

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

Village Hall

7:00 p.m.

February 20, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Rules Meeting of October 26, 2009; the Minutes of the Regular Meeting of October 26, 2009; the Minutes of the Rules Meeting of November 2, 2009; the Minutes of the Regular Meeting of November 9, 2009 and the Minutes of the Special Rules Meeting of February 4, 2012
2. Resolution: A Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard
3. Resolution: A Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2013
4. Resolution: A Resolution for Improvement by Municipality Thorn Creek Bridge Replacement
5. Motion: A Motion to Approve the Thorn Creek Bridge Replacement Design Engineering (Phase II) Local Agency Agreement for Federal Participation
6. Motion: A Motion to Approve the Thorn Creek Bridge Replacement Preliminary (Phase II) Design Engineering Resolution for Improvement by Municipality Preliminary Engineering Services Agreement for Federal Participation
7. Resolution: A Resolution for Improvement by Municipality for North Street Resurfacing
8. Motion: A Motion to Approve Preliminary Engineering Services Agreement for North Street Resurfacing

9. Motion: A Motion to Approve Purchase of Design and Fabrication of Interpretive Signs for the Rail Fan Park

DEBATABLE:

10. Ordinance: An Ordinance Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure (First Reading)

11. Ordinance: An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center (First Reading)

12. Ordinance: An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street (First Reading)

13. Ordinance: An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street (First Reading)

Adjournment

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the Minutes of the Rules Meeting of October 26, 2009; the Minutes of the Regular Meeting of October 26, 2009; the Minutes of the Rules Meeting of November 2, 2009; the Minutes of the Regular Meeting of November 9, 2009; and the Minutes of the Special Rules Meeting of February 4, 2012
2. MOVED, that the Mayor and Board of Trustees approve a Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard
3. MOVED, that the Mayor and Board of Trustees approve a Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2013
4. MOVED, that the Mayor and Board of Trustees approve a Resolution for Improvement by Municipality Thorn Creek Bridge Replacement
5. MOVED, that the Manager is authorized to enter into an Agreement for the Thorn Creek Bridge Replacement Design Engineering (Phase II) Local Agency Agreement for Federal Participation
6. MOVED, that the Manager is authorized to enter into an agreement for the Thorn Creek Bridge Replacement Preliminary (Phase II) Design Engineering Resolution for Improvement by Municipality Preliminary Engineering Services Agreement for Federal Participation
7. MOVED, that the Mayor and Board of Trustees adopt a Resolution for Improvement by Municipality for North Street Resurfacing
8. MOVED, that the Manager is authorized to enter into a Preliminary Engineering Service Agreement for North Street Resurfacing
9. MOVED, that the Manager is authorized to contract with Interpretive Ideas of Okemos, MI for the Design and Fabrication of interpretive signs for the Rail Fan Park in an amount up to \$14,130.

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
Monday, October 26, 2009
Village Hall 8:00 p.m.**

MINUTES

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

STAFF IN ATTENDANCE: Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Director of Community Development Lawrence Kerestes, Director of Public Works Ken Eyer

ABSENT: Village Manager Tom Mick

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Nikki Arseneau, SouthtownStar Newspaper; Youth Commission Chairperson Diane Hill; Vice-chair Dorothy Furnace; Rich Township Transportation Director Pat Peters

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. An Ordinance Repealing Ordinance No. 1834 of the Code of Ordinance (Building Code)

Deputy Village Manager Dankowski asked Director Kerestes about the ordinance. He explained that the Village follows the International Code Council (ICC), national codes, and also has their own building codes. Any changes in the code were noted in yellow. The ordinance also has a green building emphasis.

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

2. A Resolution Approving an Intergovernmental Agreement Between the Village and Rich Township in Regard to the Village's Jolly Trolley Program

Deputy Village Manager Dankowski said that this agreement between the Village and Rich Township has been a success financially and service-wise. Director Eyer added that this is the same agreement that was made three years ago. Mayor Ostenburg noted that the continued support of this service will enable it to continue.

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

3. A Resolution to Appoint the Village’s Representative to the South Suburban Housing Collaborative

Deputy Village Manager Dankowski said that the Village has participated in the South Suburban Housing collaborative since January and would like to formally note that the Village President or his/her representative will serve as a representative with the SSHC. Director Kingma added that the group is looking for grant funds and will also look at other housing issues affecting the South Suburbs.

This will be on the agenda for action at tonight’s meeting.

Mayor’s Comments

None

Manager’s Comments

None

Trustee’s Comments

None

Attorney’s Comments

None

Audience to Visitors

None

Adjournment

This concluded the rules committee Board meeting.

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

Ayes: 7

Nays: 0

Absent: 0

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

Mayor Ostenburg adjourned the rules meeting at 8:18 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

Monday, October 26, 2009

Village Hall 8:00 p.m.

MINUTES

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

STAFF IN ATTENDANCE: Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Director of Community Development Lawrence Kerestes, Director of Public Works Ken Eyer

ABSENT: Village Manager Tom Mick

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Nikki Arseneau, SouthtownStar Newspaper; Youth Commission Chairperson Diane Hill; Vice-chair Dorothy Furnace; Rich Township Transportation Director Pat Peters

Roll Call

Meeting was called to order at 8:18 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg offered congratulations to all the Beautification Award recipients; he also thanked the Recreation and Parks staff and the committee who surveyed all the homes.

Village Attorney

No report

Village Manager

Deputy Village Manager Dankowski introduced Chairperson Diane Hill and Vice-chair Dorothy Furnace from the Youth Commission who gave their annual presentation. Ms. Dankowski noted that the Strategic Planning session will be held on Saturday, October

31. The Staff met with CN to discuss plans for construction on Hickory and parking lot resurfacing.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Dillard reported that she recently visited the Smithsonian Museum and saw the Park Forest exhibit. She also said that it is viewable online.

Trustee Kopycinski said that the Park Forest Running and Pancake Club annual run is scheduled for January 17.

Trustee O'Neill enjoyed the recent Second City show at Freedom Hall.

Trustee Brandon noted the Cable Commission will meet October 28.

Citizens Comments, Observations, Petitions

Rich Township Transportation Director Pat Peters thanked the Board and noted that they enjoyed working with the Village staff.

Motion: Approval of Consent

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

CONSENT:

- 1. Approve the resolution for an Intergovernmental Agreement Between the Village and Rich Township in Regard to the Village's Jolly Trolley Program**
- 2. Approve the resolution to Appoint the Village's Representative to the South Suburban Housing Collaborative**
- 3. Award a Contract for Construction of a New Sign at Route 30 and Orchard Drive**

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if anyone wished any items removed from the consent agenda for further discussion.

Mayor Ostenburg asked that item # 3. Award a Contract for Construction of a New Sign at Route 30 and Orchard Drive on the consent agenda be moved to #7 on the debatable agenda.

Mayor Ostenburg called for a motion to approve the remaining items.

On the motion to approve the consent agenda, a roll call vote was called by Mayor Ostenburg. The consent agenda was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

The consent agenda was passed with seven (7) ayes, no (0) nays and no (0) absent.

DEBATABLE:

4. An Ordinance Repealing Ordinance No. 1834 of the Villages Code of Ordinance (Building Code) (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if there was any other discussion. Trustee Kramer noted that this version was the corrected one. Mayor Ostenburg asked for a roll call vote. Roll call was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

5. An Ordinance Amending Chapter 42, Article II of the Code of Ordinances (Fire Code) (First Reading)

This item has had first reading and will be on the agenda for discussion and action at a later meeting.

6. An Ordinance Authorizing Acceptance of a Deed of a Lieu of Foreclosure for the Property Commonly Known as 350 Main, Park Forest, and Authorizing the Execution of a Settlement Agreement (First Reading)

This item has had first reading and will be on the agenda for discussion and action at a later meeting.

7. Award a Contract for Construction of a New Sign at Route 30 and Orchard Drive

Trustee O'Neill said that the cost and size of the sign concerned some citizens and would be a distraction to drivers on Route 30. Police Chief Fleming did not see that the size would be a problem. Director Kingma said that the Village has budget \$50,000 for two years and have received various bids. Some costs will be recouped by selling time on the sign. Trustee Kopycinski added that that staff has been very successful with receiving grants. Money is not spent quickly but planned over a number of years. Mayor

Ostenburg noted that we have to advertise since most of our businesses are in the center of the Village. Any problems with the size of the sign will be monitored.

Mayor Ostenburg called for a motion to award the contract. Motion to adopt was made by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if there was any other discussion. Hearing none, Mayor Ostenburg asked for a roll call vote. Roll was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

The motion was approved with seven (7) ayes, no (0) nays and no (0) absent

Adjournment

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

Mayor Ostenburg adjourned the meeting at 8:54 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

November 2, 2009

Village Hall 8:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray (8:03), Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Fire Captain Michael Wheeler, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Director of Public Works Ken Eyer, Assistant Director of Economic Development & Planning Sandra C. Zoellner

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Ed Fischer, resident

Roll Call

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor Ostenburg stated that there had been a three hour power outage in the northeast and northern area of Park Forest and other communities. ComEd is investigating the cause of the outage.

1. An Ordinance Amending Chapter 42, Article II of the Code of Ordinances (Fire Code)

Manager Mick asked Captain Wheeler to discuss the ordinance amendments. Captain Wheeler noted that the building codes and fire codes are in agreement. He noted that if the Life Safety Code and the International Fire Code differ, the Department chose to adapt to the Life Safety Code. He noted that there were a few minor changes in the building code; when there was a difference, they differed to the higher standard. Captain Wheeler noted that they will go through the new 2009 Code to see if any of Park Forest's codes need to be amended. Trustee Kopycinski asked about fees. Captain Wheeler answered that the fees are necessary to cover the time it takes to review plans.

This item will be on the agenda at the next regular meeting.

2. An Ordinance Authorizing Acceptance of a Deed of a Lieu of Foreclosure for the Property Commonly Known as 350 Main, Park Forest, and Authorizing the Execution of a Settlement Agreement

Director Kerestes explained that the property owners and the Village can skip legal expenses when a property is in foreclosure and an agreement is made between the two parties. Mayor Ostenburg noting that the property taxes and assessment fees on this property are in arrears. If the Village acquires the property, the property tax burden is off the owner. Trustee McCray asked if there was a way to collect back taxes. Mayor Ostenburg said that the county is the tax collector and gives the Village their share when collected. Attorney Stephanides added that the Village is not responsible for the back taxes according to the current statute; once the Village owns the property, the property taxes are extinguished. Trustee Kopycinski asked what the expected cost for demolition of the property. Director Kerestes estimated demolition to be between \$75,000 and \$100,000 but they do not have anything in place yet. Mayor Ostenburg added that the Village can sell the property at a later date.

This item will be on the agenda at the next regular meeting.

Mayor's Comments

Mayor Ostenburg said that Committee A and Chairperson Brandon are working on the evaluation of the village manager.

Mayor Ostenburg noted that last week Manger Mick and he met with South Suburban Mayors and Managers Association to discuss a permanent location for PADS. Over the years, funds were collected in participating communities from water bills as a restricted fund for this purpose only. After much discussion, SSMMA decided to turn the funds over to the trustees of PADS which will be located on three acres of donated land in Country Club Hills. In the future, the participating municipalities will now make their donations directly to PADS. Manager Mick added that a letter should be written to the attorney general's office summarizing the agreement that was made.

Manager's Comments

Manager Mick said that the Board had participated in goal setting session last Saturday with Paul Craig. A summary of the session will be discussed at the November 23 meeting. The Legislative Committee will meet November 16 to discuss the 2010 legislative agenda.

Trustee's Comments

Trustee Kramer reported that the Senior Commission will meet Thursday, November 5.

Trustee O'Neill said that the Economic Development Advisory Group will meet Wednesday, November 4.

Trustee Brandon said that the Environment Commission meets on the first Thursday of each month and the Youth Commission meets on the second Tuesday of each month.

VILLAGE OF PARK FOREST

**Village Board Regular Committee Meeting
Monday, November 9, 2009
Village Hall 8:00 p.m.**

MINUTES

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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Police Chief Tom Fleming, Fire Chief Robert Wilcox, Deputy Police Chief Michael McNamara; Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Nikki Arseneau, SouthtownStar; Ed Fischer, resident; Tim Dukes and Jim Felkamp, Park Forest Auto Service

Roll Call

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg reported that he was unable to attend the Blue Ribbon Award ceremony at Arcadia School and thanked Trustee Kramer for representing the Village. He congratulated the students, their parents, the teachers, and the administrators for their accomplishments.

Village Attorney

No attorney

Village Manager

Manager Mick introduced Tim Dukes and Jim Felkamp, owners of Park Forest Auto Service at 84 South Orchard that opened on September 15. They thanked the Village staff for their help in opening their new business.

Manager Mick said that the Legislative Committee will meet to discuss the legislative agenda on November 16 at 7:00 pm. He also noted that the Village Hall will be closed November 11 for Veterans' Day. There was a ceremony honoring all veterans tonight before the Regular Board Meeting. Manager Mick also commented on the Blue Ribbon Award Ceremony at Arcadia School.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee O'Neill reported that EDAG met last week; they selected the first businessperson of the year but the winner has not been notified as yet.

Trustee Kopycinski said that the Human Relations Commission members are invited to attend mediation training to be held on November 12. Their regular meeting is scheduled for November 10.

Trustee Dillard said that Recreation and Parks Commission will meet on November 16. The Housing Authority met while she was on vacation but she received a report from Director Watson that the Housing Choice Program has 347 families participating; 139 families are receiving assistance from Park Forest and living in Park Forest. Currently there are 12 portables from Park Forest that are living at other locations. The Housing Authority then reimburses funds to the other location.

Trustee Brandon congratulated Arcadia School for their Blue Ribbon Award. The Environment Commission met November 5. The Youth Commission will meet on November 10. They are setting up a joint meeting with Recreation and Parks Commission. Trustee Brandon also wanted to meet with the Committee A members that are working on the village manager's evaluation after tonight's meeting.

Trustee Kramer reported that the Senior Commission met November 5 and will continue to work on the GPS system for seniors.

Mayor Ostenburg noted that the Village is always looking for volunteers for any of the commissions.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

CONSENT:

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

- 1. Approve the Minutes of the Executive Session of September 14, 2009**

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

Ayes: 7
Nays: 0
Absent: 0

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

DEBATABLE:

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

2. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 350 Main, Park Forest, and Authorizing the Execution of a Settlement Agreement (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if there was any other discussion. Hearing none, Mayor Ostenburg asked for a roll call vote by Clerk McGann. The ordinance was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

3. An Ordinance Amending Chapter 42, Article II of the Code of Ordinances (Fire Code) (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there was any other discussion. Trustee Kramer noted he had some scribner notes for Chief Wilcox. Mayor Ostenburg asked for a roll call vote by Clerk McGann. The ordinance was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

4. An Ordinance Regarding Responsible Bidders for Construction Projects in the Village of Park Forest (First Reading)

This item has had first reading and will be on the agenda for discussion at the next rules meeting.

Adjournment

Mayor Ostenburg reported that he will be attending the National League of Cities Annual Congress of Cities in San Antonio. There will be many topics discussed that are important to Park Forest. He said that Community Development Block Grants (CDBG) are very important to local governments and encouraged all residents to lobby to keep these programs alive. He also noted that residents should encourage the federal government to promote more sustainability and green programs in local municipalities.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Dillard, and passed unanimously.

Ayes: 7

Nays: 0

Absent: 0

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

The regular meeting was adjourned at 8:22 p.m.

Respectfully submitted
Sheila C. McGann
Village Clerk

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SPECIAL RULES MEETING/AUDIT REVIEW
Saturday, February 4, 2012**

PRESENT: Trustee Mae Brandon, Trustee Gary Kopycinski, Trustee Ken Kramer, Trustee Robert McCray, Trustee Georgia O'Neill; Village Manager Tom Mick, Deputy Village Manager and Director of Finance Mary Dankowski, Assistant Finance Director Stephanie Rodas, Steve Lux and Jason Coyle of Baker Tilly Virchow Krause

ALSO PRESENT: Kim Elmore-Perkins

ABSENT: Mayor John Ostenburg and Village Trustee Bonita Dillard

The meeting was called to order at 10:00 a.m. by Deputy Village Manager and Finance Director Dankowski.

Introductions were followed by review of the audited financial statements by Steve Lux, Audit Manager from Baker Tilly Virchow Krause. The financial statements received an unqualified opinion by the auditing firm; they present fairly, in all material respects, the financial position of the government. Mr. Lux reviewed both government-wide and fund financial statements. The fund financials were presented for the Village's governmental funds, proprietary funds and fiduciary funds. The unrestricted fund balance of governmental activities is a strong 6.4 million; similarly, business-type activities unrestricted fund balance is strong at 5.7 million. The recorded decrease in revenue of 2.9 million in comparison to last year for governmental activities is primarily due to last year's CN settlement. There was a 1.8 million increase in expenses due to increases in pension contributions and salaries for public safety. There was also a loss on disposal related to the demolition of the Marshall Field's building. Business-type activities recorded a 300k decrease in revenues. A 300k increase in expenses is due in part to work on the parking lots. Some items noted during the remainder of the review were the increase in property taxes due to an increase in the tax levy as well as higher taxes collected, the 600k transfer into Capital Projects for sound mitigation and work on Orchard Drive, and the decrease of transfers into the non-major funds of 560k. In the proprietary funds, it was noted there as an increase in debt in the Water Fund and Sewer Fund for the IEPA Loans to fund water main projects and sewer rehab projects. Both the Water and Sewer Funds have positive cash flows. The fiduciary funds recorded an increase in net assets of 2 million. As part of his review, Mr. Lux also covered some of the notes to the financial statements. He concluded with a brief overview of the required supplemental information. Jason Coyle, partner with Baker Tilly Virchow Krause, continued the presentation with a review of the report on internal controls.

Mr. Coyle noted a prior year material weakness related to Housing and a significant deficiency related to new vendor adds were not repeated this year. However, there was a significant deficiency related to information technology. This deficiency dealt with issues with the financial software and the procedure for documentation of changes made to the software, procurement of SAS70 type reports from outside sources that "host" financial information, and a written policy to document protocol when an employee is added or terminated from the system.

Director Dankowski noted several highlights of the financial schedules reviewed by Mr. Lux. Specifically she commented on the presentation of the fund balances for the governmental funds; Director Dankowski reviewed the categories of fund balance presented on the Balance Sheet for Governmental Funds. For the Schedule of Expenditures Budget to Actual (with comparative prior year actual), it was noted that all departments came in under budget except for Law Enforcement. This was due to increased police presence at Village sponsored events as a result of Board and management directed initiatives. Director Dankowski noted the ongoing decline in water

consumption and its effect on net assets of the Water Fund. Also noted was the ongoing support of the Aqua Center; at the current range the General Fund contributes approximately \$200k in support. A brief overview of the Transmittal Letter followed; the increase in General Fund operating revenues was highlighted as was the rate of return on the investment in the DownTown, currently at 14%.

Assistant Director Rodas presented Management's Discussion and Analysis. Noted was the 3% increase in net assets Village-wide as a result of operations. Capital grants increased due to CDBG funding and stimulus funding. Business-type expenses increased due to improvements made at the commuter parking lot by CN railroad. Assistant Director Rodas continued her presentation with a walk-thru of the government-wide financial analysis section of the MD&A noting changes in net assets, revenues, transfers into Capital Projects, increases in capital assets and decreases in debt. The information reviewed was consistent with and supported by information presented and highlighted earlier in the meeting and included details. Director Dankowski followed with highlights to the statistical schedules noting trends in fund balance, assessed values, and principal property taxpayers. Assistant Director Rodas highlighted trends in taxable sales, debt, demographic and economic statistics and the sale of water after which she updated the Board on internal controls. Noted was the ongoing process of testing controls, the elimination of prior year control deficiencies, staff training, the documentation of policies and procedures, the ongoing revision of existing policies and procedures and the implementation of positive pay for the payroll and accounts payable bank accounts. This concluded the audit review portion of the meeting.

Village Manager Mick advised the Board the regular meeting schedule resumes beginning Monday night and added there was a structure fire on Winnemac Street with no injuries. Having no other business to conduct the meeting was adjourned at 12:25 p.m. The next financial meeting with staff will be on February 25 at 8:30 a.m. for review of 6 month operations, trends, budget amendments, economic development and the status of goals.

Respectfully submitted,

Sandra Salmen, Recorder

AGENDA BRIEFING

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

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

DATE: February 15, 2012

**RE: A RESOLUTION AUTHORIZING THE EXECUTION OF A
REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF
PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING
THE PROPERTY COMMONLY KNOWN AS 202 FOREST
BOULEVARD, PARK FOREST, ILLINOIS**

BACKGROUND/DISCUSSION:

In October 2008 and September 2009, the Board approved a resolution authorizing the execution of a representation agreement between the Village of Park Forest and Marcus & Millichap, Inc. In the intervening months, eleven (11) firms responded to the first offering, and we were under contract with a buyer for four (4) months. During their due diligence period, the buyer chose not to close the deal for lack of available financing. The property was taken off market while it was under contract. In September 2009, the Board approved extending the contract for another 6 month interval. During this interval, six (6) buyers responded and we were under contract. This buyer dissolved and reorganized their firm. With the reorganization, the March 2010 property acquisition transaction was no longer a priority and the sale was not consummated. The property was not listed in 2011 during the time that the lease with the tenant was being negotiated. Marcus & Millichap representatives believe that they can successfully reintroduce the property to market and that a new offering would be well received by buyers. Staff agrees.

Attached please find the Representation Agreement with Marcus & Millichap, which is essentially the same as the agreements approved in 2008 and 2009. Paul Stephanides, Village Legal Counselor, has reviewed the agreement and resolution. Legal counsel to Marcus & Millichap has reviewed the agreement.

Highlights of the agreement:

1. There are two distinctly different options for selling the property. Both afford the Village flexibility.
2. The preferred sale transaction establishes an asking price of \$495,000 for the entire property and requires the buyer to build a general use parking lot on the vacant land. In this scenario the parking lot would not be for the exclusive use of the tenants of the building.
3. The alternative sale transaction establishes an asking price of \$495,000 for the building, drive up, canopy and building pad site only, requiring the buyer to enter into the Downtown Covenants and participate in paying Common Area Maintenance. With this

option, the Village retains the vacant land for future development as retail, office or parking.

4. The commission is a flat \$51,000 if the sale is consummated as the preferred sale transaction. In the alternative sale transaction the commission is \$30,000.
5. The Village has the ability to reject any qualified buyer for any reason without obligation to pay Marcus & Millichap a commission.
6. Two potential buyers are listed as exclusions to the Agreement. If the Village of Park Forest opts to sell to either of these buyers, Marcus & Millichap has asked for 6% commission of the sales price to compensate for their research and marketing expenses.
7. The agreement gives Marcus & Millichap the exclusive right to sell the property for a period not to exceed 6 months, plus or minus any time there is an outstanding letter of intent.
8. Marcus & Millichap prepared a detailed marketing packet utilizing public information and information supplied by Village staff.

The Economic Development Team recommends proceeding with this Representation Agreement and requests that the Board authorize the Manager to sign the Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of February 20, 2012.

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF A REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING THE PROPERTY COMMONLY KNOWN AS 202 FOREST BOULEVARD, PARK FOREST, ILLINOIS

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

Section 1. Representation Agreement Approved. The Representation Agreement between the Village of Park Forest (“Village”) and Marcus & Millichap, Inc., attached hereto and incorporated herein as Exhibit A, regarding the proposed sale of property owned by the Village and located at 202 Forest Boulevard, Park Forest, Illinois, is hereby approved, subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreement. The Village Manager and the Village Clerk are directed to execute the Representation Agreement on behalf of the Village in substantially the form attached and any and all other documents necessary to effectuate the purposes of said Agreement.

Section 3. 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 4. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED this _____ day of _____, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

Representation Agreement
(Exclusive Authorization to Sell)

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
READ IT CAREFULLY.**

The Village of Park Forest, Cook and Will Counties, Illinois (“Seller”) hereby employs Marcus & Millichap of Chicago, Illinois (“Agent”) and grants to Agent, for a period of time (the “Term”) effective on _____, 2012 and ending at midnight on _____, 2012, and subject to extension as set forth in paragraph five (5) below, the exclusive and irrevocable right and authority to sell that certain real property (the “Property”) located in Park Forest, Illinois, County of Cook, State of Illinois, and more particularly described as follows:

Chase Bank Building
202 Forest Boulevard
Park Forest, IL 60466
P.I.N.31-36-200-044-0000
1.221 acres with improved building and vacant land

The term “Property” as used herein also shall include any interest therein or in its ownership.

1) **SALE TERMS:**

- a. Purchase price: The proposed purchase price for the Property shall be, at a minimum, **Four Hundred and Ninety-Five Thousand Dollars (\$495,000)** payable at the closing and subject to conditions set forth in the Offering Memorandum.
- b. **Seller expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the Property, and/or terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any person or entity that reviews any proposed offering memorandum regarding the Property or that makes an offer to purchase the Property, whether formal or informal, in writing or not in writing unless and until such offer is formally approved by Seller’s Board of Trustees and a written agreement for the purchase of the Property has been fully executed, delivered and approved by Seller and Seller’s legal counsel, and any conditions to Seller’s obligations hereunder have been satisfied or waived. Seller shall have no obligation to reimburse Agent for any expenses, costs or fees regarding the marketing of the Property for sale or preparations regarding the sale of the Property, including the preparation of any documents, unless otherwise expressly stated herein.**
- c. Cooperation: Seller shall cooperate with Agent in bringing about a sale of the Property and to refer to Agent all inquires of brokers or other persons or entities expressing an interest in the Property.
- d. Negotiation: Agent shall conduct negotiations for the sale of the Property, and negotiations shall be at the Seller’s direction and shall be subject to Seller’s approval.

- e. Designated Agent: Seller understands and agrees that salespersons affiliated with Agent, other than the Seller's Designated Agents as set forth herein, may represent the actual or prospective buyers of the Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a salesperson associated or affiliated with Agent that represents a purchaser, the other sales associate affiliated with Agent will be acting as a buyer's designated agent.
- f. Buyer's agent: Seller acknowledges that potential buyers may elect to employ the services of licensed real estate brokers or salespersons as their own agent. Agent is authorized to show the Property to prospective buyers represented by buyer's agents and Agent, in its sole discretion, may pay a part of the commission to be received as provided herein to the buyer's agent or other cooperating agents. Agent is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers for the sale of the Property.

2) **AGENT SHALL:**

- a. Become familiar with the Property, to procure and compile any written information with respect to the Property and to make an earnest and continued effort to sell the Property pursuant to the terms set forth herein;
- b. Send information and copy of descriptive brochures, e-mail blasts and other communication to prospective purchasers of the Property, and accessing Agent's marketing platform to generate interest in the purchase of the Property;
- c. Show the Property to prospective purchasers at reasonable hours;
- d. Erect and maintain a suitable for sale sign to be located on the Property upon execution of this Agreement; and
- e. Regularly apprise Seller of its efforts to market the Property and inquiries regarding the purchase of the Property.
- f. Advise potential buyers that the Seller has a preferred sale transaction whereby a Buyer would construct a general use parking lot for use by the public at large and not for exclusive use of tenants of the building located on the Property ("Preferred Sale"). Seller's alternative proposed sale transaction is for a Buyer to purchase the building located on the Property only and not the adjoining land ("Alternative Sale"). This alternative would require a subdivision of the Property.

3) **BROKER DESIGNATION:** Agent designates the following brokers and/or salespersons employed by Agent ("Brokers") as its Brokers pursuant to this Agreement to the exclusion of all brokers and/or salespersons employed by or affiliated with Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property: Michael Marks.

Agent may designate other Brokers employed by Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property. If other Brokers are designated pursuant to this paragraph, Seller may terminate this Agreement upon forty-eight (48) hours written notice to the address set forth in paragraph 22 below by certified mail. Any such notice shall be deemed effective on the date of mailing

4) **COMMISSION:** In consideration of the services to be rendered by Agent pursuant to this Agreement, Seller shall pay to Agent a flat commission of \$51,000 if a sale of the Property is consummated for the Preferred Sale pursuant to paragraph 2(f) of this Agreement. The commission shall be \$30,000 if a sale is consummated for the Alternative Sale pursuant to paragraph 2(f) of this Agreement. Agent shall be entitled to a commission pursuant to this paragraph upon one (1) or more of the following events:

- a. Agent procures a buyer during the Term, or any extension thereof, which is ready, willing and able to purchase the Property on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller and the sale is consummated through to closing; or
- b. The Property is sold during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or
- c. A sale of the Property is made within six (6) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or a written notice within thirty (30) calendar days after such expiration. With respect to a sale to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest. In the case of any sale of the Property, the commission to be paid as set forth herein shall be paid in cash at the closing. Agent acknowledges that Robert Wilcox and Matanky Realty Group have expressed interest in the property and should Robert Wilcox and/or Matanky Realty Group, or any or any wholly or partially owned or controlled subsidiary of Matanky Realty Group or successor entities of Matanky Realty Group make a bona fide and acceptable offer to the Seller, the Seller shall pay to Agent a commission equal to six percent (6%) of the purchase price.

5) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and subsequently canceled, the Term of this Agreement shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect, whichever is longer. The maximum extension permitted hereunder shall be the number

of days remaining in the Term from the date the sale agreement or letter of intent was executed, whichever event occurred earlier. Notwithstanding the foregoing, this Agreement shall expire in all cases no later than nine (9) months after the effective date of this Agreement.

6) **TITLE:** Seller represents and warrants to Agent that fee title to Property is now vested as follows: fee simple. Seller and Agent represent that the individuals executing this Agreement on behalf of Seller and Agent are duly authorized and empowered to execute this Agreement and that the execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller or Agent are parties.

7) **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller and Agent acknowledge that any sale of the Property shall be on an AS IS basis and, therefore, the following shall not inure to the benefit of any prospective purchaser.

- a. **Material Defects:** Seller represents and warrants that Seller knows of no material defects of the Property, including, but not limited to, energy conservation and/or safety retrofit(s) required by local ordinance as a condition of transfer. (Note any exceptions: n/a)
- b. **Compliance with Laws:** Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, codes, regulations and other similar governmental standards and requirements and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits. (Note any exceptions: n/a)
- c. **Flood Zone:** Seller represents and warrants that the Property is not in a flood zone as set forth on H.U.D. "Special Flood Zone Area Maps."
- d. **Hazardous Materials:** Seller represents and warrants that, to the best of Seller's knowledge, the Property is not contaminated with any hazardous materials, including, but not limited to, asbestos, PCB transformers, other toxic, hazardous and contaminated substances, and underground storage tanks. (Note any exceptions: n/a). Seller agrees to disclose to Agent and to prospective buyers any and all information, which Seller has or may acquire regarding the presence and location of any hazardous materials on or about the Property. Seller agrees to comply with the Illinois Responsible Property Transfer Act (RPTA) and other local or state provisions concerning environmental information.
- e. **Estoppel Certificates:** Seller represents and warrants that Seller shall have the sole responsibility to investigate the accuracy of information set forth in any tenant's or lessee's estoppel certificate, and Seller further represents and warrants, to the best of Seller's knowledge, that the information contained in the estoppel certificates is complete and correct.
- f. **Records, Financial Data and Marketing Assistance:** Seller agrees to furnish, to certify as true and correct, and to make available to Agent and prospective buyers all financial data, rent statements, leases and other operating records of the Property, and to provide Agent

with such assistance as Agent may reasonably request in marketing the Property. Seller agrees to refer promptly to Agent all inquiries of anyone interested in the Property.

- g. **Indemnification:** Seller agrees to indemnify and hold Agent harmless from and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.
- 8) **SURVEY:** Seller shall furnish at Seller's expense, a current survey acceptable to Buyer's lender by a licensed land surveyor, showing the present location of all improvements and encroachments, if any.
- 9) **INSPECTION OF PROPERTY:** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with prospective purchasers at all reasonable times.
- 10) **BEST EFFORTS:** Agent agrees to use its best efforts in attempting to affect a sale of the Property.
- 11) **DUAL REPRESENTATION: AFFILIATED BROKERS/DUAL AGENCY:** Agent is affiliated with other brokerage companies in other states. Agent shall disseminate information about the Property to such affiliated brokers, inviting the submission of offers on the Property. Seller authorizes Agent and any affiliated broker, other than any Brokers named pursuant to paragraph 3 above, to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation other than by any Brokers named pursuant to paragraph 3 above.
- 12) **ARBITRATION:** If a controversy arises with respect to the subject matter of this Agreement or any provision hereof, Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 13) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which the party may be entitled.
- 15) **EXCHANGE/LEASE WITH OPTION:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall not be understood to include an exchange of the Property or a lease with an option to purchase.

16) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder.

17) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between them with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms hereof, and there no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any modification of this Representation agreement will be effective only if it is in writing and signed by the party to be charged.

18) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.

19) **COMPLIANCE WITH LAWS:** Agent and Seller acknowledge that the provisions of the Uniform Vender and Purchaser Risk Act of Illinois and the Real Estate Settlement Procedures Act of 1974, as amended, shall be applicable to this Representation Agreement. Seller agrees to comply with applicable local ordinances relating to the sale of the Property and Seller agrees to pay all transfer taxes allocable to Seller under both local ordinance and state law and shall otherwise comply with all local and state laws.

20) **GOVERNING LAW:** This Representation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

21) **BROKER'S LIEN WAIVER:** Agent shall deliver to Owner in recordable form a waiver of Broker's lien rights under the Commercial Real Estate Broker Lien Act of Illinois, 770 ILCS 15/1, *et seq.* (2009), as amended, upon payment of its commission pursuant to this Agreement. If the sale transaction is closed through an escrow, the escrow agent shall be instructed by Owner to pay Agent the entire commission due upon the closing. Agent may deliver to the escrow agent a copy of this Agreement and Agent shall cooperate in delivering its lien waiver with a direction that the waiver shall not be recorded until the escrow agent is prepared to disburse the commission to Agent.

22) **NOTICE:** All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery, unless otherwise provided in this Agreement, to the party at their respective addresses as follows:

To the Seller:

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

To the Agent:

Michael Marks, Associate Vice President
Marcus & Millichap Incorporated of Chicago
333 West Wacker Drive
Suite 200
Chicago, Illinois 60606

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

23) The effective date of this Agreement shall be the date of execution by Seller.

SELLER: VILLAGE OF PARK FOREST

By: Thomas K. Mick
Its: Village Manager

DATE: _____

ATTEST

By: Sheila McGann
Its: Village Clerk

DATE: _____

AGENT: MARCUS & MILLICHAP INCORPORATED OF CHICAGO

By: Michael Marks

DATE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS ONLY. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Village Engineer - DPW

RE: Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2013

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/fiscal year.

The Village's upcoming maintenance year costs consist of material 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, traffic sign replacement as performed by contractors, and engineering services costs for materials testing and other engineering services. Beginning this year, DPW will no longer charge day labor equipment/vehicle costs when village equipment/vehicles are used to perform the work outlined on the Municipal Estimate of Maintenance Costs BLR 14231. DPW conferred with the Finance Dept. and will now charge vehicle expenses to the General Fund where they will still be tracked as MFT eligible expenses. DPW seeks to accumulate more of its MFT funds to fund capital projects, maintenance contracts, and engineering services.

The upcoming fiscal year's Maintenance Resolution is in the amount of \$541,462.22.

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 \$541,462.22 to appropriate Motor Fuel Tax monies for eligible maintenance costs for Fiscal Year 2013.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.



Period from 07/01/2012 to 06/30/2013 Section Number 13 - 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. Contracutal 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 Pk	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	
		Orchard @Main	Mo	12	107.00	\$1,284.00	
		Forest@Lakewood	Mo	12	107.00	\$1,284.00	6,420.00
4. Snow and Ice Control (Day Labor)	I	Salt (State Purchase)	T	2400	70.00	\$168,000.00	
		Liquid Calcium Chloride	Gal	3000	0.60	\$1,800.00	169,800.00
Total Day Labor Costs						\$169,800.00	
Total Estimated Maintenance Operation Cost							\$194,654.28
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$194,654.28

Submitted: _____ Date _____ Approved: _____ Date _____
By: _____ Municipal Official Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2012 to 06/30/2013 Section Number 13 - 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	
5. Traffic and Street Name Sign Maintenance Supplies (Day Labor)	IIA	Sign Post type A	Ea	2	51.50	\$ 103.00	
		Sign Post type B	Ea	2	71.45	\$ 142.90	
		Telespar Post 2 inch	Ea	2	41.40	\$ 82.80	
		Telespar anchors	Ea	2	20.15	\$ 40.30	
		Misc. Hardware	LS	1	200.00	\$ 200.00	
		Street Name Signs	LS	1	1,200.0	\$1,200.00	
		Traffic Signs	LS	1	1,200.0	\$1,200.00	
		Traffic Signal Bulbs	Ea	5	6.50	\$ 32.50	3,001.50
6. Pavement Patching (Day Labor)	IIA	UPM	T	10	108.00	\$1,080.00	
		Emulsion/Prime5GBucket	EA	24	37.50	\$ 900.00	
		Aggregate 3/4	T	30	13.90	\$ 417.00	
		Aggregate CA6	T	20	10.45	\$ 209.00	
		Bituminous Surface Mat.	T	125	44.00	\$5,500.00	8,106.00
7. Sidewalk/Curb and Gutter Replacement (Day Labor)	IIA	Concrete	CY	8	119.00	\$ 952.00	952.00
Total Day Labor Costs						\$ 952.00	
Total Estimated Maintenance Operation Cost							\$12,059.50
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$12,059.50

Submitted: _____ Date _____ Approved: _____ Date _____
By: _____ Municipal Official Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2012 to 06/30/2013 Section Number 13 - 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	
8. Street Light Maint. (Day Labor)	IIA	Lamps 150 W hps	Ea	80	10.58	\$ 846.40	
		Lamps 250 W hps	Ea	45	10.58	\$ 476.10	
		Lamps 400 W hps	Ea	20	10.58	\$ 211.60	
		Ballast Kits 150 W	Ea	30	55.50	\$1,665.00	
		Ballast Kits 250 W	Ea	15	62.50	\$ 937.50	
		Ballast Kits 400 W	Ea	10	86.90	\$ 869.00	
		Fixtures 150 W	Ea	8	144.99	\$1,159.92	
		Fixtures 250 W	Ea	8	144.99	\$1,159.92	
		Fixtures 400 W	Ea	4	243.75	\$ 975.00	
		Photo Cells	Ea	20	12.50	\$ 250.00	
		Wire (Spool) #6,#8	Ea	2	275.00	\$ 550.00	
		Misc. Hardware/tools	LS	1	1,500.0	\$1,500.00	
		Street Light Pole	Ea	4	3,500.0	\$14,000.00	
		Trencher Rental	Day	2	174.00	\$ 348.00	24,948.44
9. Public Utility Service (Com Ed)	I	Electricity	Mo	12	6,200.0	\$74,400.00	74,400.00
10. Pavement Marking (By Contractor)	IIA	Pavement Marking	Dol	1	5,000.0	\$5,000.00	5,000.00
11. Herbicide (By Contractor)	IIA	Curbside Vegetaion Control	Dol	1	5,000.0	\$5,000.00	5,000.00
Total Day Labor Costs						\$5,000.00	
Total Estimated Maintenance Operation Cost							\$109,348.44
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$109,348.44

Submitted: _____ Date _____ Approved: _____ Date _____
By: _____ Municipal Official Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer

Submit Four (4) Copies to Regional Engineer

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Resolution for Improvement by Municipality Thorn Creek Bridge
Replacement BLR0911

BACKGROUND/DISCUSSION: This item is a follow up to the Local Agency agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Design Engineering. This resolution provides Motor Fuel Tax (MFT) funding in the amount of \$108,840.00 for the Phase II Design Engineering. The Highway Bridge Program will fund 80% of the costs for the Phase II Design. The cost to the Village for the design will be \$21,786.00 after the 80% reimbursement.

The Department of Public Works requests that the Board approve this resolution.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

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

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

Name of Thoroughfare	Route	From	To
Thorn Creek Drive	off-system	over Thorn Creek	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of ALL PRELIMINARY ENGINEERING (PHASE 2) REQUIRED FOR THE REPLACEMENT OF THORN CREEK BRIDGE.

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

2. That there is hereby appropriated the (additional Yes No) sum of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS AND 00/100'S Dollars (\$108,840.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

Approved _____

 Date

 Department of Transportation

 Regional Engineer

I, SHEILA MCGANN Clerk in and for the
 VILLAGE of PARK FOREST
City, Town or Village
 County of WILL , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the MAYOR AND BOARD OF TRUSTEES
Council or President and Board of Trustees
 at a meeting on _____
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

City, Town, or Village Clerk

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Thorn Creek Bridge Replacement Design Engineering (Phase II)
Local Agency Agreement for Federal participation.

BACKGROUND/DISCUSSION: The Bridge crossing Thorn Creek at Thorn creek Drive is inspected yearly. During these inspections structural deficiencies are rated. The Thorn Creek Bridge Rating is such that it is eligible for replacement under the Highway Bridge Program (HBP). This Federal program will fund 80% of the costs to replace the structure. The estimated cost for construction of this bridge is 1,070,000. This makes the Village share \$214,000.00. The Village recently received approval of the Phase I Preliminary Engineering Study and is authorized to move forward to Phase II Design Engineering. The Local Agency Agreement for Federal participation is for Design Engineering only. For the design of the Thor Creek structure the Village is required to pay for this work and will be reimbursed through the Illinois Department of Transportation. The cost to the Village will be 20% of \$108,840.00 which is \$21,768.00. Funding for this project has been budgeted in the current fiscal year under the MFT appropriations.

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

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Village of Park Forest	State Contract	Day Labor	Local Contract X	RR Force Account
Section 08-00093-00-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-102-09	BRM-9003(102)		

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

Location

Local Name Thorn Creek Drive Route Off-System Length 0.03 Mile
 Termini Over Thorn Creek

Current Jurisdiction LA Existing Structure No 099-6750

Project Description

Preliminary engineering (Phase II) required for a bridge replacement project.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	87,072	(*)		()	21,768	(BAL)	108,840
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 87,072		\$		\$ 21,768		\$ 108,840

*Maximum FHWA (HBP) Participation 80% Not to Exceed \$87,072.

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

METHOD B--- _____ Monthly Payments of _____

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

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

Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

John A. Ostenburg

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006040 conducting business as a Governmental
Entity.

DUNS Number 079761573

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

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

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

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

BACKGROUND/DISCUSSION: This item is a follow up to the Local Agency agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Phase II Design Engineering and the Improvement Resolution to provide Motor Fuel Tax (MFT) funding in the amount of \$108,840.00. This agreement between the Village and Baxter & Woodman Consulting Engineers is to provide Engineering Services in the amount of \$108,840.00 for plans and specifications which meet the Federal and State requirements as set forth in Preliminary Engineering Services Agreement for Federal Participation (BLR 5610). The Highway Bridge Program will fund 80% of the costs for the Phase II Design Engineering. The cost to the Village for this Design will be \$21,768.00 after the 80% reimbursement.

Baxter and Woodman in their project schedule has targeted a January 2013 letting date.

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

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.

Local Agency Village of Park Forest	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc.
County Will				Address 8678 Ridgefield Road
Section 08-00093-00-BR				City Crystal Lake
Project No BRM-9003(102)				State IL
Job No. D-91-102-09				Zip Code 60012
Contact Name/Phone/E-mail Address Kenneth Eyer 708-503-7702 keyer@VOPF.COM	Contact Name/Phone/E-mail Address Matt Washkowiak 815-459-1260 mwashkowiak@baxterwoodman.com			

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

Project Description

Name Thorn Creek Drive Bridge Replacement Route Off-system Length 0.03 mi Structure No. 099-6750 (Ex)

Termini Over Thorn Creek

Description: Phase II design for replacement of a bridge on a Village route. The Phase II includes design of bridge replacement, roadway approaches, detour route, stream stabilization and ditching. ENGINEER's Project No. 080286.40.

Agreement Provisions

I. THE ENGINEER AGREES.

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

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

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

EXHIBIT A - PRELIMINARY PHASE II ENGINEERING

Route: Thorn Creek Drive
 Local Agency: Village of Park Forest
 (Municipality)
 Section: 08-00093-00-BR
 Project: BRM-9003(102)
 Job No.: D-91-102-09

* Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing	
Overhead Rate (OH)	152%
Complexity Factor (R.)	0
Calendar Days	365

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services By Others	In-House Direct Costs (IHDC)	Profit	Total
Manage Project									
Manage Project	PRINCIPAL	4	\$69.52	\$278.00	\$423.00		\$52.00	\$109.00	\$862.00
	SR. ENGINEER IV	20	\$56.99	\$1,140.00	\$1,733.00			\$417.00	\$3,290.00
	SR ENGINEER II	40	\$45.38	\$1,815.00	\$2,759.00		\$111.00	\$679.00	\$5,364.00
Preliminary Plans, Specs, and Estimate of Cost									
Agency Coordination	PRINCIPAL	8	\$69.52	\$556.00	\$845.00			\$203.00	\$1,604.00
	SR. ENGINEER IV	12	\$56.99	\$684.00	\$1,040.00			\$250.00	\$1,974.00
	SR ENGINEER II	18	\$45.38	\$817.00	\$1,242.00		\$159.00	\$322.00	\$2,540.00
Data Collection	ENGINEER III	7	\$37.50	\$263.00	\$400.00		\$111.00	\$112.00	\$886.00
Topographic Survey	ENGINEER II	2	\$32.62	\$65.00	\$99.00			\$24.00	\$188.00
	SURVEY TECH II	22	\$30.02	\$660.00	\$1,003.00		\$111.00	\$257.00	\$2,031.00
	CADD OPER II	12	\$30.02	\$360.00	\$547.00			\$132.00	\$1,039.00
Preliminary Geometric Plans	ENGINEER II	60	\$32.62	\$1,957.00	\$2,975.00			\$715.00	\$5,647.00
	CADD OPER II	28	\$30.02	\$841.00	\$1,278.00			\$307.00	\$2,426.00
Drainage and Utility Plans	SR. ENGINEER III	8	\$50.80	\$406.00	\$617.00			\$148.00	\$1,171.00
	ENGINEER II	80	\$32.62	\$2,610.00	\$3,967.00			\$954.00	\$7,531.00
	CADD OPER II	40	\$30.02	\$1,201.00	\$1,826.00			\$439.00	\$3,466.00
Erosion Control Plans	ENGINEER II	16	\$32.62	\$522.00	\$793.00			\$191.00	\$1,506.00
	CADD OPER II	10	\$30.02	\$300.00	\$456.00			\$110.00	\$866.00
Pavement Marking and Signage Plan	ENGINEER II	5	\$32.62	\$163.00	\$248.00			\$60.00	\$471.00
	CADD OPER II	5	\$30.02	\$150.00	\$228.00			\$55.00	\$433.00
Maintenance of Traffic Plan	SR. ENGINEER II	20	\$45.38	\$908.00	\$1,380.00			\$332.00	\$2,620.00
	ENGINEER II	60	\$32.62	\$1,957.00	\$2,975.00			\$715.00	\$5,647.00
	CADD OPER II	20	\$30.02	\$600.00	\$912.00			\$219.00	\$1,731.00

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services By Others	In-House Direct Costs (IHDC)	Profit	Total
Structural Plans	SR ENGINEER IV	68	\$56.99	\$3,875.00	\$5,890.00			\$1,416.00	\$11,181.00
	ENGINEER III	158	\$37.50	\$5,925.00	\$9,006.00			\$2,165.00	\$17,096.00
	CADD OPER IV	90	\$40.30	\$3,627.00	\$5,513.00			\$1,325.00	\$10,465.00
Project Details and Standards	ENGINEER II	10	\$32.62	\$326.00	\$496.00			\$119.00	\$941.00
	CADD OPER II	18	\$30.02	\$540.00	\$821.00			\$197.00	\$1,558.00
Cross Section Design	SR ENGINEER II	8	\$45.38	\$363.00	\$552.00			\$133.00	\$1,048.00
	CADD OPER IV	8	\$40.30	\$322.00	\$489.00			\$118.00	\$929.00
Estimate of Cost	ENGINEER II	20	\$32.62	\$652.00	\$991.00			\$238.00	\$1,881.00
Special Provisions	ENGINEER II	12	\$32.62	\$391.00	\$594.00			\$143.00	\$1,128.00
	CLERICAL I	18	\$24.34	\$438.00	\$666.00			\$160.00	\$1,264.00
Final Contract Plans/Contract Proposal									
OC/QA	SR ENGINEER V	12	\$61.09	\$733.00	\$1,114.00			\$268.00	\$2,115.00
	SR ENGINEER IV	6	\$56.99	\$342.00	\$520.00			\$125.00	\$987.00
Final Contract Plans/Contract Proposal	ENGINEER II	20	\$32.62	\$652.00	\$991.00		\$133.00	\$258.00	\$2,034.00
	CADD OPER II	24	\$30.02	\$720.00	\$1,094.00			\$263.00	\$2,077.00
	SECRETARY	12	\$24.34	\$292.00	\$444.00			\$107.00	\$843.00
Totals		981		\$37,451	\$56,927	\$0	\$677	\$13,785	\$108,840

In-House Direct Costs (Included in Total Cost)

Vehicle Expenses - Travel, 1,076 MI @ \$0.555/Mile

\$597.00

Postage

\$80.00

\$677.00

Services by Others (Included in Total Cost)

VILLAGE OF PARK FOREST, ILLINOIS
THORN CREEK DRIVE BRIDGE REPLACEMENT
PHASE II DESIGN ENGINEERING

EXHIBIT C

PROJECT UNDERSTANDING & SCOPE OF SERVICES

Route: Thorn Creek Drive
Section No.:08-00093-00-BR
Project No.: BRM-9003(102)
Job No.: D-91-102-09
County: Will
Structure No.: 022-6601 (Ex.)

Location:

This PROJECT is located on Thorn Creek Drive within the Village of Park Forest, Monee Township. The Thorn Creek Drive structure (S.N. 099-6750) over Thorn Creek is located 600 feet south of Monee Road on Thorn Creek Drive.

Project Understanding:

The PROJECT will consist of providing final plans for the replacement of the existing structure in accordance with the approved Project Development Report. The improvements on Thorn Creek Drive over Thorn Creek consist of removal of the existing structure and installing a 3-cell cast-in-place concrete box culvert. The existing profile will be maintained and approach pavement replaced to accommodate the new structure. Traffic will be reduced to one lane with temporary traffic signals. The pavement cross section will be improved to include 12-foot lanes bordered by Combination Concrete Curb and Gutter, Type B-6.12. All permits will be obtained for construction.

Scope of Services:

1. **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Attend one kick-off meeting with the LA to review the PROJECT and establish PROJECT criteria and clear lines of communication, and up to three progress meetings to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the STATE.

2. **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**

- **AGENCY COORDINATION** - Meet and coordinate the proposed improvements with the STATE, Village of Park Forest (LA), and the Army Corps of Engineers. Notify and coordinate the proposed improvements with utility companies.
- **ADDITIONAL TOPOGRAPHIC SURVEY**- Perform supplemental topographic surveys of natural and manmade features with use of GPS and total station equipment. State Plane and FEMA/Will County benchmarks will be used. The survey shall be per IDOT Survey Manual 3-III and 3-V.
- **DRAINAGE ANALYSIS AND PERMITS** - Obtain a wetland permit administered by the U.S. Army Corps of Engineers and a watershed development permit as necessary for the PROJECT. Prepare a grading plan showing compensatory storage for work within regulatory wetland and floodplain areas. Complete and obtain applicable NPDES permit, SWPPP, NOI, and floodway permit, if necessary. Any permit fees, wetland banking, and processing variance procedures are not included in the scope of work.
- **DRAINAGE AND UTILITY PLANS** - Prepare the storm sewer design for the proposed improvements and incorporate into the drainage and utility plan sheets.
- **PRELIMINARY GEOMETRIC PLANS** - Prepare the pavement design and geometric plan and profile sheets for the proposed improvements. Submit preliminary, pre-final, and final plan submittals as required through BLRS.
- **EROSION CONTROL PLANS** - Design an erosion control plan for the PROJECT improvement. Coordinate the proposed improvements with the STATE and obtain the necessary permit(s) for the PROJECT. Complete SWPPP and NPDES permits as necessary.
- **PAVEMENT MARKING AND SIGNAGE PLANS** - Develop a proposed pavement striping and signage plan for the proposed improvements.
- **MAINTENANCE OF TRAFFIC PLAN** – Prepare maintenance of traffic notes, typical sections, and temporary traffic signal plan sheet for construction documents. One lane of traffic will be maintained at all times on Thorn Creek Drive.

- STRUCTURAL PLANS - Design structures in accordance with the approved Type, Size and Location (TS&L) drawings per IDOT Bridge Manual. Structural engineering plans, details, and special provisions will be included.
- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and State Standard Detail sheets. Prepare alignment and ties sheet and set field alignment control.
- CROSS SECTION DESIGN - Design roadway cross sections at 100-foot intervals and at all cross streets and driveways. Compute earthwork calculations.
- ESTIMATE OF COST AND TIME - Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with BLRS guidelines.

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

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

PROJECT SCHEDULE

THORN CREEK DRIVE BRIDGE REPLACEMENT (PHASE II)

Village of Park Forest

Exhibit D

■ Design
 ■ Submittal
 ■ Agency Review

Date: January 3, 2012

		2012												##		
WEEK COMMENCING MONDAY:		May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
PROJECT MILESTONES	EST. DATE															
Project Initiation																
	Notice to Proceed	5/1/2012														
Data Collection and Coordination																
	Supplemental Field Survey	5/7/2012														
	Permit, Utility, and Agency Coordination	Ongoing														
Prefinal P,S,& E (90%)																
	Prefinal Roadway and Structural Plans	8/24/2012														
	County/IDOT Review	8/24/2012														
Final P,S,& E (100%)																
	Submit Final Roadway and Structural Plans	10/22/2012														
	Construction Letting	1/18/2013														

VILLAGE OF PARK FOREST, ILLINOIS
 THORN CREEK DRIVE BRIDGE REPLACEMENT
 PHASE II DESIGN ENGINEERING

EXHIBIT E

BAXTER & WOODMAN, INC.

OVERHEAD* RATE AS
 PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	Total Percent
Salaries with Retirement Plan	118.00%
Repairs	2.00%
Rents	7.00%
Taxes	1.00%
Depreciation	4.00%
Dues & Subscriptions	1.00%
Utilities (Electric, etc.)	1.00%
Insurance	4.00%
Professional Services	1.00%
Office Supplies & Services	2.00%
Computer Service	3.00%
Recruitment & Training	1.00%
Telephone	2.00%
Reproduction	1.00%
Postage	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	152.00%

*Payroll Burden and Indirect Cost

VILLAGE OF PARK FOREST, ILLINOIS
 THORN CREEK DRIVE BRIDGE REPLACEMENT
 PHASE II DESIGN ENGINEERING

EXHIBIT F

BAXTER & WOODMAN, INC.
 2012 SCHEDULE OF HOURLY WAGE RATES
 AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES
 ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$66 to \$73
Sr. Engineer V	\$61 to \$62
Sr. Engineer IV	\$54 to \$60
Sr. Engineer III	\$48 to \$52
Sr. Engineer II	\$43 to \$48
Sr. Engineer I	\$40 to \$44
Engineer III	\$36 to \$41
Engineer II	\$31 to \$36
Engineer I	\$20 to \$22
Engineer Tech V	\$53 to \$53
Engineer Tech IV	\$44 to \$47
Engineer Tech III	\$36 to \$39
Engineer Tech II	\$34 to \$35
Engineer Tech I	\$23 to \$25
CAD / GIS / Survey IV	\$39 to \$44
CAD / GIS / Survey III	\$34 to \$38
CAD / GIS / Survey II	\$28 to \$33
CAD / GIS / Survey I	\$23 to \$24
Clerical	\$23 to \$28

General and employee overhead is 152% of employee compensation.
 Mileage Charges - As set by the U.S. Internal Revenue Service.
 Traffic Counters - \$50/day.
 Postage - At cost.

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Resolution for Improvement by Municipality North Street Resurfacing
BLR0911

BACKGROUND/DISCUSSION: The Village was notified January 10, 2012 for tentative approval of an Illinois Commerce Commission EJE Mitigation Grant to resurface North Street. The Village would be responsible for the design and construction Engineering for the resurfacing of North Street. The Grant would cover 90% of the cost to resurface North Street from Orchard west to the Village limit. The cost to resurface this section of road is estimated to be \$280,000.00. This resolution for Improvement by Municipality under the Illinois Highway Code (BLR 09111) is to provide funding for the preparation of plans and specifications in the amount of \$30,000.

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

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.

AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Preliminary Engineering Services Agreement for North Street Resurfacing
BLR05510

BACKGROUND/DISCUSSION: The Village was notified January 10, 2012 for tentative approval of an Illinois Commerce Commission EJE Mitigation Grant to resurface North Street. The Village would be responsible for the design and construction Engineering for the resurfacing of North Street. The Grant would cover 90% of the cost to resurface North Street from Orchard west to the Village limit. The cost to resurface this section of road is estimated to be \$280,000.00.

The Public Works Department recommends the Village enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers to prepare plans and specifications to resurface North Street from Orchard Dr. to the west Village Limit. The cost for this work is \$30,000.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.

Municipality Village of Park Forest	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Baxter and Woodman, Inc.
Township Rich				Address 8840 West 192 nd Street
County Cook				City Mokena
Section 12-00096-00-RS				State Illinois 60448

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name North Street Resurfacing

Route Off-System Length 0.43 Mi. 2,250 FT (Structure No. _____)

Termini West Village Limits to Orchard Drive

Description:

Preliminary engineering services for HMA surface removal and roadway resurfacing. See Exhibits A and B. ENGINEER's Project No. 110222.40.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees
Under \$50,000		Cost Plus Fixed Fee (see note)
		<u>Not To Exceed \$30,000.00</u> %
		<u>As Shown On Attached Exhibit C</u> %
		_____ %
		_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Park Forest of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Clerk
(Seal)

By _____

Title Mayor

Executed by the ENGINEER:

Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

ATTEST:

By Peggy Yarbrow

Title Deputy Secretary

By [Signature]

Title Vice President / COO

Approved

Date
Department of Transportation

Regional Engineer

VILLAGE OF PARK FOREST, ILLINOIS
NORTH STREET RESURFACING
SECTION: 12-00096-00-RS

EXHIBIT A

PROJECT DESCRIPTION

This PROJECT will consist of the engineering services required to prepare Final Contract Documents for the hot-mix asphalt removal and resurfacing on North Street from the west Village Limits to Orchard Drive in the Village of Park Forest, Illinois. The work will include hot-mix asphalt surface removal, pavement patching, spot curb and gutter removal and replacement, hot-mix asphalt resurfacing and pavement markings. The PROJECT length is 0.43 miles (2,250 feet).

I:\Crystal Lake\PRKFT\110222\Contract\Exhibit A.doc

VILLAGE OF PARK FOREST, ILLINOIS
NORTH STREET RESURFACING
SECTION: 12-00096-00-RS

EXHIBIT B

SCOPE OF SERVICES

- **MANAGE PROJECT** - Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Attend one kick-off meeting with the LA to review the PROJECT, establish PROJECT criteria and clear lines of communication, and one progress meeting to review the Plans, Contract Proposal, and Estimate of Cost prior to submittal to the DEPARTMENT.
- **AGENCY COORDINATION** - Coordinate the proposed improvements with the DEPARTMENT. Notify and coordinate the proposed improvements with utility companies.
- **PHASE II PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - **DATA COLLECTION** - Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility plans and atlas pages, to assist with the preparation of design drawings.
 - **FIELD EVALUATION** – Perform a field evaluation of the existing pavement and curb and gutter to determine the limits of resurfacing, pavement patching and curb and gutter removal and replacement.
 - **GEOTECHNICAL REPORT** - Employ the services of a geotechnical subconsultant to collect five (5) pavement cores of the surface and base material to determine the composition of the existing pavement material. The geotechnical consultant will provide an analysis of the pavement cores and a report in accordance with the requirements of the DEPARTMENT.
 - **PRELIMINARY GEOMETRIC PLANS** - Prepare an existing and proposed typical section and the preliminary geometric plan sheets for the proposed improvements.

- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
 - ESTIMATE OF COST - Prepare a preliminary engineer's estimate of cost.
 - SPECIAL PROVISIONS – Prepare special provisions in accordance with DEPARTMENT guidelines.
 - QC/QA – Perform an in-house peer review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
- **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval.
 - ASSISTANCE DURING BIDDING - Assist the LA in solicitation of bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of contract.

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PRELIMINARY ENGINEERING
NORTH STREET RESURFACING
EXHIBIT C

ROUTE: NORTH STREET (OFF-SYSTEM)
LOCAL AGENCY: VILLAGE OF PARK FOREST
(Municipality)

SECTION: 12-00096-00-RS
PROJECT:
JOB NO.: 110222.40

METHOD OF COMPENSATION:
COST PLUS FIXED FEE 1
COST PLUS FIXED FEE 2
COST PLUS FIXED FEE 3
SPECIFIC RATE
LUMP SUM

X

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

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH)
COMPLEXITY FACTOR (R)
CALENDAR DAYS

152%
0

COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
MANAGE PROJECT									
MANAGE PROJECT	PRINCIPAL	2	\$69.52	\$139.00	\$211.00			\$51.00	\$401.00
	SR ENGINEER IV	6	\$56.99	\$342.00	\$520.00		\$17.00	\$127.00	\$1,006.00
AGENCY COORDINATION									
AGENCY COORDINATION	SENIOR ENGINEER IV	2	\$56.99	\$114.00	\$173.00		\$17.00	\$44.00	\$348.00
	ENGINEER III	12	\$37.50	\$450.00	\$684.00			\$164.00	\$1,298.00
	CADD TECH II	4	\$30.02	\$120.00	\$182.00			\$44.00	\$346.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
DATA COLLECTION									
FIELD EVALUATION	ENGINEER III	4	\$37.50	\$150.00	\$228.00		\$17.00	\$57.00	\$452.00
GEOTECHNICAL REPORT	ENGINEER TECH III	20	\$36.77	\$735.00	\$1,117.00		\$34.00	\$273.00	\$2,159.00
PRELIMINARY GEOMETRIC PLANS	ENGINEER III	3	\$37.50	\$113.00	\$172.00	\$1,500.00		\$41.00	\$1,826.00
PROJECT DETAILS AND STANDARDS	ENGINEER III	58	\$37.50	\$2,175.00	\$3,306.00		\$82.00	\$807.00	\$6,370.00
	CADD TECH II	40	\$30.02	\$1,201.00	\$1,826.00			\$439.00	\$3,466.00
ESTIMATE OF COST	ENGINEER III	16	\$37.50	\$600.00	\$912.00			\$219.00	\$1,731.00
	CADD TECH II	8	\$30.02	\$240.00	\$365.00			\$88.00	\$693.00
SPECIAL PROVISIONS	ENGINEER II	16	\$32.62	\$522.00	\$793.00			\$191.00	\$1,506.00
	CADD TECH II	6	\$30.02	\$180.00	\$274.00			\$66.00	\$520.00
QC/QA	ENGINEER II	12	\$32.62	\$391.00	\$594.00			\$143.00	\$1,128.00
	CLERICAL	6	\$24.34	\$146.00	\$222.00			\$53.00	\$421.00
	SR ENGINEER IV	8	\$56.99	\$456.00	\$693.00			\$167.00	\$1,316.00
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST	ENGINEER III	16	\$37.50	\$600.00	\$912.00			\$219.00	\$1,731.00
	CADD TECH II	12	\$30.02	\$360.00	\$547.00			\$132.00	\$1,039.00
	CLERICAL	2	\$24.34	\$49.00	\$74.00			\$18.00	\$141.00



PRELIMINARY ENGINEERING
NORTH STREET RESURFACING
EXHIBIT C

ROUTE: NORTH STREET (OFF-SYSTEM)
LOCAL AGENCY: VILLAGE OF PARK FOREST
(Municipality)

SECTION: 12-00096-00-RS
PROJECT:
JOB NO.: 110222.40

METHOD OF COMPENSATION:
COST PLUS FIXED FEE 1
COST PLUS FIXED FEE 2
COST PLUS FIXED FEE 3
SPECIFIC RATE
LUMP SUM

X

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

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH)
COMPLEXITY FACTOR (R) 152%
CALENDAR DAYS 0

COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
ASSISTANCE DURING BIDDING									
	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$347.00		\$17.00	\$86.00	\$678.00
	ENGINEER III	8	\$37.50	\$300.00	\$456.00			\$110.00	\$866.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
	TOTALS	273		\$9,805	\$14,902	\$1,500	\$184	\$3,609	\$30,000.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):

VEHICLE EXPENSES - TRAVEL, 245 MI @ \$0.555/MILE

POSTAGE

ENVIRONMENTAL DATABASE SEARCH

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):

GEOTECHNICAL SUBCONSULTANT

\$136.00

\$48.00

\$1,500.00



AGENDA BRIEFING

DATE: February 15, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Purchase of Design & Fabrication of Interpretive Signs for Rail Fan Park

BACKGROUND/DISCUSSION:

Part of the development of the new Rail Fan Park at the CN Connection at our Matteson lot has been a plan to have several interpretive boards to explain several important things about the connection, railroading in general and the adjacent Old Plank Road Bike Trail. We have used as the prototype for this the interpretive sign panels installed at Central Park Wetlands. We have worked with Ms. Lise Schools of Interpretive Ideas. We have found Lise to be very effective at telling a big story with just a few graphics, photos and a minimum of copy so as to keep visitors attention. We have also been very satisfied of the quality and durability of the high-pressure laminate plastic panels that have been at Central Park for over 5 years. Copies of two of her wetlands boards are attached for your review.

We met with Lise to discuss the Rail Fan Park project last week and have furnished here with a variety of materials for her research. We expect her to do other research to round out the various messages to be told. Her attached proposal is for eight (8) panels varying in size from 18" X 36" to 42" X 36". The final size will depend on the topic, the location and the result of our research. Attached is a brief synopsis of eight boards and some preliminary research about the messages to be included on each. We have identified several resources, including CN, for this information. Her proposal is attached in the amount of \$12,844. Since this involves research, design and sizing of the finished product, we will allow for a 10% contingency to account for changes. Since this is also a true "professional service" it is being presented as a single source purchase.

Therefore, we would request approval of the of the proposal for design and furnishing of interpretive signs for the Rail Fan Park in an amount up to \$14,130 out of construction funds for the park.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 20, 2012 for approval.



Proposal

To: Rob Gunther, John Joyce

Park Forest Recreation and Parks Dept.
Park Forest, IL

Proposal #: 012812
Date: January 28, 2012

Interpretive Ideas

P.O. Box 355
Okemos, MI 48805-0355

Phone: 517/347-0861
Fax: 517/347-1504

Email: lise@interpretiveideas.com

Street Address:
2300 Kewanee Way
Okemos, MI 48864

Description: Eight (8) High-pressure laminate panels
Four (4) 36" x 24" panels with in-ground posts and hardware (Prairie, Signals, Plank Road, Caboose)
Two (2) 48" x 36" upright panels with in-ground posts, 2 posts per sign (Orientation signs at Rail Fan Park and Plank Road Trail)
Two (2) 18" x 36" rail mounted panels (CNR Connection, Chicago Railroad History)

Tasks

1. Text research, writing and editing
 2. Sign text layout for first draft
- Client Review**
3. Editing based upon client review
 4. Graphics and layout for second draft

Client Review

5. Editing based upon client review
- Final design review for approval**
6. Preparation of files for manufacture of high-pressure laminate panels
 7. Project oversight and liaison with Systeme Huntingdon/Folia during fabrication

Deliverables

Finished signs shipped to: Park Forest, IL

Benchmarks for Payment: 50% upon submission of first draft

NOTES

Sign installation is the responsibility of the client

Sign cost per sign includes:

1. Text writing, design and expenses
2. Sign panels, posts, installation hardware, proofs, color samples
3. Shipping

36" x 24" panels = \$1302/panel

48" x 36" panels = \$1904/panel

18" x 36" panels = \$1415/panel

Project management = \$998.00*

*Project management is a percentage of the total fabrication cost.

TOTAL	\$12,844.00
--------------	-------------

Proposal prepared by: Lise Schools

Proposal valid for 30 days.

Possible Interpretive Signs for Rail Park

- The CN Connection Specifics (what we see, why & how it impacts)
- History of Railroad Impact on Chicago
- Old Plank Road Trail History (the name, connection to railroading, how it happened, timeline)
- Old Plank Road Trail Context (Grand Il Trail, connections, future)
- Railroad Cars (types to see, how changed, Intermodal transport)
- Prairie Landscape of Rural Illinois

1. The Park Forest Rail Park Connection

- CN Acquis of 198 miles of track - EJ&E (CN 2003 Report)
- The Connection: 11.5 degree curve on railbed - 3.5 mi of new track (2003 doc)
- 700 passenger & 500 freight trains pass thru Chicago daily (2003 doc)
- Chicago 3rd busiest Intermodal Hub in World after Hong Kong / Singapore (2003 doc)
- \$300M project to provide a way AROUND rather than THROUGH Chicago (2003 doc)
- CN average traffic density map (2003 doc / pg 14-15)
- Rail as the "greenest" most energy efficient transportation choice (2003 doc)
- 1995 CN was privatized from a Gov't Carrier to a Private RR with sale of stock

2. Chicago's Railroad History

- Chicago established the entire railroad pattern of North America (Trains Mag 2003)
- Chicago also became the central problem (bottleneck) for N American RR traffic
- "efficiency of the Chicago RR interchange has substantial impact on the entire No American RR system" (Trains 2003)
- "More RR crossed each other more times in Chicago than anywhere in America"
- Bypassing (going around) Chicago was a known solution from the early 19th Century, but multiple railroad ownerships and the lack of "track sharing" prevented it from happening.

3. Old Plank Road Trail History

- The "Joliet & No Indiana RR" built a bypass originally constructed as a wooden plank hwy in 1849 and in 1855 converted to a 44 mile long RR. This "J" cutoff was never successful and after several ownerships was abandoned by Conrail in 1976. (Iron Horse pg 59)
- See OPRT Website www/optr.org/history ... timeline - especially highlights in the effort to acquire and build the trail.

- Quote: "...took 6 years to build the RR bypass" "it took over 20 years to unbuild the RR and open the renowned trail!" (website pg 7)
- Possible photos of some of the markers and railroad related elements along the trail with explanation of what they were used for.
- Photos and explanation of some historical RR fixtures/elements (to be donated by CN) and installed in and around the park and trail. (things that would have been seen when the trail was the bypass)

4. OPRT in Context as a Major Bike Trail

- Current map of Grand Illinois Trail
- GIT "1990's a network of No ILL Trails & IDNR partners deve the GIT as a link of existing trails, new trails and established on-road connections. (GIT website on IDNR)
- Result -- "a 500 mile connected trail"
- OPTR makes up 22 miles of a 40 mile trail segment between Lansing and Joliet.
- OPTR makes up 22 miles of an 80 mile trail network connecting the Prairie Path (Maywood), 10 miles of Chicago's Lakefront, the Burnham Greenway and OPRT to Joliet.

5. Railroad Cars - Yesterday and Today

(Install next to the Caboose perhaps a sketch / picture of each type with brief notes)

- Railroad Cars some you may see from the viewing platform many are no longer seen
- The Caboose - What were they for / why not seen anymore, some history about ours
- The Box Car - It used to be a boxcar was a boxcar was a boxcar. No more! Numbers dwindled by the end of the 20th Century in favor of specialty cars.
- Hopper Cars - 100 ton jumbo hopper cars have replaced box cars for transporting grain.
- Livestock Cars (with slatted wood sides) Important during the time of the Chicago Stockyards 18??, but no longer used ...
- Refrigerated Cars -- allowed stockyards / meat packing to be decentralized and shipping of the finished product rather than livestock. Still a common sight.
- Tank Cars - Fleets were reduced by the 1960's due to trucking industry and completion of oil pipelines, but still a common sight.
- Coal Cars -- Early years of Illinois Central used many to ship soft Illinois coal and grain to Chicago. Still common sightings but environmental issues have reduced coal shipments
- Intermodal Container Cars are now the norm - look for single and double high stacks
- Bi and Tri-level Auto Carriers will also be seen.
- Coaches & Passenger Cars - perhaps some detail info about Metra Electric Cars and / or historical info about Pullman in Chicago.
- Research info & details about "Thrall Car" down the trail to the east in Ch Hts.

6. Prairie and native landscape Environments

- North Central Illinois and the Thorn Creek Watershed are part of the transitional area that marked the end of the eastern forests and the beginnings of the western prairie. The landscape of the Rail Fan Park is planned to highlight different prairie environments that settlers would have experienced as they moved into and traveled through Illinois.
- Interpretive signs will highlight different aspects of this historical landscape.
- Open prairie comprises the bulk of the park landscape with trees and shrubs that would have been part of the open prairie.
- Prairie potholes - unique micro environments comprised of shallow "potholes" within the broader expanse of prairie. Two such depressions will be planted to these distinctive micro environments and the path will be planned to pass near at least one of them.
- Open woodland along the Holden Park section of the Trail depicting transitional landscapes that marked the blending of forested woodlands to the open prairie.
- Explanation of this landscape intended for visitors to be able to learn and take home specific ideas and species to use in their own landscape.





AGENDA BRIEFING

DATE: January 18, 2012

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: Deed in Lieu of Foreclosure – 6 Apache

BACKGROUND/DISCUSSION:

As was the case in September 2009 when the Village had the opportunity to acquire the properties at 258 Arcadia and 309 Minocqua, in November 2010 with 201 Miami and December 2011 with 211 Mantua where the Village had demolished the houses with the consent of the property owners and in turn transferred the properties to the Village of Park Forest in lieu of foreclosure, once again another property, 6 Apache is in the same position.

For the property at 6 Apache, the Village incurred costs and expenses related to grass/weed cutting and demolition, respectively. As it is authorized to do pursuant to the Illinois Municipal Code, the Village recorded liens on both properties for the costs incurred by the Village. In order to recoup its costs, the Village filed complaints for foreclosure against each property in September 2006 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owners of 6 Apache, the Village will be able to obtain title to the property and dismiss the foreclosure complaints against those property owners. In doing so, the Village must agree that it will not seek any other relief against the property owner. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 6 Apache.

The ordinance to follow authorizes the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for each property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides: (Please note that the ordinance reads president and not mayor.)

Sec. 2-2. Acquisition of real estate for public purposes.

- (a) The president and board of trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:
 - (1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.
 - (2) Authorize any debt or borrowing necessary to accomplish such acquisition.
- (b) The president and board of trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on each property declared null and void. The above ordinances make clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the properties to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning these documents, please do not hesitate to contact me.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Regular Meeting Agenda for February 20, 2012 for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING
THE ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS 6 APACHE, PARK FOREST
BY DEED IN LIEU OF FORECLOSURE**

WHEREAS, the Village of Park Forest (hereinafter the “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, the heirs of Stanley and Lois Marie Wontkowski (the “Heirs”), are the owners of the property commonly known as 6 Apache, Park Forest, Illinois, P.I.N. 32-30-210-043-0000 (hereinafter “Property”) and legally described as follows:

LOT 1 IN BLOCK 9 IN THE VILLAGE OF PARK FOREST AREA NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 3 OF THE NORTHEAST 3 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Village filed a Verified Complaint for Foreclosure on June 4, 2009, in the Circuit Court of Cook County as Case No. 09 CH 17995 to foreclose liens recorded in favor of the Village; and

WHEREAS, the Heirs have indicated that they are willing to convey the Property to the Village via deed in lieu of foreclosure and the Village desires to accept a Warranty Deed from the Heirs for the Property; and

WHEREAS, general taxes and assessments for the years 2003, 2006, 2007, 2008, 2009, 2010 and 2011 are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village’s home rule authority.

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

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Acquisition of Property. The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire a Warranty Deed for the Property via deed in lieu of foreclosure for public purposes as may be determined.

Section 3. Execution of Documents. The Village Manager or his designee is hereby authorized and directed to execute any and all documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

Section 4. Severability and Repeal of Inconsistent Ordinances If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or

application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: February 13, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance granting a Conditional Use for a Religious Temple and Cultural Center, located at 99 Dogwood Street (Hindu Cultural Center)

BACKGROUND/DISCUSSION:

The Village has received a request from the Hindu Cultural Center (property owner) for a Conditional Use to permit a religious temple and cultural center at the property at 99 Dogwood Street. This property is currently only used as a cultural center. This request is described in more detail in the Staff report to the Plan Commission (see attached).

Consistent with Section 118-28 of the Park Forest Zoning Ordinance, the Plan Commission conducted a public hearing on this request at their January 17, 2012, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on December 29, 2011. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the conditions outlined in the attached memo from Plan Commission Chair Wickliffe-Lewis.

The attached Ordinance was reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of February 20, 2012, for First Reading.

MEMORANDUM

TO: Mayor and Board of Trustees

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

DATE: February 7, 2012

RE: Recommendation – Request for a Conditional Use in the R-2A, Multiple Family Residential Zoning District at 99 Dogwood Street

At our regular meeting on January 17, 2012, the Plan Commission conducted a public hearing and considered a request for a Conditional Use in the R-2A, Multiple Family Residential Zoning District to permit a religious temple and cultural center at 99 Dogwood Street.

After taking public comment and discussing this request, the Plan Commission voted unanimously to recommend approval of the requested Conditional Use as described in the Staff memo (January 11, 2012) presented to the Plan Commission at the meeting, with the following conditions:

- The building must be maintained in compliance with all building, fire, and property maintenance codes.
- The roof over the meeting/banquet hall must be repaired to prevent leaks into the building no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.
- The parking lots and access drives must be improved, including patching of potholes, seal coating, and re-striping, no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.

Best regards,
Vernita A. Wickliffe-Lewis, Chair

PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: January 11, 2012

RE: NEW BUSINESS – Plan Commission Meeting of January 17, 2012
Public Hearing to consider a Request for a Conditional Use in the R-2A, Multiple Family Residential Zoning District at 99 Dogwood Street

A request has been submitted by the Hindu Cultural Center for a Conditional Use to permit a religious temple and cultural center at 99 Dogwood Street. This property is currently used only as a cultural center.

As required by the Zoning Ordinance, notice of this public hearing was published in the Southtown/Star Newspaper on December 29, 2011.

Section 118-133 of the Park Forest Zoning Ordinance specifies the conditional uses that are permitted in the R-2A, Multiple Family zoning district. Among these uses are “churches, chapels, temples, synagogues, and church cemeteries”. It is under this provision that the applicant makes this request. In describing the process for approval of conditional uses, Section 118-28(a) of the Zoning Ordinance states that in addition to those uses allowed by right in a particular zoning district,

It is recognized that there are certain other uses which may be necessary or desirable to allow in a given district but which on account of their potential influence upon neighboring uses or public facilities need to be carefully regulated with respect to location or operation for the protection of the community.

When considering a request for a Conditional Use, the Plan Commission and Board of Trustees would typically consider such issues as on-site parking and loading facilities, vehicular and pedestrian access, proper protection of adjacent properties and other site development issues.

The Hindu Cultural Center has owned this property since November 1991, when they purchased it from School District 163. In November 1990, while operating as Dogwood School, the property had a fire which destroyed a large portion of the building. The school district abandoned the property after the fire, and then subsequently sold it to the Hindu Cultural Center. On June 28, 1993, the Village Board approved Ordinance 1503 to permit a modification to a Planned Unit Development-Planned Residential Stage II Development Plan. The modification to the existing PUD-Development Plan allowed the property to change from a school use to a cultural center for area Hindus. Since that time, the Village’s Zoning Ordinance was completely revised, and the PUD process is no longer used for this type of change in use. Now, the Zoning Ordinance requires the approval of a Conditional Use for a religious institution in the R-2A Multiple Family Residential zoning district.

The Hindu Cultural Center proposes to expand the use of the property at 99 Dogwood Street to include religious services as the Durga Temple of Greater Chicago. The building currently consists of a large meeting/banquet room that accommodates approximately 200 people, and the temple hall in which religious services will be held. The Hindu Cultural Center currently has approximately 100 families. The Center is open every morning from 7 am until noon, and again at 7:30 pm. Regular services will be held on the second and fourth Saturdays of each month from 6:30 pm to 9:30 pm.

Attached is a plat of survey of the property at 99 Dogwood Street. This plat of survey shows that the property includes the primary building, parking lot, and a small, fenced area that is completely paved. There is also a large foundation on the north side of the building, which is the foundation from the structure fire. Parking is located in two small lots on the west side of the building, together they accommodate approximately 54 parking spaces (the parking lot striping is faded, so it is difficult to determine the exact number of parking spaces). Parking for churches “and other similar places having facilities designed for public assembly” is required at a ratio of one parking space for each four persons designed to be accommodated in the largest single area for assembly. As noted above, the large meeting/banquet room accommodates 200 people. Therefore, the 54 parking spaces are sufficient for the existing and proposed use.

However, the parking lots and driveway approaches are not in good condition. Both parking lots have numerous cracks and the parking space striping is extremely faded. The driveway approaches have potholes. Staff recommends that these problems should be corrected as a condition of approval of the Conditional Use.

Furthermore, this property has had a chronic problem with code enforcement issues, primarily related to grass mowing and property maintenance. Currently, the Community Development Department has observed that the ceiling in the meeting/banquet room was leaking. Staff recommends that the roof should be repaired, and the property owner should provide assurances that the lawn will be kept adequately mowed during the appropriate months, as a condition of approval of the Conditional Use.

The property is bordered on the north property line by the Area B Cooperative housing development, on the south and west property lines by the Cedarwood Cooperative housing development, and on the east property line by a ComEd utility easement. Most religious institutions in Park Forest are located in residential areas, such as where the Hindu Cultural center is located.

Based on the review of the site for the proposed use, Staff recommends the following conditions:

- The building must be maintained in compliance with all building, fire, and property maintenance codes.
- The roof over the meeting/banquet hall must be repaired to prevent leaks into the building no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.
- The parking lots and access drives must be improved, including patching of potholes, seal coating, and re-striping, no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider this request for a Conditional Use to permit a religious temple and cultural center at 99 Dogwood Street, and make a recommendation to the Board of Trustees on this request.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A RELIGIOUS TEMPLE AND CULTURAL CENTER,
LOCATED AT 99 DOGWOOD STREET,
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

WHEREAS, the Village of Park Forest Zoning Ordinance (“Zoning Ordinance”) requires the individual approval of certain uses (known as “conditional uses”) in specific zoning districts after consideration by the Plan Commission and approval by the Board of Trustees; and

WHEREAS, the Hindu Cultural Center (“Applicant”) has submitted an application for a conditional use in the R-2A, Multiple Family Residential Zoning District pursuant to Section 118-133 of the Zoning Ordinance (“Application”) to allow for a religious temple and cultural center at the Hindu Cultural Center, 99 Dogwood Street, Park Forest, Illinois, P.I.N. 32-30-300-010-0000 (“Subject Property”); and

WHEREAS, on December 29, 2011, a notice of public hearing for the Application was published in *The Southtown/Star*, a newspaper of general circulation within the Village; and

WHEREAS, the Plan Commission conducted the public hearing to consider the Application on January 17, 2012; and

WHEREAS, upon the conclusion of the public hearing, the Plan Commission unanimously recommended approval of the requested conditional use, subject to the conditions set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that allowing the conditional use for a religious temple and cultural center serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

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

Section 3. Additional Finding. In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from district regulations are necessary to accommodate the conditional use.

Section 4. Conditional Use Granted. A conditional use is hereby granted to the Property Owner pursuant to the Plan Commission’s recommendation and Section 118-28 of the Village Code for the operation of a religious temple and cultural center at the Subject Property as permitted pursuant to Section 118-133 of the Zoning Ordinance.

Section 5. Conditions of Conditional Use Grant. The conditional use granted herein is subject to the following conditions in the interest of the public health, safety and welfare as prescribed by Section 118-28 of the Zoning Ordinance:

1. Compliance with Applicable Laws. The Applicant shall comply with all applicable federal, state and local laws and ordinances relating to permitting, construction and similar actions.
2. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
3. Compliance with Village Codes. The Applicant shall ensure that the Subject Property will be maintained in compliance with all building, code enforcement, fire, and health codes.
4. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
5. Compliance with R-2A Multiple Family Residential Zoning District. The Applicant shall comply with all other applicable requirements of the R-2A Multiple Family Residential Zoning District.
6. Compliance with Plans. Any construction pursuant to the conditional use granted herein shall be in accordance with the plans, testimony and other evidence presented by the Applicant at the public hearing, with the exception of minor changes that will not alter the essential character of the development as presented.
7. Conditional Use Limited to Applicant. The conditional use shall be limited to the Applicant and shall not be transferable except upon reapplication, hearing and approval in the manner provided by the Village Code.
8. Agreement to Terms of Ordinance. This Ordinance shall be signed by an authorized officer of the Applicant to signify its agreement to the terms hereof.
9. Building Roof. The Applicant must repair the roof over the meeting/banquet hall at the Subject Property to prevent leaks into the building, subject to the approval of the Village, no later than six (6) months after approval of the requested conditional use pursuant to this Ordinance by the Board of Trustees, or the conditional use granted herein shall automatically be revoked and shall terminate.
10. Parking Lot. The Applicant must improve the parking lots and access drives at the Subject Property, including patching of potholes, seal coating and re-striping

of the lots, subject to the approval of the Village, no later than six (6) months after approval of the requested conditional use pursuant to this Ordinance by the Board of Trustees, or the conditional use granted herein shall automatically be revoked and shall terminate.

11. Duration of Conditional Use. The conditional use granted herein shall be permitted for as long as the Subject Property is used as a religious temple and cultural center by the Applicant.

Section 6. Violation of Condition or Code. Any violation of (i) any term or condition set forth in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals granted in this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

Village Clerk

ACKNOWLEDGMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

HINDU CULTURAL CENTER

Print Name:

Title:

_____, 2012
Date

AGENDA BRIEFING

DATE: February 13, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street

BACKGROUND/DISCUSSION:

The property at 259 Arrowhead Street was recently donated to Habitat for Humanity Chicago South Suburbs because the owner is living in a nursing home and her family lives out of state. Habitat does not intend to use this house for their program because it is located in the Eastgate neighborhood and the conditions in the neighborhood are such that they do not want to move new families into the area. Therefore, Habitat has offered to donate the property to the Village to further plans for redevelopment of the neighborhood. The house is currently in deteriorated condition and will be demolished when funds become available.

The Village Attorney prepared the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of February 20, 2012, for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 259 ARROWHEAD, PARK FOREST**

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Habitat for Humanity Chicago South Suburbs (hereinafter “Habitat”), an Illinois not-for-profit corporation, is the owner of record of the property commonly known as 259 Arrowhead, Park Forest, Illinois, P.I.N. 32-30-207-021-000 (hereinafter “Property”) and legally described as follows:

LOT 21 IN BLOCK 7 IN VILLAGE OF PARK FOREST AREA 1, A
SUBDIVISION OF PART OF THE NORTHWEST ¼ AND THE NORTHEAST
¼ OF SECTION 30 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING
SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE E.J. & E.
RAILROAD.

WHEREAS, Habitat has indicated that it is willing to convey title to the Property to the Village via Quitclaim Deed, and the Village desires to accept a Quitclaim Deed from Habitat for the Property; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable and in the best interests of the Village to acquire the Property from Habitat by Quitclaim Deed, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village’s home rule authority.

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

Section 1. **Recitals Incorporated.** The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. **Acquisition of Property.** The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property via Quitclaim Deed for public purposes as may be determined.

Section 3. **Execution of Documents.** The Village Manager or his designee is hereby authorized and directed to execute any and all additional documents as may be necessary or advisable to effectuate acquisition of the Property via Quitclaim Deed from Habitat.

Section 4. **Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional

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

Section 5. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

AGENDA BRIEFING

DATE: February 13, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street

BACKGROUND/DISCUSSION:

The house on the property at 228 Allegheny Street was one of seven homes demolished in September 2011 using Cook County Neighborhood Stabilization Program funds (two additional homes will be demolished in the near future using this same grant). The house was vacant and severely blighted. A lien in the amount of \$9,954.50 was placed on the property in December 2011 to account for the cost of demolition.

The current owner of the property, Wells Fargo Bank, N.A., has agreed to donate the property to the Village, provided the demolition lien is released. Wells Fargo will provide clear title to the property, pay taxes up to the day of closing, pay all past utility bills, and pay for closing costs to transfer title.

The Village Attorney prepared the attached Ordinance and has reviewed and approved the Donation Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of February 20, 2012, for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 228 ALLEGHENY, PARK FOREST**

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Wells Fargo Bank, N.A. (hereinafter “Wells Fargo”) is the owner of record of the property commonly known as 228 Allegheny, Park Forest, Illinois, P.I.N. 32-30-204-006-0000 (hereinafter “Property”) and legally described as follows:

LOT 5 IN BLOCK 3 OF THE VILLAGE OF PARK FOREST AREA NO. 1
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND
THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH
OF THE SOUTH RIGHT OF WAY OF ELGIN JOLIET AND EASTERN
RAILROAD, IN COOK COUNTY, ILLINOIS.

WHEREAS, pursuant to the authority of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e), the Village demolished the structure on the Property on or about September 22, 2011; and

WHEREAS, the Village, on December 21, 2011, recorded a Lien against the Property for the costs of demolition in the office of the Cook County Recorder of Deeds as Document Number 1135547002 (the “Lien”), for the amount of \$9,954.50; and

WHEREAS, Wells Fargo has indicated that it is willing to convey title to the Property to the Village via Warranty Deed in accordance with the terms of the Donation Agreement, attached hereto and incorporated herein as Exhibit 1, if the Village agrees to release the Lien, and the Village desires to accept a Warranty Deed from Wells Fargo for the Property; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable and in the best interests of the Village to acquire the Property from Wells Fargo by Warranty Deed, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village’s home rule authority.

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

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Acquisition of Property. The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property via Warranty Deed for public purposes as may be determined.

Section 3. Execution of Documents. The Village Manager or his designee is hereby authorized and directed to execute the Donation Agreement, in substantially the form as attached hereto as Exhibit 1, subject to attorney review, and to execute any and all additional documents as may be necessary or advisable to effectuate acquisition of the Property via Warranty Deed from Wells Fargo.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

EXHIBIT 1

DONATION AGREEMENT

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **228 ALLEGHENY STRET, PARK FOREST, IL 60466** ("Property"), dated and effective as of this 13 day of JANUARY, 2012, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **VILLAGE OF PARK FOREST**, a **Illinois Municipal Corporation** ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.
- C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) **Artifacts.** Archeological, prehistoric and historic artifacts, remains and relics.
- (c) **Endangered Species.** Endangered plant, animal and insect species.
- (d) **Hazardous Materials.** Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) **Physical Defects.** Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) **Land and Floor Area.** The area of the land and the square footage contained in any buildings or improvements.
- (g) **Utilities, Schools, Etc.** Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) **Assessment Districts.** The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE AND INDEMNITY.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **VILLAGE OF PARK FOREST**

350 Victory Drive

Park Forest, Illinois 60466

Attn: Village Manager

With a copy to:

M. Neal Smith

Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.

24 W. Cass St., 5th Floor

Joliet, Illinois 60432

If to the Donor:

Wells Fargo Bank, N.A.

1 Home Campus

Des Moines, Iowa 50328-0001

Attention: Whitney Tenboer , MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.

1 Home Campus

Des Moines, Iowa 50328-0001

Attention: General Counsel, MAC X9903-03K

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

VILLAGE OF PARK FOREST

Signature: _____

Print Name: _____

Title: _____

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

228 ALLEGHENY STRET
PARK FOREST, IL 60466

LEGAL DESCRIPTION

LOT 5 IN BLOCK 3 OF THE VILLAGE OF PARK FOREST AREA NO. 1 BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF ELGIN JOLIET AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 2

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax #:	

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

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

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID:

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

ADDENDUM TO DONATION AGREEMENT

PROPERTY ADDRESS: 228 ALLEGHENY STRET, PARK FOREST, IL 60466

DATE OF PURCHASE AND SALE AGREEMENT 1.13.2012

PURCHASER VILLAGE OF PARK FOREST

SELLER WELLS FARGO BANK, N.A

Closing date to be extended to on or before _____

Adjusted sales price to be _____

Other: **Section 1.1 of the Donation Agreement is amended to provide that the Donor shall pay all real estate taxes up to the date of closing. Donee shall receive a credit for the real estate taxes for the period of time up to the Closing Date for taxes not due and payable at the time of closing.**

Section 1.3 of the Donation Agreement is deleted in its entirety and replaced with the following language: "Title shall be transferred on the Closing Date via general warranty deed. Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions and restrictions of record, and building lines and easements, if any."

Section 2.1(k) and Section 2.1(l) of the Donation Agreement are deleted in their entirety.

SELLER:
[Seller's Name]

DONEE:
[Donee's Name]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____