

AGENDA

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

Village Hall

7:00 p.m.

February 27, 2012

Roll Call

1. An Ordinance Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure
2. An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center
3. An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street
4. An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street
5. Local Agency Agreement for Federal Participation for Lakewood/Indianwood Resurfacing
6. Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project
7. Supplemental Resolution for Improvement by Municipality to Resurface Lakewood/Indianwood
8. A Resolution Revising the Meeting Schedule for the Calendar Year 2012

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: February 21, 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 Rules Meeting Agenda for February 27, 2012 for discussion and the Board Regular Meeting for February 27, 2012 for consideration at Final 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 21, 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 Rules and Regular Board meeting agenda of February 27, 2012, for discussion and approval.

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-stripping

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:

ATTEST:

Mayor

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 22, 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 Rules Regular Board meeting agendas of February 27, 2012, for discussion and final 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:

ATTEST:

MAYOR

CLERK

AGENDA BRIEFING

DATE: February 22, 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 Rules and Regular Board meeting agendas of February 27, 2012, for discussion and final 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:

ATTEST:

MAYOR

CLERK

EXHIBIT 1

DONATION AGREEMENT

AGENDA BRIEFING

DATE: February 23, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Kenneth Eyer,
Director of Public Works

RE: Local Agency Agreement for Federal Participation for Lakewood/
Indianwood resurfacing

BACKGROUND/DISCUSSION: The Lakewood/Indianwood Resurfacing Project has been accepted and scheduled for bidding on the April 27, 2012 State letting. In order to meet this targeted letting the Illinois Department of Transportation requires the Village Board to approve the Local Agency Agreement for Federal Participation and return it by March 9. This agreement provides FHWA (STU) funding in the amount not to exceed \$727,125.00. This is based on 70% of the actual construction (\$975,000) and construction engineering costs (\$63,750) which total \$1,038,750. The Village share is estimated to be \$311,625.00.

Funding for the Village share will utilize Motor Fuel Tax Funds.

The Department of Public Works recommends the Board enter into this agreement to improve Lakewood and Indianwood Boulevards in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of February 27 for discussion and consideration.



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Village of Park Forest	State Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00095-00-RS	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-261-12	M-9003(969)				

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	1) FAU 1056	1) 0.76 mile
Local Name	1) Indianwood Boulevard 2) Lakewood Boulevard	Route 2)FAU 1055 Length 2) 0.93 mile
Termini	1) Sauk Trail to Western Avenue 2) Sauk Trail to Orchard Drive	

Current Jurisdiction	LA	Existing Structure No	N/A
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Project Description

Local Agency Pavement Preservation resurfacing

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	682,500	(*)		()	292,500	(BAL)	975,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	44,625	(*)		()	19,125	(BAL)	63,750
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 727,125		\$		\$ 311,625		\$ 1,038,750

*Maximum FHWA (STU) Participation 70% not to exceed \$727,125.

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

METHOD B--- _____ Monthly Payments of _____

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

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

Agreement Provisions

THE LA AGREES:

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

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

- (25) (Single Audit Requirements) That if the **LA** expends \$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 expend 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

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

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/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

**FAU 1056 INDIANWOOD BOULEVARD
 OMISSION BEGINS
 STA 118+45**

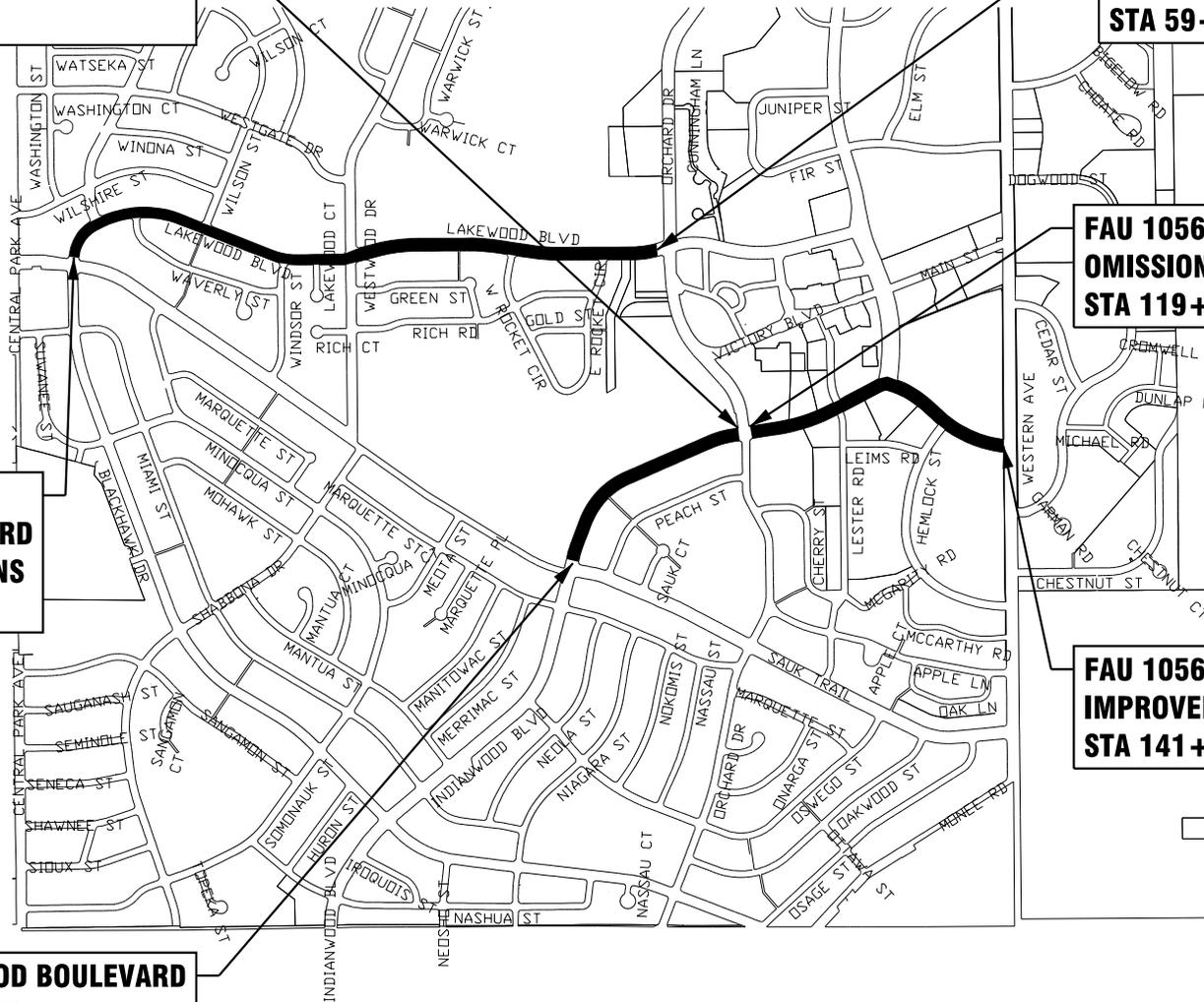
**FAU 1055 LAKEWOOD BOULEVARD
 IMPROVEMENT ENDS
 STA 59+62**

**FAU 1056 INDIANWOOD BOULEVARD
 OMISSION ENDS
 STA 119+69**

**FAU 1055
 LAKEWOOD BOULEVARD
 IMPROVEMENT BEGINS
 STA 10+78**

**FAU 1056 INDIANWOOD BOULEVARD
 IMPROVEMENT ENDS
 STA 141+39**

**FAU 1056 INDIANWOOD BOULEVARD
 IMPROVEMENT BEGINS
 STA 101+28 NORTHEAST BOUND
 STA 102+16 SOUTHWEST BOUND**



Burlington, Wisconsin 262.763.7834
 Chicago, Illinois 312.578.0050
 Crystal Lake, Illinois 815.459.1260
 DeKalb, Illinois 815.787.3111
 Grayslake, Illinois 847.223.5088
 Itasca, Illinois 630.778.1870
 Madison, Wisconsin 608.347.1542
 Mokena, Illinois 708.478.2090
 Plainfield, Illinois 815.609.7425

**VILLAGE OF PARK FOREST, ILLINOIS
 SECTION NO.: 11-00095-00-RS
 PROJECT NO.: M-9003(969)
 RESURFACING
 PROJECT LOCATION MAP**

DESIGNED BY TMS	SCALE NTS
DRAWN BY KAR	PROJECT NO. 091213
CHECKED BY TMS	SHEET NO.
DATE 01-19-2012	1 OF 1

AGENDA BRIEFING

DATE: February 24, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project.

BACKGROUND/DISCUSSION: The Lakewood/Indianwood Resurfacing Project has been accepted and scheduled for bidding on the April 27, 2012 State letting. If the Board enters into Local Agency Agreement for Federal Participation to comply with item 3 under Local Agency Agrees, "To provide..... engineering supervision during construction of proposed improvement", Baxter & Woodman has submitted an agreement for the necessary Construction Engineering Services (ESA). Baxter & Woodman will provide these services for a Total of \$63,750. According to the Local Agency Agreement for Federal Participation the Village will be responsible for \$19,125.00 (30%) of this amount.

DPW requests the Board enter into agreement with Baxter & Woodman to provide Engineering Services for the Orchard Drive improvements.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of February 27 for discussion and consideration.



Mr. Kenneth A. Eyer, P.E.
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

February 27, 2012

Subject: Village of Park Forest –Indianwood Boulevard / Lakewood Boulevard
Section No.: 11-00095-00-RS
Project No.: M-9003 (969)
Job No.: C-91-261-12

Dear Mr. Eyer:

The subject project has been reviewed and approved by the Illinois Department of Transportation and is ready to bid on the April 27, 2012 State letting. The improvements are intended for Indianwood Boulevard / Lakewood Boulevard and include pavement rehabilitation. In order for the project to be placed on the State's letting, the following items need to be approved by the Mayor and Village Board of Trustees and returned to IDOT by March 9, 2012:

- Five (5) copies of BLR 05611 - Construction Engineering Service Agreement for Federal Participation - \$63,750.00.
- Five (5) copies of BLR 05310 - Local Agency Agreement for Federal Participation, emailed to the Village by IDOT.
- Five (5) copies of BLR 09111 – Resolution for Improvement by Municipality Under the Illinois Highway Code - \$311,625.00.
- One (1) copy of the consultant selection letter which must be placed on Village letterhead and signed by the Mayor. This document will be sent via email.

Please review the items and place them on the Agenda for the upcoming Village Board meeting. Upon approval by the Village Board, all five copies of the enclosed documents should be signed and sealed by the Mayor and Village Clerk and returned to our attention for forwarding to the Illinois Department of Transportation.

8840 West 192nd Street

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com



Mr. Ken Eyer, P.E.
Village of Park Forest

February 27, 2012
091213.60 • Page No. 2

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

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Steve A. Larson, P.E.
President/CEO

Enc.

Local Agency	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
Village of Park Forest				Baxter & Woodman, Inc.
County				Address
Cook				8840 West 192 nd Street
Section				City
11-00095-00-RS				Mokena
Project No.	State			
M-9003 (969)	IL			
Job No.	Zip Code			
C-91-261-12	60448			
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address			
Kenneth Eyer, P.E. – Village Engineer 708.503.7702 / keyer@vopf.com	Dennis Dabros, P.E. – 708.478.2090 ddabros@baxwood.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 described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	1) Indianwood Boulevard 2) Lakewood Boulevard	Route	1) FAU 1056 2) FAU 1055	Length	1) 0.76 Miles 2) 0.93 Miles	Structure No.	N/A
Termini	1) Sauk Trail to Western Avenue 2) Sauk Trail to Orchard Drive						

Description: The work included in this Contract consists of hot-mix asphalt surface removal, curb and gutter removal and replacement, sidewalk removal and replacement, polymerized leveling binder, hot-mix asphalt surface course, structure adjustments, pavement markings, and other incidental and miscellaneous items of work in accordance with the Plans, Standards, and Specifications, and Special Provisions. ENGINEER's Project No.: 091213.60.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. 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.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per element)
- Lump Sum _____

5. 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.

6. The recipient shall not discriminate on the basis 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the 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.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (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.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: FAU 1055 and FAU 1056
 Local Village of Park Forest
 (Municipality/Township/County)
 Section: 11-00095-00-RS
 Project: M-9003 (969)
 Job No.: C-91-261-12

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 152 %
 Complexity Factor (R) 0.00
 Calendar Days 88

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 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 (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
PROJECT INITIATION	ENGR. III	24	\$37.50	\$900.00	\$1,368.00		\$56.00	\$337.00	\$2,661.00
	ENGR. TECH	8	\$36.77	\$294.00	\$447.00			\$107.00	\$848.00
	CLERICAL	2	\$24.34	\$49.00	\$74.00			\$18.00	\$141.00
CONSTRUCTION ADMINISTRATION	ENGR. III	48	\$37.50	\$1,800.00	\$2,736.00		\$52.00	\$665.00	\$5,253.00
	ENGR. TECH	4	\$36.77	\$147.00	\$223.00			\$54.00	\$424.00
	CLERICAL	8	\$24.34	\$195.00	\$296.00		\$80.00	\$83.00	\$654.00
FIELD OBSERVATION & CONSTRUCTION STAKING	ENGR. III	16	\$37.50	\$600.00	\$912.00			\$219.00	\$1,731.00
	ENGR. TECH	360	\$36.77	\$13,237.00	\$20,120.00		\$600.00	\$4,924.00	\$38,881.00
COMPLETION OF PROJECT	ENGR. III	4	\$37.50	\$150.00	\$228.00			\$55.00	\$433.00
	ENGR. TECH	40	\$36.77	\$1,471.00	\$2,236.00		\$54.00	\$545.00	\$4,306.00
MATERIAL TESTING						\$8,418.00			\$8,418.00
	Totals	514		\$18,843.00	\$28,640.00	\$8,418.00	\$842.00	\$7,007.00	\$63,750.00



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Diane M. O'Keefe, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County Cook
Municipality Village of Park Forest
Section 11-00095-00-RS
Route FAU 1055 / FAU 1056
Contract No. 63690
Job No. C-91-261-12
Project M-9003 (969)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

Dennis Dabros, P.E.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0347.

Bachelors Degree in Civil Engineering.
11 Years Experience working as an Resident Engineer of Federal Aid construction projects.

2-24-12 Date Signature of Applicant Project Manager Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

Diane O'Keefe, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County	Cook
Municipality	Village of Park Forest
Section	11-00095-00-RS
Route	FAU 1055 / FAU 1056
Contract No.	63690
Job No.	C-91-261-12
Project	M-9003 (969)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 2-24-12
Date


Signature and Title of Resident Construction Supervisor PROJECT MANAGER

Ed Mijares
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 10-0487.

Bachelor's Degree.
24 years of experience working as a resident engineer.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____
Date

Signature and Title of In Responsible Charge from BC-775

VILLAGE OF PARK FOREST, ILLINOIS
 INDIANWOOD BOULEVARD / LAKEWOOD BOULEVARD
 (FAU 1056 / 1055) – GCA & RPR
 SECTION NO.: 11-00095-00-RS
 Exhibit E

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.

VILLAGE OF PARK FOREST, ILLINOIS
 INDIANWOOD BOULEVARD / LAKEWOOD BOULEVARD
 (FAU 1056 / 1055) – GCA & RPR
 SECTION NO.: 11-00095-00-RS
 Exhibit F

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
INDIANWOOD BOULEVARD / LAKEWOOD BOULEVARD
(FAU 1056 / 1055) – GCA & RPR
SECTION NO.: 11-00095-00-RS

EXHIBIT G

ANTICIPATED PROJECT SCHEDULE

<u>Action</u>	<u>Target Date</u>
Notice to Proceed from State	June, 2012
Begin Construction	June, 2012
Substantial Completion	September, 2012

VILLAGE OF PARK FOREST, ILLINOIS
INDIANWOOD BOULEVARD / LAKEWOOD BOULEVARD
(FAU 1056 / 1055) – GCA & RPR
SECTION NO.: 11-00095-00-RS

IN-HOUSE DIRECT EXPENSES

Mileage: (rounded to nearest dollar)

- Project Initiation:	1 trip to IDOT	<u>102 mi</u> 102 mi x 0.555 = \$56.00
- Construction Administration:	4 trips to Village	<u>94 mi</u> 94 mi x 0.555 = \$52.00
- Field Observation:	45 trips to Site	<u>1080 mi</u> 1080 mi x 0.555 = \$600.00
- Completion of Project	4 trips to Site	<u>96 mi</u> 96 mi x 0.555 = \$54.00

Subtotal \$762.00

UPS/FED EX Shipping: (rounded to nearest dollar)

Assume 8 shipments @ \$10.00 per shipment = \$80.00

Total \$842.00

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

February 3, 2012

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

Mr. Dennis Dabros, P.E.
Baxter & Woodman
8840 West 192nd Street
Mokena, Illinois 60448

PROPOSAL AND CONTRACT

Construction Materials Testing Services
Lakewood and Indianwood Blvds.,
Park Forest, IL Sec. No. 1-00095-00-RS

Dear Mr. Dabros:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, discussed the project particulars with you and have incorporated the same within. QA site services only.

The estimated sequencing is as follows:

Concrete Bituminous	4 Pours 7 Placements	
<u>Portland Cement Concrete</u>		
Field Inspection – PCC Level II Estimate 16 hours @ \$115.00/hr		\$1,840.00
Concrete Cylinder Tests Estimate 16 cylinders @ \$23.00/cyl		\$ 368.00
Cylinder Pickup Estimate 2 hours @ \$95.00/hr		\$ 190.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 3 hours @ \$130.00/hr		\$ 390.00
Trip Charge Estimate 6 trips @ \$20.00/trip		\$ 120.00
	Subtotal:	\$2,908.00
<u>Bituminous Paving</u>		
Field Inspection – Bituminous Level II Estimate 38 hours @ \$115.00/hr		\$4,370.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 5 hours @ \$130.00/hr		\$ 650.00

PROPOSAL AND CONTRACT
Construction Materials Testing Services
Lakewood and Indianwood Blvds.,
Park Forest, IL Sec. No. 11-00095-00-RS

February 3, 2012
Page 2

Bituminous Paving (Cont'd.)

Nuclear Gauge Estimate 7 days @ \$50.00/day	\$ 350.00
Trip Charge Estimate 7 trips @ \$20.00/trip	\$ 140.00
Subtotal:	\$ 5,510.00
ESTIMATED TOTAL:	<u>\$ 8,418.00</u>

Invoicing terms will be net 30 days from date of invoice. If the proposal and the attached General Conditions are acceptable, please indicate by signing and returning it to our office. Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid for 2012 construction season. Negotiated increases required if prevailing wage rates increase.

SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.

APPROVED:

BAXTER WOOD MAN, INC.
Name of Firm

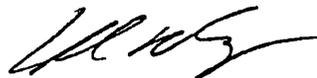

Authorized Signature

DENNIS DABAO
Printed Authorized Signature

2-3-12
Date



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm
Attachment
O:\Proposals\qc\B&W-Pk Frst 020312.doc

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

Baxter & Woodman, Inc. Consulting Engineers

Employees' Rates Effective January 1, 2012

Category	Employee Last Name	Employee Number	Average Rate
Principal	Ambrose	097	
Principal	Sprague	143	
Principal	Thomas	065	\$69.52
Sr. Engineer V	Amann	264	
Sr. Engineer V	Brunner	136	
Sr. Engineer V	Mick	599	\$61.09
Sr. Engineer IV	Baumann	445	
Sr. Engineer IV	Buzzell	611	
Sr. Engineer IV	Hammarstedt	521	
Sr. Engineer IV	Hausmann	262	
Sr. Engineer IV	Lenzini	111	
Sr. Engineer IV	Mitchell	484	\$56.99
Sr. Engineer III	Dachsteiner	259	
Sr. Engineer III	Sparber	607	
Sr. Engineer III	Verseman	519	
Sr. Engineer III	Washkowiak	338	\$50.80
Sr. Engineer II	Bianchin	554	
Sr. Engineer II	Cozzo	397	
Sr. Engineer II	Eberhard	608	
Sr. Engineer II	Ganfield	365	
Sr. Engineer II	Kolczaski	204	
Sr. Engineer II	Mitchell	312	
Sr. Engineer II	Orbon	512	
Sr. Engineer II	Slattery	556	\$45.38
Sr. Engineer I	Bromley	284	
Sr. Engineer I	Fluhr	323	
Sr. Engineer I	Naber	403	
Sr. Engineer I	Phipps	476	
Sr. Engineer I	Vogel	237	\$41.77
Engineer III	Bappert	630	
Engineer III	Boldt	392	
Engineer III	Code	488	
Engineer III	Dabros	346	
Engineer III	Hemmerich	448	
Engineer III	Hoffman	379	
Engineer III	Hudspeth	518	
Engineer III	Plant	274	
Engineer III	Rehg	455	
Engineer III	Schug	546	
Engineer III	Stec	420	\$37.50

Baxter & Woodman, Inc. Consulting Engineers

Employees' Rates Effective January 1, 2012

Category	Employee Last Name	Employee Number	Average Rate
Engineer II	Allen	602	
Engineer II	Brown	603	
Engineer II	Firsching	585	
Engineer II	Holmbeck	579	
Engineer II	Kelly	523	
Engineer II	Lucht	464	
Engineer II	Milanowicz	339	
Engineer II	Poole	613	
Engineer II	Sorenson	324	
Engineer II	Wallace	601	
Engineer II	Wedoff	495	\$32.62
Engineer I	Pendry	626	
Engineer I	Tague	618	
Engineer I	Trent	620	\$21.03
Engr. Tech. V	Davila	606	\$52.80
Engr. Tech. IV	DeBennette	283	
Engr. Tech. IV	Koenig	090	
Engr. Tech. IV	Mateja	622	\$45.09
Engr. Tech. III	Gibbons	315	
Engr. Tech. III	Hallock	163	
Engr. Tech. III	Himebaugh	086	
Engr. Tech. III	Hinderliter	399	
Engr. Tech. III	Martin	150	
Engr. Tech. III	Mijares	278	
Engr. Tech. III	Priebe	398	
Engr. Tech. III	Tanzillo	427	\$36.77
Engr. Tech. II	Didier	466	
Engr. Tech. II	Scribner	431	
Engr. Tech. II	Stoecker	296	\$34.06
Engr. Tech. I	Berg	531	
Engr. Tech. I	Molidor	435	\$23.59
CAD/ GIS/ Survey Tech. IV	Carlton	418	
CAD/ GIS/ Survey Tech. IV	David	566	
CAD/ GIS/ Survey Tech. IV	Eslick, S.	007	\$40.30
CAD/ GIS/ Survey Tech. III	Becker	078	
CAD/ GIS/ Survey Tech. III	Bisco	409	
CAD/ GIS/ Survey Tech. III	Botsch	231	
CAD/ GIS/ Survey Tech. III	Kalkbrenner	022	\$35.34

Baxter & Woodman, Inc. Consulting Engineers

Employees' Rates Effective January 1, 2012

<u>Category</u>	<u>Employee Last Name</u>	<u>Employee Number</u>	<u>Average Rate</u>
CAD/ GIS/ Survey Tech. II	Bette	271	
CAD/ GIS/ Survey Tech. II	Clark	263	
CAD/ GIS/ Survey Tech. II	Hastings	230	
CAD/ GIS/ Survey Tech. II	Morrow	207	
CAD/ GIS/ Survey Tech. II	Nacino	382	
CAD/ GIS/ Survey Tech. II	Roberson	560	
CAD/ GIS/ Survey Tech. II	Spears	344	
CAD/ GIS/ Survey Tech. II	Sweeney	567	\$30.02
CAD/ GIS/ Survey Tech. I	Muhammad	522	
CAD/ GIS/ Survey Tech. I	Sattler	563	\$22.79
Clerical I	Collins	461	
Clerical I	Crayton	209	
Clerical I	Kuiper	571	
Clerical I	Tobin	266	
Clerical I	Walkington	306	
Clerical I	Yarbro	270	\$24.34
Support Manager	Wellbank	093	\$37.15

Direct Costs:

Mileage Charges - Same as the Mileage Charge set by the U.S. IRS

Traffic Counters - \$50/day.

Postage - at cost

Raise Date^:

Wage rate increases anticipated for all staff on 1/1/13 and annually thereafter

AGENDA BRIEFING

DATE: February 24, 2012

TO: Mayor John Ostenburg,
Board of Trustees

FROM: Kenneth Eyer,
Director of Public Works

RE: Supplemental Resolution for Improvement by Municipality to Resurface
Lakewood/Indianwood BLR0911

BACKGROUND/DISCUSSION: This item is a follow up to the Local Agency agreement for Federal Participation for the Lakewood/Indianwood Resurfacing project and the Engineering Service Agreement. This resolution provides Motor Fuel Tax (MFT) funding in the amount of \$311,625.00 for construction and construction engineering for the Lakewood/Indianwood Resurfacing project. This document supplements the resolution passed November 21, 2011 providing \$45,000 for the design phase of this project. The \$311,625.00 is for the Village share (30%) of the construction cost.

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

SCHEDULE FOR CONSIDERATION: This item will appear on the Agendas of the Rules and Regular Meetings of February 27 for discussion and consideration.

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: February 17, 2012

SUBJECT: A RESOLUTION REVISING THE MEETING SCHEDULE FOR THE
CALENDAR YEAR 2012

BACKGROUND/DISCUSSION:

At the December 2011 Regular Board Meeting, the Village Board adopted its annual Holiday Meeting Calendar for 2012. As part of the calendar, the Board Meetings for the month of May were noted as

- Monday, May 7th - Rules Meeting
- Monday, May 21st - Regular Meeting
- Tuesday, May 29th - Rules Meeting/Regular Meeting

With the May 21st Board Meeting, both the Mayor and Village Manager will be away from Park Forest on Village business. After consultation with the Mayor it was suggested that the May 21st Board Meeting be moved up to the preceding Monday (May 14th). At the February 20, 2012 Regular Meeting this shift in schedule was shared with the Board with no scheduling conflicts being noted. The attached Resolution makes the scheduling change accordingly.

SCHEDULE FOR CONSIDERATION:

This issue will be on the Rules and Regular Meetings February 27, 2012 Rules and Regular Meeting agendas for Board consideration and approval.

RESOLUTION No. _____

A RESOLUTION AMMENDING THE HOLIDAY AND MEETING SCHEDULE FOR THE CALENDAR YEAR 2012

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest establishes a meeting schedule of Rules and Regular meetings each year so as to alert the public of when it will be convening; and

WHEREAS, the Mayor and Village Manager will be out of town jointly on Village business in the third week of May, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that the Holiday and Meeting Schedule for 2012 be revised as attached

ADOPTED this _____ day of _____, 2012

APPROVED:

ATTEST:

Mayor

Village Clerk

2012 Holiday and Meeting Schedule

	<u>Rules</u>	<u>Regular</u>	<u>Rules/Regular</u>	<u>Saturday Rules</u>
January	3 (Tues) (New Year's Day)	17 (Tues.) (M.L. King, Jr. Holiday)	23	7
February	6	20	27	4
March	5	19	26	3
April	2	16	23	14(Passover)
May	7	21 14	29	5
June	4	18	25	2
July	9	16	-	7
August	13	20	-	4
September	4 (Tues.) (Labor Day)	10 (2 nd Monday) (Rosh Hashanah)	24	8 (Labor Day)
October	1	15	22	6
November	5	19	26	3
December	3	17 (3 rd Monday) (Hanukah)	-	1

2012 Holidays When Village Hall Will Be Closed:

Monday, January 2, 2012 New Year's Day
Monday, January 16 Martin Luther King, Jr. Holiday
Monday, May 28 Memorial Day
Wednesday, July 4 Independence Day
Monday, September 3 Labor Day
Monday, November 12 Veteran's Day
Thursday, November 22 Thanksgiving Day
Friday, November 23 Day After Thanksgiving
Monday, December 24 Christmas Eve
Tuesday, December 25 Christmas Day
2 Floating Holidays of Employee's Choice

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

Village Hall 7:00 p.m. February 27, 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. Resolution: A Resolution Thanking Jane Troescher for her Years of Service to the Village of Park Forest
2. Motion: Local Agency Agreement for Federal Participation for Lakewood/Indianwood Resurfacing
3. Motion: A Motion to Enter into an Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project
4. Motion: A Motion to Approve a Supplemental Resolution for Improvement by Municipality to Resurface Lakewood/Indianwood
5. Resolution: A Resolution Revising the Meeting Schedule for the Calendar Year 2012

DEBATABLE:

6. Ordinance: An Ordinance Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure Final Reading)
7. Ordinance: An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street (Final Reading)
8. Ordinance: An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street (Final Reading)
9. Ordinance: An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center (Final Reading)

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve a Resolution Thanking Jane Troescher for her Years of Service to the Village of Park Forest
2. MOVED, that the Mayor and Board of Trustees approve entering into a Local Agency Agreement for Federal Participation for Lakewood/Indianwood Resurfacing
3. MOVED, that the Mayor and Board of Trustees approve an Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project with Baxter and Woodman providing the services for a total of \$63,750; the Village is responsible for \$19,125 (30%) according to the Local Agency Agreement for Federal Participation
4. MOVED, that the Mayor and Board of Trustees approve a Supplemental Resolution for Improvement by Municipality to Resurface Lakewood/Indianwood
5. MOVED, that the Mayor and Board of Trustees adopt a Resolution revising the meeting schedule for the calendar year 2012

2/27/2012

VILLAGE OF PARK FOREST

MEMORANDUM

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

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

DATE: February 22, 2012

**RE: A RESOLUTION THANKING JANE TROESCHER FOR HER
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

BACKGROUND/DISCUSSION:

After more than 22 years of service to the residents of Park Forest, Park Forest Police Records Supervisor Jane Troescher is retiring. The attached Resolution recognizes her career with the Village and wishes her well in her retirement.

SCHEDULE FOR CONSIDERATION:

This item will be on the consent agenda of the February 27, 2012 Regular Meeting for Board consideration and approval.

A RESOLUTION THANKING JANE TROESCHER FOR HER YEARS OF SERVICE TO THE VILLAGE OF PARK FOREST

- WHEREAS** Jane Troescher moved to Park Forest with her family at the age of five; and
- WHEREAS** Jane grew up on Nashua and Neosho streets and attended St. Irenaeus Catholic School and Blackhawk School as a child and later attended St. Mary's and Marian Catholic High School; and
- WHEREAS** Jane began her working career at Needham's Drug Store and Newman's Pharmacy in Park Forest; and
- WHEREAS** Jane Troescher had two sons Paul and Brian who grew up in Park Forest and attended Rich East High School; and
- WHEREAS** Jane Troescher continued to be employed in Park Forest working for Jewel Food and then for Strickler's Hardware for ten years; and
- WHEREAS** Jane Troescher joined the Park Forest Police Department on January 15, 1990 as a Part-Time Dispatcher; and
- WHEREAS** Jane Troescher became a Full-Time Dispatcher in 1991; and
- WHEREAS** Jane Troescher became an Administrative Assistant on April 1, 2001 replacing Jennie Gough; and
- WHEREAS** Jane Troescher was promoted to the newly created position of Records Supervisor on March 1, 2005; and
- WHEREAS** Jane Troescher's sons both married giving Jane two "daughters" Wendy and Tracy and together gave Jane five grandchildren Travis, Allison, Kyle, Nathan and Aaron; and
- WHEREAS** after 22 years of loyal and devoted service to the Village of Park Forest and its residents Jane Troescher, a true Park Forester, will retire on her leap year birthday, February 29, 2012 to spend more time with her family, friends and to go out and seek her next adventure.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the warmest appreciation of the Board, on behalf of the residents and businesses of the Village of Park Forest, be expressed to Jane Troescher for her years of service to the Village of Park Forest.

BE IT FURTHER RESOLVED that the Mayor and the Board wish Jane Troescher the best of luck as she sets out on whatever new path she chooses to follow and may she take time out to enjoy family and friends.

ADOPTED this day of February 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk