

AGENDA

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

Village Hall

7:00 p.m.

September 24, 2012

Roll Call

1. A Resolution Awarding a Contract for Demolition of 15 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract
2. An Approval of an Engineering Services Agreement for Construction Engineering Services Associated with Improvements to Blackhawk Drive
3. A Resolution to Approve a Revised Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director
4. Replacement of Type III Ambulance
5. Replacement of Digital Sign-Grant Funded
6. An Ordinance Authorizing the Acquisition of a Property at 219 Arrowhead Street
7. An Ordinance Amending Chapter 66 (“Offenses and Miscellaneous Provisions”) Article V “Minors”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by Adding New Sections 66-158 (“Improper Supervision of a Minor”) through Section 66-160 (“Contributing to the Criminal Delinquency of a Minor”)

Mayor’s Comments

Manager’s Comments

Trustee’s Comments

Attorney’s Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: September 17, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning
Jerry Martin, Code Enforcement Officer
Community Development

RE: Resolution Awarding a Contract for Demolition of 15 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

BACKGROUND/DISCUSSION:

Through the Village's involvement in the South Suburban Housing and Community Development Collaborative, the Village was awarded a \$236,250 grant from the State of Illinois's Department of Commerce and Economic Opportunity (ILDCEO). This grant is through the Illinois "Ike" Disaster Recovery Program, and it will be used to demolish 22 vacant, blighted homes primarily in the Eastgate Neighborhood.

The first invitation to bid for the demolition of homes included 15 homes. The invitation to bid was published in the Southtown/Star in accordance with Village policy for contracts that exceed \$20,000. Bids on the first invitation were opened on August 30, and responsive bids were received from seven contractors. The bid tabulation is attached.

This project consists of the removal of asbestos in the 12 homes in which it has been found, and the demolition and removal of all structures and pavement on each of the 15 properties listed below. All Ash trees and other problem trees as identified by Rob Gunther, Parks Superintendent, will be removed as part of this project. Each property will be graded and seeded prior to the completion of the project.

237 Arcadia	242 Allegheny	241 Arrowhead
239 Arcadia	299 Allegheny	243 Arrowhead
244 Arcadia	7 Apache	305 Seneca
247 Arcadia	18 Apache	127 Peach
231 Allegheny	31 Apache	511 Homan

Village Staff recommends that the Board award this contract to the low bidder - Shear Force Excavating, Inc., based in Steger, Illinois. The contract attached was provided by ILDCEO to ensure that all required grant elements are addressed, and it has been reviewed by the Village Attorney.

A second invitation to bid on the demolition of the remaining seven homes will be issued before the end of 2012 to complete this grant.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules/Regular Agenda of September 24, 2012.

Village of Park Forest, Illinois
CDBG-IKE Demolition of 15 Single Family Homes
Grant No. 08-357013
Bid Opening on August 30, 2012 – 10:00 am
BID Tabulation

Contractor Name Bid Bond Included	Bid Totals		
	With Salvage Rights	Without Salvage Rights	
**Shear Force Excavating 27 E. 36 th St, Unit D, Steger IL 60475	\$145,000.00 \$142,550.00 (VOPF)	\$145,000.00 \$142,550.00(VOPF)	Yes
Green Iron Demolition and Excavation 10934 S. Western Ave, Chicago, IL 60655 greenironrobm@yahoo.com	\$176,150.00 \$162,500.00 (VOPF)	\$176,150.00 \$162,500.00 (VOPF)	Yes
KLF Enterprises 2300 W. 167 th Street, Markham IL 60428	\$202,700.00	\$210,200.00 \$210,500.00 (VOPF)	Yes
Colfax Corporation 2441 North Leavitt St, Chicago IL 60646	NA	This bid is for asbestos only and is NONRESPONSIVE to the request	Yes
McDonagh Demolition 1269 W. LeMoyne St, Chicago, IL 60642	\$237,284.00 \$237,384.00 (VOPF)	\$237,284.00 \$237,384.00 (VOPF)	Yes
Bisping Construction Co., Inc. PO Box 654, New Lenox IL 60451	\$353,550.00	\$353,550.00	Yes
American Demolition Corporation 305 Ramona Avenue, Elgin IL 60120	\$345,867.00 \$345,776 (VOPF)	\$345,967.00 \$345,776 (VOPF)	Yes
Impactor P&P, Inc. 358 W. Army Trail, Bloomindale IL 60018	\$200,000.00 \$248,100 (VOPF)	\$200,000.00 \$248,100 (VOPF)	Yes

** = Apparent Low Bidder

VOPF = Village tally of per house bids for demolition/asbestos removal

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF PARK FOREST
AWARDING A CONTRACT FOR DEMOLITION AND
AUTHORIZING THE EXECUTION OF THE CONTRACT**

WHEREAS, the Village of Park Forest (the “Village”) is deeply concerned about the housing foreclosure crisis and the consequences for communities of the corresponding rise in vacant and abandoned properties; and

WHEREAS, the Village has adopted a comprehensive plan, which includes the DownTown Master Plan, the Strategic Plan for Land Use and Economic Development, the 211th Street Transit Oriented Development Plan, the Homes for a Changing Regional Plan, and the Growing Green: Park Forest Sustainability Plan; and

WHEREAS, demolition of vacant, blighted homes is consistent with goals outlined in the Strategic Plan for Land Use and Economic Development and the Homes for a Changing Region Plan; and

WHEREAS, the Village has received a Community Development Block Grant from the Illinois “Ike” Disaster Recovery Program to fund the demolition of 22 vacant, blighted single family structures; and

WHEREAS, the Village has issued an invitation for bids in accordance with Village policy for the demolition of 15 vacant, blighted homes and received seven qualified bids; and

WHEREAS, Shear Force Excavating, Inc. is the low bidder with a bid not to exceed One Hundred Forty-Five Thousand Dollars (\$145,000).

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

Section 1: The Village Manager is directed and authorized to execute the Contract with Shear Force Excavating, Inc., and such additional documents necessary for carrying out the Contract and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 2: The Village Manager is also authorized to carry out the transactions contemplated by the Contract.

Section 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of September, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

DATE: September 20, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Village Engineer – Public Works

RE: Approval of an Engineering Services Agreement for construction engineering services associated with improvements to Blackhawk Drive (FAU 1057).

BACKGROUND/DISCUSSION:

In June, the Board approved a Motor Fuel Tax Resolution for Improvement to Blackhawk Drive, and a Preliminary Engineering Services Agreement with Baxter and Woodman Consulting Engineers for Phase I and II as shown below. The Final plans and specifications that resulted from those phases have been submitted to IDOT for the November 9th letting with construction to begin next Spring.

This Engineering Services Agreement will secure the Phase III Construction Engineering as shown below. Services consist and include an onsite Project representative to assure compliance of contractor to the plans and specifications, measurement and computation of pay items, maintaining a daily record of work, inspection of work and materials, and other standard services during the construction phase of this project.

The total estimated costs are as follows:

- Phase I and II Engineering - \$47,500 (100% Village cost)
- Phase III Construction - \$1,400,000 (\$980,000 Federal Share, \$420,000 Village Share)
- Phase III Construction Engineering - \$100,000 (\$70,000 Federal Share, \$30,000 Village Share)
- Total Village Cost for project - \$497,500

This agreement will be funded 70% Federal, 30% Village. The Village will use Motor Fuel Tax Funds for its funding commitment.

The Board previously approved the Local Agency Agreement for Federal Participation at the September 10, 2012 Regular meeting.

RECOMMENDATION: Approve and enter into this Construction Engineering Services Agreement with Baxter and Woodman Consulting Engineers in the amount not to exceed \$100,000 dollars for work associated with improvements to Blackhawk Drive (FAU 1057).

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of September 24, 2012 for your discussion and consideration.



www.villageofparkforest.com September 24, 2012

Mayor

John A. Ostenburg

Village Trustees

Mae Brandon
Bonita Dillard
Gary Kopycinski
Kenneth W. Kramer
Robert McCray
Georgia O'Neill

Ms. Diane O'Keefe, P.E.
Deputy Director of Highways, Region Engineer
Illinois Department of Transportation
District 1 Office
201 West Center Court
Schaumburg, Illinois 60196-1096

Village Clerk

Sheila McGann

Attention: Mr. Christopher J. Holt, P.E., Bureau of Local Roads and Streets

Village Manager

Thomas Mick

Subject: Village of Park Forest – Blackhawk Drive Resurfacing
Section No.: 12-00097-00-RS
Project No.: M-4003 (077)
Job No.: C-91-566-12

Village Hall

350 Victory Drive
Park Forest, IL 60466
(708) 748-1112

Dear Ms. O'Keefe:

This is to inform you that we have selected Baxter & Woodman, Inc., of Mokena, Illinois, to perform construction engineering services for the subject project.

DownTown

Management Office

226 Forest Blvd.
(708) 503-8153

Because of their familiarity and past transportation construction related projects with the Village of Park Forest, readiness-to-serve, technical competence and fees which are consistent with the service provided, the Village believes that Baxter & Woodman, Inc., is the best qualified firm to serve the Village's engineering needs. In addition, we believe that by our continual reevaluation of the services provided by Baxter & Woodman, Inc., and our constant finding of satisfaction, we fulfill the spirit of the federal procurement procedure for selection of an engineering consultant. We hope you will concur with this belief and will approve the Construction Engineering Agreement between our Village and Baxter & Woodman, Inc.

Fire Department

156 Indianwood Blvd.
(708) 748-5605

Freedom Hall

410 Lakewood Blvd.
(708) 747-0580

Health Department

350 Victory Drive
(708) 748-1118

Very truly yours,

Police Department

200 Lakewood Blvd.
(708) 748-4700

**Recreation and
Parks Department**

350 Victory Drive
(708) 748-2005

John Ostenburg
Mayor



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

September 7, 2012

Subject: Village of Park Forest – Blackhawk Drive Resurfacing
Section No.: 12-00097-00-RS
Project No.: M-4003 (077)
Job No.: C-91-566-12

Dear Mr. Eyer:

The subject project has been reviewed and approved by the Illinois Department of Transportation and is ready to bid on the November 9, 2012 State letting. The improvements are intended for Blackhawk Drive 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 September 21, 2012:

- Five (5) copies of BLR 05611 - Construction Engineering Service Agreement for Federal Participation - \$100,000.00.
- Five (5) copies of BLR 05310 - Local Agency Agreement for Federal Participation, emailed to the Village by IDOT.
- 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



Consulting Engineers

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

September 7, 2012
120499.60 • Page No. 2

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

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Steve A. Larson".

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
12-00097-00-RS				Mokena
Project No.	State			
M-4003 (077)	IL			
Job No.	Zip Code			
C-91-566-12	60448			
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address			
Kenneth Eyer, P.E. – Village Engineer	Dennis Dabros, P.E. – 708.478.2090			
708.503.7702 / keyer@vopf.com	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	<u>Blackhawk Drive</u>	Route	<u>FAU 1057</u>	Length	<u>1.631 Miles</u>	Structure No.	<u>N/A</u>
Termini	<u>FAU 2830 (Monee Road) to FAU 1632 (Sauk Trail)</u>						

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.: 120499.60.

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 1057 (Blackhawk Drive)
 Local Village of Park Forest
 (Municipality/Township/County)
 Section: 12-00097-00-RS
 Project: M-4003 (077)
 Job No.: C-91-566-12

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 152 %
 Complexity Factor (R) 0.00
 Calendar Days 94

Cost Plus Fixed Fee Methods of Compensation:
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 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	SR ENGR. IV	8	\$56.99	\$456.00	\$693.00			\$167.00	\$1,316.00
	ENGR. III	32	\$37.50	\$1,200.00	\$1,824.00		\$56.00	\$447.00	\$3,527.00
	ENGR. TECH. III	16	\$36.77	\$588.00	\$894.00			\$215.00	\$1,697.00
	CLERICAL I	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
CONSTRUCTION ADMINISTRATION	ENGR. III	80	\$37.50	\$3,000.00	\$4,560.00		\$56.00	\$1,104.00	\$8,720.00
	ENGR. TECH III	8	\$36.77	\$294.00	\$447.00			\$107.00	\$848.00
	CLERICAL I	4	\$24.34	\$97.00	\$147.00		\$72.00	\$46.00	\$362.00
FIELD OBSERVATION & CONSTRUCTION STAKING	ENGR. III	40	\$37.50	\$1,500.00	\$2,280.00		\$167.00	\$572.00	\$4,519.00
	ENGR. TECH III	450	\$36.77	\$16,547.00	\$25,151.00		\$832.00	\$6,167.00	\$48,697.00
	CAD/GIS/SURVEY TECH. II	80	\$30.02	\$2,402.00	\$3,651.00		\$167.00	\$902.00	\$7,122.00
COMPLETION OF PROJECT	ENGR. III	16	\$37.50	\$600.00	\$912.00			\$219.00	\$1,731.00
	ENGR. TECH III	80	\$36.77	\$2,942.00	\$4,472.00		\$56.00	\$1,083.00	\$8,553.00
MATERIAL TESTING						\$12,629.00			\$12,629.00
Totals		818		\$29,723.00	\$45,178.00		\$1,406.00	\$11,064.00	\$100,000.00



**Illinois Department
of Transportation**

**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	12-00097-00-RS
Route	FAU 1057
Contract No.	63740
Job No.	C-91-566-12
Project	M-4003 (077)

- 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.

DateSignature and Title (for the Local Public Agency)

Ed Mijares

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 10-0487.

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

<u>9.7.12</u> Date	 Signature of Applicant	Resident Engineer 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	<u>Cook</u>
Municipality	<u>Village of Park Forest</u>
Section	<u>12-00097-00-RS</u>
Route	<u>FAU 1057</u>
Contract No.	<u>63740</u>
Job No.	<u>C-91-566-12</u>
Project	<u>M-4003 (077)</u>

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 9-7-12 _____ [Signature] PROJECT MANAGER
Date _____ Signature and Title of Resident Construction Supervisor _____

Dennis Dabros

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 11-0347.

Bachelors Degree in Civil Engineering.

11 Years Experience working as an Resident Engineer of Federal Aid construction projects.

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
 FAU 1057 (BLACKHAWK DRIVE) – GCA & RPR
 SECTION NO.: 12-00097-00-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
FAU 1057 (BLACKHAWK DRIVE) – GCA & RPR
SECTION NO.: 12-00097-00-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
FAU 1057 (BLACKHAWK DRIVE – GCA & RPR
SECTION NO.: 12-00097-00-RS

Exhibit G

ANTICIPATED PROJECT SCHEDULE

<u>Action</u>	<u>Target Date</u>
Notice to Proceed from State	April, 2013
Begin Construction	May, 2013
Substantial Completion	August, 2013

VILLAGE OF PARK FOREST, ILLINOIS
FAU 1057 (BLACKHAWK DRIVE – GCA & RPR
SECTION NO.: 12-00097-00-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>100 mi</u> 100 mi x 0.555 = \$56.00
- Field Observation:	ENGR. III -10 trips to Site ENGR. TECH. III - 50 trips to Site SURVEY TECH. II - 10 trips to Site	300 mi 1500mi <u>300 mi</u> 2100 mi x 0.555 = \$1,166.00
- Completion of Project	4 trips to Site	<u>100 mi</u> 100 mi x 0.555 = \$56.00
		Subtotal \$1,334.00

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

Assume 9 shipments @ \$8.00 per shipment = \$72.00

Total \$1,406.00

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

Category	Employee Last Name	Employee Number	Average Rate
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

BAXTER & WOODMAN, INC.
SEECO CONSULTANTS, INC.
BLACKHAWK DRIVE RESURFACING IMPROVEMENTS
SUBCONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2012 by and between Baxter & Woodman, Inc., hereinafter referred to as the ENGINEER and Seeco Consultants, Inc. hereinafter referred to as the SUBCONSULTANT.

WITNESSETH:

WHEREAS, ENGINEER has entered into an Agreement (PRIME AGREEMENT) on a date to be determined, with the Village of Park Forest, hereinafter referred to as the OWNER, to provide engineering services required by the OWNER for the construction engineering services to complete the Blackhawk Drive Resurfacing Improvements, hereinafter referred to as the PROJECT, and

WHEREAS, ENGINEER desires to engage the SUBCONSULTANT to perform certain of the consulting services related to the PROJECT, and

WHEREAS, SUBCONSULTANT represents that it is fully qualified and willing to perform the services required hereunder;

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. Scope of Services

A. SUBCONSULTANT agrees to perform, at the direction of the ENGINEER, the following services as described in the attached Proposal dated August 20, 2012.

II. Compensation

A. ENGINEER agrees to compensate the SUBCONSULTANT for the Scope of Services listed above an amount not to exceed \$12,629, inclusive of labor and expenses.

III. Terms and Conditions

A. ENGINEER and SUBCONSULTANT agree to be bound by the Standard Terms and Conditions attached hereto as Attachment A.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this AGREEMENT effective on the date first written above.

BAXTER & WOODMAN, INC.

NAME OF SUBCONSULTANT

By: DENNIS DABOW.

By:

Print

Print

Name:



Name:

Title:

PROJECT MANAGER

Title:

Date:

9-7-12

Date:

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

SEECO Consultants Inc.

CONSULTING ENGINEERS

August 20, 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
Blackhawk Dr., Park Forest, IL
Sec. No. 12-00097-00-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	7 Pours 6 Placements	
<u>Portland Cement Concrete</u>		
Field Inspection – PCC Level II Estimate 28 hours @ \$115.00/hr		\$3,220.00
Concrete Cylinder Tests Estimate 28 cylinders @ \$23.00/cyl		\$ 644.00
Cylinder Pickup Estimate 2 hours @ \$95.00/hr		\$ 190.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 6 hours @ \$130.00/hr		\$ 780.00
Trip Charge Estimate 9 trips @ \$25.00/trip		\$ 225.00
	Subtotal:	\$5,059.00
<u>Bituminous Paving</u>		
Field/Plant Inspection – Bituminous Level II Estimate 48 hours @ \$115.00/hr		\$5,520.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 4 hours @ \$130.00/hr		\$ 520.00

PROPOSAL AND CONTRACT

Construction Materials Testing Services
Blackhawk Dr., Park Forest, IL
Sec. No. 12-00097-00-RS

August 20, 2012

Page 2

Bituminous Paving (Cont'd.)

Nuclear Gauge		
Estimate 6 days @ \$50.00/day		\$ 300.00
Bituminous Core Density		
Estimate 24 cores @ \$45.00/each		\$ 1,080.00
Trip Charge		
Estimate 6 trips @ \$25.00/trip		\$ <u>150.00</u>
	Subtotal:	\$ 7,570.00
	ESTIMATED TOTAL:	<u>\$12,629.00</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:

Name of Firm



Donald C. Cassier
Director of Field Services

Authorized Signature



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

Printed Authorized Signature

Date

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

DCC:arm
Attachment

**BAXTER & WOODMAN, INC.
 SEECO CONSULTANTS, INC.
 BLACKHAWK DRIVE RESURFACING IMPROVEMENTS
 SUBCONSULTANT AGREEMENT
 ATTACHMENT A – STANDARD TERMS & CONDITIONS**

1. The attached Subconsultant Agreement and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. Baxter & Woodman, Inc. is herein referred to as ENGINEER, and Seeco Consultants, Inc. is herein referred to as SUBCONSULTANT.
3. SUBCONSULTANT may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by ENGINEER within 30 days of receipt of payment from Village of Park Forest.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten calendar days written notice by certified mail of intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, SUBCONSULTANT shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the ENGINEER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by SUBCONSULTANT.
5. SUBCONSULTANT agrees to hold harmless and indemnify the ENGINEER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that that such claims, losses, or damages are caused by SUBCONSULTANT'S negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the ENGINEER or other consultants, contractors or subcontractors working for the ENGINEER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of ENGINEER and the SUBCONSULTANT they shall be borne by each party in proportion to its negligence.
6. The SUBCONSULTANT acknowledges that ENGINEER is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The SUBCONSULTANT and ENGINEER agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, the SUBCONSULTANT shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from B&W's negligence in the performance of services under this Agreement. The ENGINEER shall be named as an additional insured on SUBCONSULTANT'S general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Liability:	Umbrella \$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
	\$1,000,000 combined		
Automobile Liability:	single limit		
9. SUBCONSULTANT is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
10. The ENGINEER may, at any time, by written order, make changes within the general scope of this AGREEMENT in the services to be performed by SUBCONSULTANT. If such changes cause an increase or decrease in SUBCONSULTANT'S fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by SUBCONSULTANT shall be furnished without the written authorization of the ENGINEER.
11. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
12. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



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 12-00097-00-RS	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-566-12	M-4003(077)				

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

Location

Local Name Blackhawk Drive Route FAU 1057 Length 1.631 miles
 Termini Monee Road (FAU 2830) to Sauk Trail (FAU 1632)

Current Jurisdiction LA Existing Structure No N/A

Project Description

Hot-Mix Asphalt surface removal and resurfacing along Blackhawk Drive, including pavement patching, curb & gutter removal and replacement, and pavement markings.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	980,000	(*)		()	420,000	(BAL)	1,400,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	70,000	(*)		()	30,000	(BAL)	100,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 1,050,000		\$		\$ 450,000		\$ 1,500,000

*Maximum FHWA (STU) Participation 70% not to exceed \$1,050,000.

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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

John A. Ostenburg

Mayor

(Signature)

Date

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

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.

AGENDA BRIEFING

DATE: September 17, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution to Approve a revised Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director

BACKGROUND/DISCUSSION:

In June 2012, the Village Board approved an Intergovernmental Agreement (IGA) for the South Suburban Land Bank Authority. The IGA approved in June was based on the premise that a non-profit entity would be established as the basis for the land bank authority. Upon further research and consideration, the attorneys advising the land bank and the South Suburban Mayors and Managers Association (SSMMA) recommended that a more effective way of creating the land bank authority would be to use the Illinois Intergovernmental Cooperation Act to establish the land bank authority. The revised IGA reflects this change. In addition, the revised IGA addresses one of Park Forest's concerns in that it allows "other Village staff persons" to be appointed to the position of Local Government Director. The original IGA limited this position to only the Mayor, a member of the Board of Trustees, or the Village Manager.

Additional Background on the Land Bank

In March 2011, the SSMMA secured a \$2.35 million grant through the US Department of Housing and Urban Development (HUD) Sustainable Communities Partnership program to pursue its Green TIME Zone strategy. Among other projects, the grant provides funding for the creation of a south suburban land bank. The general purpose of the land bank will be to provide a resource to the municipalities attempting to implement development plans for transit oriented developments, cargo oriented developments, and redevelopment of areas impacted by the foreclosure crisis. The SSMMA initiated this program by hiring the Center for Community Progress, the nation's foremost authority on community development land banks. The consultant has helped SSMMA design a land bank that will serve the needs of the south suburban communities.

The land bank is being initiated with only three pilot communities, including Park Forest, Blue Island, and Oak Forest, in order to streamline the implementation process. Additional communities will be able to join immediately after the land bank is launched. The attached Intergovernmental Agreement outlines the general form of the land bank authority. Some of the main elements of the land bank authority include:

- The authority will be able to hold, maintain, and sell properties in any of the participating communities.
- The manner in which land is held, maintained and sold in an individual community will be established by a separate agreement between the land bank authority and each

community. This will ensure that the community has full control, if it so desires, over the sale of any local property held by the authority.

- The authority will be governed by an authority board of directors made up of member community representatives and experts in the fields of land development, community development and economic development.
- The authority will be initially funded by a portion of the HUD grant, but in the future funds will come from the sale of property and possible contributions from member municipalities.

The attached resolution also approves the appointment of the Village Manager, or his designee, as the Local Government Director on the land bank authority board.

The Village Attorney has reviewed and approved the attached intergovernmental agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules/Regular Agendas of September 24, 2012.

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING
AN INTERGOVERNMENTAL AGREEMENT FOR THE
SOUTH SUBURBAN LAND BANK AUTHORITY, INC.
AND APPOINTING A LOCAL GOVERNMENT DIRECTOR**

WHEREAS, the Village of Park Forest (“Village”) is a member of the South Suburban Mayors and Managers Association, an Illinois not-for-profit corporation whose members consist of the mayors and managers of 42 south suburban communities (“SSMMA”); and

WHEREAS, the SSMMA has obtained funds from the US Department of Housing and Urban Development, Sustainable Communities Partnership Program, to create a south suburban land bank; and

WHEREAS, the purpose of the land bank will be to assist member municipalities to further their plans for development and redevelopment in transit oriented developments, cargo oriented developments, and residential areas negatively impacted by the foreclosure crisis; and

WHEREAS, the Village of Park Forest has experience in land banking and an interest in working collaboratively with other south suburban municipalities to reduce the costs of purchasing and maintaining these properties, and in jointly marketing these properties for development; and

WHEREAS, Section 5.01.A. of the Intergovernmental Agreement requires each Community to appoint a local representative to serve as a Local Government Director of the Authority; and

WHEREAS, said Local Government Director will represent the Village of Park Forest in exercising the responsibilities of the Authority Board as set forth in Section 5.08 of the Intergovernmental Agreement;

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

Section 1. Intergovernmental Agreement Approved. The Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2. Execution of the Intergovernmental Agreement. The Village Manager and the Village Clerk are directed to execute the Intergovernmental Agreement on behalf of the Village in substantially the form attached.

Section 3. Appointment of a Local Government Director. In accordance with the requirements of Section 5.01 of the Intergovernmental Agreement, the Mayor, with the advice

and consent of the Village Board, does hereby appoint Thomas K. Mick, Village Manager, or his designee, to serve as a Local Government Director of the South Suburban Land Bank Authority.

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

Section 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of September 2012.

APPROVED:

ATTEST:

Mayor

Clerk

AGENDA BREIFING

DATE: September 14, 2012

TO: President John Ostenburg
Board of Trustees

FROM: Bruce Ziegler, Deputy Fire Chief

RE: Replacement Type III Ambulance

BACKGROUND/DISCUSSION: As a part of the Fire Department's vehicle services budget for Fiscal Year 2012/2013 a line item was provided to replace the oldest of the Department's three ambulances. This 1998 Type III Ford/Marque ambulance is currently our reserve ambulance and it will be 15-years old in the spring of 2013. Typically each ambulance spends 5-years as the primary ambulance, 5-years as the secondary ambulance and 5-years as the back-up or reserve ambulance.

On Wednesday, August 29, 2012, the Fire Department held a bid opening for the Type III Replacement Project. Bids were received from six different manufacturers via five different distributors. The base bids received from the distributors were as follows:

Bidding Company	Manufacturer	Base Bid Price (including trade-in)
Fire Services, Inc	Road Rescue	\$158,456.00
Horton Emergency Vehicles of Illinois	Horton Emergency Vehicles	\$181,819.00
Foster Coach, Inc	Marque	178,883.00
Alexis Fire Equipment	American Emergency Vehicles (AEV)	\$175,835.00
North Central Emergency Vehicles	McCoy-Miller Ambulance	\$173,807.80
North Central Emergency Vehicles	Braun Custom Ambulances	\$191,235.00

The base bid price does not include the two options we asked to be bid separately, the first being an Auxiliary Heating/Cooling System for the Patient Care Area and a roof mounted Turnkey Solar Panel System to assist in maintaining battery charge when not connected to a shoreline.

Each proposal was reviewed for completeness and compliance with the published bid request. A complete analysis of the proposals and the conclusions drawn were outlined in a memorandum to Chief Wilcox, a copy of which is attached. Generally speaking the proposals were in compliance with most areas of our specifications; some proposals more than others.

Charts were created to compare the various submittals to our bid request including but not limited to cost factors, compliance with specifications, completeness of bid documents and warranties. Based on our evaluation it is recommended the department purchase the proposed Type III Ambulance from Marque via Foster Coach, Inc. While the bids received from Horton and AEV were quite similar in construction and pricing, our history with Marque and the product they provide is the overdriving factor.

Staff recommends the Mayor and Board of Trustees accept the proposal of Foster Coach, Inc. for the replacement of the Fire Department's Type III Ambulance for a price not to exceed \$182,952.00. This proposal amount is within the established 2012/2013 Budget and will allow for funding for the routine replacement of equipment carried on this unit.

This proposed cost includes the optional supplemental heating/cooling system for the patient compartment and a turnkey solar collector system to help maintain the vehicle's batteries when it is outside of the fire station. Both of these options look to address specific issues with previous ambulances and take advantage of new technology to make strides in the sustainability arena.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of September 24, 2012, for your consideration.

Memorandum

To: Chief Robert H. Wilcox
 From: Deputy Chief Ziegler
 Date: September 14, 2012
 Re: **Replacement Type III Ambulance**

The Fiscal Year 2012/2013 fire department budget calls for the replacement of the 1998 Ford/Marque Type III Ambulance at a budgeted price not to exceed \$210,000. The Budget includes the ambulance itself, attached equipment such as radios and patient stretchers and some basic safety equipment such as fire extinguishers.

In anticipation of this vehicle replacement the department has been working on specifications for the Type III Ambulance since January of 2012. This included polling the staff as to what they would like to see in this new vehicle, examining chassis options as Ford no longer offers a diesel van front chassis, viewing demonstration models from various manufacturers, inspecting sample vehicles from manufacturers at the 2012 Fire Department Instructors Conference and researching new technology and options offered by various manufacturers. It should be noted one major manufacturer (MedTech) announced it would be closing just prior to the issuance of bid documents.

With the onset of FY 12/13, specifications were finalized and published. In early August, the request for bids was advertised in the Southtown Star and copies of the specifications were sent to all regional producers of Type III Ambulances we could locate.

On Wednesday, August 29, 2012, the Fire Department held a bid opening for the Replacement Type III Ambulance Project. Bids were received from six different manufacturers via five different distributors. The base bids received from the distributors were as follows:

Bidding Company	Manufacturer	Base Bid Price (including trade-in)
Fire Services, Inc	Road Rescue	\$158,456.00
Horton Emergency Vehicles of	Horton Emergency Vehicles	\$181,819.00
Foster Coach, Inc	Marque	178,883.00
Alexis Fire Equipment	American Emergency Vehicles (AEV)	\$175,835.00
North Central Emergency Vehicle	McCoy-Miller Ambulance	\$173,807.80
North Central Emergency Vehicle	Braun Custom Ambulances	\$191,235.00

The base bid price does not include the two options we asked to be bid separately, the first being an Auxiliary Heating/Cooling System for the Patient Care Area and a roof mounted Turnkey Solar Panel System to assist in maintaining battery charge when not connected to a shoreline.

Trade-in offers for our 1998 Type II Ford/Marque ambulance ranged from \$3,800 to \$7,000. Most bidders commented on the overall good condition of our potential trade-in given its age. These offers for trade-in are within the range expected for this vehicle given its age, mileage and custom configuration for the patient

compartment (most people purchasing used ambulances desire a CPR seat on the street side of the patient compartment, our vehicle design does not incorporate this feature).

Each proposal was reviewed for completeness and compliance with the published bid request and vendors were allowed to propose what they felt would best fit the Park Forest Fire Department situation and location. Vendors were encouraged to meet the minimum requirement of the specifications and then provide standard or additional items to best replicate the type of vehicle required to meet the needs of our staff.

Based on this review the following conclusions were drawn:

Marque, via Foster Coach, came closest to meeting our specification. This is not a surprise since the majority of our specification is based on our current Marque ambulances. The bid price for this ambulance is a bit higher than expected which is most likely the result of us having to use a dealer rather than dealing straight with the Marque factory.

Both Horton Emergency Vehicles and American Emergency Vehicles came close to meeting the majority of our specifications with scores over 300 points out of a possible 337. Braun, another high end manufacturer, scored lowest in our rating process predominately due to their adherence to their standard vehicle floor plan and compartment configuration, which varied significantly from that requested in the specifications. Overall each of the manufacturers fared well in the process, a testament to the industry's continued product improvement process.

Companies that did not fare as well as the others are still lacking somewhat in the detailed aspects of their vehicle construction. They use aluminum of a slightly smaller size, diameter or wider spacing to help save cost, preferring to stick to their standardized layouts wherever possible and tend to incur more costs when trying to adapt their product to meet out customized needs.

Recommendation:

Based on a review of the proposal documents, specification comparison scores and bid prices provided, I recommend we move forward with our ambulance purchase from Marque Ambulance via Foster Coach, Inc. They provided the most complete ambulance proposal at the best price and our history with Marque ambulances proves this product works well within our department. While a number of vendors could provide a suitable product, Foster Coach's proposal provides the best interaction of product quality and bid price. I would further recommend we include both options we sought bid pricing on which are detailed below.

The first option is the auxiliary heating/cooling system which will hopefully alleviate issues related to recovery and maintenance of patient compartment temperatures during extreme weather situations. This summer's 90-100 plus temperatures and the extremes of winter tax the ability of a standard system to recover from these extremes and maintain a suitable condition for the patient and crew while out on the street. The roof top unit proposed should provide some assistance to the standard HVAC system with hopefully minimal issues related to its installation. Unfortunately, we will not know for sure until we try, but the investment of less than \$2,000 seems to be reasonable in addressing the issue at hand.

The second option is a turnkey solar panel system to be mounted on the vehicle to assist in maintaining the batteries when the vehicle is not attached to a shoreline cord. The system proposed would seem to help us address concerns of sustainability while maintaining the battery system's voltage/amps. Hopefully this will allow us to shut the vehicle off at times without risk of a starting failure and prevent the need for idling the motor to maintain the vehicle's electrical system. This is an experiment on our part to see if this type of system will assist in the process given the amount of sunshine available and the

time our vehicles spend outside of the fire station. Here again at just over \$1,500, this is a reasonable price to test the effectiveness of this type of system.

In anticipation of your approval of these recommendations, I have created an agenda briefing for the Mayor and Board of Trustees asking them to approve the project in an amount not to exceed \$182,952 as we contract with Foster Coach, Inc. for a Marque Ambulance. Said contract would include both options as requested as part of this bid and \$1,077 for additional items not originally included in the bid price, but within the specifications.

ITEM	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6
	Road Rescue	Horton	Marque	AEV	McCoy Miller	Braun
BID PRICING						
Bid Price - Base	158,456.00	181,819.00	178,883.00	175,835.00	173,807.80	191,235.00
Trade-in	7,000.00	3,800.00	4,500.00	6,000.00	7,000.00	7,000.00
Option # 1 Auxiliary Cooling/Heating	3,470.00	4,186.00	1,437.00	7,559.00	3,288.00	4,614.00
Option # 2 Solar Panel System	4,472.00	2,750.00	1,555.00	3,929.00	750.00	1,200.00
	<u>166,398.00</u>	<u>188,755.00</u>	<u>181,875.00</u>	<u>187,323.00</u>	<u>177,845.80</u>	<u>197,049.00</u>
Extra - requested not included in bid	<u>1,270.00</u>	<u>0.00</u>	<u>868.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,594.00</u>
Adjusted Total	159,726.00	181,819.00	179,751.00	175,835.00	173,807.80	192,829.00
BID DOCUMENTS						
	1	1	1	1	1	1
Bid Bond 10%	1	1	1	1	1	1
Bid in require format	1	1	1	1	1	1
Manufactured in USA	1	1	1	1	1	1
Not a prototype	1	1	1	1	1	1
Manufacturer service center/parts depot	1	1	1	1	1	1
Compliance without exception?	1	1	1	1	1	1
Engineering diagrams/drawings	1	1	1	1	1	0
Compliance with dimensional minimum/maximum	0.8	1	1	1	0.8	0
Locals service center within 50 miles?	1	1	1	1	1	0
Warranties as specified included Warranties meet specs	0.5	0.5	0.7	0.7	0.5	0.7
List of in-service similar apparatus	1	1	1	1	1	1
Apparatus new in all respects	1	1	1	1	1	1
Provided a representation of true dimensions	0.8	1	1	1	1	1
Detailed bidders specifications included	1	1	1	1	1	1
Separate list of exceptions provided	1	1	1	1	1	1
Taking total exception to specification	1	1	1	1	1	1
Vehicle comply with federal MVS	1	1	1	1	1	1
Vehicle comply with KKK-A-1822 guidelines	1	1	1	1	1	1
Delivery meet the desired time frame (pre June 30, 2012)	1	1	1	1	1	1
Manufacturer training provided	1	1	1	1	1	1
Manufacturer provides local service?	1	1	1	1	1	0
Manufacturer mobile service vehicles?	1	1	1	1	0	0
Non-collusion certificate	1	1	1	1	1	1

Exception list	1	1	1	1	1	1
10- references	1	1	1	1	1	1
Inspection trips (x2)	1	1	1	1	1	1
Trade-in Allowance	1	1	1	1	1	1
CHASSIS SPECIFICATIONS						
2012 or newer vehicle	1	1	1	1	1	1
Chassis type and model	1	1	1	1	1	1
159" Wheelbase	1	1	1	1	1	1
14,200 GVWR	1	1	1	1	1	1
Front and rear stabilizer bars	1	1	1	1	1	1
ENGINE						
6.6 liter turbo diesel	1	1	1	1	1	1
DEF tank if required	1	1	1	1	1	1
Spare DEF	0	0	0	0	1	0
FUEL SYSTEM						
35 gallon tank minimum	1	1	1	1	1	1
Fuel location as approved by FD	1	1	1	1	1	1
TRANSMISSION						
6-speed automatic	1	1	1	1	1	1
Transmission cooler	1	1	1	1	1	1
ALTERNATORS						
dual 145 amp	1	1	1	1	1	1
Batteries in external compartment	1	1	1	1	1	1
Battery storage as approved by FD	1	1	1	1	1	1
COOLING SYSTEM						
Manufacturer's most heavy duty model	1	1	1	1	1	1
Coolant recovery	1	1	1	1	1	1
BRAKES						
Heavy Duty	1	1	1	1	1	1
Anti-Lock system	1	1	1	1	1	1
STEERING						
Power steering	1	1	1	1	1	1
Adjustable tilt wheel	1	1	1	1	1	1
AXLE						
Front - 4,600 GAWR	1	1	1	1	1	1
Rear 9,600 GAWR	1	1	1	1	1	1

SHOCK ABSORBERS/STABILIZERS							
Heavy duty double acting Bilstein	1	1	1	1	1	1	1
Heavy duty springs	1	1	1	1	1	1	1
Front & Rear sway bars	1	1	1	1	1	1	1
WHEELS & TIRES							
Steel belted radial	1	1	1	1	1	1	1
Steering tires on front	0	0	0	0	0	0	0
Stainless steel inserts	1	0	1	1	1	0.8	1
Remote pressure checking	1	0	1	1	1	0.8	1
TOW HOOKS							
Tow eyes (recessed) rear	1	0	1	1	1	1	0
WINDOWS							
Power	1	1	1	1	1	1	1
Tinted safety glass	1	1	1	1	1	1	1
OUTSIDE MIRROR							
Sail Mount Velvac	1	1	1	1	1	1	1
Heated	1	1	1	1	1	1	1
Remote control	1	1	1	1	1	1	1
6x9 top	1	1	1	1	1	1	1
6X6 bottom	1	1	1	1	1	1	1
WINDSHEILD WIPERS							
Two Speed	1	1	1	1	1	1	1
Variable control	1	1	1	1	1	1	1
DRIVERS COMPARTMENT SEATS							
Captain's Chairs	1	1	1	1	1	1	1
Seat Belts	1	1	1	1	1	1	1
In-board arm rests	0	0	1	1	1	1	1
Full aft travel	0	0	1	1	1	1	1
HEATING & AIR CONDITIONING							
Heavy Duty	1	1	1	1	1	1	1
High quality & volume	1	1	1	1	1	1	1
TRIM PACKAGE							
Ambulance prep package	1	1	1	1	1	1	1
Chrome package	1	1	1	1	1	1	1
Door pockets	1	1	1	1	1	1	1
Carpet	1	1	1	1	1	0	0
Cruise Control	1	1	1	1	1	1	1

Mud flaps	1	1	1	1	1	1	1
Amplitude Frequency Module w/ Transducers	1	1	1	1	1	1	1
Separate rear control	1	1	1	1	1	1	1
Map light	1	1	1	1	1	1	1
INSTRUMENT PANEL							
Gauges	1	1	1	1	1	1	1
Engine hour meter	0	0	0	0	0	1	1
24-hour digital clock	0	0	0	0	0	0	0
MISCELLANEOUS							
Sound reduction package	0.5	1	1	1	1	0.5	0.7
rust proofing	1	1	1	1	1	1	1
Jack & Tools	1	1	1	1	1	1	1
Floor mats	1	1	1	1	1	1	1
Ignition interlock	1	1	1	1	1	1	1
RUNNING BOARDS/SPLASH GUARDING							
Heavy Duty	1	1	1	1	1	1	1
Aggressive tread plate	1	1	1	1	1	1	0
Size and placement	1	1	1	1	1	1	1
Splash guards	1	1	1	1	1	0.5	1
MODULE SPECIFICATIONS							
EXTERIOR DIMENSIONS							
Length 274	0.6	1	1	1	1	0.5	0.5
Height 110	0.5	0.8	1	1	1	1	1
Width 96	1	1	1	1	1	1	1
INTERIOR DIMENSIONS							
Length 168	0.8	1	1	0.6	0.8	1	1
Usable Width 90	0.5	1	1	1	1	1	1
Width 47	0.5	1	1	1	1	1	1
Height 74	-1	0	1	1	0	-1	-1
Load Height 30	1	1	1	1	1	1	1
CONSTRUCTION							
Extruded Aluminum Box Beams	0.8	1	1	1	0	1	1
All aluminum	1	1	1	1	1	1	1
Service access	1	1	1	1	0.5	0.5	0.5
ENTRANCE DOORS							
Sliding side door	0	0	1	0	1	0	0

Rear door 48 x 62	1	1	1	1	1	1	1
Piano hinges	1	1	1	1	1	1	1
Door seals	0	1	1	1	1	0.7	1
Positive hold open	1	1	1	1	1	1	1
Door handle - paddle	1	1	1	1	1	0.7	1
Nader pins - 2	1	1	1	1	1	1	0.7
Stanless panel/chevron/flashing light	0.66	1	1	1	1	0.66	1
Power door locks	1	1	1	1	1	1	1
Hidden safety switch	1	1	1	1	1	1	1
WINDOWS							
Privacy tint	1	1	1	1	1	1	1
18 x 20	0.5	1	1	1	1	1	1
SIDE DOOR STEP							
Aluminum diamond plate	1	1	1	1	1	1	1
17" above ground	1	1	1	1	1	1	1
LED step light	1	1	1	1	1	1	1
Sweep out	1	1	1	1	1	1	1
REAR STEP BUMPER							
Aluminum diamond plate	1	1	1	1	1	1	0.5
Center flip up	1	1	1	1	1	1	1
Keep back sign	1	1	1	1	1	1	1
17" above ground	1	1	1	1	1	1	1
8" dept	1	1	1	1	1	0	1
STONE SHEILDING							
Front	1	1	1	1	1	0.5	1
Rear	0	0	1	1	1	0.5	0.5
Diamond plate	1	1	1	1	1	1	1
Fasteners	1	1	1	1	1	0.5	1
RUBRAIL							
1x2x.5	0.7	1	1	1	1	0.5	0.5
Removable	1	1	1	1	1	0	0.5
FENDERETTES							
Polished aliminum	0	1	1	1	1	0	1
Full wheel well lines	1	1	1	1	1	1	1
EXTERIOR COMPARTMENT CONSTRUCTION	-0.1						
DOORS							
Thickness	0.7	1	1	1	1	0.7	1

Hinges	0	1	1	1	1	1	1
Seals	0	1	1	1	1	0.7	1
Venting	1	1	1	1	1	1	1
Hold open device	1	1	1	1	1	1	1
Paddle handles	1	1	1	1	1	0.7	1
LED lights	1	1	1	1	1	1	1
Door open alarm/light	1	1	1	1	1	1	1
Compartment walls	1	1	1	1	1	1	1
EXTERIOR COMPARTMENT DIMENSIONS							
Sizing	0.7	0.7	1	1	1	0.5	0.5
Shelves	0.7	0.7	1	0.8	1	0.5	0.5
SCBA compartments	1	1	1	1	1	1	0.5
ALS compartment	0.5	0.5	1	1	1	0.5	0.5
Battery compartment	1	1	1	1	1	1	1
BODY MOUNTING							
# of bolts	1	1.1	1	1	1	1	1
Spacers	1	1	1	1	1	1	1
INSULATION							
Walls	1	1	1	1	1	0.5	1
Floors	1.1	1	1	1	1	0.5	0.5
Roof	0.5	1	1	1	1	0.5	1
Lifetime warranty	0	1	1	1	1	0	0
RUSTPROOFING							
5 year warranty	1	1	1	1	1	1	1
PAINT							
Proper methodology	1	1	1	1	1	1	1
Warranty 5 years	1	1	1.2	1.2	1	0.7	1
PAINT COLOR							
As per FD	1	1	1	1	1	1	1
Striping	1	1	1	1	1	1	1
LETTERING>>>>>							
LETTERING	1	1	1	1	1	1	1
Numbering	1	1	1	1	1	1	1
Striping outline	1	1	1	1	1	1	1
Chevron	1	1	1	1	1	0.7	0.7
FLOOR							
Sub-floor	0.7	1.1	1	1	1	0.7	1

Non-slip	1	1	1	1	1	1	1
Sealed	1	1	1	1	1	1	1
Low level 33"	1	1	1	1	1	1	1
DOOR HARDWARE							
Steel rods	0	1	1	1	1	1	1
INTERIOR FRAMEWORK							
All aluminum	0.9	1	1	0.9	1	1	1
1x1x.125	1	1	1	1	0.5	1	1
INTERIOR PANELING							
Coverede -spater paint OK	1	1	1	1	1	1	1
Squad bench SS	1	1	1	1	0.7	1	1
Action wall SS	1	1	1	1	0.7	1	1
Squad bench construction	0.7	1	1	1	0.5	0.5	0.5
OXYGEN COMPARTMENT							
Location	1	1	1	1	1	1	1
Construction	1	1	1	1	1	1	1
DRIVERS COMPARTMENT WINDOW							
Window not door	0	0	1	0	0	0	0
Extra compartment	0	0	1	0	0	0	0
CABINETS	-0.1						
All aluminum	1	1	1	1	1	1	0.8
Restocking feature	1	1	1	1	1	1	1
Reversed restocking lower	1	1	1	1	1	1	1
Cabinet number	1	1	1	1	0	0	0
Cabinet size	0.7	1	1	1	0	0	0
Cabinet shelves	0.7	1	1	1	0	0.5	0.5
ALS drawer	1	1	1	1	0	0	0
Rope lighting - switched	1	1	1	1	1	1	1
DECALS							
Meets KKK	1	1	1	1	1	1	1
COMPARTMENT LOCKS							
Provided	1	1	1	1	1	1	1
Keyed alike	1	1	0	1	1	1	0
# of keys	1	1	1	1	1	1	0
MODULE INTERIOR EQUIPMENT							
GRAB RAILS							
Two	1	1	1	1	1	1	1

Length	1	1	1	1	1	1	1
Weight Limit	1	1	1	1	1	1	1
HEAD PROTECTING PADS							
Provided	1	1	1	1	1	1	1
Size	1	1	1	1	1	1	1
Glove holders	1	1	1	1	1	1	1
SQUAD BENCH							
Size	0.7	1	1	1	1	0.5	1
Coverede -spater paint OK	1	1	1	1	1	1	1
Cot capability	1	1	1	1	1	1	1
Safety arm rest	1	1	1	1	1	1	0.5
Garbage can	1	1	1	1	1	1	1
Biohazard can	1	1	1	1	1	1	1
Patient restraining straps	1	1	1	1	1	1	1
Seat belts	1	1.1	1	1	1	1	1
Backrest	1	1	1	1	1	1	1
QUARTZ CLOCK							
Provided	1	1	1	1	1	1	1
Location	1	1	1	1	1	1	0
Size	1	1	1	1	1	1	1
TECHNICIANS SEAT							
Seat belts	1	1	1	1	1	1	1
Meets KKK	1	1	1	1	1	1	1
Built in child/infant seat	1	0	1	0	0	0	0
PRIMARY OXYGEN SYSTEM							
Action wall outlets	1	1	1	1	1	1	1
Squad bench outlet	1	1	1	1	1	1	1
Flow meters	1	1	1	1	1	1	1
Oxygen minder system	1	1	1	1	1	1	0
Warranty 5 years	0	0	1	1	0	0	0
PRIMARY ASPIRATION SYSTEM							
Heavy Duty	1	1	1	1	1	1	1
24 collection containers	1	1	1	1	1	1	1
Meets KKK and IDPH	1	1	1	1	1	1	1
ACTION WALL							
Size	1	1	1	1	1	1	1
Accessories	1	1	1	1	1	1	1

LifePak mounting bracket	1	0	1	0	1	1
12 garbage cans	1	1	1	1	1	1
12 sharp containers	1	1	1	1	1	1
AUXILLARY LED						
4 units	1	1	1	1	0	0
Dual power	1	1	1	1	0	0
Timer	1	1	1	1	1	0
COT & COT MOUNT						
Model 28Z	0	1	1	1	1	1
Staineless steel plates	0	1	1	1	1	1
Meets KKK & IDPH	0	1	1	1	1	1
ASSIST HANDLE						
All doors	1	1	1	1	1	1
IV HOLDERS						
4 in total	1	1	1	1	1	1
HEATING/AIR CONDITIONING						
A/C 50,000 BTU	0.7	0.7	0.7	0.7	0.6	0.5
Heat 35,000 BUT	0.7	0.7	1	1	1	0.5
Vent 500 CFM	0.2	0.2	0.6	0.6	0.2	0.6
Rear control	1	1	1	1	1	1
Ducted	1	1	1	1	0.5	0
Meets KKK	1	1	1	1	1	1
AUXILLARY COOLING/HEAT OPTION						
Provided	1	1	1	1	1	1
SIGNS						
No Smoking	1	1	1	1	1	1
Seat Belt Required	1	1	1	1	1	1
LIGHTING INTERIOR						
LED	1	1	1	1	0.5	0.5
10 lights minimum	1	0.8	1	1	1	1
Automatic on with doors	1	1	1	1	1	1
Rear Step / Side step	1	1	1	1	1	1
20 second light off delay	1	1	1	1	0	1
Checkout timer	1	1	1	1	1	0
Door open alarm/light	1	1	1	1	0	0
Meets KKK	1	1	1	1	1	1
COMMUNICATION SYSTEM						

Silent system provided	1	1	1	1	1	1	1
MODULE ELECTRICAL SYSTEM							
GENERAL							
Multi-plex	1	1	1	1	1	0.5	1
Circuit design	1	1	1	1	1	1	1
Wiring	1	1.1	1	1	1	1	1
Approvals FMV S, SAE	1	1	1	1	1	1	1
LOAD MANAGEMENT	1	1	1	1	1	1	1
Provided	1	1	1	1	1	1	1
Load shedding Only in park	1	1	1	1	1	1	1
Sequencing of lights	1	1	1	1	1	1	1
BATTERY CONTROL SYSTEM							
Type of disconnect	0.5	1	1	1	1	0	0
BATTERIES							
Heavy Duty	1	1	1	1	1	1	1
Type	1	1	1	1	1	1	1
Battery conditioner	1	1	1	1	1	0.5	0.5
Gel-Cells	0	0	0	0	0	1	0
ALTERNATOR SYSTEM							
Dual 145 amp	1	1	1	1	1	1	1
6 year 60k warranty	0.8	0.8	0.8	0.8	0.8	0.8	0.8
WARNING EQUIPMENT							
LED	1	1	1	1	1	1	
10 Whelen M9 Series	1	1	1	1	1	1	1
Location	1	1	1	1	1	1	1
6 Whelen M7 Series	1	1	1	1	1	1	1
Location	1	1	1	1	1	1	1
Whelen Edge 4500 Super LED Light bar	1	1	1	1	1	1	1
3m Opticom	1	1	1	1	1	0	1
Federal Electronic Q-siren	1	1	1	1	1	1	1
Siren Speakers	1	1	1	1	1	1	1
Back-up alarm	1	1	1	1	1	1	1
Back up alarm cancel	1	1	1	1	1	1	1
Whelen M9 Series brake/turn/back-up	0	0	0	1	1	0	0
Whelen 500 Series front load traffic advisor	1	1	1	1	1	1	1
4 Pioneer Series LED scene lights	1	1	1	1	1	1	1
2 Micro-pioneer Series rear floodlights	1	1	1	1	1	1	1

Rear back-up control	1	1	1	1	1	1	1
Corrosion resistnt mounts	1	1	1	1	1	1	1
Meets KKK	1	1	1	1	1	1	1
RADIO PROVISIONS							
2 Motorola XTL 1500 VHF	0	1	1	1	0	0	0
Installation	0	1	1	1	0	0	0
Coxail cables	1	1	1	1	0.5	0.5	0.5
Antennas	1	1	1	1	0.5	0.5	0.5
MDT Antenna provision	1	1	1	1	0	0	0
GPS antenna provision	1	1	1	1	0	0	0
Meets KKK	1	1	1	1	1	1	1
SHORELINE POWER							
Kussmal	1	1	1	0.5	0.5	0.5	0.5
Dynamic Disconnect	1	1	1	0.5	0.5	0.5	0.5
Powered outlet boxes	1	1	1	1	0	0	0
2 pigtails	0	0	1	1	1	0.5	0.5
ELECTRONIC ENGINE SPEED CONTROL							
System provided	1	1	1	1	1	1	1
OEM	1	1	1	1	1	1	1
DRIVERS COMPARTMENT RECEPTICAL							
Provided	0	1	1	1	0	0	0
Location	0	1	1	1	0	0	0
12v RECPTICALS							
Provided	1	1	1	1	1	1	1
Location	1	1	1	1	1	1	1
BACK-UP CAMERA							
Type	1	1	1	1	1	1	1
Location	1	1	1	1	1	1	0.5
Flush @ rear	1	1	1	1	1	1	1
KNOX BOX SYSTEM							
Provided	1	1	1	1	1	1	1
Installed	1	1	1	1	1	1	1
Strobe Light	1	1	1	1	1	1	1
REMOTE CONTROL SEARCHLIGHT							
Radoray model 2000	1	1	1	1	1	1	1
REMOTE CONTROL							
Location	1	1	1	1	1	1	1

Water-tight	1	1	1	1	1	1	1
WARRANTIES							
Lifetime module	1	1	1.3	1	1	1	1
Lifetime insulation	0	0	1	1	0	0	1
6 year/60K drive train	1	1	1	1	0.8	1	1
6 year/60k extended service plan	0	0	0	0	0	0	0
6 year/60k electrical charging system	1	1	1	1	1	1	0.8
5 year /50k emission system	0	0	0	0	0	0	0
1 year/13k chassis general warranty	1	1	1	1	1	1	1
5 year/100K paint - non-prorated	1	0.8	1.2	1.2	0.5	0	0
5 year/100K corrosion - non-prorated	1	0	1	0.6	0	0	0
SCHEMATICS							
2 copies provided	0	0	1	1	0	1	1
EQUIPMENT							
2 5lb fire extinguishers - mounted	1	1	1	1	1	1	1
1 2-1/2 gallon pressurized water extinguisher	1	1	1	0	1	1	1
1 lightbox flashlight	1	1	1	0	1	1	1
1 survivor flashlight	1	1	1	0	1	1	1
1 set pop up traffic cones	0	0	1	0	1	1	1
1 set of irons mounted	1	1	1	0	1	1	1
SOLAR PANELS							
Provided	1	1	1	1	1	1	1
Wattage	1	1	1	1	0	0	0
Turn-key system	1	0	0	0	0	0	0
SAMPLE VEHILCE DRAWINGS							
Front	1	1	1	1	1	1	1
Rear	1	1	1	1	1	1	1
Curbside	1	1	1	1	1	1	1
Street side	1	1	1	1	1	1	1
Interior	1	1	1	0.9	1	1	1
TOTAL	290.46	304.6	324.5	314	276.76	271.8	
	\$545.53	\$596.91	\$551.26	\$559.98	\$628.01	\$703.59	
with extras not bid	\$549.91	\$596.91	\$553.93	\$559.98	\$628.01	\$709.45	
with both options	\$572.88	\$619.68	\$563.15	\$596.57	\$642.60	\$724.98	
	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	
	Road Rescue	Horton	Marque	AEV	McCoy Miller	Braun	

AGENDA BREIFING

DATE: September 19, 2012

TO: President John Ostenburg
Board of Trustees

FROM: Bruce Ziegler, Deputy Fire Chief

RE: Replacement Digital Sign – Grant Funded

BACKGROUND/DISCUSSION: The Fire Department received a grant through the Staffing and Adequate Fire Emergency Response (SAFER) Grant program to replace the manual sign in front of the fire station with a digital sign. This sign will allow the Fire Department to replace the static message with rotating messages, animation, etc., providing additional opportunities to included recruitment and personnel recognition messages, as well as Fire Department and fire prevention messages.

Requests for proposal were due on Friday, August 24, 2012 with seven different companies providing proposals in the following total amounts:

Company	Amount
Signtronix, Inc *	\$ 52,900.00
VanBruggen Signs **	\$ 32,114.00
Integrity Sign Company **	\$ 27,480.00
Olympic Signs, Inc	\$ 48,209.29
Roeda Signs, Inc	\$ 54,996.00
All-Right Sign, Inc	\$ 40,141.00
Paldo Sign & Lighting	\$ 49,800.00

*= Digital display components only; no sign structure or installation included

**= Digital display size of 24x96 in comparison to 41x111+ by other vendors

Each proposal was reviewed for completeness and compliance with the published proposal request. A complete analysis of the proposals and the conclusions drawn were outlined in a memorandum to Chief Wilcox, a copy of which is attached. Generally speaking, the proposals submitted by VanBruggen Signs and the Integrity Sign Company are for significantly smaller displays resulting in lower costs when compared to other proposals. In addition, the proposal from Signtronix, Inc. was only for the displays and software and did not include an actual new sign or installation; thus this proposal was removed from consideration.

Charts were then created to compare the various submittals to our proposal request including cost factors, digital sign size, artistic design and warranty provided. Based on our evaluation of the proposal documents it was determined that All-Right Signs, Inc. of Steger was the best suitable vendor to pursue a contract with for this project.

Staff recommends the Mayor and Board of Trustees accept the proposal of All-Right Signs, Inc. for the replacement of the Fire Department's sign for a price not to exceed \$50,000. This

proposal amount is within the confines of the SAFER Grant project as defined within the grant award.

Once a final artistic design has been negotiated, a contract will be signed with the approved vendor. It is estimated it will take between six and eight weeks to complete the project and have the new sign up and running. The manual sign box and related accessories will be turned over to the Village for consideration of re-installing it elsewhere in the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of September 24, 2012, for your consideration.

Memorandum

To: Chief Robert H. Wilcox
 From: Deputy Chief Ziegler
 Date: September 4, 2012
 Re: **Replacement Digital Sign**

The 2011 Staffing and Adequate Fire Emergency Response (SAFER) Grant received by the Fire Department for recruitment and retention of members for the Department's Paid-On-Call division provided \$50,000 for a digital replacement for the manual sign in front of the fire station. This sign is intended to provide a full color digital display to enhance our ability to present messages in the area of POC recruitment, enhance the ability to recognize and retain current members and allow us to provide general and fire prevention related messages.

With the assistance of the Economic Development Department we opted to provide an opportunity for creative freedom within this project by utilizing the "Request for Proposal" format rather than a more traditional bid process. This process allowed us to take advantage of the sign company's expertise in this area, and at the same time allow us to negotiate the final design and size aspects of the project with the selected vendor.

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VanBruggen Signs **	\$ 32,114.00
Integrity Sign Company **	\$ 27,480.00
Olympic Signs, Inc	\$ 48,209.29
Roeda Signs, Inc	\$ 54,996.00
All-Right Sign, Inc	\$ 40,141.00
Paldo Sign & Lighting	\$ 49,800.00

*= Digital display components only; no sign structure or installation included

**= Digital display size of 24x96 in comparison to 41x111+ by other vendors

Each proposal was reviewed for completeness and compliance with the proposal request as published and vendors were allowed to propose what they felt would best fit the Department's situation and location. Vendors were encouraged to include a proposal involving a WatchFire sign due to their reputation for quality, similar signs located within the Village and the fact that this sign is assembled in Illinois.

Charts comparing key aspects of the proposals were created from the proposal documents and are attached. The proposals were compared in the areas of cost factor, cost per square inch of display, digital element size, artistic design, references, warranties and compliance with our request documents. These charts endeavor to compare the products as closely as possible based on information requested in the proposal specifications.

Based on this review the following conclusions were drawn:

The proposal from Signtronix, Inc. included only the display matrixes themselves with no other sign improvement or installation included. Based on this overall lack of a complete proposal, this vendor was eliminated from consideration.

The proposals from VanBruggen Signs and Integrity Sign Company are for displays significantly smaller than those proposed by other vendors. Each vendor was contacted and asked to provide information involving displays of similar size to other vendors. Having not received any additional information from these vendors, their proposals were charted as originally provided.

The proposal from Paldo Sign and Lighting was rated as most appealing by the staff, but unfortunately their total cost figures and cost per square inch of digital display were one of the highest we received. The desire of the staff seemed to focus on having the department patch or logo on the sign, thus the successful vendor will be asked to make this adjustment as necessary.

Recommendation:

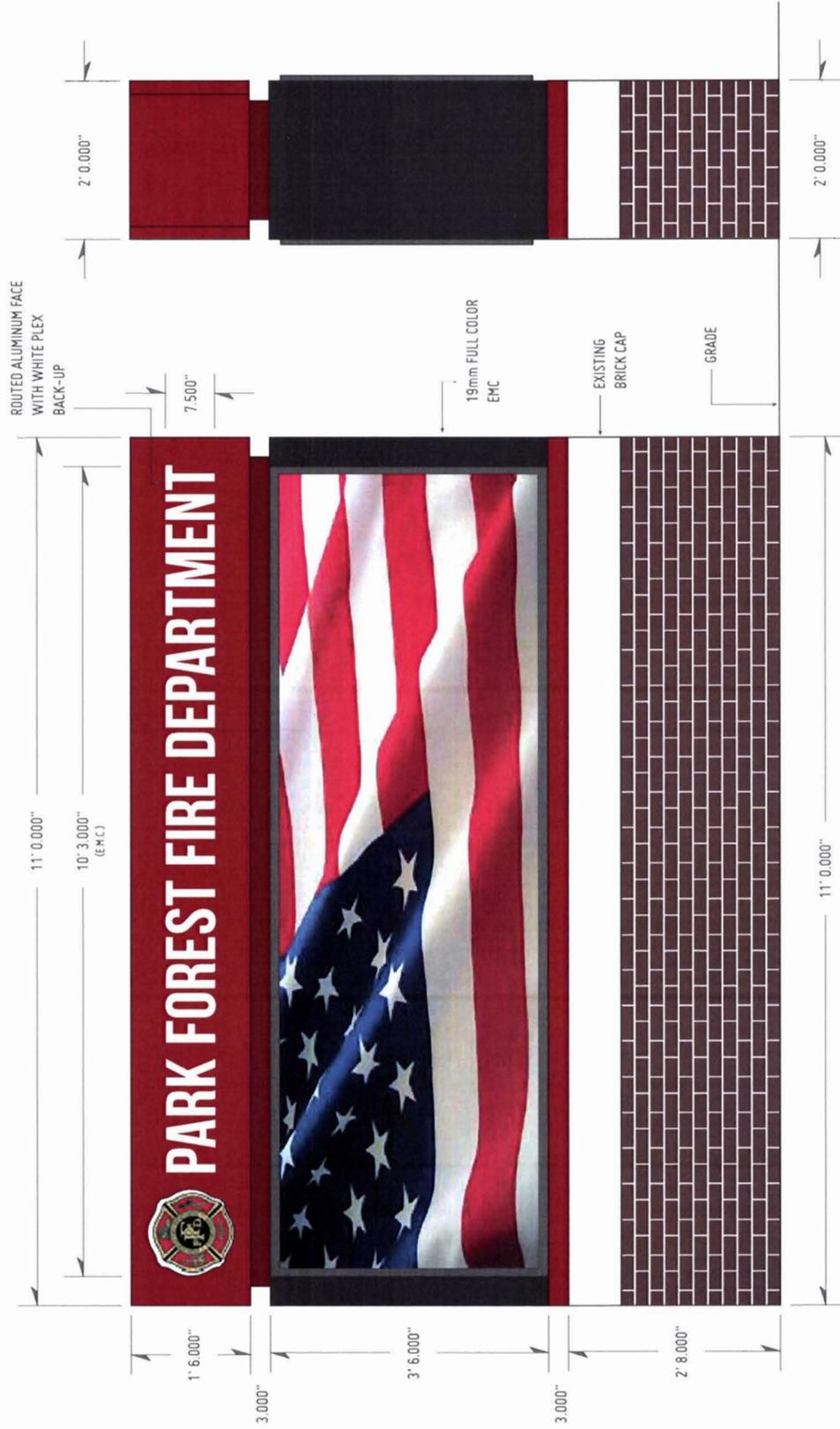
Based on a review of the proposal documents, the proposal from All-Right Sign, Inc. would seem to be the logical choice. Their price for the 19MM 41" x 123" sign is the lowest of the similar proposals with a cost per square inch of display of \$7.96 (the lowest of the complete proposals). This vendor was also the only proposal to include the solar power offset option pricing (more than \$300,000) and even though we are not recommending pursuing this option, their proposal was the most complete. We would still need to make a final determination between the 19MM or 16MM sign spacing as far as visibility verses cost, but even All-Right Sign, Inc.'s 16MM option is below the projected budget for this project. I would recommend we pursue a contract with All-Right Sign, Inc. of Steger, starting at their proposed price of \$40,141.

After viewing a demonstration of the WatchFire sign here at the fire station I would further recommend we pursue upgrading the sign selected to the 16MM spacing display. This display would give us the best product for our money between sign quality and visibility at a cost factor within the grant budget. As provided by All-Right Sign, Inc. this option would be approximately \$47,810 or \$9.48 per square inch of active display.

Manager Mick has indicated the Village would like to re-task the old sign for some other location in the Village and, therefore, I would further recommend we turn the old sign shell and accessories over to the Village Hall.

In anticipation of your approval of these recommendations, I have created an agenda briefing for the Mayor and Board of Trustees asking them to approve the project in an amount not to exceed \$50,000 as we contract with All-Right Sign, Inc. in Steger.

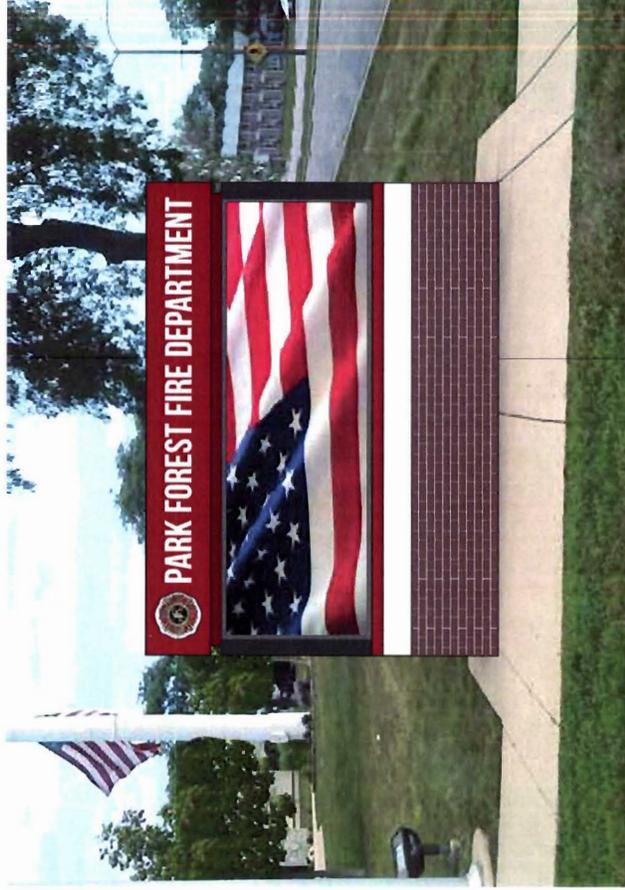
COMPANY INFORMATION	COST	COST	COST	Sign	DIGITAL	DIGITAL	SIGN	SIGN	VISUAL	ARTISTIC	SIGN	WARRANTY	DOCUMENT
	19 MM	16MM	12MM	Mnfctr	HEIGHT	WIDTH	HEIGHT	WIDTH	TRIANGLE	DESIGN	REFS	PROVIDED	SUBMISSION
Signtronix, Inc 15 Spinning Wheel Road Hinsdale, IL 60521	\$52,900.00 \$6.56	\$78,200.00 \$9.70	\$174,900.00 \$21.69	Skymax	56 8064	144	n/a	n/a	n/a	n/a	n/a	n/a	1
Red/Green/Blue display only; not full color matrix - provides only the electronic sign; no installations, signage, etc.													
VanBruggen Signs 13401 Southwest Highway Orland Park, IL 60462	\$32,114.00 \$13.94			WatchFire	24 2304	96	86	120	compliance	3.00	as requested	5 Years	10
Integrity Sign Company 18621 S. 81st Street Tinley Park, IL 60487	\$27,480.00 \$11.93	\$34,448.00 \$14.95	\$56,979.00 \$24.73	WatchFire	24 2304	96	127	111	compliance	4.65	as requested	5 Years	8
Olympic Signs, Inc 1130 N. Garfield Lombard, IL 60148	\$48,209.29 \$9.56			WatchFire	41 5043	123	97	141	compliance	3.80	as requested	5 Years	8
Roeda Signs, Inc 16931 S. State Street South Holland, IL 60473	\$54,966.00 \$10.90	\$55,738.00 \$11.05		WatchFire	41 5043	123	75	128	compliance	5.10 4.25	as requested	5 Years	8
All-Right Sign, Inc 3628 Union Avenue Steger, IL 60475	\$34,904.10 \$9.79			WatchFire	29 3567	123	55	127	compliance	4.50	as requested	5 Years	10
All-Right Sign, Inc 3628 Union Avenue Steger, IL 60475	\$40,141.00 \$7.96	\$47,810.00 \$9.48		WatchFire	41 5043	123	55	127	compliance	4.50	as requested	5 Years	10
Paldo Sign & Lighting 8110 W. Grand Avenue River Grove, IL 60171	\$49,800.00 \$10.68	\$57,000.00 \$12.23	\$88,000.00 \$18.88	WatchFire	42 4662	111	111	120	compliance	2.70	as requested	5 Years	8



 <p>www.allrightsign.com ©2012 ALL-RIGHT SIGN INC.</p>	<p>CLIENT: PARK FOREST FIRE DEPT. PROJECT: NEW D/F MONUMENT SIGN ACCOUNT REP: BILL HOLLAHAN PAGE: 1 OF 2 DATE: 08.03.12 SCALE: 1/2"=1' LOCATION: PARK FOREST, IL PROJECT NUMBER: ARS012-333VZ DRAWING NUMBER: 333-1 REVISIONS: NONE</p>	<p>(1) NEW D/F MONUMENT SIGN USING EXISTING BRICK SIGN BASE.</p> <ul style="list-style-type: none"> • REMOVAL OF EXISTING SIGNAGE ON BRICK BASE • NEW D/F EMC SIGN MOUNTED TO EXISTING BRICK BASE • ILLUMINATED SIGN CABINET WITH WHITE ACRYLIC BACK-UP • COLORS: PANTONE 188 C; PAINTED MAP SILVER • PROOF COLORS ARE NOT A MATCH TO FINAL COLORS. 	<p>BY SIGNING THIS PRINT, I UNDERSTAND THAT I AM ACCEPTING ALL ASPECTS OF THIS DRAWING. THIS INCLUDES ARTWORK, SPECIFICATIONS, DIMENSIONS, SPELLING AND ANY OTHER REPRESENTATION AS HEREIN. THE ARTWORK LISTED ON THIS DESIGN PROOF IN HARD COPY OR DIGITAL FORM, IS PROPERTY OF ALL-RIGHT SIGN INC. UNTIL FINAL PAYMENT HAS BEEN RECEIVED.</p>
<p>P: 708.754.6366 F: 708.754.6066</p>	<p>APPROVED:</p>	<p>DATE:</p>	



BEFORE



AFTER

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

 <p>www.allrightsign.com ©2012 ALL-RIGHT SIGN INC.</p>	<p>CLIENT: PARK FOREST FIRE DEPT. PROJECT: NEW D/F MONUMENT SIGN ACCOUNT REP: BILL HOLLAHAN PAGE: 2 OF 2 DATE: 08.03.12 SCALE: N.T.S. LOCATION: PARK FOREST, IL PROJECT NUMBER: ARS01Z-333v2 DRAWING NUMBER: 333-4 REVISIONS: NONE</p>	<p>(1) NEW D/F MONUMENT SIGN USING EXISTING BRICK SIGN BASE.</p> <ul style="list-style-type: none"> • REMOVAL OF EXISTING SIGNAGE ON BRICK BASE • NEW D/F EMC SIGN MOUNTED TO EXISTING BRICK BASE • ILLUMINATED SIGN CABINET WITH WHITE ACRYLIC BACK-UP • COLORS: PANTONE 188 C; PAINTED MAP SILVER • PROOF COLORS ARE NOT A MATCH TO FINAL COLORS. 	<p>P: 708.754.6366 F: 708.754.6066</p> <p>APPROVED: _____ DATE: _____</p>
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BY SIGNING THIS PRINT, I UNDERSTAND THAT I AM ACCEPTING ALL ASPECTS OF THIS DRAWING. THIS INCLUDES ARTWORK, SPECIFICATIONS, DIMENSIONS, SPELLING AND ANY OTHER REPRESENTATION AS HEREIN. THE ARTWORK LISTED ON THIS DESIGN PROOF IN HARD COPY OR DIGITAL FORM, IS PROPERTY OF ALL-RIGHT SIGN INC. UNTIL FINAL PAYMENT HAS BEEN RECEIVED.

AGENDA BRIEFING

DATE: September 17, 2012

TO: Mayor John A. Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Acquisition of a Property at 219 Arrowhead Street

BACKGROUND/DISCUSSION:

The house on the property at 219 Arrowhead Street is vacant and severely blighted, and it is included on the list of properties to be demolished by the State CDBG-IKE grant. The current owner of the property, the Equity Bank FSB, has agreed to donate the property to the Village, provided any liens currently recorded against the property are released. Equity Bank FSB will provide clear title to the property, pay taxes up to the day of closing, and pay for closing costs to transfer title.

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

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules and Regular Board meeting agendas of September 24, 2012, for Final Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 219 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, Equity Bank, FSB or its successor in interest (hereinafter “Donor”) is the owner of record of the property commonly known as 219 Arrowhead, Park Forest, Illinois, P.I.N. 32-30-207-001-0000 (hereinafter “Property”) and legally described as follows:

LOT 1 IN BLOCK 7 OF THE VILLAGE OF PARK FOREST AREA NO. 1,
BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE
NORTHEAST ¼ OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH
RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD, IN
COOK COUNTY, ILLINOIS.

WHEREAS, Donor has indicated that it is willing to convey title to the Property to the Village via special warranty deed in accordance with the terms of the Donation Agreement, attached hereto and incorporated herein as Exhibit 1, and the Village desires to accept a special warranty deed from Donor 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 Donor by special 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 special 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 special warranty deed from Donor.

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

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

PASSED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

CLERK

EXHIBIT 1

DONATION AGREEMENT

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made on _____, 2012, between _____, (“Donor”), and Village of Park Forest (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. This Real Property Donation Agreement and any addenda, riders, counterparts, or amendments together constitute the complete Agreement.

Donor and Donee may each be referred to herein as a “Party” and collectively as the “Parties.”

Donor is the owner and has the full authority to enter into this Agreement for donation of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

1. **PROPERTY ADDRESS:** The physical address of the Property, and any improvements thereon, is 219 Arrowhead Street, Park Forest, IL 60466.

2. **EFFECTIVE DATE:**

The date of Donee’s execution of this Agreement shall be the “Effective Date” of the Agreement. The Agreement must be approved by the Donee’s Board of Trustees, and it must be signed by all Parties in order to be binding.

3. **CONSIDERATION:**

The Parties acknowledge and agree that there shall be no consideration or payment of money or goods of any kind made by Donee in exchange for the Donor’s transfer of the Property. This Agreement, and performance of any covenant or condition contained herein, is not contingent upon Donee obtaining financing from any source.

4. **THE DEED:**

Donor shall convey or cause to be conveyed to Donee good and merchantable title to the Property by recordable special warranty deed. Title when conveyed will be good and merchantable, subject only to: general real estate taxes not yet due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with

the current use and enjoyment of the Property.

5. TIME OF THE ESSENCE; CLOSING DATE:

(a) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

(b) The closing shall take place on or before September 4, 2012 ("Closing Date"), unless the Closing Date is extended in writing signed by the Donor and the Donee, or extended by the Donor under the terms of the Agreement. If no extension is agreed upon and if the Closing does not occur by the Closing Date, the Agreement is automatically terminated.

6. DOCUMENTS FOR CLOSING: Donor shall prepare or cause to be prepared a special warranty deed transferring the Property to Donee. Donor shall be responsible for recording the deed following the Closing. Donor shall provide all title insurance and closing services through a title insurance company of its choice licensed or authorized to provide such insurance in the state of Illinois in which the Property is located. The deed to be delivered at closing shall be a special warranty deed. Any reference to the term "deed" or herein shall be construed to refer to such form of deed.

7. CLOSING COSTS AND EXPENSES:

(a) Donor shall pay all title insurance premiums, specifically including an Owner's Policy in which the Insured shall be the Donee;

(b) The Parties agree that Donor shall be responsible for payment of real estate taxes through the date of closing, prorated at 105% of the most recent ascertainable full year tax bill. At Closing, Donor shall pay any and all real estate taxes that are due and owing.

(c) All other costs, expenses, fees and other amounts due and paid at or through the Closing shall be paid by Donor.

(d) An itemization of all fees, costs, expenses and other amounts paid at or through the Closing, including without limitation, a HUD – 1 Settlement Statement, shall be prepared in connection with the Closing and approved by Donor and Donee.

8. PROPERTY CONDITION:

(a) Donee acknowledges and agrees that Donor has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct thereon, specifically including but not limited to, using the Property as a residence; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; and, (iii) the income to be derived from the Property.

(b) Donee hereby expressly acknowledges and agrees that Donee has thoroughly inspected and examined the Property to the extent deemed necessary by the Donee in order to enable Donee to evaluate the acceptance of the Property. Donee hereby further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis and not on any information provided or to be provided by Donor. Donee acknowledges that it has sufficient information regarding the Property; is relying on its own experts and not Donor or any information provided by Donor, if any; and is not looking to Donor for any additional information with respect to condition of the Property. Donee expressly acknowledges that, in consideration of the agreements of Donor herein, Donor makes no warranty of representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that Donor has not warranted, and does not hereby warrant the Property and any improvements located thereon now or in the future will meet or comply with the requirements of any safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction.

9. CODE VIOLATIONS:

Donor and Donee acknowledge and agree that there may be outstanding and unpaid liens, fines, fees or penalties attached to or assessed against the Property or the owner of the Property (including Donor), ("Assessments") and agree that no later than at the Closing, any and all liens, fines, fees or penalties attached to or assessed against the Property shall be forgiven and Donor fully released by the Donee for such liens, fines, fees or penalties assessed against the Property.

10. DEFECTS IN TITLE:

If Donee raises an objection to Donor's title to the Property, which, if valid, would make title to the Property uninsurable, Donor shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Donee.

Donor is not obligated to (i) remove any exception; (ii) bring any action or proceeding or bear any expense in order to convey title to the Property; or (iii) make the title marketable or insurable. Any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

11. OTHER AGREEMENTS: No other agreements or representations, unless specifically set forth in the Agreement, shall be binding upon any of the Parties. This Agreement sets forth the full and complete understanding of the Parties hereto. No amendment, modification or supplement to this Agreement shall be binding unless in writing and duly executed and delivered by each of the Parties hereto to the other Party or Parties. Nothing herein shall be construed as constituting a partnership or joint venture between Donor and Donee. Neither Donor nor Donee has employed a broker and cross indemnification for broker fees and commissions.
12. EMINENT DOMAIN: In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.
13. SURVIVAL: Donor's delivery of the deed to the Property to Donee shall be deemed to be full performance and discharge of all of Donor's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, any provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.
14. TERMINATION OF AGREEMENT: If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.
15. ASSIGNMENT OF AGREEMENT:
Neither Donor nor Donee shall assign the Agreement.
16. MODIFICATION AND WAIVER: No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by Donor and Donee. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.
17. RIGHTS OF OTHERS: The Agreement does not create any rights, claims or

benefits inuring to any person or entity, other than Donor's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

18. **COUNTERPARTS AND FACSIMILE:** The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.
19. **HEADINGS:** The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.
20. **ATTORNEY REVIEW:** The Parties acknowledge that both have had the opportunity to consult with their legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
21. **NOTICES:** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid. All notices to Donor will be deemed sent or delivered to Donor when sent or delivered to Donor at the address or fax number shown below. All notices to Donee shall be deemed sent or delivered and effective when sent or delivered to Donee at the address or fax number shown below.
22. **APPLICABLE LAW:** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Illinois.
23. **ATTORNEYS' FEES, COURT COSTS, AND LEGAL EXPENSES:** In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.
24. **COMPLIANCE** Donee assumes all duties and obligations for compliance with any and all applicable requirements or conditions precedent to conveyance of the Property, including (without limitation) any requirements imposed by governmental agencies or authorities as conditions precedent to conveyance of

real property generally, or conditions precedent to conveyance of foreclosed or distressed real estate, or otherwise.

25. **TITLE INSURANCE:** A title insurance policy identifying the Donee as “Owner” and/or “Insured” shall be issued by a title company of Donor’s choice licensed or authorized to provide such insurance in the State of Illinois, and paid for by Donor.

IN WITNESS WHEREOF, Donor and Donee have entered into the Agreement effective as of the date it is executed by Donor as set forth below.

VILLAGE OF PARK FOREST (“Donee”) (“Donor”)

By: Thomas K. Mick
Its: Village Manager

By:
Its:

Exhibit "A": Legal Description of Property

LOT 1 IN BLOCK 7 OF THE VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-30-207-001-0000

219 Arrowhead Street, Park Forest, Illinois 60466

AGENDA BRIEFING

Memorandum

DATE: September 18, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Clifford Butz,
Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 66 (“OFFENSES AND MISCELLANEOUS PROVISIONS”), ARTICLE V (“MINORS”) OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES BY ADDING NEW SECTIONS 66-158 (“IMPROPER SUPERVISION OF A MINOR”) THROUGH SECTION 66-160 (“CONTRIBUTING TO THE CRIMINAL DELINQUENCY OF A MINOR”)

BACKGROUND/DISCUSSION:

The Police Department has continued to struggle with the lack of concern by parents and guardians of some juveniles who have been arrested numerous times. In many cases these offenders have been arrested for serious offenses, such as Robbery and Residential Burglary. The inability to have these offenders held in custody, because of their age, and then continuing to be out committing the same crimes, has long been a complaint at Neighborhood Meetings. The failure of these parents or guardians to correct the behavior of their children has brought the Department to research writing an ordinance similar to other Cities, Towns and Villages that make it a crime punishable by a fine for a parent or a guardian to allow their child to continue to commit crimes. The Village Prosecutor and Village Attorney have aided in the draft ordinance language as attached.

RECOMMENDATION: The Police Department is recommending that the Village pass this ordinance, which would allow the Department to bring these parents and guardians to local court and make them responsible for supervising their children and in turn stop future crimes from occurring.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules & Regular Meetings of September 24, 2012 for Board discussion and Final Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 66 (“OFFENSES AND MISCELLANEOUS PROVISIONS”), ARTICLE V (“MINORS”) OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES BY ADDING NEW SECTIONS 66-158 (“IMPROPER SUPERVISION OF A MINOR”) THROUGH SECTION 66-160 (“CONTRIBUTING TO THE CRIMINAL DELINQUENCY OF A MINOR”)

WHEREAS, the Mayor and Board of Trustees (“Corporate Authorities”) hereby find that the incidence of offenses by minors within the Village of Park Forest (“Village”) threatens the public health, safety and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities also recognize the need to provide the means to eliminate the commission of offenses by minors in order to insure the public health, safety and welfare; and

WHEREAS, parents and legal guardians of minors have a continuous responsibility to exercise reasonable control and supervision over minors to prevent minors from committing or participating in the commission of offenses; and

WHEREAS, the Corporate Authorities further find that increased parental responsibility is essential for the effective control and elimination of offenses committed by minors; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village that such acts be prosecuted by the Village as a local offense; and

WHEREAS, the diligent pursuit of the interests above will tend to increase parental supervision of minors and reduce the incidence of offenses committed by minors and thus advance the public health, safety and welfare of residents of the Village.

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 above recitals are incorporated herein as though fully set forth.

Section 2. Village Code Amended. Chapter 66 (“Offenses and Miscellaneous Provisions”), Article V (“Minors”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding a new Section 66-158 (“Improper Supervision of a Minor”), a new Section 66-159 (“Notice to Appear to Parents or Legal Guardians”) and Section 66-160 (“Contributing to the Criminal Delinquency of a Minor”) to read as follows:

Sec. 66-158. Improper supervision of a minor.

(a) For purposes of this section, the following words and phrases have the meanings ascribed to them as follows, unless a contrary meaning is clear from the context:

Knowingly means having general knowledge of, or reason to know, or a belief or ground for belief which warrants further inquiry or inspection.

Legal guardian means parent, foster parent, person appointed guardian, or given custody of a minor by a circuit court of state, or person appointed guardian or given custody of a minor under the Illinois Juvenile Court Act, 705 ILCS 405/1-1 *et seq.*, as amended, but shall not include any person appointed guardian only to the estate of a minor.

Minor means a person who has not reached eighteen (18) years of age.

Parent means the father and/or mother of a minor child, whether by birth or adoption, or shall be deemed the parent having legal custody of a minor in the event of divorce or separation. The term “parent” as used in this section shall also mean “legal guardian” as defined herein.

Unemancipated minor means a person under the age of eighteen (18) years still under the care and custody of at least one of his or her parents or a legal guardian.

(b) *Improper supervision of a minor.* It shall be unlawful for the parent or legal guardian of an unemancipated minor residing with such parent or legal guardian to exercise improper supervision of a minor by intentionally, knowingly, recklessly or negligently, by either act or omission to act, permitting or allowing an unemancipated minor to violate any provision of this Code or state or federal law or commit any other such willful or malicious act or offense against property or person.

(c) *Parental responsibility for offenses committed by minors.* A parent or legal guardian shall be in violation of this section if the minor has been adjudicated to be in violation of any provision of this Code or state or federal law.

(d) *Penalty.* Any person, including a parent or legal guardian, found to be violation of this section shall be subject to a fine of not less than \$250.00 and not more than the maximum fine as set forth in section 1-9 of this Code, as amended.

Sec. 66-159. Notice to appear to parents or legal guardians.

(a) *Notice to appear to parents or legal guardians.* The parent or legal guardian of a minor as defined in section 66-158 above shall be notified by the Police Department whenever a minor is charged with a violation of a provision of this Code and shall be required to appear before an administrative adjudication hearing officer. Such notice shall provide the alleged violation, that the minor is required to appear, and that one of the parents or legal guardians must also appear on the date set for the minor’s first appearance and at such times as may be ordered by the administrative adjudication hearing officer.

(b) *Responsibility for unpaid fines or order of restitution.* The parent or legal guardian of an unemancipated minor who resides with such parent or legal guardian shall be liable for any fine or order of restitution imposed by an administrative adjudication hearing officer upon such minor for a violation of any provision of this Code, but only if the minor has not paid the fine or made restitution within the time ordered by the

administrative adjudication hearing officer and said parent or legal guardian has been served with a notice to appear in the original cause as provided in this section.

Sec. 66-160. Contributing to the criminal delinquency of a minor.

It shall be unlawful for any person, including a parent or legal guardian, to knowingly or willfully cause, aid or encourage any minor to violate or attempt to violate any provision of this Code or state or federal law or knowingly or willfully act in such a manner as to directly tend to cause a minor to violate or attempt to act in such a manner as to directly tend to cause a minor to violate or attempt to violate any provision of this Code or state or federal law.

Section 3. 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 4. Effective Date. This Ordinance shall take effect after its passage, and approval and publication as required by law.

PASSED this ____ day of _____ 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

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

Village Hall 7:00 p.m. September 24, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Regular Meeting of June 18, 2012 and the Minutes of the Saturday Rules Meeting of September 8, 2012
2. Resolution: A Resolution Thanking the Dr. Charles Gavin Foundation and Auxiliary
3. Resolution: A Resolution Awarding a Contract for Demolition of 15 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract
4. Resolution: A Resolution to Approve a Revised Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director
5. Motion: A Motion to Approve an Engineering Services Agreement for Construction Engineering Services Associated with Improvements to Blackhawk Drive
6. Motion: A Motion to Authorize the Purchase of Digital Sign for the Fire Department
7. Motion: A Motion to Authorize the Purchase of a Type III Ambulance

OVER

DEBATABLE:

8. Ordinance: An Ordinance Authorizing the Acquisition of a Property at 219 Arrowhead Street (Final Reading)
9. Ordinance: An Ordinance Amending Chapter 66 (“Offenses and Miscellaneous Provisions”) Article V (“Minors”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by Adding New Sections 66-158 (“Improper Supervision of a Minor”) through Section 66-160 (“Contributing to the Criminal Delinquency of a Minor”) (Final Reading)

Adjournment

Executive Session

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of Regular Meeting of June 18, 2012 and the Minutes of the Saturday Rules Meeting of September 8, 2012
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Thanking the Dr. Charles Gavin Foundation and Auxiliary
3. MOVED, that Mayor and Board of Trustees adopt a Resolution Awarding a Contract for Demolition of 15 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract
4. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Approve a Revised Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director
5. MOVED, that the Manager is Authorized to contract with Baxter and Woodman for a construction engineering services agreement in an amount not to exceed \$100,000 for work associated with improvements to Blackhawk Drive; 70% of said expenditure to be from a federal grant and 30% from Motor Fuel Tax Funds.
6. MOVED, that the Manager is authorized to contract with All-Right Signs for the replacement of a Fire Department digital sign at a cost not to exceed \$50,000; said expenditure to be from the Staffing and Adequate Fire Emergency Response (SAFER) Grant program.
7. MOVED, that the Manager is authorized to contract with Foster Coach, Inc. for the replacement of the Fire Department's Type III ambulance for a price not to exceed \$182,952.

9/24/2012

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, June 18, 2012
Village Hall 7:00 p.m.**

MINUTES

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

ABSENT: Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance

Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg offered condolences to Trustee O'Neill and her family on the passing of her brother.

Mayor Ostenburg read a proclamation noting that June is Gay and Lesbian Pride Month, honoring a diverse population and respecting human rights of all people.

Mayor Ostenburg attended a meeting of the Community and Economic Development Committee of the National League of Cities last week. He noted that Village has been able to give full service to our residents with a limited tax base.

Village Attorney

No report

Village Manager

Manager Mick noted that one of the items on the agenda on tonight’s agenda for the water main replacement may come in under budget due to the mapping of the project.

The Lincoln Highway Heritage Mural will be dedicated on June 19 with a short presentation by the Human Relations Commission and a speaker from the Illinois Lincoln Highway Commission.

Manager Mick said that a mailing will be sent in the next few weeks detailing the Electric Aggregation Program. Although there is a two year contract, there will be no early termination fee to opt out. Contact Village Hall with any questions.

The PAAC Program begins today at Rich East High School for Park Forest youth. Manager Mick also reminded residents that the Village Hall and the Police Department are cooling centers. Main Street Nights will continue every Wednesday night. Midsummer Night Madness will be held July 18 in Downtown Park Forest.

Mayor Ostenburg noted that a workshop was held tonight regarding changes in the liquor ordinance. The meeting was open to the public; the changes will be discussed at the next rules meeting and on the agenda for action at the next regular meeting.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon noted that the Environment Commission met on June 7 and will tour Star Disposal and the Recycling Center. The Youth Commission met on June 12; they are getting ready for Youth Day. Trustee Brandon congratulated Quality Classic Fitness Center on their fourth anniversary. She also welcomed two new businesses to Park Forest: State Farm agent Bree Breedlove and Dunagains Irish Pub.

Trustee Dillard enjoyed the District 163 golf outing and accepted a plaque for the Village.

Trustee Kopycinski said that the Commission on Human Relations met earlier this month. He will report back at the next meeting with an update. He welcomed the new businesses to Park Forest and added another new business, M & S Swag.

Trustee McCray attended a workshop on open government through the Illinois Municipal League and found it very informative. He noted that Park Forest was already doing many of workshop items.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

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

CONSENT:

- 1. Approve the Minutes of the Special Rules Meeting of May 14, 2012; the Minutes of the Special Rules of May 16, 2012 and the Saturday Rules Meeting of June 2, 2012**

- 2. Adopt a resolution approving an agreement between the Village of Park Forest, IL and the Metropolitan Alliance of Police Chapter #660 and authorizing the Village Manager to Execute said agreement**

- 3. Authorize the Manager to contract with Sheridan Plumbing and Sewer, Bedford Park, IL for replacement of the water service line to the Aqua Center in the amount of \$109,500 plus a 25% contingency for a total amount of \$136,875**

- 4. Appoint Willie Brooks, 42 Monee Road as Chair of the Beautifications Committee for a term to expire December 31, 2012**

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

Ayes: 6
Nays: 0
Absent: 1

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

DEBATABLE:

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

- 5. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2012 and Ending on the Thirtieth Day of June, 2013 (First Reading)**

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

- 6. An Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee (First Reading)**

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

7. An Ordinance Establishing Prevailing Wages for Public Works in the Village of Park Forest (Final Reading)

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

Ayes: 6
Nays: 0
Absent: 1

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

Adjournment

This concluded the regular Board meeting.

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

Ayes: 6
Nays: 0
Absent: 1

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

Mayor Ostenburg adjourned the regular meeting at 7:28 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
September 8, 2012**

PRESENT: Mayor John Ostenburg, Trustee Bonita Dillard, Trustee Ken Kramer, Trustee Mae Brandon, Trustee Georgia O'Neill; Manager of IT Craig Kaufman

ABSENT: Trustee Gary Kopycinski and Trustee Robert McCray

VISITORS: Ari Arrington, Antoine Baker, Jamie Moler and Tiffany Roberts from F.U.T.U.R.E. Foundation; Residents Aaron Canty and Maryann Cieslelski

Mayor Ostenburg called the meeting to order at 10:02 a.m.

The representatives from F.U.T.U.R.E. Foundation Youth Services gave a presentation of their Restorative Justice Program. The youth foundation is a 501©3 not-for-profit organization providing comprehensive services for the growing youth population in South Suburban Cook County. They work with the Bloom, Rich and Thornton Townships to implement restorative solutions for inappropriate youth behavior. Their overview covered their strategies which consist of raising public awareness, engaging community stakeholders, and identifying restorative responses for referred youths. After their presentation, there was time set aside for questions. In closing, the project coordinators asked the Board to consider community organizations that may be open to training facilitators in order to sustain the project in the case that grant funds do not continue.

Mayor Ostenburg offered to speak to the Commission on Human Relations, the Youth Commission and Mediation Task Force for possible trainees. In addition, he will also follow-up with getting information to the Police Department and the school districts. The project coordinators also expressed an interest in approaching the community churches. Mayor Ostenburg noted that Freedom Hall or Dining on the Green may be locations where interested community members could meet to attend a F.U.T.U.R.E. Foundation presentation to introduce the concept to Park Forest.

The residents had no items for open discussion. Having no other business to conduct, Trustee Kramer moved to adjourn the meeting at 10:45 a.m. The motion was seconded by Trustee Dillard; all in favor.

Respectfully submitted,
Sandra Salmen, Recorder

AGENDA BRIEFING

DATE: September 21, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Thomas Mick
Village Manager

RE: A Resolution Thanking the Dr. Charles Gavin Foundation and Auxiliary

BACKGROUND/DISCUSSION:

The Dr. Charles E. Gavin Foundation was established after the untimely death in 1971 of Dr. Charles Gavin. The Auxiliary was established in 1974.

Throughout its 41 years the Foundation and Auxiliary has continued the long and distinguished work of Dr. Gavin in serving needs in the south suburbs.

The Foundation provides medical scholarships to promising young medical students, and serves the community with charitable, educational, cultural and social endeavors.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Agenda of September 24, 2012 for approval.

RESOLUTION NO.

A RESOLUTION CONGRATULATING THE DR CHARLES E GAVIN MEMORIAL FOUNDATION ON THEIR YEARS OF SERVICE

WHEREAS, Dr. Charles Garvin was chief orthopedic surgeon at St James Hospital in Chicago Heights and who served on the staffs of the Louise Burg, Presbyterian-St Luke's and Provident Hospitals in Chicago; and

WHEREAS, the Gavin Foundation was established in 1971 and the Women's Auxiliary in 1974 in memory of Dr. Gavin who died in 1971 at the age of 45; and

WHEREAS, the purpose of the Foundation is to perpetuate and further the humanitarian ideals and goals to which Dr. Gavin dedicated his life; and

WHEREAS, Dr. Gavin epitomized the twin values of academic excellence and social responsibility; and

WHEREAS, over the past forty years, the Gavin Foundation has provided assistance to numerous south suburban youth to pursue medical careers; and

WHEREAS, the Foundation and Auxiliary have awarded the yearly Dr. Katherine Gavin scholarship at GSU, been a supporter of the Junior Medic program, co-sponsored the Harriette Martin Prairie State College Lecture Series, started the Buddy Choir to expose children to music, provided a mentoring program at schools for youth, donated yearly to the Rich Township Food Pantry, to sheltering programs for the abused and to the Second Chance Program which is a support program for troubled youth; and

WHEREAS, the Foundation developed the Gavin Kids program to reach kids at an early age to expose them to healthy human relations by way of activities, outings and lectures.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, do recognize the Dr. Charles Gavin Memorial Foundation and its Auxiliary for their unending work in sharing Dr. Gavin's humanitarian ideals and goals for over 40 years in the south suburbs.

PASSED this 24th day of September, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk