

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

Village Hall

7:00 p.m.

March 11, 2013

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 Special Rules Meeting of October 15, 2012, the Minutes of the Regular Meeting of October 15, 2012, the Minutes of the Rules Meeting of November 26, 2012; the Minutes of the Regular Meeting of November 26, 2012; the Minutes of the Special Rules Meeting of February 23, 2013 and the Minutes of the Saturday Rules Meeting of March 2, 2013
2. Resolution: A Resolution Authorizing the Establishment of a Village Account with PMA Financial Network, INC. and PMA Securities. Inc.
3. Resolution: A Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Park Forest and the Village of Richton Park
4. Resolution: A Resolution Adopting Fiscal Policies for the 2013/2014 Fiscal Year Budget
5. Motion: A Motion to Authorize an Amendment to the Collection Service Agreement between Municipal Collections of America, INC., and the Village of Park Forest

DEBATABLE:

NOTE: Copies of all agenda items are available in the Village Hall Lobby and on the Village's website villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Special Rules Meeting of October 15, 2012, the Minutes of the Regular Meeting of October 15, 2012, the Minutes of the Rules Meeting of November 26, 2012; the Minutes of the Regular Meeting of November 26, 2012; the Minutes of the Special Rules Meeting of February 23, 2013 and the Minutes of the Saturday Rules Meeting of March 2, 2013
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Establishment of a Village Account with PMA Financial Network, INC. and PMA Securities. Inc.
3. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Park Forest and the Village of Richton Park
4. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Adopting Fiscal Policies for the 2013/2014 Fiscal Year Budget
5. MOVED, that the Manager is authorized to execute an amendment to the Collection Service Agreement between Municipal Collections of America, INC., and the Village of Park Forest

3/11/13

VILLAGE OF PARK FOREST

Village Board Regular Meeting

Monday, October 15, 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 Georgia O'Neill

ABSENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz; Deputy Chief Michael McNamara; Director of Public Health Jenise Ervin, 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: A number of residents

Roll Call

Meeting was called to order at 7:20 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg announced that he recently had attended the executive committee meeting of Mayors and Managers. He also attended the National Association of Housing Cooperatives Annual Conference where he had many discussions on housing issues. There is a tentative meeting scheduled for the proposed airport but had no other details.

Village Attorney

Attorney Stephanides noted he will be out of town next week for a conference and will report back at a later date.

Village Manager

Manager Mick reported that he had attended the International City Managers Association and has much to share with staff. The Park Forest Library is hosting a Scrabble Tournament in honor of resident Stephanie Fisher on November 3 and 4. Flu and Shingle

vaccinations are available at the Park Forest Health Department. The Rotary Club is collecting winter items for homeless veterans. Residents may drop off items at Village Hall or Tower Cleaners.

Village Clerk

Clerk McGann announced voting information regarding the November 6 election. Petition packets are available at the Village Manager's office for any resident interested in running for the office of village trustee or library trustee.

Reports of Commission Liaisons and Committee Chairpersons

Trustee O'Neill announced that last week's Economic Development Advisory Group meeting did not have a quorum. She also reported on an incident she had witnessed with a child and police officer. She commended their efforts in helping the child, especially Officer Kessler.

Trustee Dillard report that the Housing Authority will meet on Thursday, October 18 at Village Hall.

Trustee Brandon reported that the Environment Commission is working on the composting project. The Youth Commission is working with Evelyn Sterling on the Safe Halloween Program and encouraged everyone to attend. She also attended the Fallen Firefighter's Memorial Service and Silent Parade honoring those from the Fire Department who have given their lives. It was a moving experience.

Citizens Comments, Observations, Petitions

Resident Bonnie Knoll had questions regarding her high water bill. Mayor Ostenburg gave a breakdown of the bill noting garbage, water, sewer, and treatment facility costs. This also included the water main replacement fund. He encouraged Ms. Knoll to talk to Manager Mick after the meeting with any other questions.

Motion: Approval of Consent

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

CONSENT:

1. Adopt a resolution establishing trick-or-treat hours in Park Forest.
2. Authorize Manager to contract with Pavement Systems, Inc. Blue Island, IL for 2012 fall asphalt restoration on concrete driveways, sidewalk and curbs removed and/or damaged in past water main breaks and to replace asphalt removed by Village forces to repair/replace drainage in the commuter lot at the Park Forest station at a cost of \$34,596.00 with a 30% contingency for additional work as determined by the Village Engineer for a total cost not to exceed \$44,976.10; said expenditure to be from water fund and the work at the commuter lot to be from the municipal parking fund.

3. Authorize Manager to contract with Strada Construction Company, Addison, IL for restoration on concrete driveways, sidewalk and curbs removed and/or damaged in past water main breaks at a cost of \$17,338.50 with a 30% contingency for additional work as determined by the Village Engineer for a total cost not to exceed \$22,540.50; said expenditure to be from the water fund.

4. Authorize Manager to purchase from Standard Equipment Company, Chicago, IL a Rovver X Basic Truck Package with camera model RCX90 at a cost of \$58,000; and to purchase from Standard Equipment Company the WinCan V8 Core License Software at a cost of \$3,500.00 for a total of \$61,500.00; said expenditure to be from the sewer fund.

5. Authorize Manager to contract with F.H. Faschen of Chicago IL for the reconstruction of the police station parking lot at a cost of \$210,000 plus a contingency of \$25,000 for unforeseen issues; said expenditure will be covered by the Police Department budget, \$175,000; \$20,000 encumbered from the 2011/2012 budget and \$15,000 from State Asset Forfeiture Narcotics funds. An additional \$20,000 contingency will come from the State Narcotics fund for a total of \$235,000.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Dillard. 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 voice 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:

6. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class E Liquor License (First Reading)

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

7. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class A Liquor License (First Reading)

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

8. An Ordinance Authorizing the Acquisition of the Property Commonly Known as 350 S Orchard (First Reading)

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

9. Consideration of Proposed Revisions to Chapter 118 (Zoning), Section 118-152(e), pertaining to Commercial Requirements in the C-1 and C-2, Commercial Zoning Districts (First Reading)

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

Adjournment

This concluded the regular Board meeting.

Mayor Ostenburg adjourned the regular meeting at 7:45 p.m. to convene in Executive Session relating to litigation on an action pending before a Village tribunal. No action is expected. Motion was made by Trustee Kramer, seconded by Trustee Brandon, 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.

Respectfully submitted,
Sheila McGann
Village Clerk

Executive Session

VILLAGE OF PARK FOREST

Special Rules Meeting of the Board of Trustees Monday, October 15, 2012 Village Hall 7:00 p.m.

M I N U T E S

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

ABSENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz; Deputy Chief Michael McNamara; Director of Public Health Jenise Ervin, 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: Members of the Police Department, two residents; Mike O'Connor, Standard Equipment

Roll Call

Mayor Ostenburg announced that the agenda would be changed to allow for two police swearing-ins. Also, he noted that item #4 would be moved to item #2. Manager Mick introduced Corporal Piszczor who was sworn in by Clerk McGann. Corporal Piszczor has his badge pinned on by Chief Butz and was congratulated by the Mayor and the Board. Manager Mick introduced Police Department Commander Scott Sheets who was sworn in by Clerk McGann. Commander Sheets has his badge pinned on by Chief Butz and was congratulated by the Mayor and the Board.

1. Request to Purchase Sewer Televising Camera

Manager Mick deferred to Director Eyer who explained that the old camera would be traded in for a new digital demo camera and software with funding coming from the Sanitary Sewer Fund which is eligible for I & I project. Mayor Ostenburg explained that the camera would be used to inspect the sewer lines.

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

2. Request to Enter into a Contract to Reconstruct Police Station Parking Lot

Mayor Ostenburg noted that item #4 is now item #2.

Manager Mick gave background on the project and asked the Village Attorney to explain the statute for bidding on public works project. Attorney Stephanides explained that the Village has the authority to enter into an agreement with a contractor based on bidding efforts carried out by other governmental units under the Governmental Joint Purchasing Act. Director Eyer reported on the work to be done to begin this week and to be completed this year, weather permitting. Trustee

vaccinations are available at the Park Forest Health Department. The Rotary Club is collecting winter items for homeless veterans. Residents may drop off items at Village Hall or Tower Cleaners.

Village Clerk

Clerk McGann announced voting information regarding the November 6 election. Petition packets are available at the Village Manager's office for any resident interested in running for the office of village trustee or library trustee.

Reports of Commission Liaisons and Committee Chairpersons

Trustee O'Neill announced that last week's Economic Development Advisory Group meeting did not have a quorum. She also reported on an incident she had witnessed with a child and police officer. She commended their efforts in helping the child, especially Officer Kessler.

Trustee Dillard report that the Housing Authority will meet on Thursday, October 18 at Village Hall.

Trustee Brandon reported that the Environment Commission is working on the composting project. The Youth Commission is working with Evelyn Sterling on the Safe Halloween Program and encouraged everyone to attend. She also attended the Fallen Firefighter's Memorial Service and Silent Parade honoring those from the Fire Department who have given their lives. It was a moving experience.

Citizens Comments, Observations, Petitions

Resident Bonnie Knoll had questions regarding her high water bill. Mayor Ostenburg gave a breakdown of the bill noting garbage, water, sewer, and treatment facility costs. This also included the water main replacement fund. He encouraged Ms. Knoll to talk to Manager Mick after the meeting with any other questions.

Motion: Approval of Consent

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

CONSENT:

1. Adopt a resolution establishing trick-or-treat hours in Park Forest.
2. Authorize Manager to contract with Pavement Systems, Inc. Blue Island, IL for 2012 fall asphalt restoration on concrete driveways, sidewalk and curbs removed and/or damaged in past water main breaks and to replace asphalt removed by Village forces to repair/replace drainage in the commuter lot at the Park Forest station at a cost of \$34,596.00 with a 30% contingency for additional work as determined by the Village Engineer for a total cost not to exceed \$44,976.10; said expenditure to be from water fund and the work at the commuter lot to be from the municipal parking fund.

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4. Authorize Manager to purchase from Standard Equipment Company, Chicago, IL a Rovver X Basic Truck Package with camera model RCX90 at a cost of \$58,000; and to purchase from Standard Equipment Company the WinCan V8 Core License Software at a cost of \$3,500.00 for a total of \$61,500.00; said expenditure to be from the sewer fund.

5. Authorize Manager to contract with F.H. Faschen of Chicago IL for the reconstruction of the police station parking lot at a cost of \$210,000 plus a contingency of \$25,000 for unforeseen issues; said expenditure will be covered by the Police Department budget, \$175,000; \$20,000 encumbered from the 2011/2012 budget and \$15,000 from State Asset Forfeiture Narcotics funds. An additional \$20,000 contingency will come from the State Narcotics fund for a total of \$235,000.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Dillard. 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 voice 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:

6. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class E Liquor License (First Reading)

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

7. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class A Liquor License (First Reading)

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

8. An Ordinance Authorizing the Acquisition of the Property Commonly Known as 350 S Orchard (First Reading)

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

9. Consideration of Proposed Revisions to Chapter 118 (Zoning), Section 118-152(e), pertaining to Commercial Requirements in the C-1 and C-2, Commercial Zoning Districts (First Reading)

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

Adjournment

This concluded the regular Board meeting.

Mayor Ostenburg adjourned the regular meeting at 7:45 p.m. to convene in Executive Session relating to litigation on an action pending before a Village tribunal. No action is expected. Motion was made by Trustee Kramer, seconded by Trustee Brandon, 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.

Respectfully submitted,
Sheila McGann
Village Clerk

Executive Session

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

Monday, November 26, 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, 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 Public Health Jenise Ervin, Director of Economic Development and Planning Hildy Kingma, Assistant Director of Public Works Roderick Ysaguirre, Director of Recreation and Parks Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: none

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. A Resolution Adopting Strategic Planning Goals for Fiscal Year 2013/2014

Manager Mick gave background information about the elements that make up the Village’s strategic plan and announced that Dr. Gerald Gabris of Northern Illinois University has been the facilitator for the Board’s Strategic Planning sessions. The resolution would codify 2012 Board’s goals with the budget plan for 2013-2014.

Mayor Ostenburg added that strategic planning allows the Board to pull together all their resources and studies to use as a roadmap to the future for the entire Village. There were no questions from the Board.

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

2. A Resolution for Improvement by Municipality Blackhawk Drive Resurfacing

Manager Mick reported that the Village has received a grant for the resurfacing of Blackhawk Drive from Monee Road to Sauk Trail. He noted that there was a correction on the cover memo that should read “Blackhawk Drive resurfacing,” not “Thorn Creek Drive Project.” The Village’s commitment will be 30% with work beginning in the 2013 construction season. Assistant Director Ysaguirre had no further additions. There were no questions from the Board.

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

Mayor Ostenburg dispensed with the remainder of the Rules Committee Meeting and noted that the comments/reports would be made in the Regular Meeting.

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

None

Adjournment

This concluded the rules committee Board meeting.

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

Ayes: 7

Nays: 0

Absent: 0

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

Mayor Ostenburg adjourned the rules meeting at 7:14 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, November 26, 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, 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 Public Health Jenise Ervin, Director of Economic Development and Planning Hildy Kingma, Assistant Director of Public Works Roderick Ysaguirre, Director of Recreation and Parks Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call

Meeting was called to order at 7:15 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 reported that he will be attending the National League of Cities Congress of Cities in Boston and attending a number of other sessions relating to small cities with a population of thirty thousand or less. He offered condolences to the wife and family members of long time activist, Cal Singer. Next Monday, Mayor Ostenburg will be attending the instillation of Appellate Court Justice Matthias Delort, former Village attorney.

Village Attorney

Village Attorney Stephanides reported on a question regarding a rejected bid proposal that was raised a few weeks ago. He explained the State of Illinois and Cook County requirements for use of funds regarding minority and women owned and operated businesses and companies owned and operated by persons with disabilities. He suggested the Village seek out and adopt a disparity study for minority and women owned companies to establish a policy. He noted that the studies take time and are expensive. He recommended a review of the Village's contracts and use of subcontractors to see if there is a disparity. Mayor Ostenburg asked if the state's and

county's studies were specific enough to our locale. Mr. Stephanides said no, they are not specific enough and do not apply to the Village. Mayor Ostenburg asked the Board if he should ask staff to look into the cost of the study to see if it would cost effective/beneficial to do the study itself. Without a formal vote, they agreed. He also thanked Mr. Stephanides for his report.

Village Manager

Manager Mick gave an update on the demolition of four blighted and vacant commercial areas in the Village with costs primarily funded by the county. Redevelopment of each property is still being determined. Each property will be restored to a green surface. There will be a Saturday morning rules meeting December 1 at 10:00 am. There will be a public hearing relating to the property tax levy on December 3 at the Rules Meeting. The last meeting of the 2012 will be a Regular Meeting on December 17. Manager Mick also congratulated the Warriors of Crete-Monee who won the 6A State Football Title with their win over Cary Grove. Manager Mick also reported on the Rotary Club's Coat Drive for Homeless Veterans with over 500 coats donated locally and 5,000 regionally.

Village Clerk

Clerk McGann announced that petition packers were available for those interested in running for the offices of village trustee or library trustee. Manager Mick added that the current deadline is December 24 at 5pm but the Senate is looking to amend the deadline to December 26 at 5pm. The deadline will be posted.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Kramer reported that the Senior Commission will meet on December 6 at 1:00 pm. Before the Board meeting, the first meeting was held to begin the search for local adjudication hearing officers. Manager Mick added that Board Committee A includes Trustees Kramer, Brandon, McCray and Dillard. He also explained the process for recruitment and approval of adjudication officers and will keep the Board updated.

Trustee Kopycinski will also be attending the installation of Judge Mat Delort to the Illinois Appellate Court.

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. A Resolution Adopting Strategic Planning Goals for Fiscal Year 2013/2014**
- 2. A Resolution for Improvement by Municipality for Blackhawk Drive Resurfacing**

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 voice vote was called by Mayor Ostenburg. The consent agenda was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

DEBATABLE:

**3. An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for Fiscal Year Beginning on the First Day of July, 2012 and Ending on the Thirtieth of June, 2013
(First Reading)**

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

**4. An Ordinance to Abate a Portion of the 2012 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Levy Abatement Ordinance)
(First Reading)**

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

Adjournment

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

Ayes: 7
Nays: 0
Absent: 0

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

Mayor Ostenburg adjourned the regular meeting at 7:48 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**STRATEGIC PLANNING
BOARD MEETING
FEBRUARY 23, 2013**

PRESENT: Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Ken Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

ABSENT: Mayor Ostenburg

SENIOR STAFF PRESENT: Village Manager Tom Mick, Deputy Village Manager and Finance Director Mary Dankowski, Director of Personnel Denyse Carreras, Director of Health Jenise Ervin, Director of Public Works Ken Eyer, Deputy Chief of Police Pete Green, Director of Recreation and Parks Rob Gunther, Director of Community Development Larrie Kerestes, Director of Economic Development Hildy Kingma, Director of Communications Jason Miller, Information Technology Administrator Craig Kaufman

OTHER STAFF PRESENT: Assistant Director of Finance Stephanie Rodas, Housing Program Manager Ernestine Watson, Assistant Village Engineer Roderick Ysaguirre, Recreation Supervisor Kevin Adams, Sustainability Coordinator Sarah Coulter, Nursing Supervisor Margaret Lewis, Senior Code Enforcement Officer Jerry Martin, Firefighter Tracy Natyshok,

ALSO PRESENT: Jerome Brown, Joseph Carroll, Andrew DiCosmo, Tiffani Graham, Jon Vanderbilt

Trustee Kramer called the meeting to order at 8:40 a.m. After a brief introduction by Village Manager Tom Mick, Finance Director Mary Dankowski began the review of 6 month financials.

The highlights of the General Fund Revenues statement are that overall revenues are at 44% of budget with the majority of the revenues tracking at or around 50%. Noted were Sales Tax, Utility Tax and Income Tax which are tracking below 50% due to a 2-5 month lag in payments. Also noted was Health Department Revenue tracking at 27% due to lower census. For General Fund Expenditures, there were no concerns to be noted. In the review of Revenue (All Funds) and Expenditures (All Funds), the only items noted were expenditures exceeding revenue for the CDBG Fund related to the NSP/IKE reimbursement grant and the negative revenue reflected for the Norwood TIF which pertains to tax proceeds that were received in a prior year and had to be refunded back to the payee. The sale of the Chase Building will have an impact on DownTown revenues in the second half of the year however the property is now back on the tax rolls and the Village no longer needs to maintain the property.

The trend in Sales Tax is relatively flat while Income Tax trend is declining due to a declining population. However the state projects an increase in total Per Capita Distribution by 2014. Municipal Utility Tax is declining due to the impact of vacant commercial property and vacant housing. Noted was the concerning trend in vacant and foreclosed properties which require maintenance and present security issues. Trends in expenditures were reviewed; IRMA premiums are declining due to a higher deductible however risk exposure has increased subsequently; a reserve fund balance of 500k has been maintained for this reason. Health insurance has gone up 80% in the last 7 years but it was noted the Health and Wellness Task Force is in place to manage health insurance related costs and the Village goes out to bid annually for an insurance carrier. Although pension costs are increasing, it was noted the bulk of the increases in the funds are from earnings; the community contributes approximately 14% to individual pensions. Of the 12.2 million planned for roadway projects less than 10% will come from the tax base; no borrowing has been necessary. An issue with the portables carried by the Housing Authority and the decrease in administrative cost support for these portables was discussed; Mayor Ostenburg and Village Manager Mick will again present the issue in Washington during a May visit.

Budget Amendments were reviewed; the amendments were in the areas of encumbrances, Board directives, grants adjustments and other initiatives. Fund sources for the amendments were either grant revenues, reserve accounts, or taken from available Fund Balance. The Fund Balance is currently 3.1 months' reserve.

Director of Economic Development Hildy Kingma's review included discussion of the sale of the 80 North Street property, the demolition of the commercial properties in the Village, the sale of a portion of the 3.5 acres, business development in the DownTown area and the sale of the Chase Building. Also noted were the Eastgate Neighborhood Redevelopment project and the Intergovernmental Agreement approved by the Board for the Village to become a pilot member of the South Suburban Land Bank and Development Authority (SSLBDA). The Land Bank may have a significant role in the Eastgate project due to the available economies of scale and marketing resources of the SSLBDA.

Roderick Ysaguirre presented the review of the various projects and/or issues currently being handled by the Department of Public Works. Current status and finances were presented to the Board. The Funds referenced during this review were the Motor Fuel Tax Fund, the Sewer Fund and the Water Fund. Orchard Drive Reconstruction is expected to be complete approximately July 17th. Lakewood and Indianwood Resurfacing is substantially complete and there was a preconstruction meeting for Blackhawk Drive resurfacing. Noted regarding the Route 30 landscape enhancement was the receipt of a Notice of Approval for additional ITEP funds to continue the project from the planned Lincoln Highway Corridor to include the area from Orchard Drive to the Eastern Village limit. The majority of these projects are grant funded with matching requirements. Noted in the Water Fund was the planned replacement of 2 miles of water main and the ongoing issue with the responsibility of the water mains in the multi-family areas.

The Board heard a brief overview from the Sustainability Coordinator Sarah Coulter. Ms. Coulter summarized her work in the pursuit of grant funds and her involvement in community outreach. Village Manager Mick stressed the importance of reaching the residents with the concept of sustainability in order for the community to make an impact on the environment.

The next part of the meeting was spent on the review of the Capital Plan document. Board Members were briefed on the capital plan for the following Departments: Health, Public Works, Recreation and Parks, Police, Fire, and the Downtown by respective department heads. Director Kingma covered the capital requirements to meet Economic Development Initiatives. IT capital plans were covered by Information Technology Administrator Craig Kaufman.

The last part of the meeting was spent reviewing Board Goals; they are considered along with fiscal policies and the tax levy when developing the budget. During review of the 4th goal related to increasing public awareness, the Board heard from Director Jason Miller regarding Village communications in general, plans for the website, and use of and future changes in cable communications.

Village Manager Mick informed the Board of a Board Goal Workshop scheduled for either 4/20 or 4/29 with Dr. Jerry Gabris from NIU. Dr. Gabris is working on a summary document of 7 major studies the Village has undertaken in the past; the document will be used in conjunction with the Focus Group priorities identified in order to review and analyze the 2013/2014 goals particularly as the Board composition changes. With no other business to discuss, a motion to adjourn the meeting at 1230p.m. was made by Trustee Kopycinski. The motion was seconded by Trustee McCray; all in favor.

Respectfully submitted,
Sandra Salmen/Recorder

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
March 2, 2013**

PRESENT: Trustee Bonita Dillard, Trustee Mae Brandon, Trustee Gary Kopycinski, Trustee Robert McCray,
Trustee Georgia O'Neill
Village Manager Tom Mick and Director of Recreation and Parks Rob Gunther

ABSENT: Mayor John Ostenburg and Trustee Ken Kramer

Trustee Bonita Dillard called the meeting to order at 10:16 a.m.

As there were no residents present for open discussion, Manager Mick reviewed the items on his weekly update to the Board. The following items were highlighted: The Board received information for the site plan for the Rail Fan Park in the weekly update. A job fair is scheduled for March 12 at Faith United Protestant Church. Monday night's agenda includes 6 items of business and a discussion item. The discussion will be focused on the future of the vacated Wildwood School site. Due to March holidays, meetings are scheduled for March 4, March 11, March 18; all meetings have business items on the agenda. There have been approximately 230 applications for the police testing process. A mandatory orientation is scheduled for March 7 at 7 p.m.; Board members are welcomed to attend. Park Forest was showcased in a Habitat for Humanity news piece; Board members received information with a link to the piece. There will be no Main Street Nights scheduled for the week of July 4. Vehicle stickers went on sale March 1; the sticker will highlight a Rail Fan Park image. There is a House Bill that proposes an increase in the 911 surcharge for cell phones; passage would increase the amount the Village receives from .57 to .70 out of the 73 cents received. Passage would help the Village budget in that it would affect the contribution to SouthCom. There have also been four Crime Free Housing evictions; the Board received details on those cases.

Director Rob Gunther gave a brief overview of the current business in Recreation and Parks. Noted was the Talala After School Program run by Recreation Supervisor Kevin Adams; the program is doing very well. Recreation Supervisor Anna Soloff is working on a summer camp co-op offering in conjunction with the Library. Facility Rentals both at the Rec Center and downstairs Village Hall are doing well. Main Street Night highlights include the U.S. Army Field Band on June 26, Funkadaisy on July 10 and the Southland Jazz Ensemble on July 31. Noted was the fact that the U.S. Army Field Band performs free of charge to the Village and that has allowed the Recreation and Parks Department to save \$2000 to be used on other entertainment acts. The Department is working on trying to get businesses and merchants to help sponsor some of the Main Street Night events.

When discussing regionalism, Village Manager Mick noted Meijer is coming to Flossmoor; the store is going to be located at a site at Vollmer and Pulaski.

Trustee O'Neill stated she will be out of town for the March 18 Board meeting and Trustee Dillard stated she would be out of town from April 5 through April 8.

The Board had no further business to discuss; Trustee Brandon moved to adjourn the meeting at 11:04 a.m. The motion was seconded by Trustee Kopycinski; all in favor.

Respectfully submitted,
Sandra Salmen, Recorder

AGENDA BRIEFING

DATE: March 6, 2013

TO: Mayor John Ostenburg
Board of Trustees

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

RE: A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A VILLAGE ACCOUNT WITH PMA FINANCIAL NETWORK, INC. AND PMA SECURITIES, INC.

BACKGROUND/DISCUSSION: In 2009 the Village established a laddered CD portfolio with \$4,450,000 of funds received from the CN settlement. This portfolio has grown to \$4,704,341 as of January 31, 2013. By establishing a laddered CD portfolio, the Village has been able to improve interest earnings twenty fold over the liquid bank or Treasurer's Pool rates. Unfortunately Merrill Lynch, who brokered and held the CD's for the Village, is now divesting itself of public fund accounts. The Village was notified of this in December. A search was conducted to identify a new public finance company. Important to the search were the following factors; a company familiar with the Illinois State Statutes impacting municipal investing, a company with a track record of service, and a company with a significant number of municipal clients. PMA Financial Network rose to the top of the list. Their representatives are active in the Illinois Government Finance Officers Association and the references were stellar.

Highlights of PMA's background are:

- Over 25 years of experience
- Works with over 1,400 clients in the Midwest
- Assets of \$10 billion
- Customer service oriented
- Tenured staff
- Provides assistance with maintaining a laddered investment portfolio

The process will be to transfer the Village funds to Harris Bank for safekeeping. I would work with a PMA representative as I worked with Merrill Lynch to purchase CD's, Government Agencies and highly rated Corporate Bonds, seeking maturities that match the gap in the laddered investment portfolio.

Attached are the Resolution allowing for establishment of a Village Account, the two Account Agreements, an Institutional Brokerage Account Agreement for Securities which would include Government Treasury or Agency investments and an Institutional Account Agreement for CD's or Commercial Paper. Also attached is general information about PMA and a list of Municipal Clients. In addition, attached is the Village Investment Policy.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Monday, March 11, for your approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A VILLAGE ACCOUNT WITH PMA FINANCIAL NETWORK, INC. AND PMA SECURITIES, INC.

WHEREAS, the Mayor and Board of Trustees deems it to be in the best interest of the Village of Park Forest (“Village”) for the Village’s Treasurer to make use from time to time of investments which are lawful pursuant to applicable state statutes, the Village’s Code of Ordinances and the Village’s Investment Policy; and

WHEREAS, allowable investments are identified in the Village’s Investment Policy as previously approved by the Mayor and Board of Trustees; and

WHEREAS, the Mayor and Board of Trustees deems it to be in the best economic and administrative interests of the Village for the Treasurer to make use from time to time PMA Financial Network, Inc. and PMA Securities, Inc. in securing such investments.

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

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

Section 2. Village Investments by its Treasurer. The Treasurer shall make use of lawful investments pursuant to applicable state statutes, the Village’s Code of Ordinances and the Village’s Investment Policy. Village funds may be invested at the discretion of its Treasurer or persons authorized and designated by the Treasurer through PMA Financial Network, Inc. and PMA Securities, Inc. The Treasurer may acquire guarantees for prompt return of invested and deposited monies.

Section 3. Depository Account. The Village may open a depository account and enter into wire transfer agreements, third party surety agreements, safekeeping agreements, collateral agreements and lockbox agreements with Harris N.A. and other institutions participating in programs of PMA Financial Network, Inc. and PMA Securities, Inc. for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA Financial Network, Inc. or PMA Securities, Inc. insured certificate of deposit program, and PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of the Village this entity as its agent with respect to such accounts and agreements.

Section 4. Institutional Account Agreement Approved. The Institutional Account Agreement between the Village and PMA Financial Network, Inc, attached hereto and incorporated herein, is hereby approved in substantially the form attached, subject to the review and approval of the Village Attorney.

Section 5. Institutional Brokerage Account Agreement Approved. The Institutional Brokerage Account Agreement between the Village and PMA Securities, Inc, attached hereto and incorporated herein, is hereby approved in substantially the form attached, subject to the review and approval of the Village Attorney.

Section 6. Execution of Agreements. The Village Manager is directed to execute the agreements approved pursuant to this Resolution on behalf of the Village in substantially the form attached and any and all other documents necessary to effectuate the purposes of said agreements.

Section 7. Execution of Documents by Village Treasurer. The Village Treasurer and persons authorized and designated by the Treasurer may execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc. and PMA Securities, Inc.

Section 8. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED this _____ day of _____, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk



PMA Securities, Inc.

Institutional Brokerage Account Agreement

- Provision of Services:* To open a Brokerage Account (“Brokerage Account”) at PMA Securities, Inc. (“PMA,” “we,” “our” or “us”), you as the Applicant identified on page 4 must complete an Institutional Brokerage Account Application (your “Application”) and execute a copy of this Institutional Brokerage Account Agreement (this “Agreement”). When we approve your Application, we will open a Brokerage Account for you and act as your broker to purchase and sell securities for your Brokerage Account and on your instructions. We may purchase and sell all securities at your direction. By opening a Brokerage Account at PMA, you acknowledge and represent that you have read and understand this Agreement and agree to be bound by its terms. This Agreement governs each Brokerage Account that you open or request to be opened with us.
- No Advice and No Recommendations:* You acknowledge that we do not and will not give investment, legal or tax advice or make securities recommendations. You agree that you are a self-directed investor and all orders entered are unsolicited and based on your own investment decisions or the investment decisions of your duly Authorized Personnel. You agree that neither PMA nor any of its employees may be designated as Authorized Personnel and that you will neither solicit nor rely upon PMA or any of its employees for any such advice. You understand that you are solely responsible for all orders entered, including, but not limited to, trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold PMA nor any of its officers, directors, employees, agents or affiliates liable for those investment decisions. You further understand that we do not and will not review the appropriateness or suitability for you of any transactions implemented or investment strategies employed in your Brokerage Account. You hereby agree to hold PMA and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys’ fees and disbursements), as incurred, as a result of any losses or damages you may suffer with respect to any such decisions, instructions, transactions or strategies employed in your Brokerage Account by you or your Authorized Personnel, or as a result of any breach by you of any of the covenants, representations, acknowledgments or warranties herein.
- Commissions and Fees:* You agree to pay our brokerage commissions, charges and other fees, as they exist from time to time and apply to your transactions and services you receive. You also agree to pay all applicable taxes, including, without limitation, state and local excise taxes.
- Rules and Regulations:* You acknowledge that this Agreement, your Brokerage Account and any transactions you make are subject to all applicable federal and state laws, rules, and regulations and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed. You represent all transactions effected by us for you are in compliance or in compliance with all laws governing your investments and by your investment guidelines.
- Payment, Equity Deposit, Settlement, and Liquidation:* When you purchase securities on a cash basis, you agree to pay for the securities by settlement day. We may use available funds in your Brokerage Account to settle a transaction.

We may require an equity deposit or full payment before we accept your order. When you sell long securities, you must own the securities when you place the order. You also agree to make good delivery of the securities you’re selling by settlement day. If you do not pay for a long security by the settlement day, PMA may liquidate that security at market prices and charge you any actual fees or costs. PMA will use best efforts to notify you electronically before taking such actions but in all cases has the power to liquidate the position without your authorization.

If you have other obligations to us, which you do not satisfy on a timely basis, for our protection, or to satisfy your obligations to us, we may, at our discretion, without prior demand or notice but after using best efforts to notify you electronically, sell or otherwise liquidate all or any part of the securities and other property securing your obligations or close any or all transactions in your Brokerage Account. In this regard, we may transfer securities and other property that are now or in the future, held, carried, or maintained in or through the Brokerage Account and, to the extent of such account holder’s interest, any present or future brokerage account with us in which such an account holder has an interest.

For instance, if you don’t make good delivery of your securities when making a sale, or if you don’t tender the total purchase price when making a purchase, we may take appropriate steps to complete, cancel, or liquidate the transaction. This may include purchasing or borrowing the securities necessary to make the delivery, or borrowing funds from financial intermediaries participating in PMA programs on your behalf to complete the purchase. The financial intermediary will determine the rate on a loan of this type. You are responsible for costs, commissions, and losses arising from any actions we must take to liquidate or close transactions in your Brokerage Account or from your failure to make timely, good delivery of securities.

In connection with the delivery of your Application, you have provided to PMA a list of Authorized Personnel whom you have entrusted with the authority to direct PMA in its performance of the services set forth herein. You acknowledge that PMA is hereby authorized to rely

upon the direction of any of the Authorized Personnel with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Personnel.

6. *Accuracy of Account Information:* You represent and warrant that:

- You have provided us current, accurate, truthful and complete information in your Application.
- No one except the account holder listed on the Application has an interest in the Brokerage Account.

In addition, you agree to notify us promptly in writing of any material changes in the information you supply to us on your Application. In particular, you agree to notify us in writing if the list of Authorized Personnel is amended or if you or any of your affiliates are or become:

- Affiliated with a broker-dealer, a U.S. stock exchange or the Financial Industry Regulatory Authority (“FINRA”); or
- A control person or affiliate (as defined in Rule 144 under the Securities Act of 1933, as amended) of a U.S. publicly-traded company.

7. *Termination:* You may terminate this Agreement and your Brokerage Account at any time by giving us written notice, after paying any obligations you owe to us. We may terminate your Brokerage Account and any or all services rendered under this Agreement at any time and for any reason in our sole and absolute discretion. Closing an account or terminating services will not affect rights and obligations incurred or arising prior to closure or termination. The terms and conditions of this Agreement will survive termination of your Brokerage Account and will continue to apply to any disputed or other remaining matters arising from our relationship.

8. *Restrictions on Trading:* You understand that we may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities, or to substitute securities, in your Brokerage Account.

9. *Governing Law:* This Agreement is governed by the laws of the State of Illinois (without regard to its conflict of law provisions), as applied to contracts entered into and completely performed within the State of Illinois.

10. *Assignment:* You may not assign your rights and obligations under this Agreement without first obtaining our prior written consent. We may transfer your Brokerage Account and assign our rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity after 30 days prior written notice to you. This Agreement is binding upon, and inures to the benefit of, your and our successors and permitted assigns, if any.

11. *Arbitration:* **This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, the parties agree as follows:**

- **All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- **Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.**
- **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain the reason(s) for their award.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**
- **The arbitration proceeding will be held in Chicago, Illinois.**

You agree to settle by arbitration any controversy, dispute, claim or grievance between you or your officers, directors, employees or agents, and us, any of our affiliates or our or their shareholders, officers, directors, employees or agents arising out of, or relating to, this Agreement, your Brokerage Account or account transactions, or in any other way arising from your relationship with us. Such arbitration will be conducted before and in accordance with the rules then prevailing of the American Arbitration Association, unless (i) the rules of the Financial Industry Regulatory Authority (FINRA), (ii) another United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member or (iii) an order of court require that the arbitration be conducted under differing rules. The results of any arbitration proceeding shall be final and may be enforced by a court of competent jurisdiction. Either party to this Agreement may initiate arbitration by serving or mailing a written notice to the other. The notice must specify which rules will apply to the arbitration, and such specification will be binding on both parties. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court of competent jurisdiction.

12. *Class Actions:* No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration

agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

13. *Losses Due to Extraordinary Events; Limitation of Liability:* We shall not be liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange market.

14. *Provision of Market Data:* We may convey to you through telephone, electronic, or other means last sale transaction data, bid and asked quotations, and other information relating to securities and the securities markets (collectively referred to in this section as “market data”).

We obtain market data from securities exchanges and markets and from parties that transmit market data (collectively referred to in this section as “the market data providers”). All market data is protected by copyright laws. We provide market data for your personal, non-commercial use; you may not sell, market, or redistribute it in any way, unless you’ve entered into written agreements with the appropriate market data providers. We may terminate your access to the market data at any time in our sole and absolute discretion.

We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data, and the availability of the market data without interruptions, can’t be guaranteed either by us or the market data providers. Neither we nor the market data providers will be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, non-performance, or interruptions in the availability of market data or your access to market data, whether or not due to any negligent act or omission by us or the market data providers. You acknowledge that the provision of such market data does not constitute a recommendation by us to purchase or sell any security or any financial, tax or legal advice by us. The market data is provided “as is” and on an “as available” basis. There is no warranty of any kind, express or implied, regarding the market data.

You are fully capable of evaluating securities, reading markets, and recognizing portfolio diversification. However, the market data and other analysis provided by PMA may assist in your investment decisions. Any quotations generated from market data will also be considered subject to availability.

15. *Notification:* We will send all notices and communications relating to your Brokerage Account to you at the mailing address or, where applicable, the electronic mail address shown in the Client Information section of your Application, or to another address you specify to us in writing. Any communication we send to such mailing address, whether by mail, telegraph, messenger, or otherwise, or to your electronic mail address is considered delivered to you personally, whether or not you actually receive it. You agree to promptly notify us of any changes in your mailing address or electronic mail address.

16. *Separability:* If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

17. *Entire Agreement, Amendment, and Waiver:* This Agreement, any attachments hereto, our privacy policy, business continuity policy, and terms contained on statements and confirmations sent to you, as amended from time to time, contains the entire agreement between you and us with respect to the subject matter hereof.

We may amend this Agreement after prior notice to you and upon your agreement. In the event you do not agree to any amendment, we may close and liquidate your Brokerage Account in an orderly manner. No amendment of any nature will affect either of our obligations incurred prior to the effective date of the amendment.

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by you and us. A waiver shall be effective only for the specific purpose for which given.

Our failure, at any time, to require strict compliance by you with any provision of this Agreement shall not constitute a waiver, or affect or diminish our right to demand strict compliance by you with any other provision of this Agreement.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile signatures which shall be considered originals.

18. *Disclosure of Ownership Information:* According to the provisions of Rule 14b-1(c) under the Securities Exchange Act of 1934, as amended, unless we receive your written objection, we may disclose your name, address, and security positions on request to companies whose securities you hold.

19. *Anti-Money Laundering Requirements:* The USA PATRIOT Act is designed to detect, deter, and punish terrorists and others who engage in money laundering or disguising illegally obtained funds so that the funds appear to come from legitimate sources or activities. All brokerage firms are required to have anti-money laundering programs. As part of our program, we may require you to provide various identification documents or other information to verify your identity and/or your institution's identity. Until you provide the information or documents we need, we may not be able to open an account or effect any transaction for you.
20. *Privacy Policy:* We may collect personal, non-public information about you in the course of providing financial services to you, and we have a privacy policy to protect such personal information. On an annual basis, we will provide you with a copy of our privacy policy. You acknowledge that you have received and read our privacy policy.
21. *Warranty Disclaimer; Damage Limitation:* Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with your Brokerage Account. Both parties to this Agreement agree that the only appropriate measure of damages for any breach of this Agreement are compensatory damages and that in no event shall either party be entitled to incidental, special, indirect, punitive or consequential damages.
22. *FINRA Public Disclosure Program:* As a member of FINRA, PMA is required to disclose the availability of BrokerCheck, an online tool that provides information on FINRA-registered firms. To access BrokerCheck or download a brochure, go to www.finra.org. You can also call the BrokerCheck Hotline at (800) 289-9999.
23. *SIPC and Other Insurance Coverage:* You understand that we are a member of the Securities Investor Protection Corporation ("SIPC") and that SIPC currently protects the assets in your Brokerage Account up to \$500,000, with a limit of \$100,000 for cash balances, which are being held for purposes of investment. Cash balances not held for investment purposes (e.g. the sole purpose is to collect interest) may not be covered by SIPC. You acknowledge that these SIPC protections do not cover fluctuations in the market value of your securities. A brochure with the details of SIPC's protections is available at www.sipc.org or by calling (202) 371-8300.
24. *Consent to Monitoring and Recording:* You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring and recording. We are not required to record all telephone conversations and do not guarantee that recordings of any particular telephone conversation will be retained or are capable of being retrieved. You acknowledge that we do not accept orders left on voicemail, and you agree not to leave any instructions for us on voicemail to enter a securities transaction for you.
25. *E-mail and Electronic Communication:* All e-mail sent to and from us is subject to monitoring, review by or disclosure to someone other than your intended recipient. You acknowledge that there may be delays in e-mail being received by your intended recipient. You agree to hold us harmless for any delay in e-mail delivery regardless of whether the delay was caused by us or a third party. E-mail sent to and from a PMA address may be retained by our corporate e-mail system. You agree not to use e-mail to transmit orders to purchase or sell a security and further agree that PMA is not liable for any actions taken or any omissions to act as a result of any e-mail message you send to us. Electronic communications with PMA via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by PMA.
26. *Account:* Your account is a brokerage account and not an advisory account. If you have any questions regarding the difference, please contact us.
27. *Information:* You shall have access to such books, records, documents and papers of PMA that are directly related to the services provided by PMA pursuant to this Agreement for the purpose of audit, examination, excerpts, transcripts and as otherwise required by law.

Note: THIS DOCUMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, WHICH APPEARS HIGHLIGHTED IN BOLD TEXT IN SECTION 11 BEGINNING ON PAGE 2 ABOVE. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION CLAUSE AND HAVE A COPY OF SUCH CLAUSE FOR YOUR RECORDS.

I hereby certify that I am the _____ (Title) of Applicant named below, that the execution of this Institutional Brokerage Account Agreement has been authorized and approved by the proper authorities of Applicant and that I am authorized to execute this Agreement on behalf of Applicant. I further certify that the information provided on this Agreement is true, correct, and complete, that I have read the Agreement and that the Applicant agrees to each of its terms and conditions and agrees that these terms and conditions may be amended from time to time in writing only by an officer of PMA Securities, Inc.

APPLICANT: _____

By: _____ Date: _____
AN AUTHORIZED OFFICER OR AGENT

ACCEPTED: **PMA Securities, Inc.** By: _____,
AN AUTHORIZED OFFICER OR AGENT



PMA Financial Network, Inc.

Institutional Account Agreement

1. *Provision of Services:* To open a Certificate of Deposit/Commercial Paper Transaction Account (“Brokerage Account”) at PMA Financial Network, Inc. (“PMA,” “we,” “our” or “us”), you as the Applicant identified on page 5 must complete an Institutional Account Application (your “Application”) and execute a copy of this Institutional Brokerage Account Agreement (this “Agreement”). When we approve your Application, we will open an Account for you and act as your agent to purchase and sell certificates of deposit and commercial paper for your Brokerage Account and on your instructions. We may purchase and sell all certificates of deposit and commercial paper at your direction. By opening a Brokerage Account at PMA, you acknowledge and represent that you have read and understand this Agreement and agree to be bound by its terms. This Agreement governs each Brokerage Account that you open or request to be opened with us.
2. *No Advice and No Recommendations:* You acknowledge that we do not and will not give investment, legal or tax advice or make securities recommendations. You agree that you are a self-directed investor and all orders entered are unsolicited and based on your own investment decisions or the investment decisions of your duly Authorized Personnel. You agree that neither PMA nor any of its employees may be designated as Authorized Personnel and that you will neither solicit nor rely upon PMA or any of its employees for any such advice. You understand that you are solely responsible for all orders entered, including, but not limited to, trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold PMA or any of its officers, directors, employees, agents or affiliates liable for those investment decisions. You further understand that we do not and will not review the appropriateness or suitability for you of any transactions implemented or investment strategies employed in your Brokerage Account. You hereby agree to hold PMA and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys’ fees and disbursements), as incurred, as a result of any losses or damages you may suffer with respect to any such decisions, instructions, transactions or strategies employed in your Account by you or your Authorized Personnel, or as a result of any breach by you of any of the covenants, representations, acknowledgments or warranties herein.
3. *Transfer of Investment Funds Agreement.* You agree to transfer all funds through one or more of the following:
 - An account set up in your name at a financial institution participating in PMA programs.
 - PMA Financial Network Commercial Paper Clearing Account.
 - PMA Financial Network Certificate of Deposit Clearing Account.
4. *Requests for Transfers of Funds to Secondary Depositories.* PMA will assist in the transfer of funds to an account in an institution of your choice under the following conditions:
 - The institution and account are listed in the Application.
 - If not listed on the Institutional Account Application, a Fax, dated and signed by one of your Authorized Persons listed on the Application is sent to PMA giving complete wiring and account information. Unless otherwise stated, this will be considered a standing wire request.
 - PMA is not responsible for delays caused directly or indirectly by conditions beyond our control including, but not limited to interruptions of communications or data processing services, Federal Wiring Services, or service disruptions at sending or receiving institutions.
5. *Commissions and Fees:* You agree to pay our brokerage commissions, charges and other fees, as they exist from time to time and apply to your transactions and services you receive. From time to time, we execute transactions with the assistance of third party consultants. You agree to pay fees charged by third party consultants at their cost. You also agree to pay all applicable taxes, including, without limitation, state and local excise taxes.
6. *Rules and Regulations:* You acknowledge that this Agreement, your Brokerage Account and any transactions you make are subject to all applicable federal and state laws, rules, and regulations and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed.
7. *Payment, Equity Deposit, Settlement, and Liquidation:* When you purchase certificates of deposit and commercial paper, you agree to pay for the certificates of deposit and commercial paper by settlement day. We may use available funds in your Brokerage Account to settle a transaction.

We may require an equity deposit or full payment before we accept your order. When you sell long certificates of deposit or commercial paper, you must own the certificates of deposit or commercial paper when you place the order. You also agree to make good delivery of the certificates of deposit or commercial paper you’re selling by settlement day. If you do not pay for a long certificate of deposit or

commercial paper by the settlement day, PMA may liquidate that certificate of deposit or commercial paper at market prices and charge you any actual fees or costs. PMA will use best efforts to notify you electronically before taking such actions but in all cases has the power to liquidate the position without your authorization.

If you have other obligations to us, which you do not satisfy on a timely basis, for our protection, or to satisfy your obligations to us, we may, at our discretion, without prior demand or notice but after using best efforts to notify you electronically, sell or otherwise liquidate all or any part of the certificates of deposit, commercial paper and other property securing your obligations or close any or all transactions in your Brokerage Account. In this regard, we may transfer certificates of deposit, commercial paper and other property that are, now or in the future, held, carried, or maintained in or through the Brokerage Account and, to the extent of such account holder's interest, any present or future brokerage account with us in which such an account holder has an interest.

For instance, if you don't make good delivery of your certificates of deposit or commercial paper when making a sale, or if you don't tender the total purchase price when making a purchase, we may take appropriate steps to complete, cancel, or liquidate the transaction. This may include purchasing or borrowing the certificates of deposit or commercial paper necessary to make the delivery, or borrowing funds from financial intermediaries participating in PMA programs on your behalf to complete the purchase. The financial intermediary will determine the rate on a loan of this type. You are responsible for costs, commissions, and losses arising from any actions we must take to liquidate or close transactions in your Brokerage Account or from your failure to make timely, good delivery of certificates of deposit or commercial paper.

Unless otherwise agreed, fees due PMA must be paid in full by you, at the time of deposit. Upon your advance request, PMA may but is not required to invoice you for such fees.

Purchases of certificates of deposit at a bank by multiple PMA customers may be batched and bulk transferred to the bank for payment of the respective certificate of deposit purchased, unless specified otherwise.

Commercial Paper fees are taken on the date of settlement.

Subsequent placements (e.g., reinvestments, rollovers) of program money upon maturity of a program deposit shall be subject to the terms of this agreement.

In connection with the delivery of your Application, you have provided to PMA a list of Authorized Personnel whom you have entrusted with the authority to direct PMA in its performance of the services set forth herein. You acknowledge that PMA is hereby authorized to rely upon the direction of any of the Authorized Personnel with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Personnel.

8. *Accuracy of Account Information:* You represent and warrant that:

- You have provided us current, accurate, truthful and complete information in your Application.
- No one except the account holder listed on the Application has an interest in the Account.

In addition, you agree to notify us promptly in writing of any material changes in the information you supply to us on your Application. In particular, you agree to notify us in writing if:

- The List of Authorized Personnel is amended; or
- Bank Wire Transfer information is amended.

9. *Termination:* You may terminate this Agreement and your Brokerage Account at any time by giving us written notice, after paying any obligations you owe to us. We may terminate your Brokerage Account and any or all services rendered under this Agreement at any time and for any reason in our sole and absolute discretion. Closing an account or terminating services will not affect rights and obligations incurred or arising prior to closure or termination. The terms and conditions of this Agreement will survive termination of your Account and will continue to apply to any disputed or other remaining matters arising from our relationship.

10. *Restrictions on Trading:* You understand that we may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to trade certificates of deposit or commercial paper, or to substitute certificates of deposit or commercial paper, in your Brokerage Account.

11. *Governing Law:* This Agreement is governed by the laws of the State of Illinois (without regard to its conflict of law provisions), as applied to contracts entered into and completely performed within the State of Illinois.

12. *Assignment:* You may not assign your rights and obligations under this Agreement without first obtaining our prior written consent. We may transfer your Brokerage Account and assign our rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity after 30 days prior written notice to you. This Agreement is binding

upon, and inures to the benefit of, your and our successors and permitted assigns, if any.

13. **Arbitration:** This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- The arbitration proceeding will be held in Chicago, Illinois.

You agree to settle by arbitration any controversy, dispute, claim or grievance between you or your officers, directors, employees or agents, and us, any of our affiliates or our or their shareholders, officers, directors, employees or agents arising out of, or relating to, this Agreement, your Brokerage Account or account transactions, or in any other way arising from your relationship with us. Such arbitration will be conducted before and in accordance with the rules then prevailing of the American Arbitration Association, unless (i) the rules of the Financial Industry Regulatory Authority (FINRA), (ii) another United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member or (iii) an order of court require that the arbitration be conducted under differing rules. The results of any arbitration proceeding shall be final and may be enforced by a court of competent jurisdiction. Either party to this Agreement may initiate arbitration by serving or mailing a written notice to the other. The notice must specify which rules will apply to the arbitration, and such specification will be binding on both parties. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court of competent jurisdiction.

14. **Class Actions:** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

15. **Losses Due to Extraordinary Events; Limitation of Liability:** We shall not be liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange market.

16. **Provision of Market Data:** We may convey to you through telephone, electronic, or other means last sale transaction data, bid and asked quotations, and other information relating to certificates of deposit or commercial paper and the markets in which such instruments are traded (collectively referred to in this section as "market data").

We obtain market data from exchanges and markets and from parties that transmit market data (collectively referred to in this section as "the market data providers"). All market data is protected by copyright laws. We provide market data for your personal, non-commercial use; you may not sell, market, or redistribute it in any way, unless you've entered into written agreements with the appropriate market data providers. We may terminate your access to the market data at any time in our sole and absolute discretion.

We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data, and the availability of the market data without interruptions, can't be guaranteed either by us or the market data providers. Neither we nor the market data providers will be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, non-performance, or interruptions in the availability of market data or your access to market data, whether or not due to any negligent act or omission by us or the market data providers. You acknowledge that the provision of such market data does not constitute a recommendation by us to purchase or sell any security or any financial, tax or legal advice by us. The market data is provided "as is" and on an "as available" basis. There is no warranty of any kind, express or implied, regarding the market data.

You are fully capable of evaluating certificates of deposit and commercial paper, reading markets, and recognizing portfolio diversification. However, the market data and other analysis provided by PMA may assist in your investment decisions. Any quotations generated from market data will also be considered subject to availability.

17. *Certificates of Deposit and Commercial Paper.* Investments are competitively priced. We have assigned general names to investment programs available to customers. The following program names may appear in various communications or confirmations delivered by the firm.
- *Network Program:* This program provides access to our network of investments that do not carry third party insurance. PMA does not guarantee these investments. Certificates of deposit may have Federal Deposit Insurance Corporation coverage on deposit accounts of “up to FDIC allowable limits” or less. Commercial paper is unsecured debt issued by a corporation. Commercial paper does not carry any federal insurance coverage but may have credit enhancement facilities or features to support its credit rating. The fact that PMA offers a particular investment should not be construed as a recommendation to purchase such investment nor does it imply any warranty of the credit or liquidity features of such investment.
 - *Collateral Program:* Banks may offer to collateralize your certificate of deposit by pledging eligible securities, providing a Federal Home Loan Bank Letter of Credit or pledging other acceptable collateral. Banks will maintain collateral in amounts equal to the deposits in the certificate of deposit account or specified by your entities investment policy, whichever is greater. The firm will use all reasonable efforts to ensure that collateral agreements are properly executed. However, the firm recommends that legal counsel review each collateral agreement.
 - *Insured Program:* Third party insurance or surety coverage may be available for certificates of deposit and commercial paper investments. Information regarding insurance providers participating in PMA programs is available upon written request. All disclaimers that apply to the Network program also apply to the Insured program.
18. *Notification:* We will send all notices and communications relating to your Brokerage Account to you at the mailing address or, where applicable, the electronic mail address shown in the Client Information section of your Application, or to another address you specify to us in writing. Any communication we send to such mailing address, whether by mail, telegraph, messenger, or otherwise, or to your electronic mail address is considered delivered to you personally, whether or not you actually receive it. You agree to promptly notify us of any changes in your mailing address or electronic mail address.
19. *Separability:* If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.
20. *Entire Agreement, Amendment, and Waiver:* This Agreement, any attachments hereto, our privacy policy, business continuity policy, and terms contained on statements and confirmations sent to you, as amended from time to time, contains the entire agreement between you and us with respect to the subject matter hereof.
- We may amend this Agreement after prior notice to you and upon your agreement. In the event you do not agree to any amendment, we may close and liquidate your Brokerage Account in an orderly manner. No amendment of any nature will affect either of our obligations incurred prior to the effective date of the amendment.
- No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by you and us. A waiver shall be effective only for the specific purpose for which given.
- Our failure, at any time, to require strict compliance by you with any provision of this Agreement shall not constitute a waiver, or affect or diminish our right to demand strict compliance by you with any other provision of this Agreement.
- This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile signatures which shall be considered originals.
21. *Anti-Money Laundering Requirements:* The USA PATRIOT Act is designed to detect, deter, and punish terrorists and others who engage in money laundering or disguising illegally obtained funds so that the funds appear to come from legitimate sources or activities. All brokerage firms are required to have anti-money laundering programs. As part of our program, we may require you to provide various identification documents or other information to verify your identity and/or your institution’s identity. Until you provide the information or documents we need, we may not be able to open an account or effect any transaction for you.
22. *Privacy Policy:* We may collect personal, non-public information about you in the course of providing financial services to you, and we have a privacy policy to protect such personal information. On an annual basis, we will provide you with a copy of our privacy policy. You acknowledge that you have received and read our privacy policy.
23. *Warranty Disclaimer; Damage Limitation:* Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with your Brokerage Account. Both parties to this Agreement agree that the only appropriate measure of damages for any breach of this Agreement are compensatory damages and that in no event shall either party be entitled to incidental, special, indirect, punitive or consequential damages.

- 24. *Consent to Monitoring and Recording:* You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring and recording. We are not required to record all telephone conversations and do not guarantee that recordings of any particular telephone conversation will be retained or are capable of being retrieved. You acknowledge that we do not accept orders left on voicemail, and you agree not to leave any instructions for us on voicemail to enter a transaction for you.
- 25. *E-mail and Electronic Communication:* All e-mail sent to and from us is subject to monitoring, review by or disclosure to someone other than your intended recipient. You acknowledge that there may be delays in e-mail being received by your intended recipient. You agree to hold us harmless for any delay in e-mail delivery regardless of whether the delay was caused by us or a third party. E-mail sent to and from a PMA address may be retained by our corporate e-mail system. You agree not to use e-mail to transmit orders to purchase or sell a security and further agree that PMA is not liable for any actions taken or any omissions to act as a result of any e-mail message you send to us. Electronic communications with PMA via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by PMA.
- 26. *Account:* Your account is a brokerage account and not an advisory account. If you have any questions on the difference, please contact us.
- 27. *Information:* You shall have access to such books, records, documents and papers of PMA that are directly related to the services provided by PMA pursuant to this Agreement for the purpose of audit, examination, excerpts, transcripts and as otherwise required by law.

Note: THIS DOCUMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, WHICH APPEARS HIGHLIGHTED IN BOLD TEXT IN SECTION 13 BEGINNING ON PAGE 3 ABOVE. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION CLAUSE AND HAVE A COPY OF SUCH CLAUSE FOR YOUR RECORDS.

I hereby certify that I am the _____(Title) of Applicant named below, that the execution of this Institutional Brokerage Account Agreement has been authorized and approved by the proper authorities of Applicant and that I am authorized to execute this Agreement on behalf of Applicant. I further certify that the information provided on this Agreement is true, correct, and complete, that I have read the Agreement and that the Applicant agrees to each of its Terms and Conditions and agrees that these terms and conditions may be amended from time to time in writing only by an officer of PMA Financial Network, Inc.

APPLICANT: _____

By: _____ Date: _____
AN AUTHORIZED OFFICER OR AGENT

ACCEPTED: PMA Financial Network, Inc.

By: _____,
AN AUTHORIZED OFFICER OR AGENT

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ABOUT PMA FINANCIAL NETWORK, INC.

Leading the public sector with sound investment solutions

PMA FINANCIAL NETWORK, INC.

PMA Financial Network, Inc. is a full service public finance company with over 25 years of experience providing clients long-term financial solutions that work.

- Competitive investment execution and statute and policy allowable investments
- Cash flow management
- Bond proceeds management
- Financial planning
- Bank credit analysis
- Online trading and reporting
- Investment banking and financial advisory services

PMA SECURITIES, INC.

PMA Securities, Inc. provides fixed income institutional brokerage, debt issuance services, registered money fund products, and is the distributor for several intergovernmental investment pools.

- Full service investment banking
- Competitive bond sales
- Negotiated bond sales
- Private placements
- Long-range financial analysis
- Project finance services

FIXED RATE INVESTMENTS

- FDIC CDs
- Collateralized CDs
- U.S. Government Agency Investments
- U.S. T-Bills and Notes

Fundamental Approach to Long-Term Success

For a quarter-century, government entities have turned to PMA Financial Network, Inc. and PMA Securities, Inc. (collectively “PMA”) as a trusted partner and integral component of their long-term financial success. With billions of dollars invested annually, PMA provides over 1,300 clients with a diverse lineup of customized financial solutions through a team of experienced professionals and some of the most innovative technology available.

PMA has earned a reputation in the public sector for developing financial solutions that work. In fact, in 2009 and 2010 PMA Securities, Inc. was the number one ranked financial advisor for K-12 and community college districts in Illinois.¹

¹ Based on the par amount advised upon for K-12 districts for the 12-month period ending June 30, 2009 and June 30, 2010 respectively. Includes Financial Advisors on negotiated and competitive sales as well as Co-Managers and Senior Managers on negotiated sales. Source: Thomson Financial Services and Bloomberg. Note that past performance does not indicate future results.

The Power of the Network

Relationships with experienced institutional trading partners and an extensive network of more than 1,800 local and national banks enable PMA to provide its clients statute-compliant fixed income opportunities, including FDIC CDs, Collateralized CDs, U.S. Government Agency Investments and U.S. T-Bills and Notes. This network inherently provides PMA clients a competitive advantage because it allows for an innovative bidding process that helps secure the best possible rates on our clients' investments, saving a great deal of time and energy.

Fixed Rate Investments

Institutional relationships with some of Wall Street's most experienced professionals and an extensive local and national bank network enable PMA to provide its clients world-class fixed income opportunities. PMA offers clients direct access to multiple durations of Certificates of Deposit and government securities.

FIXED RATE INVESTMENT BID PROCESS

- Prior to the investment date, PMA will contact government-identified local banks to solicit rates.
- PMA will solicit top State rates for a client's investments.
- Client makes the final decision on placement of investments.
- PMA will handle all paperwork related to investments.
- PMA provides one monthly investment statement for all of a client's investments.

DEBT ISSUANCE SERVICES

- Financial analysis of proposed projects/needs.
- Traditional negotiated or competitive investment banking services.
- Debt structuring and issuance.
- Review of available debt capacity and long range debt management.
- Facilitation of debt issuance process.
- Insurance and rating agency presentation.
- Levy assistance.
- Ongoing client support.

CASH FLOW ANALYSIS

- Ensure all liabilities are met with a maturity.
- Invest longer to take advantage of higher rates.
- Plan for cash shortfalls.
- Identify long-term investment potential.
- Maximize interest income.

BOND PROCEEDS MANAGEMENT

- Reap significant benefits in investment, arbitrage and reporting.
- Establish a reliable flow of funds.
- Maximize earnings through an asset-liability matching investment schedule.
- Help comply with all applicable IRS arbitrage regulations.

Fixed Rate Opportunities

FIXED RATE INVESTMENT BID PROCESS

PMA's investment bidding services are set in place to provide its clients the opportunity to secure the best possible rates on their investments. Additionally, PMA obtains these rates by contacting multiple banks, saving its clients time and energy. For added convenience, clients receive a single consolidated monthly report encompassing all of the client's Fixed Rate Account investments and local government investment pool activity.

DEBT ISSUANCE PROCESS

PMA's professionals are experienced and knowledgeable in municipal finance, debt issuance, cash management and investing, sales and trading and underwriting. PMA Securities, Inc. is a debt advisor for school districts and municipalities, integrating debt issuance with its clients' operating objectives. Our knowledgeable staff has experience in school management, municipal government, business and accounting. PMA's Public Finance Team utilizes this experience to perform a number of services for our clients, ranging from financial analysis and capital planning to facilitating the debt issuance process.

CASH FLOW ANALYSIS

There is more to money management than simply shopping for investments. An accurate cash flow plan allows a client to intelligently build an investment schedule that capitalizes on the yield curve benefits of longer-term investing. PMA's cash flow analysis helps a client ensure that all liabilities are met with a maturity, invest longer to take advantage of higher rates, plan for cash shortfalls, identify long-term investment potential and maximize interest income. PMA's cash flow analysis is free of charge for its investment clients.

BOND PROCEEDS MANAGEMENT PROGRAM

PMA's Bond Proceeds Management Program provides the ability to reap significant benefits in the critical areas of investment, arbitrage and reporting. Specifically, this program helps a client establish a reliable and sufficient flow of funds, maximize earnings through an asset-liability matching investment schedule, adequately cover expenses, comply with all applicable IRS arbitrage regulations and save administrative time. Additionally, each client will have a single contact for all of its investment needs.



MUNICIPAL CLIENTELE

ALSIP-MERRIONETTE PARK PUBLIC LIBRARY	VERNON HILLS PARK DISTRICT
ARLINGTON HEIGHTS PARK DISTRICT	VILLA PARK PUBLIC LIBRARY
BARTLETT PARK DISTRICT	VILLAGE OF ADDISON
CAMPTON TOWNSHIP	VILLAGE OF BARRINGTON
CAROL STREAM PARK DISTRICT	VILLAGE OF BARTLETT
CHICAGO ROCKFORD INTERNATIONAL AIRPORT	VILLAGE OF BENSENVILLE
CITY OF CREST HILL	VILLAGE OF BLOOMINGDALE
CITY OF CRYSTAL LAKE	VILLAGE OF BUFFALO GROVE
CITY OF DES PLAINES	VILLAGE OF CARY
CITY OF ELGIN	VILLAGE OF CLARENDON HILLS
CITY OF ELMHURST	VILLAGE OF DOWNERS GROVE
CITY OF EVANSTON	VILLAGE OF FLOSSMOOR
CITY OF GENEVA	VILLAGE OF FOX LAKE
CITY OF MCHENRY	VILLAGE OF GLENDALE HEIGHTS
CITY OF MOLINE	VILLAGE OF GLENVIEW
CITY OF WOODSTOCK	VILLAGE OF HAMPSHIRE
CRYSTAL LAKE PUBLIC LIBRARY	VILLAGE OF HANOVER PARK
DEERFIELD PUBLIC LIBRARY	VILLAGE OF HAWTHORN WOODS
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	VILLAGE OF HOFFMAN ESTATES
FOX RIVER WATER RECLAMATION DISTRICT	VILLAGE OF ITASCA
FOUNTAINDALE PUBLIC LIBRARY DISTRICT	VILLAGE OF LAGRANGE
GLENCOE PARK DISTRICT	VILLAGE OF LAGRANGE PARK
GLENVIEW PUBLIC LIBRARY	VILLAGE OF LAKEWOOD
GREATER PEORIA AREA SANITARY DISTRICT	VILLAGE OF LAKE IN THE HILLS
HOMER TOWNSHIP PUBLIC LIBRARY	VILLAGE OF LIBERTYVILLE
LA GRANGE PUBLIC LIBRARY	VILLAGE OF MORTON GROVE
LISLE WOODRIDGE FIRE PROTECTION DISTRICT	VILLAGE OF MOUNT PROSPECT
MCHENRY COUNTY CONSERVATION DISTRICT	VILLAGE OF NEW LENOX
MORTON GROVE PUBLIC LIBRARY	VILLAGE OF NORTH AURORA
NAPERVILLE PARK DISTRICT	VILLAGE OF OAK PARK
NORTHBROOK PARK DISTRICT	VILLAGE OF ORLAND PARK
OAK PARK PUBLIC LIBRARY	VILLAGE OF OSWEGO
ORLAND PARK PUBLIC LIBRARY	VILLAGE OF PALATINE
OSWEGO PUBLIC LIBRARY	VILLAGE OF PLAINFIELD
PALATINE RURAL FIRE PROTECTION DISTRICT	VILLAGE OF RIVERSIDE
PARK DISTRICT OF HIGHLAND PARK	VILLAGE OF RIVER FOREST
PARK DISTRICT OF OAK PARK	VILLAGE OF SOUTH ELGIN
PARK RIDGE PARK DISTRICT	VILLAGE OF SUGAR GROVE
RIVER FOREST PARK DISTRICT	VILLAGE OF VILLA PARK
ROCK RIVER WATER RECLAMATION DISTRICT	VILLAGE OF WESTCHESTER
ROCKFORD PARK DISTRICT	VILLAGE OF WOODRIDGE
THORN CREEK BASIN SANITARY DISTRICT	WARREN-WAUKEGAN FIRE PROTECTION DISTRICT
TINLEY PARK PARK DISTRICT	WHEELING PARK DISTRICT
URBANA & CHAMPAIGN SANITARY DISTRICT	WHEATON PARK DISTRICT

MUNICIPAL REFERENCES

CITY OF ELGIN ATTN: COLLEEN LAVERY PHONE: 847-931-5636	VILLAGE OF GLENVIEW ATTN: MAGGIE BOSLEY PHONE: 847-904-4357
LISLE WOODRIDGE FIRE PROTECTION DISTRICT ATTN: BARB BESHEARS PHONE: 630-353-3069	VILLAGE OF SOUTH ELGIN ATTN: ART SKIBLEY PHONE: 847-742-5780

VILLAGE OF PARK FOREST INVESTMENT POLICY

1.0 Policy:

It is the policy of the Village of Park Forest to invest public funds in a manner which will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope:

This investment policy applies to all financial assets of the Village of Park Forest. These funds are accounted for in the Village of Park Forest's Comprehensive Annual Financial Report.

3.0 Prudence:

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objective:

The primary objectives, in priority order, of the Village of Park Forest's investment activities shall be:

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the Village of Park Forest shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 **Liquidity:** The Village of Park Forest's investment portfolio will remain sufficiently liquid to enable the Village of Park Forest to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment: The Village of Park Forest's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the Village of Park Forest's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

Authority to manage the Village of Park Forest's investment program is derived from the Illinois Compiled Statutes, Sections 5/3-132, 5/3-134, 5/3-135 and 5/3-141. Management responsibility for the investment program is, hereby delegated to the Finance Director (Treasurer), who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director (Treasurer). The Finance Director (Treasurer) shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the President of the Village of Park Forest any material financial interests in financial institutions that conduct business within this jurisdiction and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Village of Park Forest's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the Village of Park Forest, particularly with regard to the time of purchases and sales.

7.0 Authorized Financial Dealers and Institutions:

The Finance Director (Treasurer) will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness, who maintain an office in the State of Illinois. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for transactions must supply the Finance Director (Treasurer) with the following: audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of state registration, certification of having read entity's investment policy, depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Finance Director (Treasurer).

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Village of Park Forest invests.

8.0 Authorized and Suitable Investments:

Investments may be made in any type of security allowed for in Illinois statutes regarding the investment of public funds.

Investments shall be made that reflect the cash flow needs of the fund type being invested.

The Village of Park Forest is empowered by statute to invest in the following types of securities:

- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Certificates of Deposit
- Government Bonds & Tax Anticipation Warrants
- State of Israel Bonds
- General Accounts of Life Insurance Companies
- Separate Accounts of Life Insurance Companies
- Government Agencies
 - Federal Housing Administration (FHA)
 - Government National Mortgage Association (GNMA)
 - Public Housing Boards (HUD)
 - Farmers Home Administration
 - General Services Administration (GSA)
 - Maritime Administration
 - Small Business Administration (SBA)
 - SBA Loan Pools
 - Tennessee Valley Authority (TVA)
 - Washington Metropolitan Area Transit Authority
 - Federal Land Banks
 - Federal Intermediate Credit Banks
 - Bank for Cooperatives
 - Federal Farm Credit Banks
 - Federal Home Loan Banks
 - Federal Home Loan Mortgage Corp.
- Commercial Paper
- Money Market Mutual Fund
- Separate Trading of Registered Interest and Principal of Securities (STRIPS)

- Coupon Under Book Entry Safekeeping (CUBES)
- Illinois Public Finance Director (Treasurer)s Investment Pool (IPTIP)

Illinois Metropolitan Investment Fund (IMET)
Bank Managed Fund

9.0 Collateralization:

Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral, witnessed by a written agreement. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The right of collateral substitution is granted.

10. Safekeeping and Custody:

All security transactions entered into by the Village of Park Forest shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Finance Director (Treasurer) and evidenced by safekeeping receipts.

11. Diversification:

The Village of Park Forest will diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

12. Maximum Maturities:

To the extent possible, the Village of Park Forest will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village of Park Forest will not directly invest in securities maturing more than 20 years from the date of purchase.

Reserve funds may be invested in securities exceeding 20 years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

13. Internal Control:

The Finance Director (Treasurer) shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting
- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

14. Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the Village of Park Forest's investment risk constraints and cash flow needs.

14.1 Market Yield (Benchmark): The entity's investment strategy is passive. Given this strategy, the basis used by the Finance Director (Treasurer) to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill and the average Fed Funds rate.

15. Reporting:

The Finance Director (Treasurer) shall prepare regular investment reports. The report should be provided to the Board of Trustees and available on request. The report should be in a format suitable for review by the general public. An annual report should also be provided to the Board.

16. Marking to Market:

An annual statement of the market value of the portfolio shall be issued to the Board of Trustees.

17. Investment Policy Adoption:

The Village of Park Forest's investment policy shall be adopted by the Board of Trustees. The policy shall be reviewed on an annual basis by the Finance Director (Treasurer) and any modifications made thereto must be approved by the Village of Park Forest Board of Trustees.

AGENDA BRIEFING

DATE: February 26, 2013

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

RE: **A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE VILLAGE OF RICHTON PARK**

BACKGROUND/DISCUSSION:

Over the past several years, severe rainfall incidents have resulted in periodic instances where the Village of Richton Park representatives have had to pump water from a detention pond in the Farm Trace sub-division which is located on the far southeast side of their community. When this pumping has occurred, residents on several of the “S” Streets (Sioux, Somonauk, Shawnee, etc.) in the southwest part of Park Forest have suffered from flooding in streets, parkways and even into their homes. This part of Park Forest abuts Richton Park in close proximity to the Farm Trace sub-division.

It is Richton Park’s determination that the detention pond in Farm Trace was inadequately engineered for the storm water detention needs of this new subdivision. Over the past couple of years, Richton Park has worked to develop solutions for this issue. Over the course of 2012, a state grant was secured to further storm water detention capacity in an open space due east of the Farm Trace sub-division. In conjunction with building out the storm water detention capacity of this open space, Richton Park is seeking to install a 60” storm water culvert. This culvert would assist in accumulated storm water runoff by-passing the Farm Trace sub-division toward the detention pond.

Proceeding east/west along Steger Road and north/south along Crawford Avenue, Park Forest has a twelve-inch water main line which runs all the way to the former Hidden Meadows golf course property. This water main was installed in the mid-1980’s. For the above-referenced Richton Park plan to take place, approximately 100 linear feet of the Park Forest water main will need to be relocated. In summary, the water main will drop down in elevation under the ground (or buried deeper) so that the Richton Park storm water culvert might pass over it. Plans for this work are attached and have been reviewed by Park Forest Public Works Staff and storm water engineering consultants from Baxter & Woodman.

To accommodate the relocation of Park Forest water main, the attached intergovernmental agreement has been developed. Highlights of the agreement include the following:

- The most recent/finalized construction plans, dated December 21, 2012, are included as an addendum.
- An easement agreement is included as an attachment related to the Village's water mains in Richton Park's right-of-way.
- Richton Park agrees to cover all legal and engineering costs encountered by Park Forest.
- Richton Park agrees to indemnify and hold Park Forest harmless for any claims arising out of the work performed.
- Richton Park permanently assumes all maintenance responsibilities with respect to the water main (re)located within the project area.
- Richton Park agrees that pumping of water out of the Farm Trace sub-division detention pond will be prohibited. Consent for pumping during any emergency flooding conditions must be sought in writing by Richton Park and approved by Park Forest.

The construction work is anticipated to take three months assuming Park Forest consent is granted. The attached enabling resolution, intergovernmental agreement and corresponding easement agreement have been drafted/reviewed by Village Attorney Paul Stephanides.

SCHEDULE FOR CONSIDERATION:

This matter will appear on the Consent Agenda of the Regular Meeting of March 11, 2013 for Board consideration and approval.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF PARK FOREST AND THE VILLAGE OF RICHTON PARK**

WHEREAS, the Village of Richton Park (“Richton Park”) is currently engaged in a stormwater management improvement program in the southeast quadrant of Richton Park; and

WHEREAS, in order to complete its improvement program, Richton Park needs to construct a storm sewer line in an area in which the Village of Park Forest (“Park Forest”) maintains a water main as more fully set forth in the Intergovernmental Agreement attached hereto and incorporated herein by reference; and

WHEREAS, Richton Park will need to relocate approximate Park Forest’s water main, and Park Forest is agreeable to granting Richton Park authority to relocated Park Forest’s water main subject to the terms of the Intergovernmental Agreement; and

WHEREAS, attached to the Intergovernmental Agreement is an Easement Agreement which grants Park Forest the continuing authority to maintain the subject water main in Richton Park’s right-of-way; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, Richton Park and Park Forest are public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2, and are thus authorized to enter into the Intergovernmental Agreement; and

WHEREAS, the Mayor and Board of Trustees of the Village have determined that it is in the best interests of the Village to enter into 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. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Intergovernmental Agreement. The Intergovernmental Agreement, attached hereto and incorporated herein by reference, is hereby approved in substantially the form attached, subject to the review and approval of the Village Attorney.

Section 3. Execution of Intergovernmental Agreement. The Village Manager is directed and authorized to execute the Intergovernmental Agreement, and the Permanent Easement Agreement attached thereto, in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement

Section 4. Severability and Repeal of Inconsistent Motions, Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All existing motions, resolutions and ordinances of the Village are hereby repealed insofar as they may be inconsistent with the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____ 2013.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is dated this ____ day of _____, 2013, by and between the Village of Park Forest, Cook and Will Counties, Illinois ("Park Forest") and the Village of Richton Park, Cook County Illinois ("Richton Park").

RECITALS

A. Richton Park is currently engaged in a stormwater management improvement program in the southeast quadrant of Richton Park.

B. In order to effectively conduct its improvement program, Richton Park needs to construct a storm sewer line in the areas shown on **Exhibit A** attached hereto and made a part hereof (the "Project Areas").

C. The Project Areas are located within the Steger Road right-of-way ("R-O-W") west of Richton Square Road, and east of Park Forest's air relief valve vault, and west of Central Park Avenue and east of Ridgeway Avenue. The Steger Road R-O-W is under the jurisdiction of Richton Park.

D. Park Forest currently owns and maintains a 12" water main within the Project Areas (the "Water Main"). In order for Richton Park to move forward with its project, it is necessary for Richton Park to relocate approximate 100' of the Water Main in accordance with engineering plans prepared by Clark Dietz, Inc., said plans dated December 21, 2012, incorporated herein by reference as though fully set forth.

E. Park Forest is agreeable to granting Richton Park authority to complete the above described work and to proceed, provided (i) Richton Park agrees to assume all costs associated with the work, including, but not limited to, engineering, legal and other associated costs; (ii) Richton Park agrees to indemnify and hold Park Forest harmless for any claims arising out of the

work performed; (iii) Richton Park permanently assumes all maintenance responsibilities with respect to the Water Main located within the Project Areas.

F. Accordingly, it is the purpose of this Agreement to set forth the rights and responsibilities of the parties with respect to the work to be performed in the Project Areas.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN PARK FOREST AND RICHTON PARK, as follows:

Section 1: Incorporation of Recitals. The recitals set forth hereinabove are incorporated as if set forth fully herein.

Section 2: Authorization to Relocate Water Main.

2.1. Park Forest hereby grants Richton Park the authority to relocate the Water Main under that portion of the Steger Road R-O-W shown on **Exhibit A** attached hereto and made a part hereof.

2.2. The purpose of said authorization is to allow Richton Park to (a) relocate the Water Main as shown on **Exhibit A**; and (b) allow Richton Park to construct a storm sewer within the Project Area.

2.3. Prior to the commencement of any work to adjust/relocate the water main, Richton Park shall forward its finalized current engineering and construction plans and specifications for the work set forth herein to Park Forest for Park Forest's review and approval.

2.4. Richton Park's construction work is anticipated to take 90 days. Richton Park shall require its contractors to conform to Park Forest's requirements with respect to starting/ending time and traffic control measures for any of the contract work to be performed within the Village limits of Park Forest.

2.5. Richton Park and Park Forest shall execute a Permanent Easement Agreement in substantially the form attached as **Exhibit B**, incorporated herein by reference as though fully set forth, in order for Park Forest to continue to locate its Water Main that is the subject of this Agreement in its current location.

Section 3: Water Main Maintenance. Richton Park hereby agrees to permanently maintain, repair and replace the Water Main within the Project Areas at the expense of Richton Park (hereinafter referred to as “Maintenance Activities”). Any such Maintenance Activities shall take place at the direction of Park Forest and shall conform to specifications and requirements as set forth by Park Forest and Park Forest engineering employees/consultants.

Section 4: Prohibition on Certain Pumping Activities by Richton Park Without the Consent of Park Forest.

4.1. Once Richton Park completes its stormwater management improvement program as set forth in this Agreement, it will discontinue pumping stormwater when stormwater run-off overtops the pavement of Central Park Avenue at Sioux Street without the consent of Park Forest.

4.2. Because any such consent will only be necessitated by emergency flooding conditions, consent from Park Forest may be issued from Park Forest’s Village Manager, or as directed by the Park Forest Village Manager, via e-mail or facsimile to the Village Manager of Richton Park pursuant to Section 6.1 below.

Section 5: Indemnification and Hold Harmless; Reimbursement; Continued Cooperation.

5.1. In further consideration of the authority granted hereby, Richton Park agrees to indemnify, defend and hold harmless Park Forest, its officers, agents and employees for any and all claims and injuries arising out of (a) the construction work set forth in this Agreement

pursuant to the authority granted from Park Forest to Richton Park; and (b) any Maintenance Activities conducted by Richton Park pursuant to this Agreement, including attorneys' fees, costs and expenses.

5.2. Richton Park shall require any contractor performing any work within the Project Area pursuant to this Agreement to carry liability insurance and name Park Forest as an additional insured under such policies to the same extent that Richton Park obtains such insurance for Richton Park itself. Richton Park shall furnish copies of certificates of insurance evidencing coverage for any contractor performing any work within the Project Area for Richton Park.

5.3. This indemnification does not apply to any acts of negligence or willful and wanton misconduct committed by Park Forest.

5.4. Richton Park will reimburse Park Forest for all legal and engineering fees incurred by Park Forest in connection with the review of this Agreement and the plans referenced in this Agreement.

5.5. The parties, through their respective managers and engineering staffs, shall periodically meet (at least twice annually) at the request of either party for purposes of proposing additional storm water management measures to benefit the general geographic areas of both Villages addressed in this Agreement.

Section 6: Notice.

6.1. All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, by hand delivery, by e-mail or by facsimile to the Parties at their respective addresses as follows:

To the Village of Park Forest:

Thomas K. Mick
Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Email: tmick@VOPF.com
Facsimile: 708-503-8560

To the Village of Richton Park:

De'Carlton E. Seewood
Village Manager
Village of Richton Park
4455 Sauk Trail
Richton Park, Illinois 60471
Email: dseewood@richtonpark.org
Facsimile: 708-481-8980

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

Section 7: Entire Agreement.

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

Section 8: Severability.

8.1. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

Section 9: Effective Date.

9.1. The effective date of this Agreement shall be the date of execution by the Village Manager of Park Forest.

Section 10: Binding Authority.

10.1. The individuals executing this Agreement on behalf of Park Forest and Richton Park represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

Village of Park Forest, Illinois

Village of Richton Park, Illinois

By: _____
Thomas K. Mick
Village Manager

By: _____

Date: _____

Date: _____

Attest:

Attest:

Sheila McGann
Village Clerk

EXHIBIT A

STORM SEWER LINE PLAN

EXHIBIT B

**Property Index Numbers:
See attached Legal Description**

**Return to:
Village Clerk
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466**



(for recorder's use only)

**PERMANENT EASEMENT AGREEMENT BETWEEN
THE VILLAGE OF RICHTON PARK AND THE VILLAGE OF PARK FOREST**

THIS PERMANENT EASEMENT AGREEMENT is entered into this _____ day of _____, 2013, by and between the Village of Richton Park, Cook County, Illinois (hereinafter referred to as "Grantor"), and the Village of Park Forest, Cook and Will Counties, Illinois (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Premises"); and

WHEREAS, Grantee has determined that it is in the public interest to acquire easement rights on, over and across the Easement Premises for an existing water main; and

WHEREAS, Grantor has agreed to grant Grantee a permanent easement for the existing water main located on the Easement Premises.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereby agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **EASEMENT GRANT.** Grantor grants to Grantee a permanent easement over, upon, along, under, through, and across the Easement Premises, legally described in Exhibit A, for an existing water main, including, but not limited to, the construction, installation, operation, maintenance, repair, replacement, relocation and removal of the water main.

3. **EASEMENT USE.** Grantor further grants to the Grantee and any of its officers, agents, representatives, employees, licensees, successors, assigns and contractors, the perpetual right, privilege and authority to enter upon the Easement Premises set forth in paragraph 2 above, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, operate, replace, relocate and remove its water main described herein on the Easement Premises, together with the right of access across the Grantor's property for necessary workers and equipment to do any of the required work.

4. **EASEMENT CONDITIONS.** This grant of easement shall be subject to the conditions that:

- a) No permanent buildings shall be constructed or placed on the Easement Premises;
- b) Grantor shall have the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, ingress and egress roadways on the Easement Premises that do not then or later conflict with the aforesaid uses or rights.

c) Grantee shall have the right from time to time to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given on the Easement Premises that interferes with the operation or use of its water main facilities described herein.

d) All construction by any entity within the Easement Premises shall be performed in accordance with the applicable law.

e) Grantor reserves the right of access across the Easement Premises

5. **RESTORATION.** Grantee or its designees shall, upon completion of any work by Grantee authorized by this Agreement, restore the surface(s) of the Easement Premises and any other property owned by Grantor that may have been disturbed by said work to the same or better condition than that which existed prior to the beginning of any work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement.

6. **HOLD HARMLESS.** Grantee shall indemnify, defend and hold Grantor harmless from any and all any and all claims and injuries arising solely out of Grantee's work on the Easement Premises, including attorneys' fees, costs and expenses.

7. **NOTICE.** Any notice required to be given pursuant to this Agreement shall be by personal delivery, a nationally recognized overnight delivery service, by facsimile or email as follows:

To GRANTOR: De'Carlton E. Seewood
Village Manager
Village of Richton Park
4455 Sauk Trail
Richton Park, IL 60471
Email: dseewood@richtonpark.org
Facsimile: (708) 481-8980

To GRANTEE: Thomas K. Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Email: tmick@vopf.com
Facsimile: (708) 503-8560

All notices shall be deemed given upon the time of delivery or transmission by facsimile. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered pursuant to the provisions of this paragraph.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon the successors, tenants and representatives of the parties hereto.

8. **HOMESTEAD WAIVER.** Grantor releases and waives all rights under the Homestead Exemption laws of the State of Illinois.

9. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

10. **COVENANT RUNNING WITH THE LAND.** This easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon

Grantor and Grantee and any of their lessees, successors in interest, heirs devisees and assigns from and after the date of execution by the parties.

11. **LAW GOVERNING.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR – VILLAGE OF RICHTON PARK

Attest:

By: _____
(Print Name)
(Title)

By: _____
(Print Name)
(Title)

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by _____ and _____, this _____ day of _____, 2013, A.D.

- NOTARY SEAL -

Notary Public

GRANTEE – VILLAGE OF PARK FOREST

Attest:

By: _____
Thomas K. Mick
Village Manager

By: _____
Sheila McGann
Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Thomas K. Mick and Sheila McGann, this _____ day of _____, 2013, A.D.

- NOTARY SEAL -

Notary Public

This instrument was prepared by: Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd, 9550 Bormet Drive, Suite 201, Mokena, Illinois 60448.

EXHIBIT A- LEGAL DESCRIPTION

THAT PART OF STEGER ROAD LYING WITHIN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 10.00 FOOT WIDE STRIPE OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 532.89 FEET TO THE CENTER OF AN EXISTING 12” WATERMAIN ALSO KNOWN AS THE POINT OF BEGINNING OF SAID CENTERLINE OF THE 10.00 FOOT WIDE EASEMENT; THENCE NORTH ALONG THE CENTER OF THE EXISTING 12 INCH MAIN, 21.00 FEET PLUS OR MINUS TO A POINT; THENCE EASTERLY ALONG THE CENTER OF THE EXISTING 12” MAIN, THE FOLLOWING 3 COURSES AND DISTANCES (BEARINGS ARE ASSUMED):

- (1) SOUTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 509.00 FEET TO A POINT;
- (2) NORTH 80 DEGREES 49 MINUTES 52 SECONDS EAST, 63.00 FEET TO A POINT;
- (3) SOUTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1220.00 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 57 MUNUTES 05 SECONDS EAST, 43.80 FEET ALONG SAID EXISTING 12 INCH MAIN TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE POINT OF TERMINATION. THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE EXTENDED AND / OR SHORTENED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, ALL IN COOK COUNTY, ILLINOIS.

Property Index Numbers:

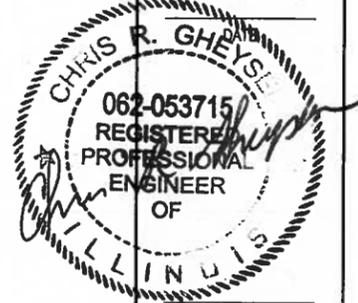
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- 31-35-328-009-0000
- 31-35-322-006-0000
- 31-35-322-007-0000
- 31-35-315-039-0000
- 31-35-315-037-0000
- 31-35-315-038-0000
- 31-35-321-025-0000
- 31-35-321-024-0000

VILLAGE OF RICHTON PARK COOK COUNTY, ILLINOIS

FARM TRACE BYPASS STORM SEWER & DETENTION BASIN



118 SOUTH CLINTON STREET
SUITE 800
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204



SIGNED

PROJECT TITLE
VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN
COOK COUNTY, IL

DESIGNED BY: BRU
DRAWN BY: TBS
CHECKED BY: CRB
DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

12-21-12 FOR BID
11-28-12 REVIEW COMMENTS
11-20-12 REVIEW COMMENTS
8/08/12 DETENTION LOCATION
7/14/10 PARK FOREST COMMENTS
4/29/10 P.F. WATER MAIN
8/27/09 MWRD COMMENTS
DATE REVISION

DRAWING TITLE
COVER

PROJECT No.
R0130143

DRAWING No.
1

SHEET 1 OF 16 SHEETS

TYPICAL GENERAL NOTES

- The MWRD Local Sewer Systems Section Field Office must be notified at least two (2) working days prior to the commencement of any work (call 708-588-4033).
- Elevation datum is USGS
Conversion equation N/A
- All floor drains shall discharge to the sanitary sewer system. No floor drains.
- All downspouts and footing drains shall discharge to the storm sewer system. No footing drains and downspouts.
- All sanitary sewer pipe materials and joints (and storm sewer pipe materials and joints in a combined sewer area) shall conform to:

Pipe Material Spec.	Joint Spec.
Unglazed Clay Pipe	
VCP C-70	C-425
VCP (No-Bell) C-700	C-425
Collar	D-1784
Concrete Pipe C-14	C-443
RCP C-76	C-443
ACP C-428	D-1869
ABS Sewer Pipe	
Solid Wall 6" dia. SDR 23.5	
ABS D-2751	D-2751
ABS Composite/Trench Pipe	
8"-15" dia.	
ABS D-2680	D-2680
PVC Gravity Sewer Pipe	
8"-15" dia. SDR 26	
D-3034	D-3212 or D-2855
18"-27" dia. F10y = 46	
F-679	D-3212 or D-2855
CISP A-74	C-564
DIP A-21.51	A-21.11

COMMENTS

- Required in all cases.
- State if CCD or USGS; or provide conversion equation if other datum is used.
- If none, state "no floor drains".
- If none, state "no footing drains and downspouts".
- Required in all cases. Specify pipe material and joint specifications. If project is in a combined sewer area, include storm sewer.
- The following materials are allowed on a Qualified Basis.** (When one of these materials is used for sewer construction, a special condition will be added to the Permit.)

Pipe Material Spec.	Joint Spec.
PVC Corrugated	
with a smooth interior,	
4"-18" dia.	
F-949	D-3212 or D-2855
PVC Profile Gravity Sewer	
PVC F-794	D-3212 or D-2855
PVC Composite/Trench Pipe	
8"-15" dia.	
PVC D-2680	D-2680 or D-3212
Type PS-46 PVC Gravity Sewer	
F-789	D-3212 or D-2855

(Must meet the performance requirements of D-3034, SDR-26)
- High Density Polyethylene (HDPE) Plastic Pipe.** Polyethylene (HDPE) Sewer Pipe shall conform to Type III, Class B (or better), category 5, Grade P24 as defined in ASTM D-1248 and / or D-3350 with a cell classification PE 34534C or higher. The joining method shall conform to ASTM D-2657.

 - Can be omitted if EDOT equiv. CA 11 or 13 bedding detail is submitted.
 - Alternately, if a detail is provided, the general note should make a reference to that detail.
 - Not required for the ductile iron pipe.
 - Can also be concrete embedment.
- All sanitary sewer construction (and storm sewer construction in combined sewer areas), requires stone bedding with stone 1/4" to 1" in size, with minimum bedding thickness equal to 1/4 the outside diameter of the sewer, but not less than five (5) inches nor more than eight (8) inches. Material shall be CA-11 or CA-13 and shall be extended at least 12" above the top of the pipe when using PVC.

 - Required in all cases.
 - Alternately, if a detail is provided, the general note should make a reference to that detail.
- "Band Seal" or similar flexible-type couplings shall be used in the connection of sewer pipes of dissimilar materials.

 - Required in all cases.
 - Alternately, if a detail is provided, the general note should make a reference to that detail.
- When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, one of the following methods shall be used:
 - Circular saw-cut of sewer main by proper tools ("Chamber-Top" machines or similar) and proper installation of hub-wye saddles or hub-tee saddle.
 - Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
 - With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Band Seal" or similar couplings to hold it firmly in place.
- Whenever a sanitary / combined sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the bottom of the watermain shall be 18 inches. Furthermore, a minimum horizontal distance of 10 feet between sanitary / combined sewers and watermain shall be maintained unless: the sewer is laid in a separate trench, keeping a minimum 18" vertical separation; or the sewer is laid in the same trench with the watermain located at the opposite side on the bench of undisturbed earth, keeping a minimum 18" vertical separation. **If either the vertical or horizontal distances described above are not maintained, or the sewer crosses above the watermain, the sewer shall be constructed to watermain standards.**

 - Required in all cases.
 - Alternately, if a detail is provided, the general note should make a reference to that detail.
- All existing septic systems shall be abandoned. Abandoned tanks shall be filled with granular material or removed.

 - Use when existing septic system is to be abandoned.
- All sanitary manholes, (and storm manholes in combined sewer areas), shall have a minimum inside diameter of 48 inches, and shall be cast in place or pre-cast reinforced concrete.

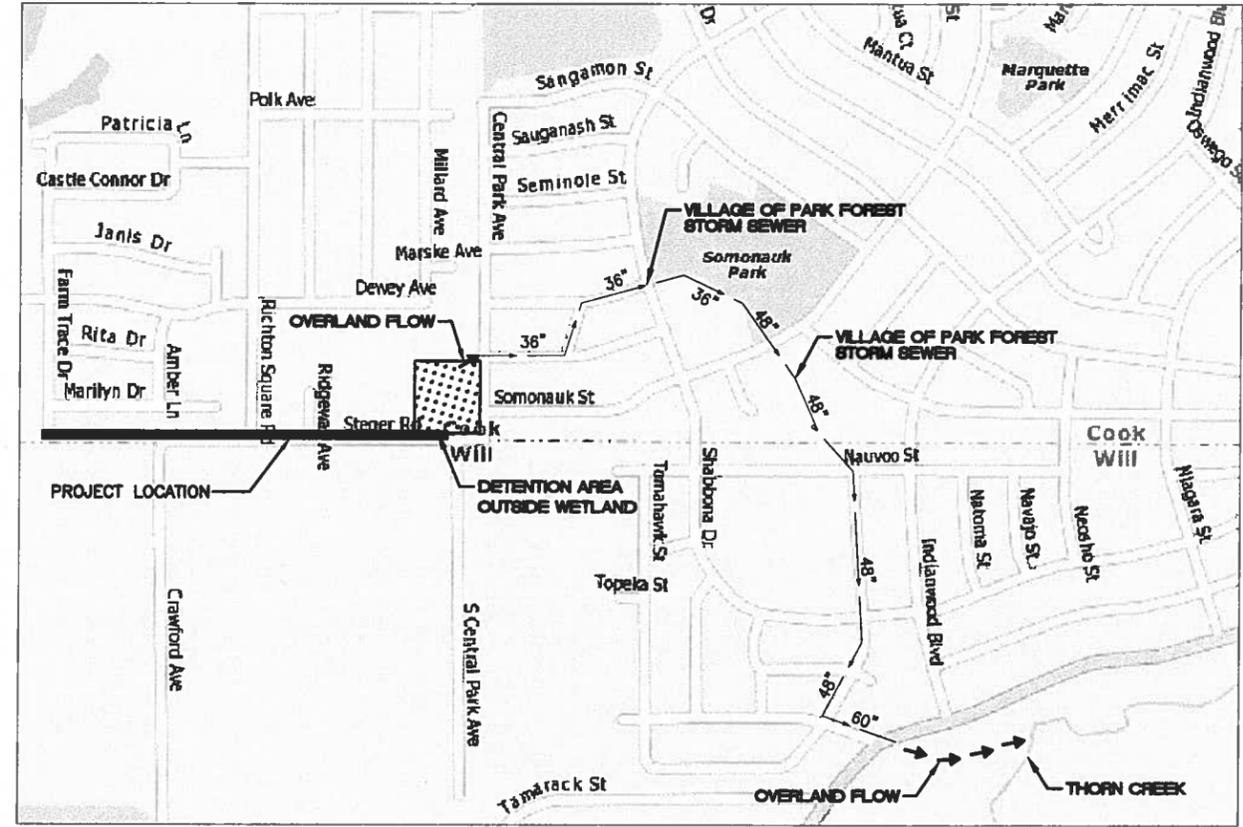
 - Required in all cases.
 - Alternately, if a detail is provided, the general note should make a reference to that detail.

NOTE: The District has approved less common pipe materials on a qualified basis in addition to those above. Please contact the District if considering using pipe not listed above.

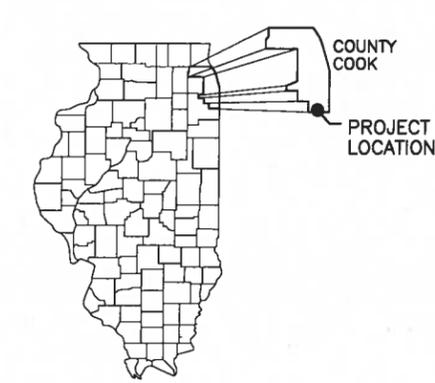
INDEX OF SHEETS

- 1 COVER
- 2 GENERAL NOTES
- 3-7 PLAN AND PROFILE
- 8 CROSS SECTIONS
- 9-10 EROSION CONTROL PLAN
- 11-15 STANDARD DETAILS
- 16 DETENTION POND

THE VILLAGE OF PARK FOREST SHALL BE NOTIFIED 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION OPERATIONS.



LOCATION MAP
SCALE: NONE



STATE LOCATION MAP

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123

GENERAL

1. THE CONTRACTOR SHALL NOTIFY ALL LOCAL UTILITY COMPANIES INCLUDING:

"JULIE"
COMMONWEALTH EDISON COMPANY
AMERITECH
KINDER MORGAN
AT&T CABLE SERVICES
NICOR
VILLAGE OF RICHTON PARK
VILLAGE OF PARK FOREST

72 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION. SAID UTILITY COMPANIES WILL ESTABLISH, ON THE GROUND, THE LOCATION OF UNDERGROUND PIPES, MAINS, CONDUITS OR CABLES ADJOINING OR CROSSING PROPOSED CONSTRUCTION.

2. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF RICHTON PARK PUBLIC WORKS DEPARTMENT (708/481-8950) AND THE ENGINEER (262/657-1550) A MINIMUM OF 24 HOURS IN ADVANCE OF PERFORMING ANY WORK. RE-NOTIFICATION SHALL BE REQUIRED IF ANY PHASE OF WORK IS SUSPENDED FOR MORE THAN TWO (2) DAYS. THE CONTRACTOR SHALL ALSO NOTIFY THE VILLAGE OF PARK FOREST PUBLIC WORKS DEPARTMENT (708/503-7702) A MINIMUM OF 48 HOURS IN ADVANCE OF ANY WORK ON OR ADJACENT TO THE 12-INCH WATER MAIN.

3. THE FOLLOWING CODES AND STANDARDS, AS APPLICABLE, SHALL GOVERN CONSTRUCTION UNDER THIS CONTRACT:

- a. STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION AND THE "SUPPLEMENTAL SPECIFICATION AND RECURRING SPECIAL PROVISIONS", LATEST EDITION AND ALL SUBSEQUENT REVISIONS THERETO, HEREIN AFTER REFERRED TO AS THE HIGHWAY SPECIFICATIONS.
- b. STATE OF ILLINOIS, "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION", LATEST EDITION AND ALL SUBSEQUENT REVISIONS THERETO, HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS.
- c. "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS", LATEST EDITION AND ALL SUBSEQUENT REVISIONS THERETO.

4. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", STATE OF ILLINOIS, AND SECTION 107.14 OF THE HIGHWAY STANDARDS. BARRICADES AND OTHER REQUIRED TRAFFIC CONTROL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION, UNLESS OTHERWISE SPECIFIED.

5. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE STATE, FEDERAL, AND LOCAL CODES AND OBTAIN ALL NECESSARY LICENSES AND PERMITS.

6. UTILITIES SHOWN IN THE PLANS ARE FOR THE CONTRACTOR'S CONVENIENCE AND ARE APPROXIMATE ONLY. THE UTILITIES ARE LOCATED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY IN THE FIELD ALL TYPES, SIZES AND LOCATIONS OF EXISTING UTILITIES.

7. CAUTION: THERE MAY BE OVERHEAD AND BURIED POWER LINES WHICH COULD POSSIBLY INTERFERE OR BE A SAFETY HAZARD WITH EQUIPMENT OPERATIONS.

8. ROADWAY ACCESS & THROUGH PASSAGE FOR EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES.

9. ANY LOOSE MATERIAL DEPOSITED IN DITCHES OR GUTTERS SHALL BE REMOVED BEFORE THE END OF EACH WORKING DAY. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL FEATURES DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL STATE, OR BETTER. ALL RESTORATION WORK REQUIRED BEYOND THE SCOPE OF THE PLANS AND SPECIFICATIONS SHALL BE DONE AT THE CONTRACTOR'S EXPENSE UNLESS WORK WAS DONE AT THE DIRECTION OF THE ENGINEER AND COMPENSATION WAS AGREED UPON PRIOR TO EXECUTION OF WORK.

11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL NECESSARY PAVEMENT OPENINGS AND CONSTRUCTION DEBRIS LEFT IN THE PUBLIC RIGHT-OF-WAY WITH LIGHTED DEVICES. THE CONTRACTOR SHALL MAINTAIN HIGH VISIBILITY OF ALL TEMPORARY HAZARDS TO PEDESTRIANS AND MOTORISTS. REMOVAL OF ANY SUCH TEMPORARY HAZARDS SHALL BE DONE AS SOON AS POSSIBLE.

12. UTILITY SERVICES TO RESIDENTS OR BUSINESSES WHICH ARE INTERRUPTED BY CONSTRUCTION SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR SO THAT NO SERVICE IS INTERRUPTED FOR MORE THAN FOUR (4) HOURS. IF TEMPORARY SERVICE IS REQUIRED, THE EXPENSE FOR SAME SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL STREETS USED BY THE CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS CLEAN AND FREE OF ALL DIRT, MUD, AND OTHER CONSTRUCTION DEBRIS, AND WILL BE REQUIRED TO CLEAN THEM AS IS NECESSARY IN ORDER TO MAINTAIN THEM IN A SAFE, DRIVABLE CONDITION. ALL STREETS SHALL BE THOROUGHLY CLEANED AT THE END OF EACH WORKDAY. THE CONTRACTOR SHALL BE ESPECIALLY RESPONSIVE TO REQUESTS FROM THE ENGINEER, ENGINEER'S REPRESENTATIVE, DIRECTOR OF PUBLIC WORKS, POLICE AND FIRE DEPARTMENTS, OR ANY OFFICIAL OF THE OWNER TO PRACTICE GOOD HOUSEKEEPING THROUGHOUT THE DURATION OF THIS PROJECT. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION, UNLESS OTHERWISE SPECIFIED.

14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING THE PROJECT.

15. IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER, IN WRITING, AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.

GENERAL (CONT.)

- 16. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HERON BEFORE BEGINNING CONSTRUCTION.
- 18. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 19. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE PROJECT LIMITS DUE TO CONSTRUCTION OPERATIONS. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
- 20. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED OF AT THE OFF-SITE LOCATIONS PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSES.

DEMOLITION

- 1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLAN OR NOT.
- 2. THE CONTRACTOR SHALL COORDINATE WORK TO ENSURE ACCESS TO ADJACENT PROPERTIES AT ALL TIMES.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE PROJECT LIMITS DUE TO CONSTRUCTION OPERATIONS. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
- 4. ALL PAVEMENT, CURB AND GUTTER, SIDEWALK AND BIKE PATH REMOVALS SHALL BE MADE BY MEANS OF A STRAIGHT SAW CUT JOINT. THE COST OF THE SAW CUT SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE UNIT COST OF THE REMOVAL.

STORM SEWER

- 1. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS, SIZES AND APPLICABLE INVERTS OF EXISTING UTILITIES FOR PROPOSED CONNECTIONS PRIOR TO CONSTRUCTION.
- 2. ALL STORM STRUCTURES SHALL BE CLEANED OF ANY ACCUMULATION OF SILT, DEBRIS, OR FOREIGN MATTER OF ANY KIND, AND SHALL BE FREE FROM SUCH ACCUMULATIONS PRIOR TO FINAL ACCEPTANCE. CLEANING MAY ALSO BE REQUIRED DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT IF IT IS DETERMINED THAT THE SILT AND DEBRIS TRAPS ARE NOT FUNCTIONING PROPERLY.
- 3. STRUCTURES FOR STORM SEWERS SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS, WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES; THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
- 4. IF THERE IS AN INTERNAL DROP IN THE STRUCTURE THERE MUST BE A SMOOTH TRANSITION FROM THE PIPE TO THE INVERT (I.E. CHANNEL THE FLOW FROM THE PIPE TO THE MANHOLE INVERT).
- 5. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH THE APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER" AND "VILLAGE OF RICHTON PARK".
- 6. ALL FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULTS COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET THE FINAL FINISHED GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.
- 8. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.
- 9. THE COST OF MAKING STORM SEWER CONNECTIONS TO EXISTING OR PROPOSED SEWER SHALL BE INCIDENTAL TO THE COST OF THE STORM SEWER BEING CONNECTED.

GRADING

- 1. THE CONTRACTOR SHALL MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION, AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
- 2. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADE ELEVATIONS. FINAL GRADING SHALL BE WITHIN 0.1' OF GRADE INDICATED ON THE PLANS.
- 3. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.
- 4. UPON COMPLETION OF THE SURFACE IMPROVEMENTS, THE CONTRACTOR SHALL RESTORE ALL OPEN SPACE, PARKWAY, LANDSCAPE AREAS AND OTHER NONSTRUCTURAL AREAS DISTURBED BY THE CONSTRUCTION OPERATIONS. RESTORATION SHALL CONFORM TO SECTION 252 OF THE "STANDARD SPECIFICATIONS."
- 5. INSTALL SILT CONTROL MEASURES BEFORE BEGINNING SITE WORK, THESE MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- 6. INSTALL ALL APPROPRIATE TREE PROTECTION MEASURES PRIOR TO GRADING.

STANDARD SYMBOLS			
EXISTING SYMBOLS		PROPOSED SYMBOLS	
	EXISTING STORM STRUCTURE		PROPOSED STORM STRUCTURE
	EXISTING FLARED END SECTION		PROPOSED FLARED END SECTION
	EXISTING DITCH LINE		PROPOSED SWALE CENTER LINE
	EXISTING STORM SEWER		PROPOSED STORM SEWER
	EXISTING MINOR CONTOUR		PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR		PROPOSED MAJOR CONTOUR
	EXISTING SPOT ELEVATION		PROPOSED SPOT ELEVATION
	EXISTING TREE		REMOVE AND REPLACE EXISTING TREE
	EXISTING TREE LINE		PROJECT LIMITS
	EXISTING FENCE		SILT FENCE
	EXISTING GUARD RAIL		
	EXISTING ELECTRIC STRUCTURE		
	EXISTING TELEPHONE BOX		
	EXISTING POWER POLE		
	EXISTING GUY WIRE		
	EXISTING SIGN		
	EXISTING WATER VALVE VAULT		
	EXISTING FIRE HYDRANT		



118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204

PROJECT TITLE
**VILLAGE OF RICHTON PARK
 FARM TRACE BYPASS STORM
 SEWER & DETENTION BASIN**
 COOK COUNTY, IL.

DESIGNED BY: SRU
 DRAWN BY: TGS
 CHECKED BY: CRG
 DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

12-21-12 FOR BID
 11-28-12 REVIEW COMMENTS
 11-20-12 REVIEW COMMENTS
 6/08/12 DETENTION LOCATION
 7/14/10 PARK FOREST COMMENTS
 4/29/10 P.F. WATER MAIN
 8/27/09 MWRD COMMENTS
 DATE REVISION

DRAWING TITLE
**GENERAL NOTES,
 & TYPICALS**

PROJECT No.
R0130143

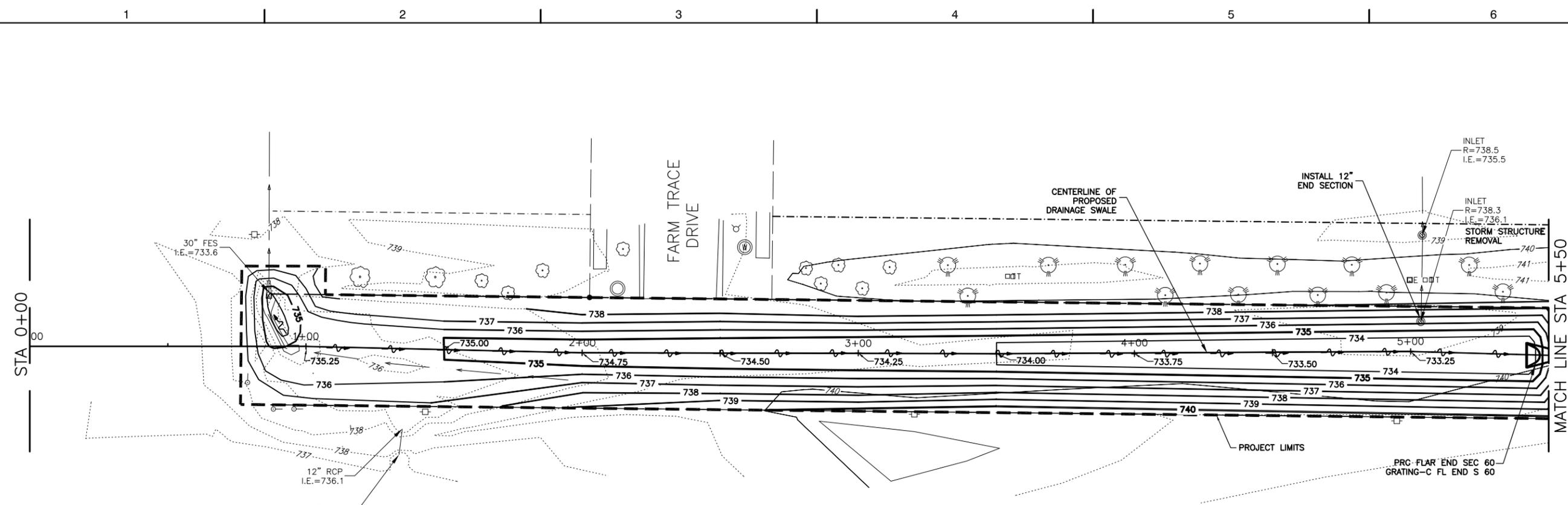
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2

SHEET 2 OF 16 SHEETS



Know what's below.
Call before you dig.

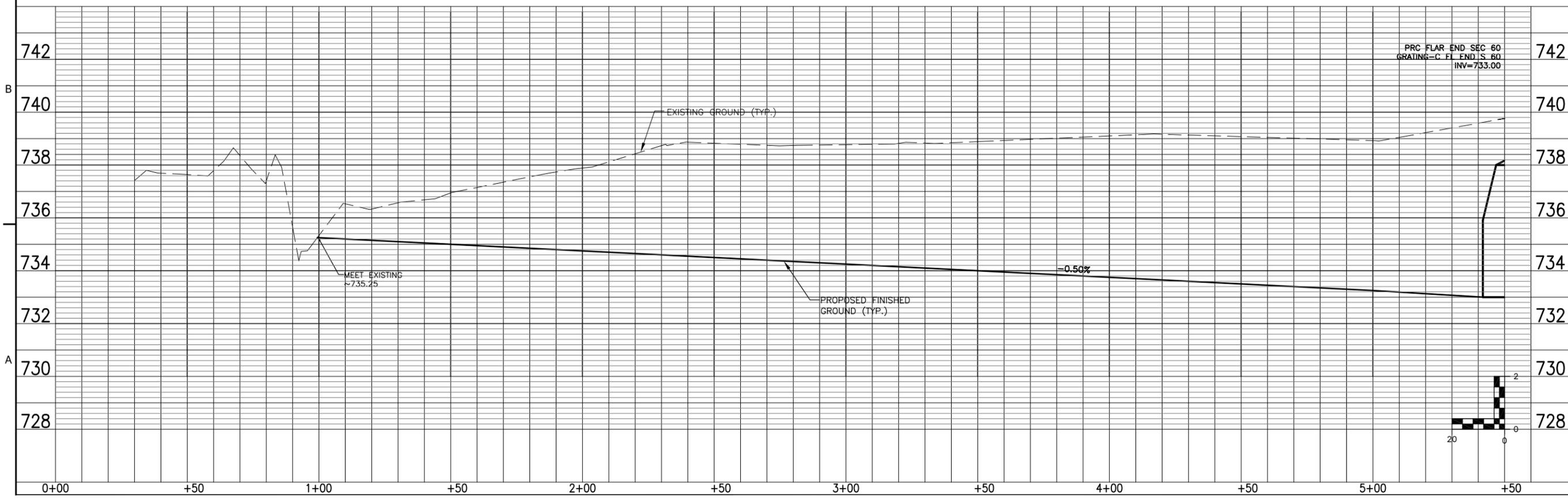
WITH THE FOLLOWING:
 COUNTY _____ COOK
 TOWNSHIP NAME OR NO. T 35N, R 13E
 SECTION NO. 35
**48 HOURS BEFORE YOU
 EXCAVATE**



DEMOLITION NOTES:

- = TO BE REMOVED
- = TREE REMOVAL
- = CLASS D PATCHES, TYPE IV, 4 INCH

PROJECT TITLE
**VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

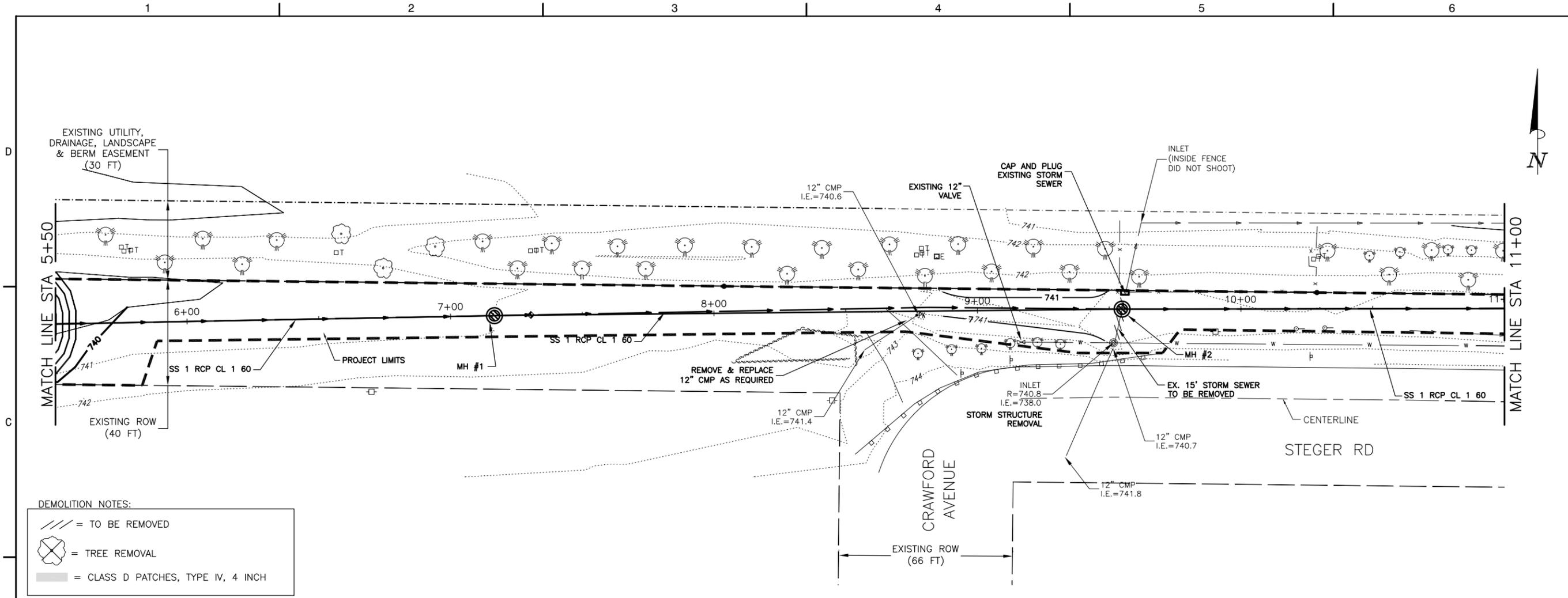


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DRAWN BY: CTM
CHECKED BY: CRG
DATE CHECKED: 7/20/09

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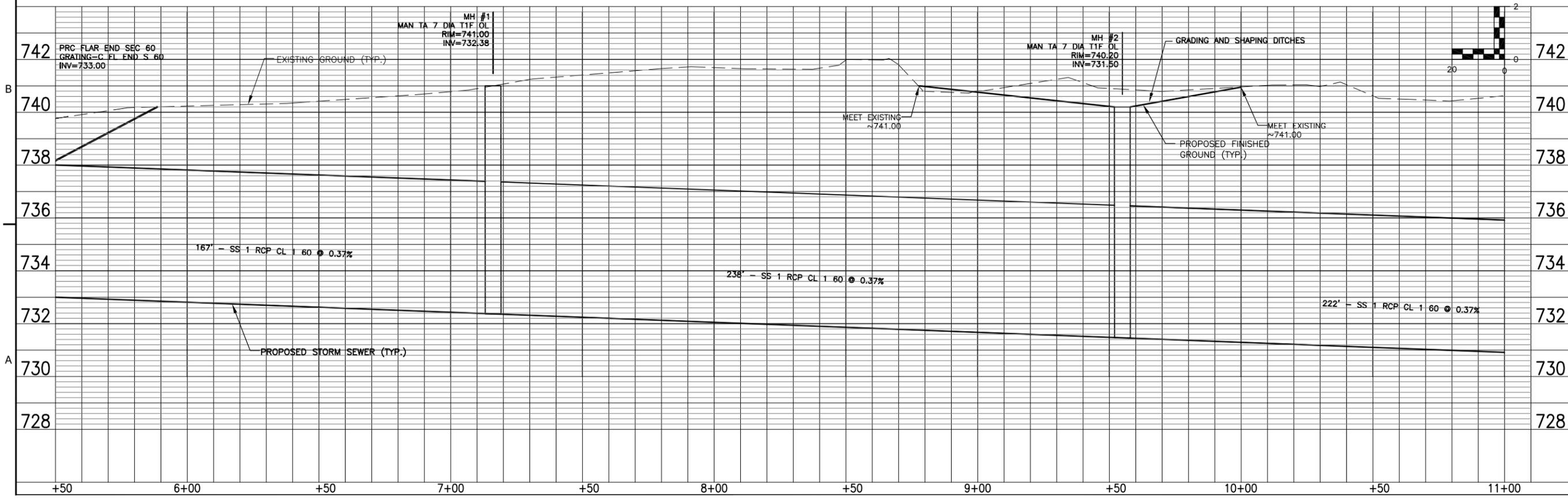
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11-28-12	REVIEW COMMENTS
11-20-12	REVIEW COMMENTS
6/08/12	DETENTION LOCATION
7/14/10	PARK FOREST COMMENTS
4/29/10	P.F. WATER MAIN
8/27/09	MWRD COMMENTS
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DRAWING TITLE
PLAN & PROFILE



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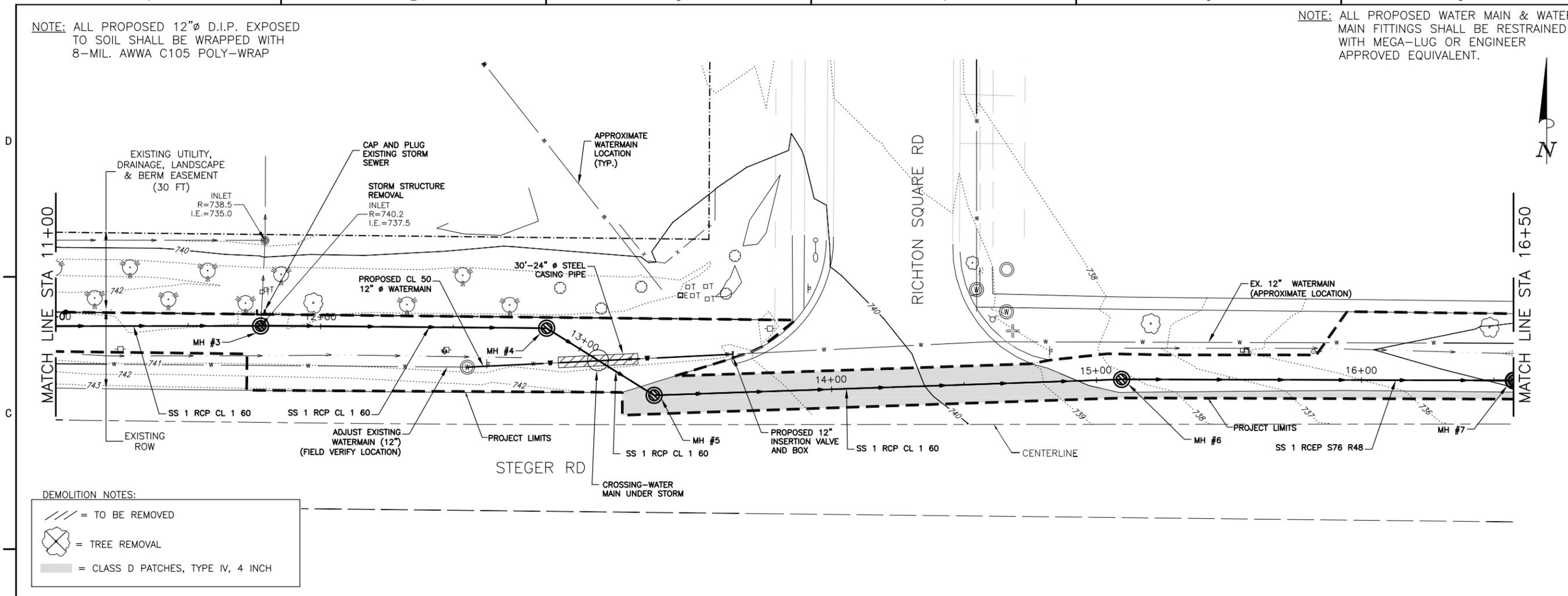
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PLAN & PROFILE

PROJECT No.
R0130143
 DRAWING No.
4
 SHEET 4 OF 16 SHEETS

NOTE: ALL PROPOSED 12"Ø D.I.P. EXPOSED TO SOIL SHALL BE WRAPPED WITH 8-MIL. AWWA C105 POLY-WRAP

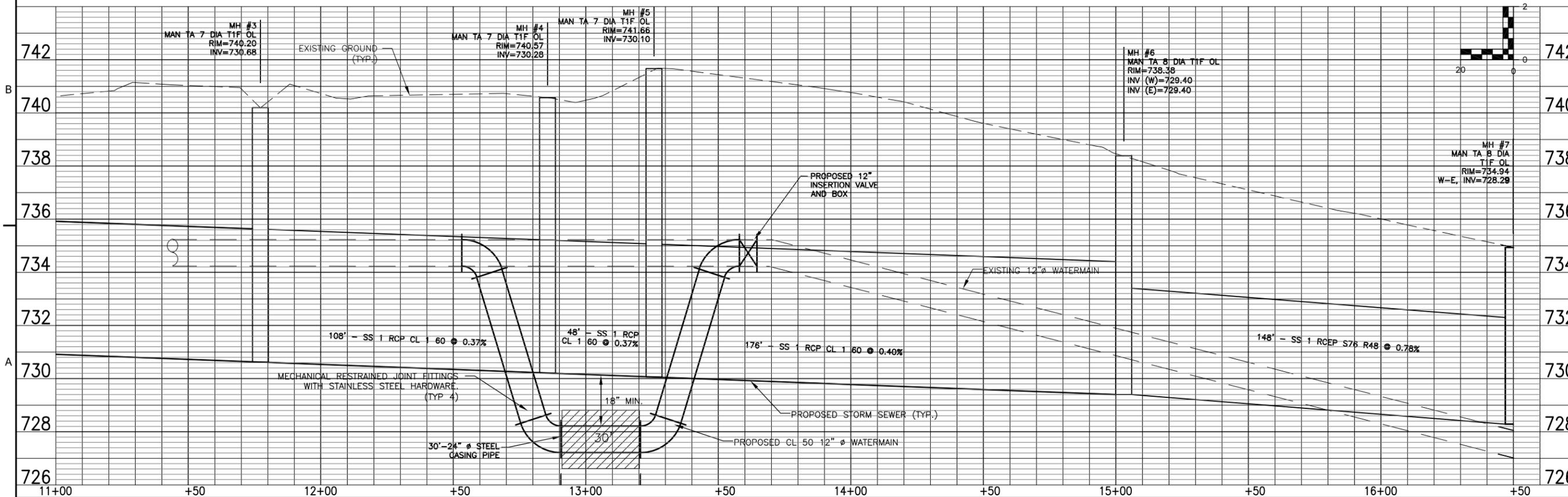
NOTE: ALL PROPOSED WATER MAIN & WATER MAIN FITTINGS SHALL BE RESTRAINED WITH MEGA-LUG OR ENGINEER APPROVED EQUIVALENT.

Clark Dietz
ENGINEERS
DESIGN FIRM REGISTRATION No. 184-000450
118 SOUTH CLINTON STREET SUITE 600 CHICAGO, IL 60661
PHONE : 312.648.9900 FAX : 312.648.0204



DEMOLITION NOTES:

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- = TREE REMOVAL
- = CLASS D PATCHES, TYPE IV, 4 INCH



PROJECT TITLE
VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM SEWER & DETENTION BASIN
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: CTM
CHECKED BY: CRG
DATE CHECKED: 7/20/09

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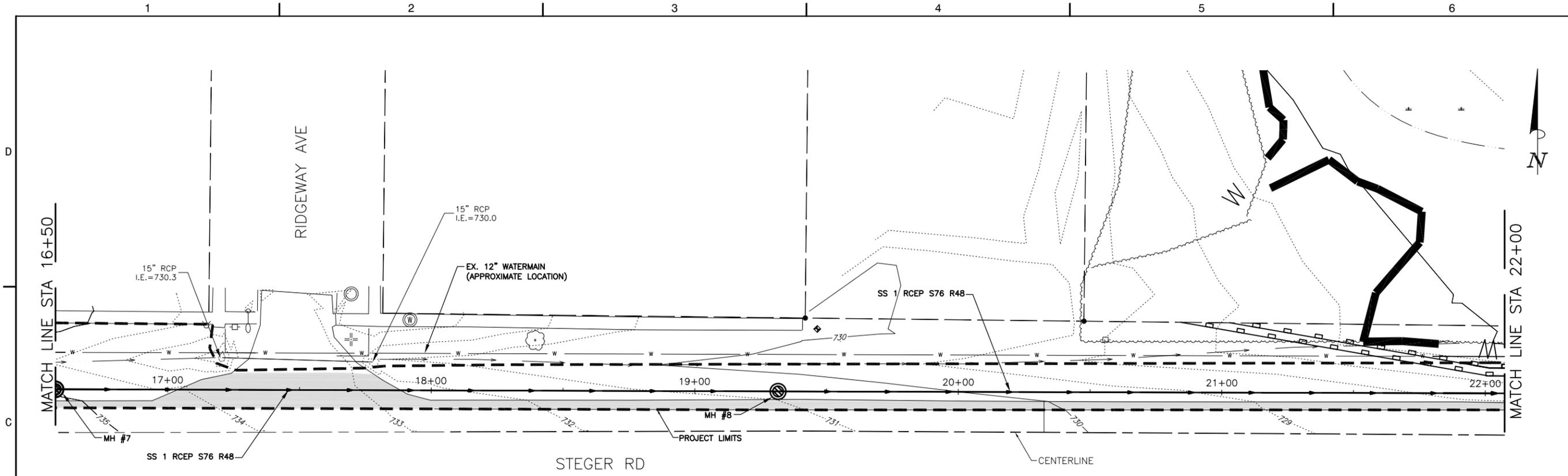
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8/27/09	MWRD COMMENTS

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PLAN & PROFILE

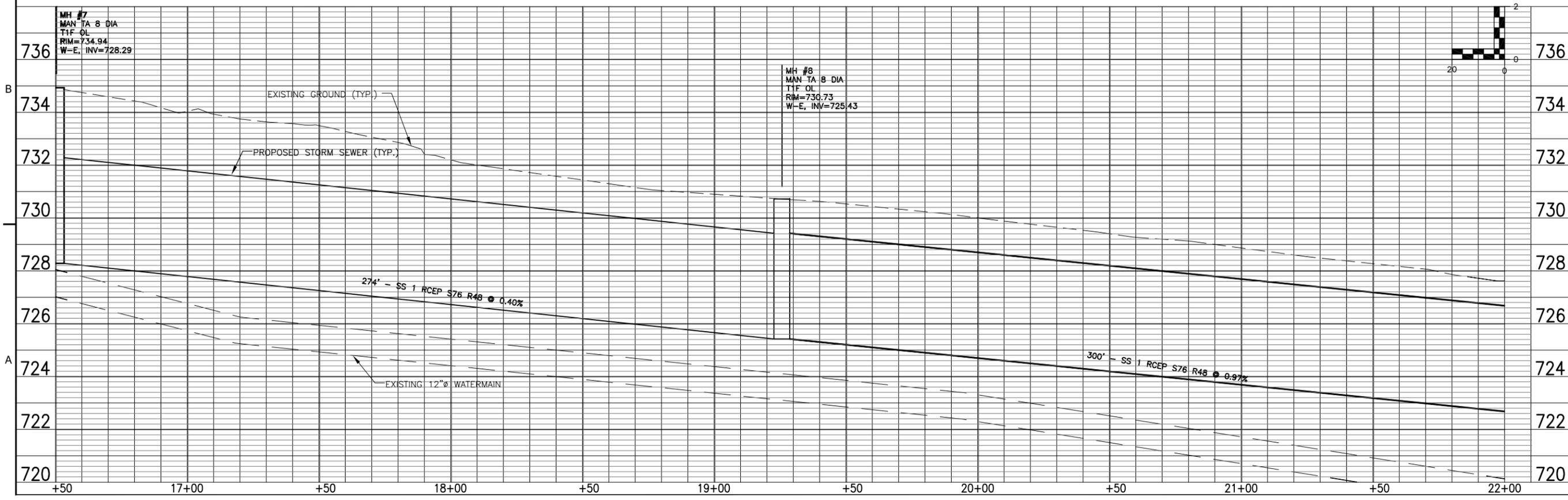
PROJECT No.
R0130143

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SHEET 5 OF 16 SHEETS



DEMOLITION NOTES:
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 ⊗ = TREE REMOVAL
 █ = CLASS D PATCHES, TYPE IV, 4 INCH

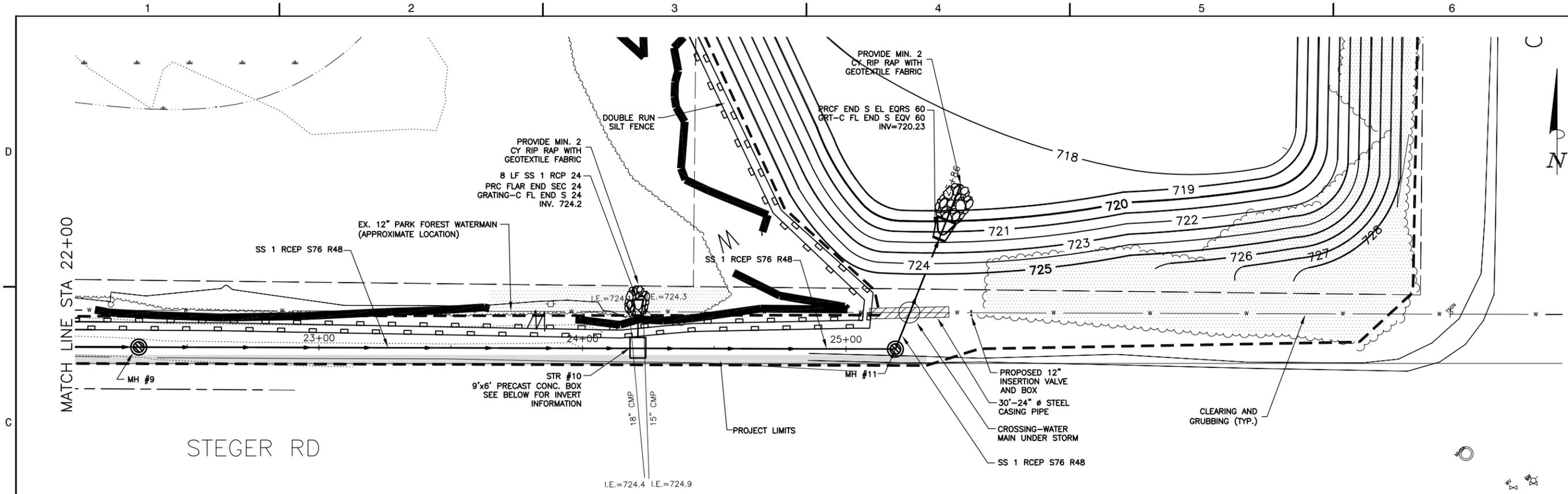


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 CHECKED BY: CRG
 DATE CHECKED: 7/20/09

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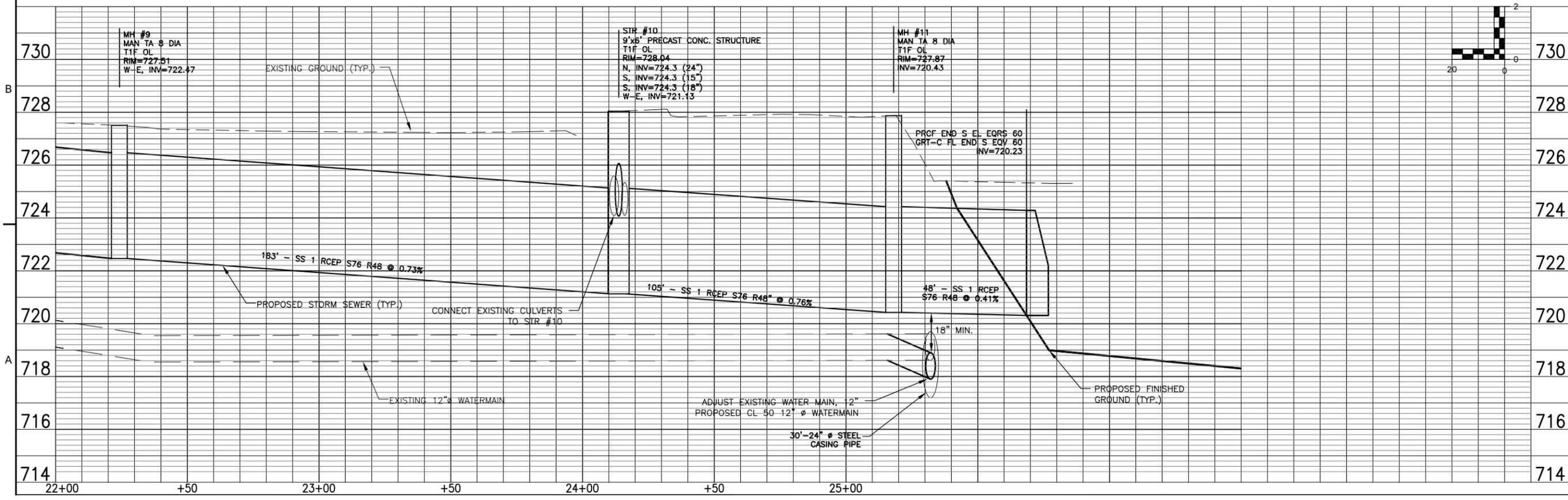
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PLAN & PROFILE



Clark Dietz
ENGINEERS
DESIGN FIRM REGISTRATION
No. 184-000450
118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204

PROJECT TITLE
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FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

DEMOLITION NOTES:
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 = TREE REMOVAL
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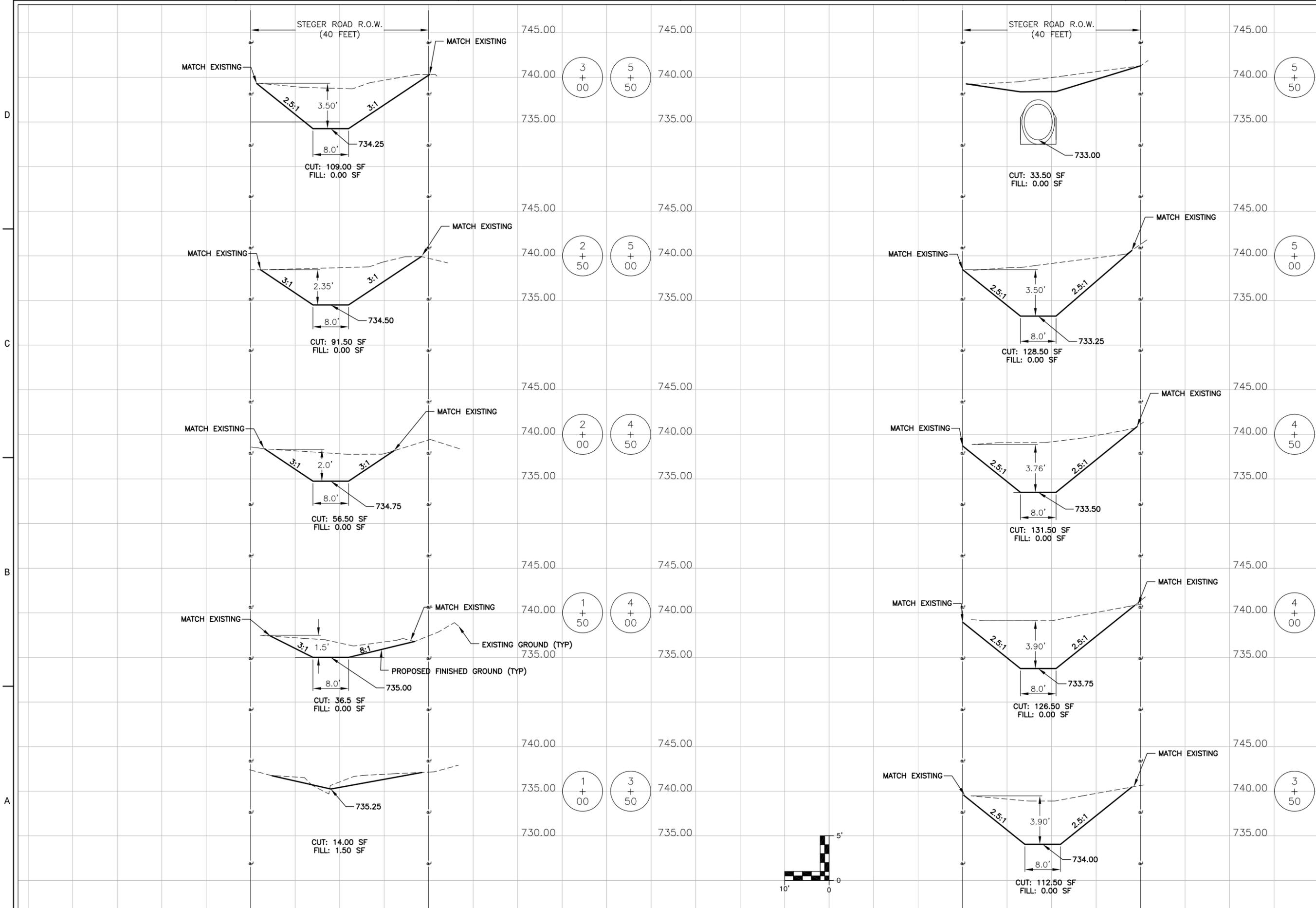


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DRAWING TITLE
PLAN & PROFILE

PROJECT No.
R0130143
 DRAWING No.
7
 SHEET 7 OF 16 SHEETS



118 SOUTH CLINTON STREET
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CHICAGO, IL 60661
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VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN
COOK COUNTY, IL.

DESIGNED BY: SRU
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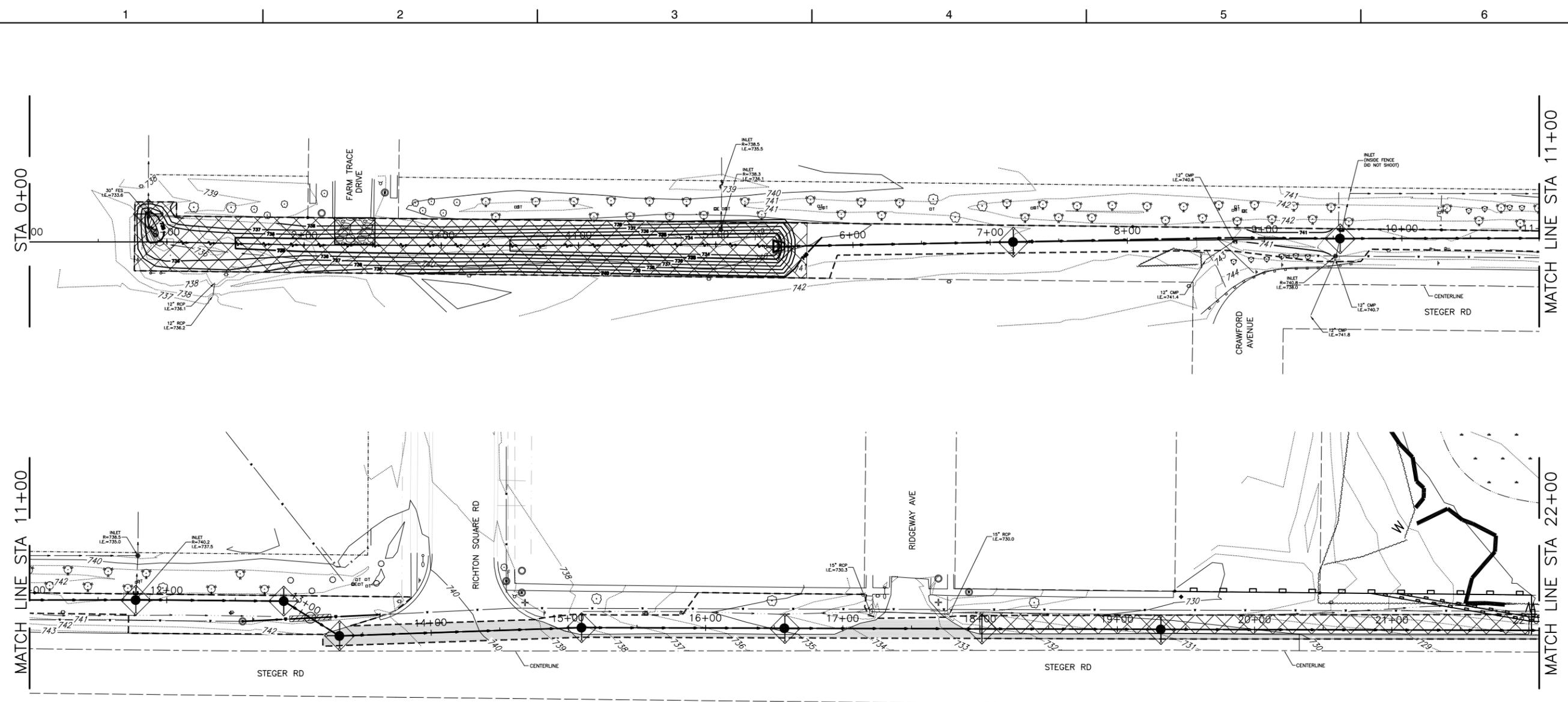
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8/27/09 MWBD COMMENTS
DATE REVISION

CROSS SECTION

PROJECT No.
R0130143

DRAWING No.
8



SEDIMENTATION AND EROSION CONTROL NOTES

A. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES.

B. SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.

C. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 14 CALENDAR DAYS OF THE END OF ACTIVE HYDROLOGIC DISTURBANCE, OR REDISTURBANCE.

D. AREAS OR EMBANKMENTS HAVING SLOPES GREATER THAN OR EQUAL TO 3H:1V, AND APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE STABILIZED WITH SOD, MAT OR BLANKET IN COMBINATION WITH SEEDING.

E. EROSION CONTROL BLANKET SHALL BE REQUIRED ON ALL INTERIOR DETENTION BASIN.

F. ALL STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED, BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.

G. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

H. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.

I. A STABILIZED MAT OF AGGREGATE UNDERLAIN WITH FILTER CLOTH (OR OTHER APPROPRIATE MEASURE) SHALL BE LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA. ANY SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

SEDIMENTATION AND EROSION CONTROL NOTES (CONT.)

J. SOIL STOCKPILES SHALL NOT BE LOCATED IN A FLOOD PRONE AREA OR A DESIGNATED BUFFER PROTECTING WATERS OF THE UNITED STATES.

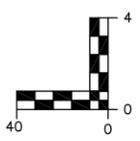
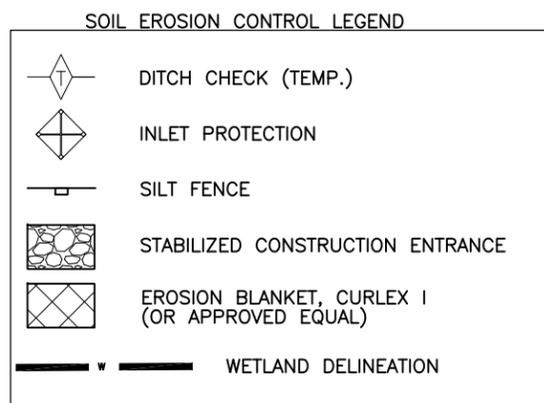
K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G. SEDIMENT TRAP, SEDIMENT BASIN, OR OTHER APPROPRIATE MEASURE).

L. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER OR GOVERNING AGENCY.

CONSTRUCTION SEQUENCING

- INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
 - SELECTIVE VEGETATION REMOVAL FOR SILT FENCE INSTALLATION
 - SILT FENCE INSTALLATION
 - CONSTRUCTION FENCING AROUND AREAS NOT TO BE DISTURBED
 - STABILIZED CONSTRUCTION ENTRANCE
- TREE REMOVAL WHERE NECESSARY (CLEAR & GRUB)
- CONSTRUCT SEDIMENT TRAPPING DEVICES (SEDIMENT TRAPS, BASINS...)
- STRIP TOPSOIL, STOCKPILE TOPSOIL AND GRADE SITE
- TEMPORARILY STABILIZE TOPSOIL STOCKPILES (SEED AND SILT FENCE AROUND TOE OF SLOPE)
- INSTALL STORM SEWER, SANITARY SEWER, WATER AND ASSOCIATED INLET & OUTLET PROTECTION
- INSTALL TOPSOIL AND FILTER FABRIC
- ADJUST STORM STRUCTURES
- PERMANENTLY STABILIZE ALL DISTURBED AREAS
- REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION

* SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY TWO WEEKS AND AFTER EVERY 1" OR GREATER RAINFALL EVENT





Clark Dietz
ENGINEERS
DESIGN FIRM REGISTRATION
No. 184-000450
118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204



PROJECT TITLE
**VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: CTM
CHECKED BY: CRG
DATE CHECKED: 7/20/09
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

12-21-12	FOR BID
11-28-12	REVIEW COMMENTS
11-20-12	REVIEW COMMENTS
6/08/12	DETENTION LOCATION
7/14/10	PARK FOREST COMMENTS
4/29/10	P.F. WATER MAIN
8/27/09	MWRD COMMENTS
DATE	REVISION

SEDIMENTATION AND EROSION CONTROL NOTES

- A. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES.
- B. SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- C. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 14 CALENDAR DAYS OF THE END OF ACTIVE HYDROLOGIC DISTURBANCE, OR REDISTURBANCE.
- D. AREAS OR ENBANKMENTS HAVING SLOPES GREATER THAN OR EQUAL TO 3H:1V, AND APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE STABILIZED WITH SOD, MAT OR BLANKET IN COMBINATION WITH SEEDING.
- E. EROSION CONTROL BLANKET SHALL BE REQUIRED ON ALL INTERIOR DETENTION BASIN.
- F. ALL STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED, BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
- G. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- H. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.
- I. A STABILIZED MAT OF AGGREGATE UNDERLAIN WITH FILTER CLOTH (OR OTHER APPROPRIATE MEASURE) SHALL BE LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA. ANY SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

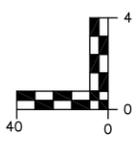
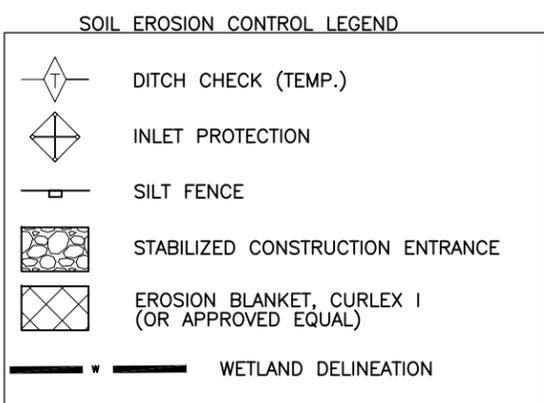
SEDIMENTATION AND EROSION CONTROL NOTES (CONT.)

- J. SOIL STOCKPILES SHALL NOT BE LOCATED IN A FLOOD PRONE AREA OR A DESIGNATED BUFFER PROTECTING WATERS OF THE UNITED STATES.
- K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G. SEDIMENT TRAP, SEDIMENT BASIN, OR OTHER APPROPRIATE MEASURE).
- L. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER OR GOVERNING AGENCY.

CONSTRUCTION SEQUENCING

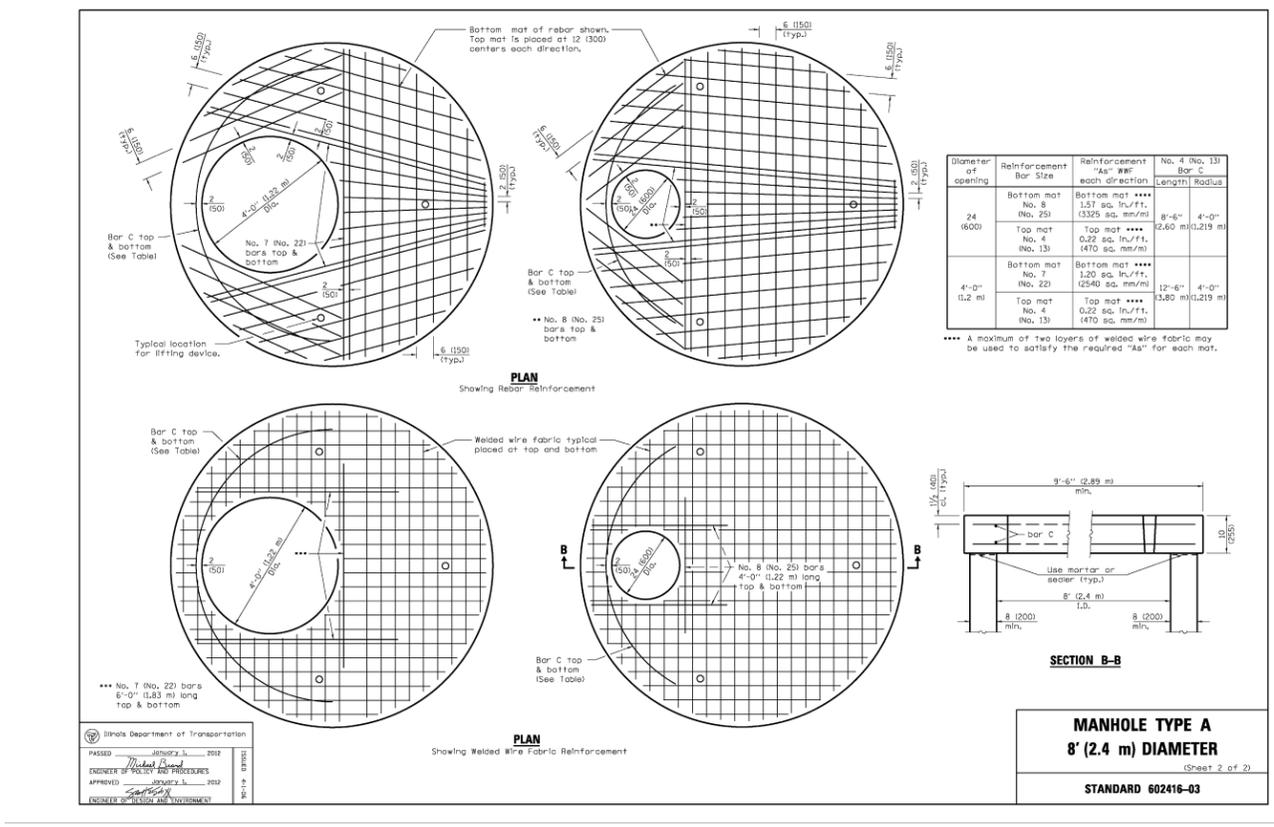
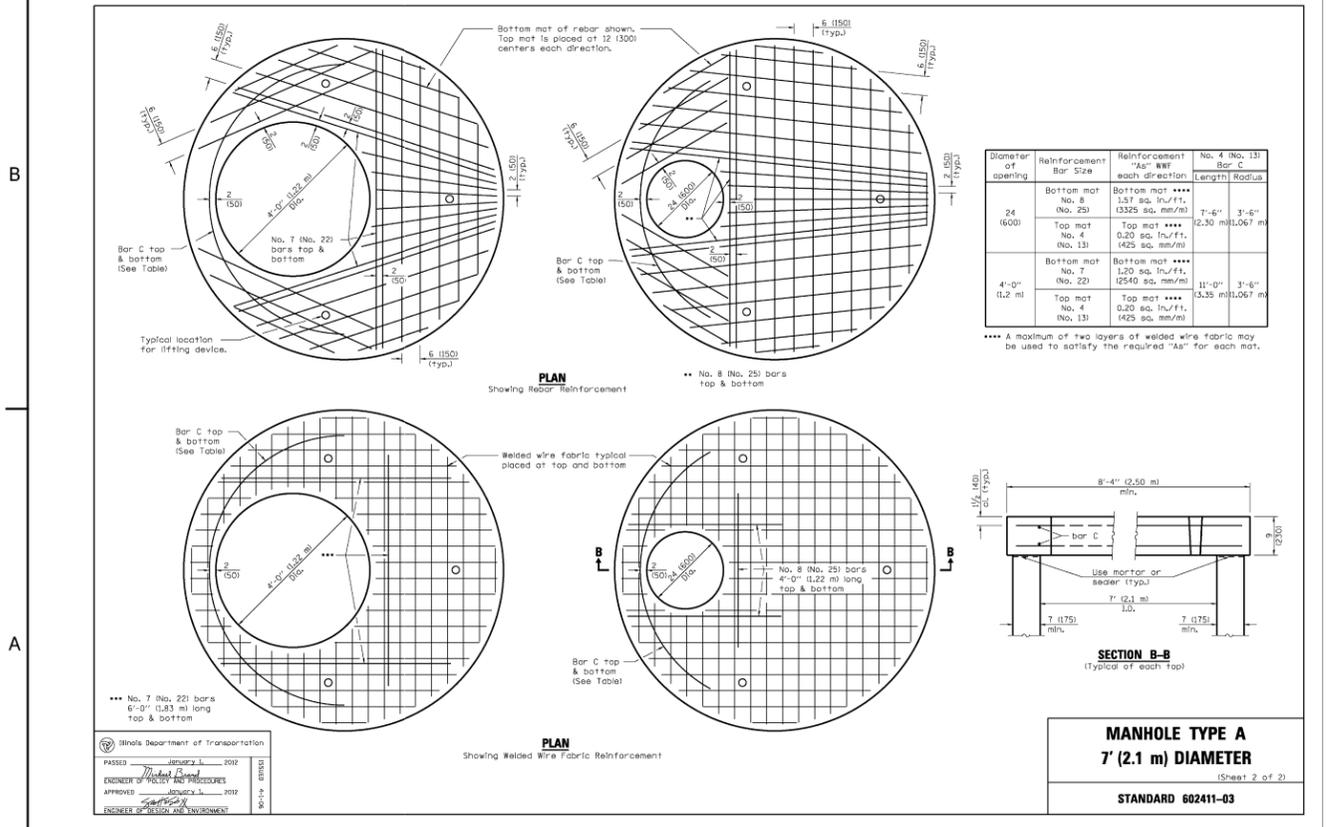
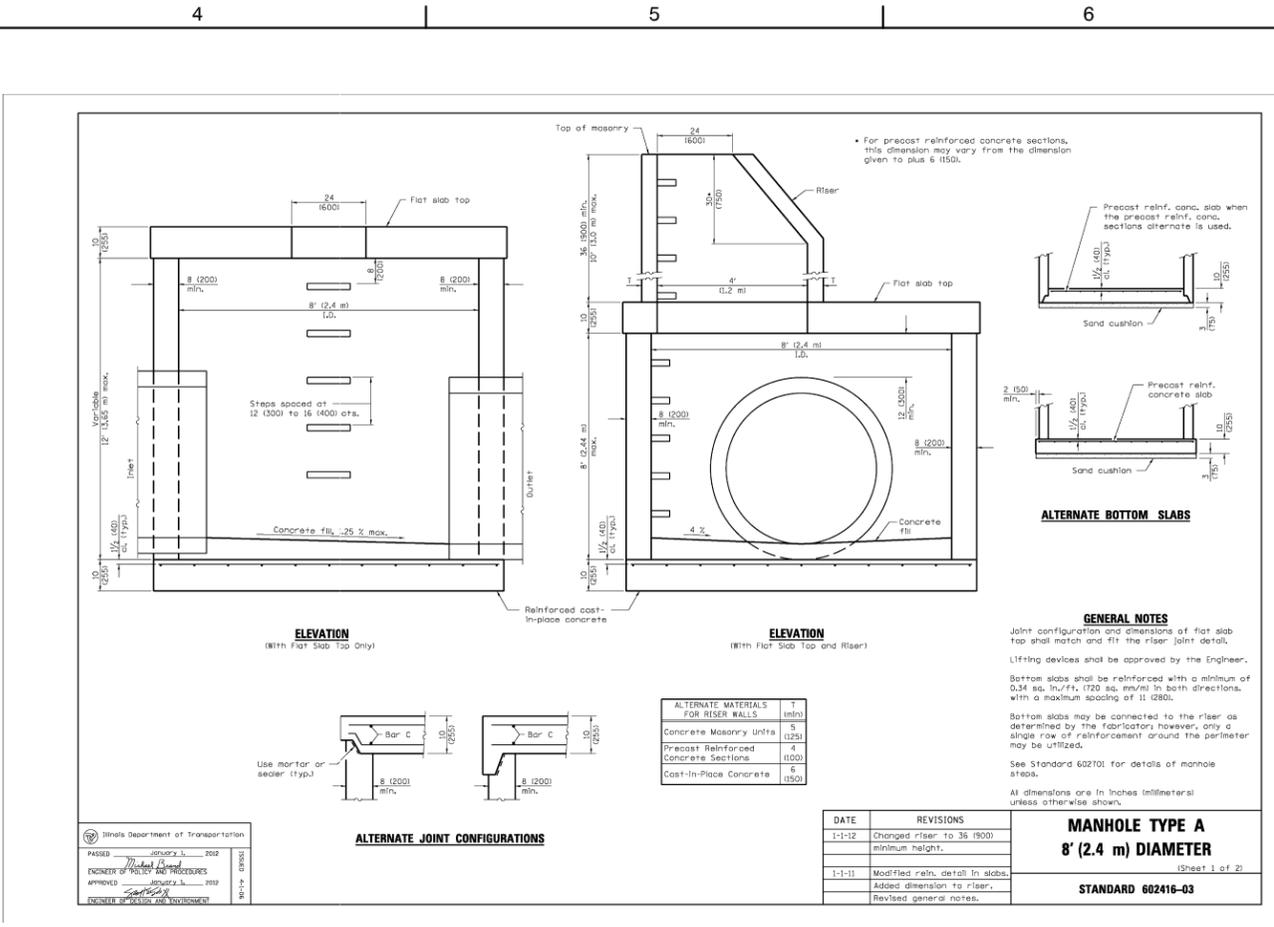
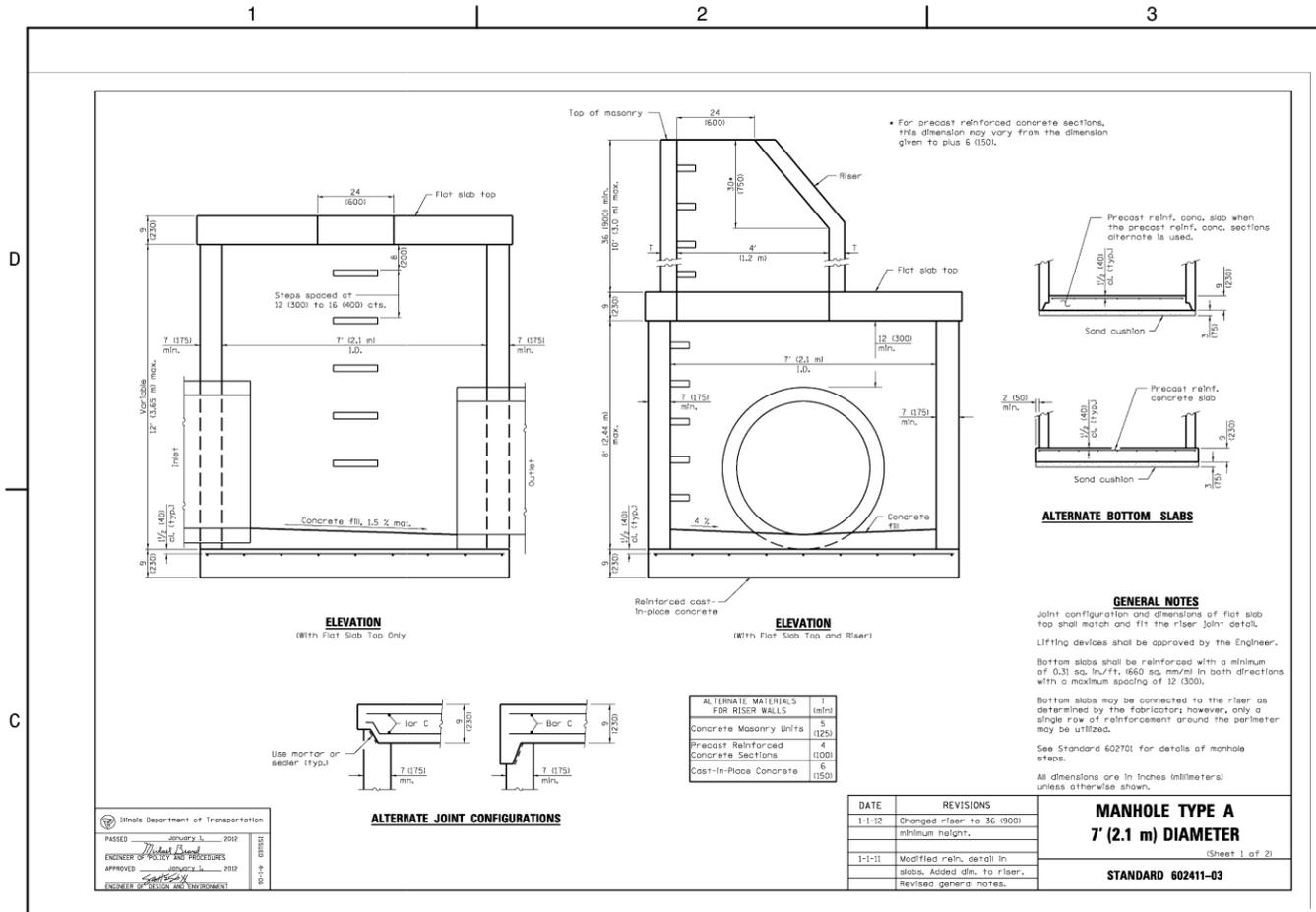
1. INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
 - A.) SELECTIVE VEGETATION REMOVAL FOR SILT FENCE INSTALLATION
 - B.) SILT FENCE INSTALLATION
 - C.) CONSTRUCTION FENCING AROUND AREAS NOT TO BE DISTURBED
 - D.) STABILIZED CONSTRUCTION ENTRANCE
2. TREE REMOVAL WHERE NECESSARY (CLEAR & GRUB)
3. CONSTRUCT SEDIMENT TRAPPING DEVICES (SEDIMENT TRAPS, BASINS...)
4. STRIP TOPSOIL, STOCKPILE TOPSOIL AND GRADE SITE
5. TEMPORARILY STABILIZE TOPSOIL STOCKPILES (SEED AND SILT FENCE AROUND TOE OF SLOPE)
6. INSTALL STORM SEWER, SANITARY SEWER, WATER AND ASSOCIATED INLET & OUTLET PROTECTION
7. INSTALL TOPSOIL AND FILTER FABRIC
8. ADJUST STORM STRUCTURES
9. PERMANENTLY STABILIZE ALL DISTURBED AREAS
10. REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION

* SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY TWO WEEKS AND AFTER EVERY 1" OR GREATER RAINFALL EVENT



DRAWING TITLE
SWPPP

PROJECT No.
R0130143
DRAWING No.
10
SHEET 10 OF 16 SHEETS



118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204

PROJECT TITLE
**VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: TGS
CHECKED BY: CRG
DATE CHECKED: 10/18/12

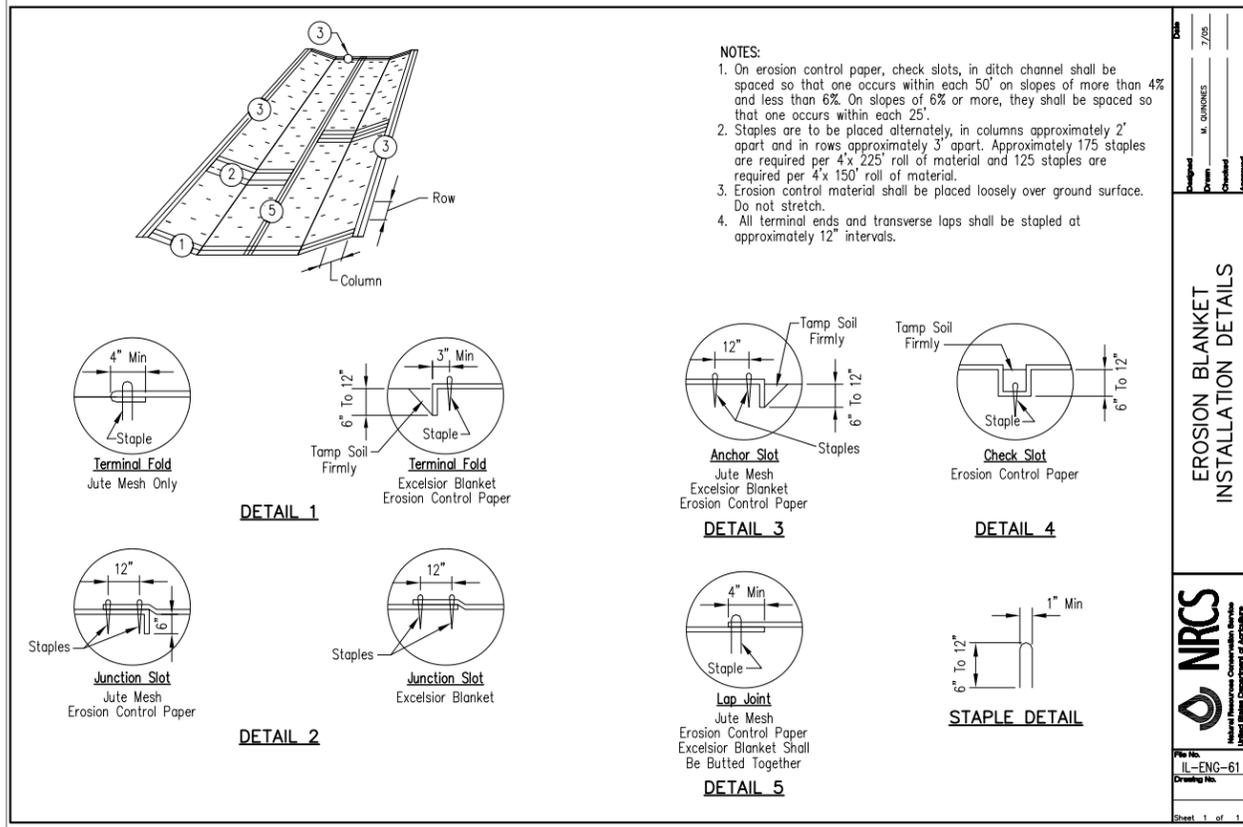
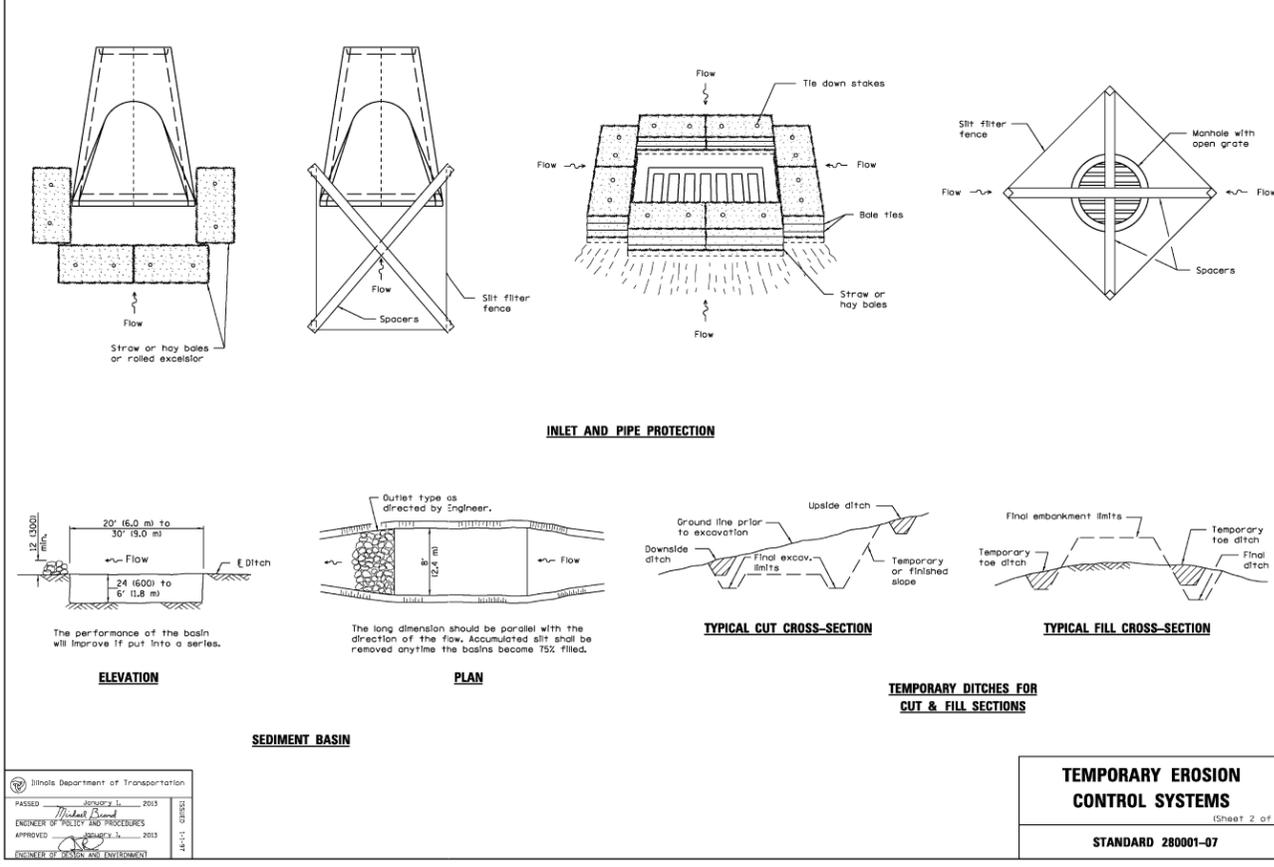
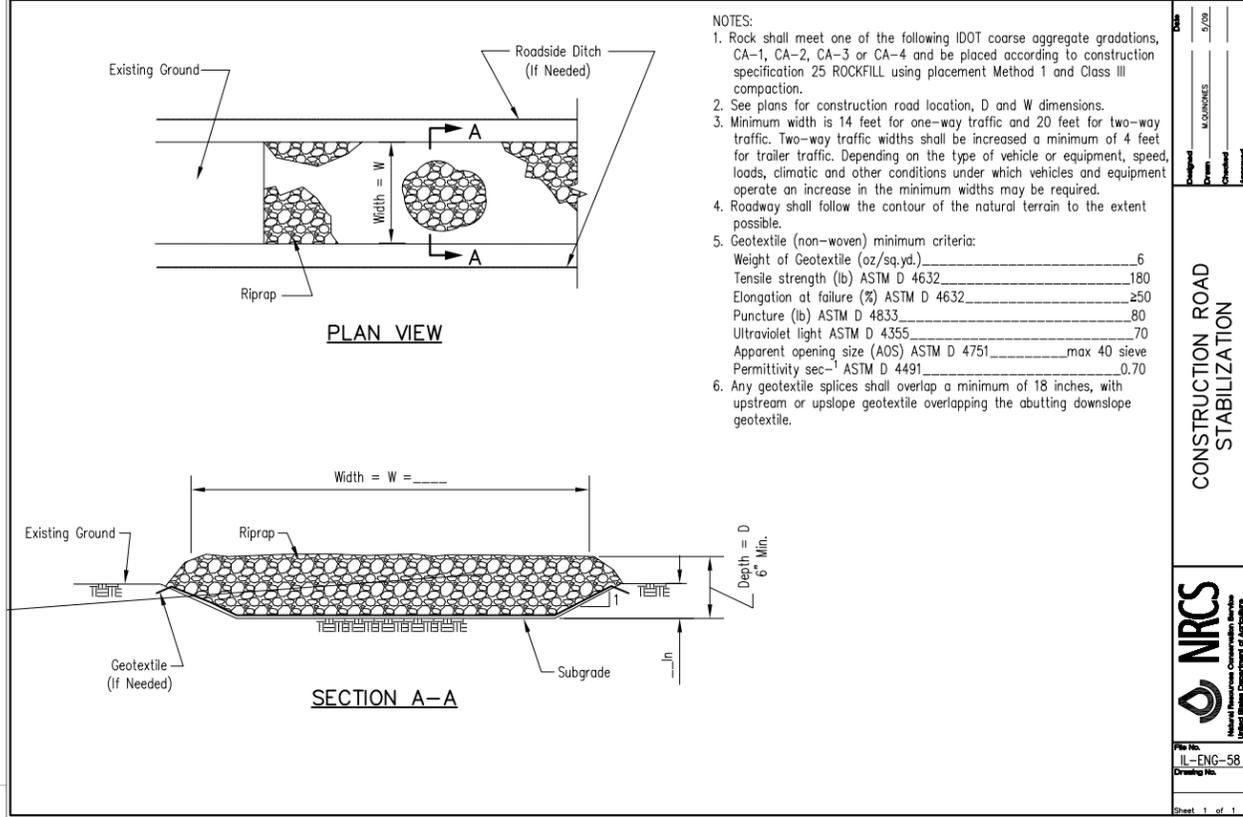
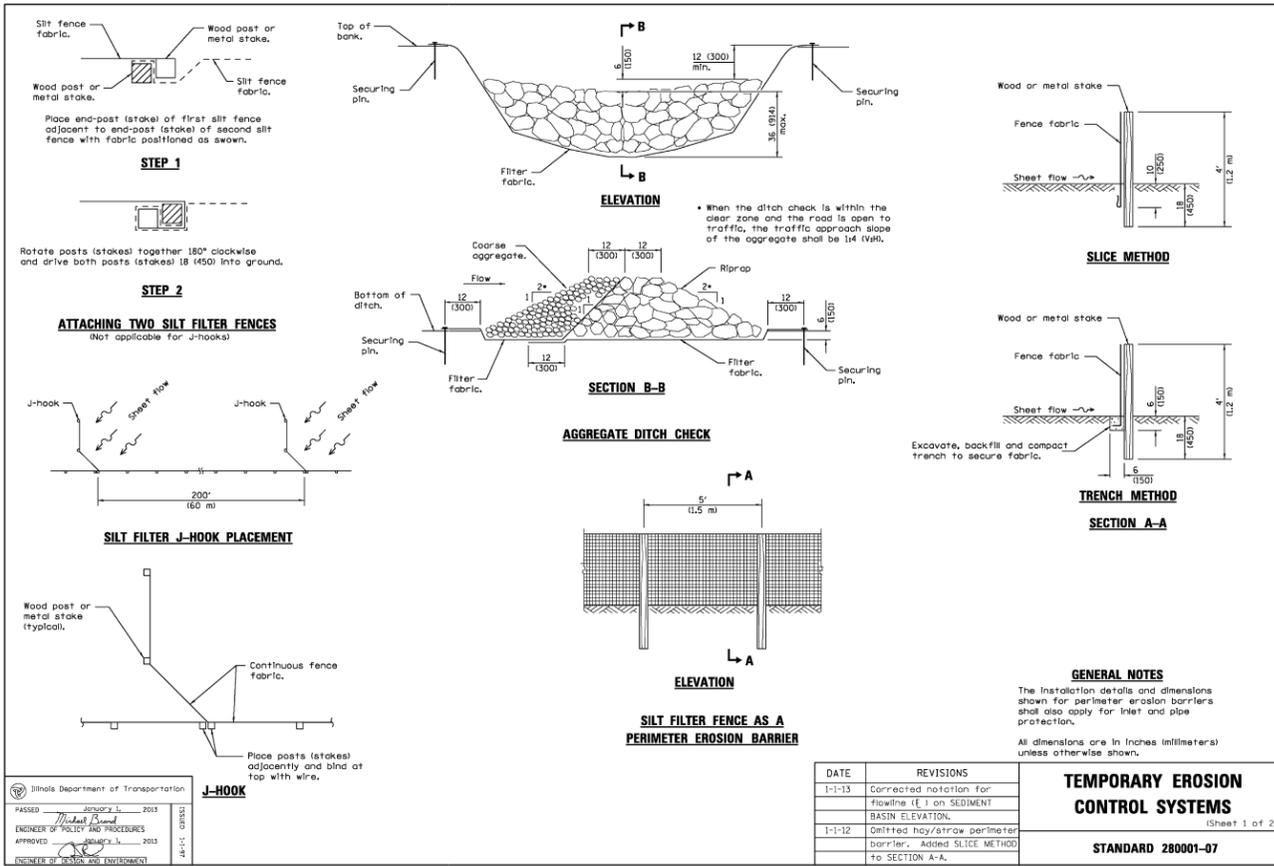
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
12-21-12	FOR BID
11-28-12	REVIEW COMMENTS
11-20-12	REVIEW COMMENTS
6/08/12	DETENTION LOCATION
7/14/10	PARK FOREST LOCATIONS
4/29/10	P.F. WATER MAIN
8/27/09	MWRD COMMENTS

DRAWING TITLE
STANDARD DETAILS

PROJECT No.
R0130143

DRAWING No.
11



118 SOUTH CLINTON STREET
SUITE 800
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FAX : 312.648.0204

PROJECT TITLE
**VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: TGS
CHECKED BY: CRG
DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
12-21-12	FOR BID
11-28-12	REVIEW COMMENTS
11-20-12	REVIEW COMMENTS
6/08/12	DETENTION LOCATION
7/14/10	PARK FOREST LOCATIONS
4/29/10	P.F. WATER MAIN
8/27/09	MWRD COMMENTS

DRAWING TITLE
STANDARD DETAILS

PROJECT No.
R0130143

DRAWING No.
12

SHEET 12 OF 16 SHEETS



118 SOUTH CLINTON STREET SUITE 600 CHICAGO, IL 60661 PHONE : 312.648.9900 FAX : 312.648.0204

VILLAGE OF RICHTON PARK FARM TRACE BYPASS STORM SEWER & DETENTION BASIN COOK COUNTY, IL.

DESIGNED BY: SRU DRAWN BY: TGS CHECKED BY: CRG DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

12-21-12 FOR BID 11-28-12 REVIEW COMMENTS 11-20-12 REVIEW COMMENTS 6/08/12 DETENTION LOCATION 7/14/10 PARK FOREST COMMENTS 4/29/10 P.F. WATER MAIN 8/27/09 MWWD COMMENTS

STANDARD DETAILS

PROJECT No. R0130143

DRAWING No.

13

SHEET 13 OF 16 SHEETS

ALTERNATE MATERIALS FOR WALLS	B	C*	T (min)
Concrete Masonry Unit	4'-0" (11.2 m) 5'-0" (15.2 m)	30 (750) 3'-9" (11.5 m)	5 (125) 5 (125)
Brick Masonry	4'-0" (11.2 m) 5'-0" (15.2 m)	30 (750) 3'-9" (11.5 m)	8 (200) 8 (200)
Precast Reinforced Concrete Section	4'-0" (11.2 m) 5'-0" (15.2 m)	30 (750) 3'-9" (11.5 m)	4 (100) 5 (125)
Cast-in-place Concrete	4'-0" (11.2 m) 5'-0" (15.2 m)	30 (750) 3'-9" (11.5 m)	6 (150) 6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES
Bottom slabs shall be reinforced with a minimum of 0.31 sq. ft./ft. (460 sq. mm/ft) in both directions with a maximum spacing of 12 (300).
Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.
See Standard 602701 for details of steps.
See Standard 602601 for optional Precast Reinforced Concrete Flat Slab Top.
All dimensions are in Inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Detailed reinf. in slabs. Added max. limit to height. Revised general notes.
1-1-09	Switched units to English (metric).

MANHOLE TYPE A
STANDARD 602401-03

PIPE DIA.	APPROX. QTY. lbs. (kg)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (240)	2 (51)	4 (102)	24 (610)	4'-0 1/2" (1.241 m)	6'-0 1/2" (1.851 m)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	740 (335)	2 1/2 (64)	6 (152)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	30 (762)	2 1/2 (64)	11 (280)	1:2.4
18 (450)	990 (450)	2 1/2 (64)	9 (229)	30 (762)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 1/2 (64)	12 (305)	1:2.4
21 (525)	1280 (580)	2 1/2 (64)	12 (305)	33 (838)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 1/2 (64)	13 (330)	1:2.4
24 (600)	1520 (690)	3 (76)	15 (381)	36 (914)	3'-7 1/2" (1.105 m)	6'-1 1/2" (1.871 m)	40 (1016)	3 (76)	14 (354)	1:2.5
27 (675)	1930 (875)	3 1/2 (89)	18 (457)	39 (991)	4'-0" (1.219 m)	6'-1 1/2" (1.871 m)	44 (1118)	3 1/2 (89)	15 (381)	1:2.4
30 (750)	2190 (990)	3 1/2 (89)	21 (533)	42 (1067)	4'-0" (1.219 m)	6'-1 1/2" (1.871 m)	48 (1219)	3 1/2 (89)	16 (406)	1:2.5
33 (825)	2700 (1225)	3 1/2 (89)	24 (610)	45 (1118)	4'-0" (1.219 m)	6'-1 1/2" (1.871 m)	52 (1321)	3 1/2 (89)	17 (430)	1:2.5
36 (900)	3100 (1400)	4 (102)	27 (686)	48 (1219)	4'-0" (1.219 m)	6'-1 1/2" (1.871 m)	56 (1413)	4 (102)	18 (457)	1:2.5
42 (945)	3800 (1725)	4 1/2 (114)	33 (838)	54 (1372)	5'-0" (1.524 m)	6'-6" (1.981 m)	64 (1626)	4 1/2 (114)	22 (559)	1:2.5
48 (1020)	4500 (2045)	5 (125)	36 (914)	60 (1524)	5'-0" (1.524 m)	6'-6" (1.981 m)	72 (1829)	5 (125)	24 (610)	1:2.5
54 (1215)	5200 (2365)	5 1/2 (139)	42 (1067)	66 (1651)	5'-0" (1.524 m)	6'-6" (1.981 m)	80 (2032)	5 1/2 (139)	26 (660)	1:2.0
60 (1350)	6000 (2725)	6 (152)	48 (1219)	72 (1829)	5'-0" (1.524 m)	6'-6" (1.981 m)	90 (2286)	6 (152)	28 (714)	1:1.9
66 (1485)	6800 (3085)	6 1/2 (165)	54 (1372)	78 (1981)	5'-0" (1.524 m)	6'-6" (1.981 m)	100 (2540)	6 1/2 (165)	30 (762)	1:1.7
72 (1620)	7600 (3445)	7 (178)	60 (1524)	84 (2134)	5'-0" (1.524 m)	6'-6" (1.981 m)	110 (2804)	7 (178)	32 (813)	1:1.8
78 (1755)	8400 (3805)	7 1/2 (191)	66 (1651)	90 (2286)	5'-0" (1.524 m)	6'-6" (1.981 m)	120 (3058)	7 1/2 (191)	34 (864)	1:1.8
84 (1890)	9200 (4165)	8 (203)	72 (1829)	96 (2438)	5'-0" (1.524 m)	6'-6" (1.981 m)	130 (3312)	8 (203)	36 (914)	1:1.6

* Radius as furnished by manufacturer.

DATE	REVISIONS
1-1-11	Clarified ref. to pipe dia. on Section A-A. Changed "inner" to "outer" cage ref. Switched units to English (metric).

PRECAST REINFORCED CONCRETE FLARED END SECTION
STANDARD 542301-03

SPAN	RISE	EDJUV. DIA.	WALL	A	B	C	D	E	H	R	R ₁	R ₂	APPROX. SLOPE
23 (584)	14 (356)	18 (450)	2 1/2 (64)	8 (203)	27 (686)	3'-9" (1.143 m)	5'-0" (1.524 m)	36 (914)	5 1/2 (139)	6 (152)	6 (152)	20 (508)	1:3.1
30 (762)	19 (483)	24 (610)	3 (76)	9 (229)	33 (838)	3'-9" (1.143 m)	5'-0" (1.524 m)	42 (1067)	6 1/2 (165)	7 (178)	7 (178)	26 1/2 (673)	1:2.8
34 (864)	22 (559)	27 (686)	3 1/2 (89)	12 (305)	36 (914)	4'-0" (1.219 m)	5'-0" (1.524 m)	48 (1219)	7 1/2 (191)	8 (203)	8 (203)	33 (838)	1:2.9
38 (966)	24 (610)	30 (762)	3 1/2 (89)	15 (381)	39 (991)	4'-0" (1.219 m)	5'-0" (1.524 m)	54 (1372)	8 (203)	9 (229)	9 (229)	40 (1016)	1:2.9
45 (1118)	29 (737)	36 (914)	4 1/2 (114)	18 (457)	42 (1067)	4'-0" (1.219 m)	5'-0" (1.524 m)	66 (1651)	9 (229)	10 (254)	10 (254)	48 (1219)	1:2.7
53 (1346)	34 (864)	42 (1067)	5 (125)	21 (533)	45 (1118)	4'-0" (1.219 m)	5'-0" (1.524 m)	78 (1981)	10 1/2 (267)	11 (280)	11 (280)	56 (1413)	1:2.6
60 (1524)	38 (966)	48 (1219)	5 1/2 (139)	24 (610)	48 (1219)	4'-0" (1.219 m)	5'-0" (1.524 m)	90 (2286)	11 (280)	12 (305)	12 (305)	64 (1626)	1:2.7
68 (1722)	43 (1092)	54 (1372)	6 (152)	27 (686)	51 (1293)	4'-0" (1.219 m)	5'-0" (1.524 m)	102 (2590)	12 (305)	13 (330)	13 (330)	72 (1829)	1:2.6
76 (1920)	48 (1219)	60 (1524)	6 1/2 (165)	30 (762)	54 (1372)	4'-0" (1.219 m)	5'-0" (1.524 m)	114 (2898)	13 (330)	14 (354)	14 (354)	80 (2032)	1:2.6
84 (2100)	54 (1372)	66 (1651)	7 (178)	33 (838)	57 (1443)	4'-0" (1.219 m)	5'-0" (1.524 m)	126 (3196)	14 (354)	15 (381)	15 (381)	90 (2286)	1:2.6

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-04	Removed weights.

FRAME AND LIDS TYPE 1
STANDARD 604001-03

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-07	Soft converted metric reinforcement bars.

PRECAST REINFORCED CONCRETE ELLIPTICAL FLARED END SECTION
STANDARD 542306-02



118 SOUTH CLINTON STREET
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PHONE : 312.648.9900
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PROJECT TITLE
VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: TGS
CHECKED BY: CRG
DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

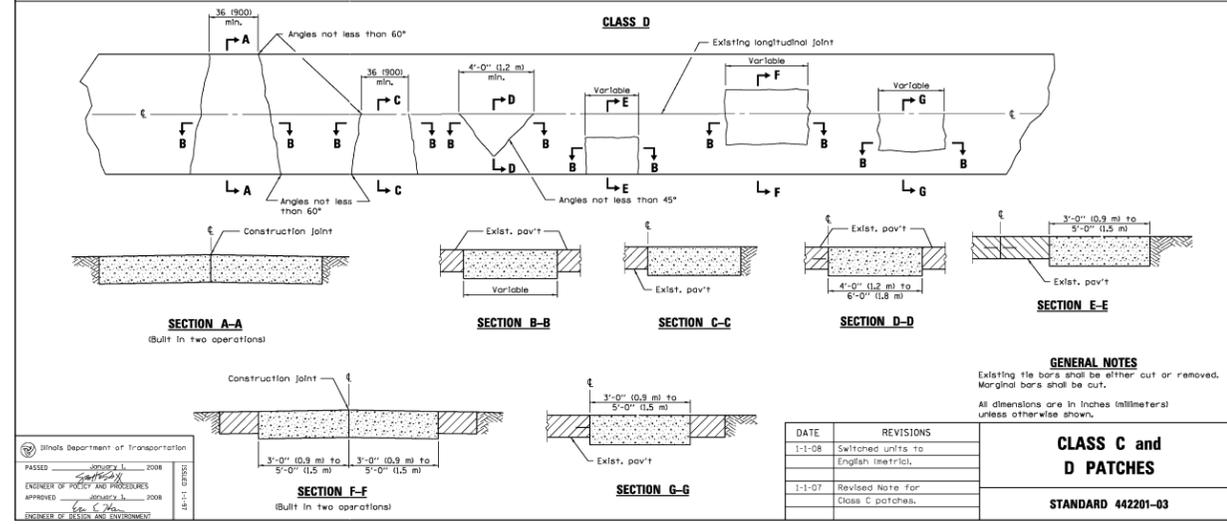
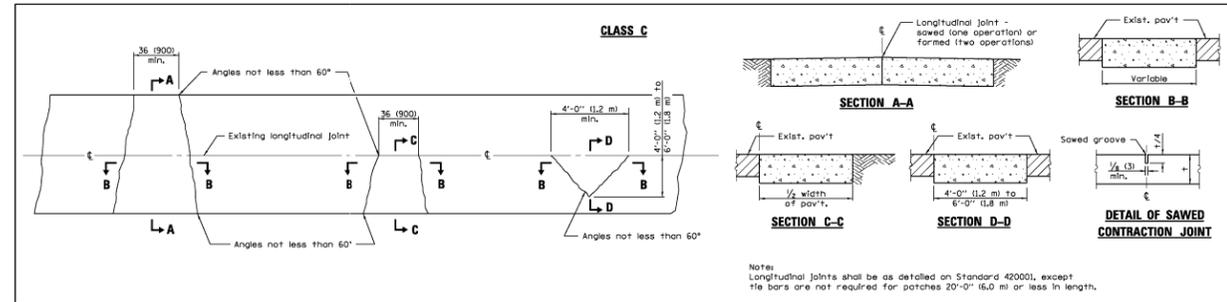
12-21-12 FOR BID
11-28-12 REVIEW COMMENTS
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6/08/12 DETENTION LOCATION
7/14/10 PARK FOREST COMMENTS
4/29/10 P.F. WATER MAIN
8/27/09 IWRD COMMENTS
DATE REVISION

DRAWING TITLE
STANDARD DETAILS

PROJECT No.
R0130143

DRAWING No.
14

SHEET 14 OF 16 SHEETS



DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised here for Class C patches.

GENERAL NOTES
Existing tile bars shall be either cut or removed. Marginal bars shall be cut.
All dimensions are in inches (millimeters) unless otherwise shown.

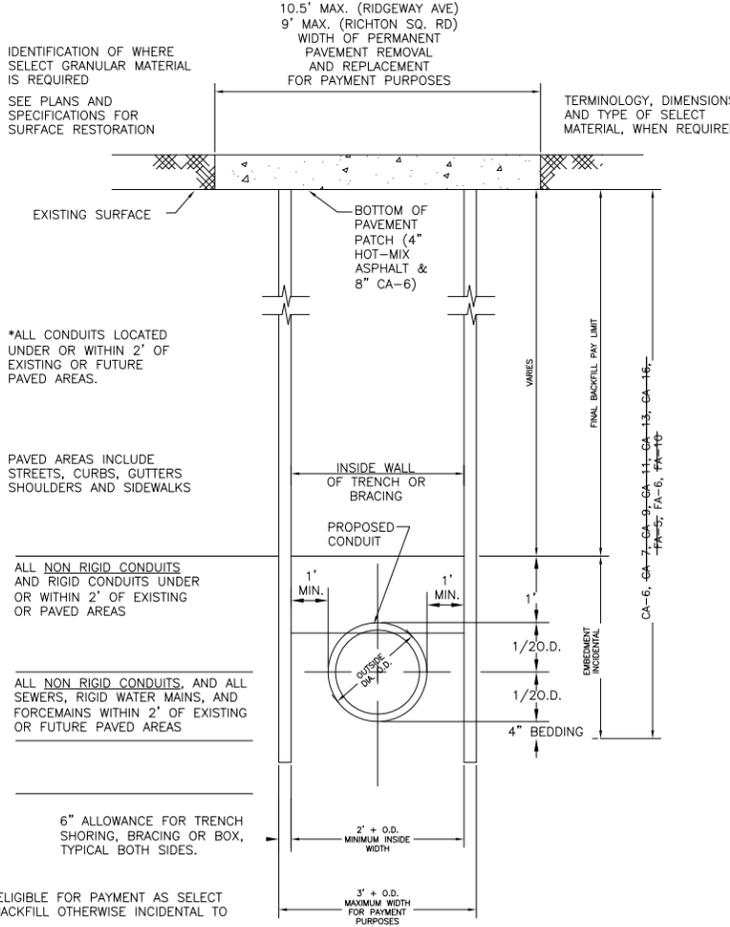
CLASS C and D PATCHES
STANDARD 442201-03

Inside Diameter of Conduit in inches	Maximum Trench Width in Feet For Payment	Bedding C.Y./Foot (INCIDENTAL)	Haunching C.Y./Foot (INCIDENTAL)	Initial Backfill C.Y./Foot (INCIDENTAL)	Final Backfill C.Y./Foot Per Foot Of Depth Where Eligible For Payment
6	3.58	0.04	0.03	0.17	0.13
8	3.78	0.05	0.05	0.19	0.14
10	3.97	0.05	0.06	0.20	0.15
12	4.17	0.05	0.07	0.22	0.15
14	4.36	0.05	0.08	0.24	0.16
15	4.46	0.06	0.09	0.25	0.17
16	4.56	0.06	0.10	0.26	0.17
18	4.75	0.06	0.11	0.29	0.18
20	4.94	0.06	0.12	0.31	0.18
21	5.04	0.06	0.13	0.32	0.19
24	5.33	0.07	0.15	0.35	0.20
27	5.63	0.07	0.17	0.38	0.21
28	5.72	0.07	0.18	0.39	0.21
30	5.92	0.07	0.20	0.41	0.22
33	6.21	0.08	0.22	0.45	0.23
36	6.50	0.08	0.24	0.48	0.24
42	7.08	0.09	0.29	0.56	0.26
48	7.67	0.09	0.35	0.63	0.28
54	8.25	0.10	0.40	0.71	0.31
60	8.83	0.11	0.46	0.79	0.33
66	9.42	0.12	0.52	0.87	0.35
72	10.00	0.12	0.58	0.95	0.37
78	10.58	0.13	0.65	1.04	0.39
84	11.17	0.14	0.72	1.13	0.41
90	11.75	0.15	0.79	1.23	0.44
96	12.33	0.15	0.86	1.32	0.46
102	12.92	0.16	0.94	1.42	0.48
108	13.50	0.17	1.02	1.52	0.50
120	14.67	0.18	1.19	1.73	0.54

NOTES—

PAY LIMIT DETAIL OF CONDUIT INSTALLATION

PAYMENT QUANTITIES PER FOOT OF CONDUIT



TRENCH BACKFILL



118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204

PROJECT TITLE
VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN
COOK COUNTY, IL.

DESIGNED BY: SRU
DRAWN BY: TGS
CHECKED BY: CRG
DATE CHECKED: 10/18/12

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

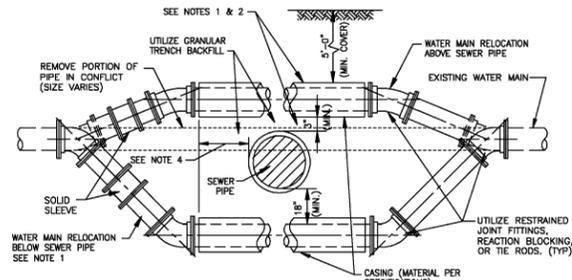
12-21-12	FOR BID
11-28-12	REVIEW COMMENTS
11-20-12	REVIEW COMMENTS
6/08/12	DETENTION LOCATION
7/14/10	PARK FOREST COMMENTS
4/29/10	P.F. WATER MAIN
8/27/09	MWRD COMMENTS
DATE	REVISION

DRAWING TITLE
STANDARD DETAILS

PROJECT No.
R0130143

DRAWING No.
15

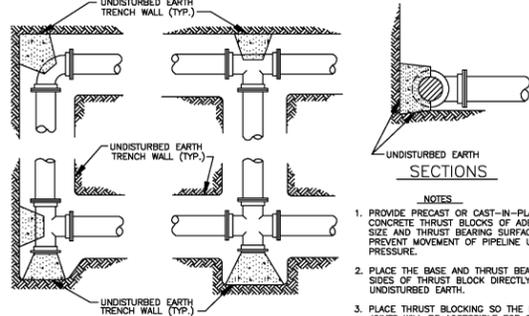
WATER MAIN RELOC-OVER UND.DWG



- NOTES:
1. ONLY TO BE USED IF WATER MAIN CANNOT CROSS ABOVE PROPOSED SEWER AND MAINTAIN THE REQUIRED 18" OF SEPARATION.
 2. WHEN WATER MAIN CROSSES ABOVE SEWER AND MAINTAINS THE REQUIRED 18" OF SEPARATION, THE CASING PIPE IS NOT REQUIRED.
 3. WATER MAIN RELOCATIONS ARE SUBJECT TO INSPECTION AT NORMAL SYSTEM PRESSURE BEFORE BURIAL.
 4. USE ONLY 45 DEGREE BENDS UNLESS OTHERWISE PERMITTED BY THE ENGINEER.
 5. CASING MUST EXTEND A MINIMUM OF 10 FEET BEYOND OUTSIDE EDGE OF SEWER PIPE - ON BOTH SIDES OF SEWER.

WATER MAIN RELOCATION - DUCTILE IRON
NO SCALE

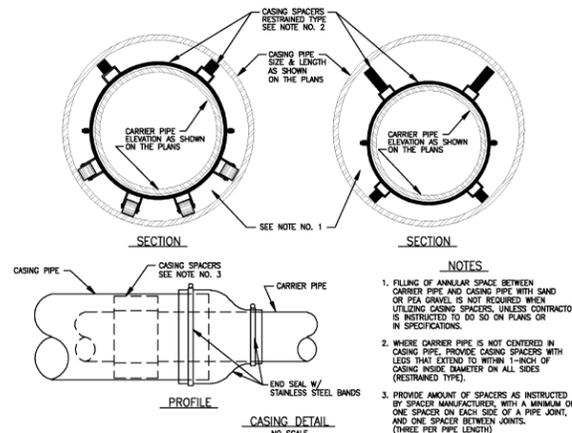
THRUST BLOCK INSTALL.DWG



TYPICAL THRUST BLOCK INSTALLATIONS
NO SCALE

PARK FOREST WATERMAIN DETAILS

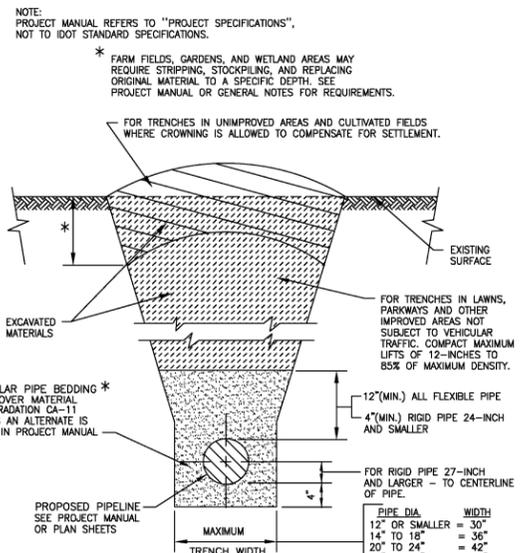
CASING-1.DWG



- NOTES:
1. FILLING OF ANNULAR SPACE BETWEEN CARRIER PIPE AND CASING PIPE WITH SAND OR PEA GRAVEL IS NOT REQUIRED WHEN UTILIZING CASING SPACERS, UNLESS CONTRACTOR IS INSTRUCTED TO DO SO ON PLANS OR IN SPECIFICATIONS.
 2. WHERE CARRIER PIPE IS NOT CENTERED IN CASING PIPE, PROVIDE CASING SPACERS WITH LEGS THAT EXTEND TO WITHIN 1-INCH OF CASING INSIDE DIAMETER ON ALL SIDES (RESTRAINED TYPE).
 3. PROVIDE AMOUNT OF SPACERS AS INSTRUCTED BY SPACER MANUFACTURER WITH A MINIMUM OF ONE SPACER ON EACH SIDE OF A PIPE JOINT, AND ONE SPACER BETWEEN JOINTS. (THREE PER PIPE LENGTH)

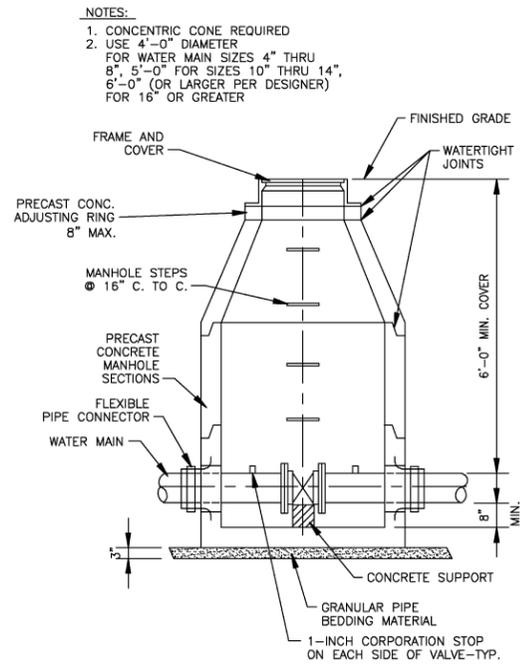
CASING DETAIL
NO SCALE

TRENCH DET-NON PAVE.DWG



TYPICAL TRENCH DETAIL
NO SCALE
FOR NON-PAVED AREAS
* FOR FLEXIBLE THERMOPLASTIC OR HDPE PIPE COMPLY WITH ASTM 2321, CLASS I OR II.
FOR RIGID PIPE COMPLY WITH ASTM C12, BEDDING CLASS B.

VAULT-WATER VALVE.DWG



WATER VALVE VAULT DETAIL
NO SCALE

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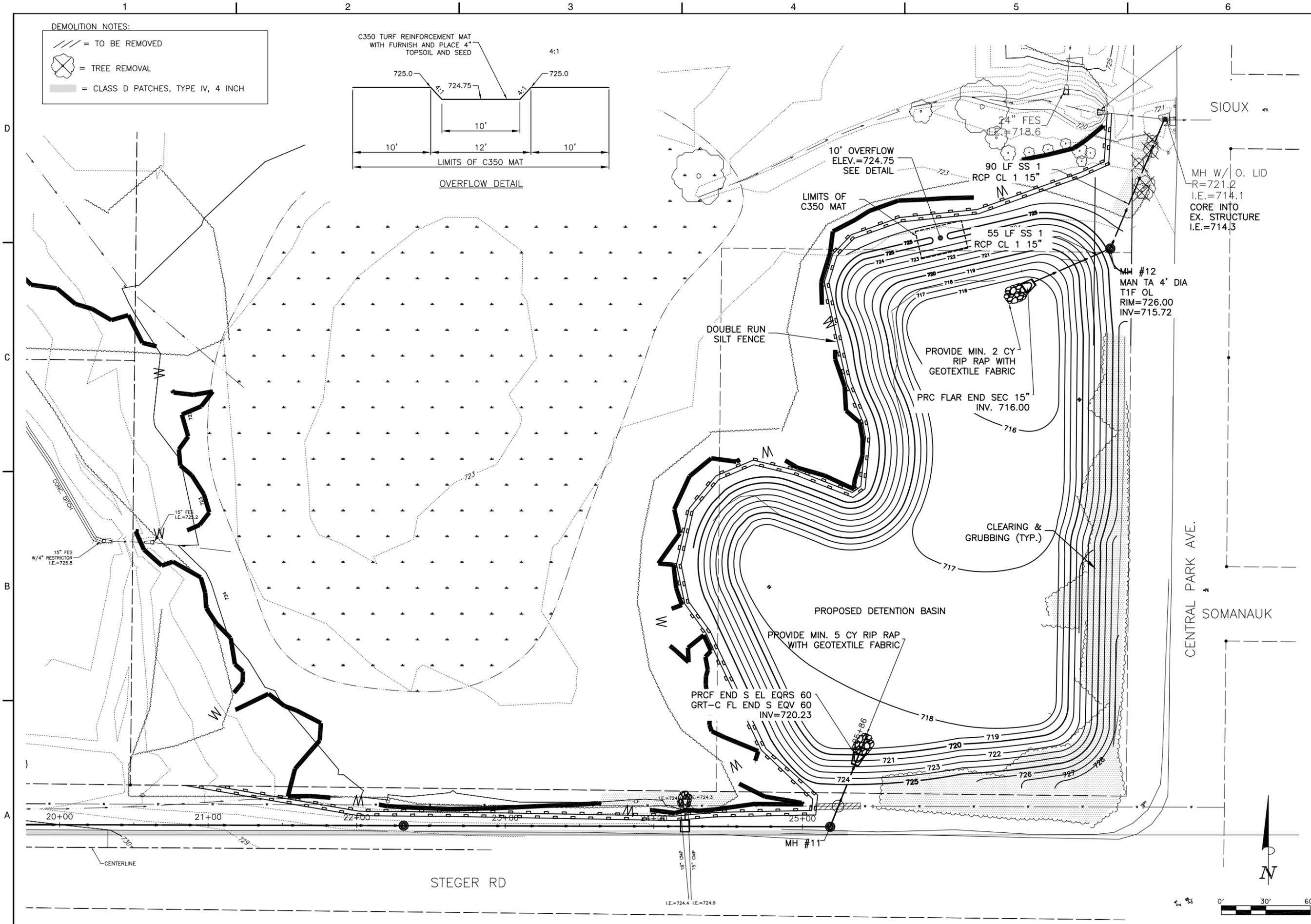
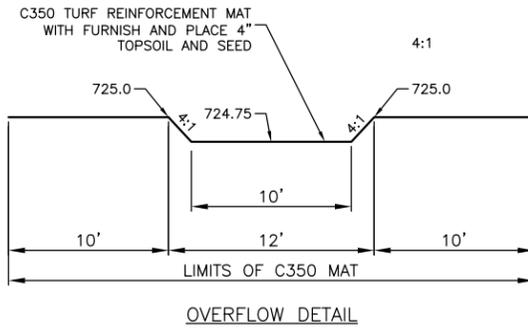
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Plotted: 8/19/2008 3:22 PM By: 362PMP

DEMOLITION NOTES:

-  = TO BE REMOVED
-  = TREE REMOVAL
-  = CLASS D PATCHES, TYPE IV, 4 INCH



Clark Dietz
ENGINEERS
DESIGN FIRM REGISTRATION
No. 184-000450
118 SOUTH CLINTON STREET
SUITE 600
CHICAGO, IL 60661
PHONE : 312.648.9900
FAX : 312.648.0204

PROJECT TITLE
**VILLAGE OF RICHTON PARK
FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

DESIGNED BY: TGS
DRAWN BY: TGS
CHECKED BY: CRG
DATE CHECKED: 6/8/12
NOTE: DIMENSIONAL DATA
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THIS DRAWING.

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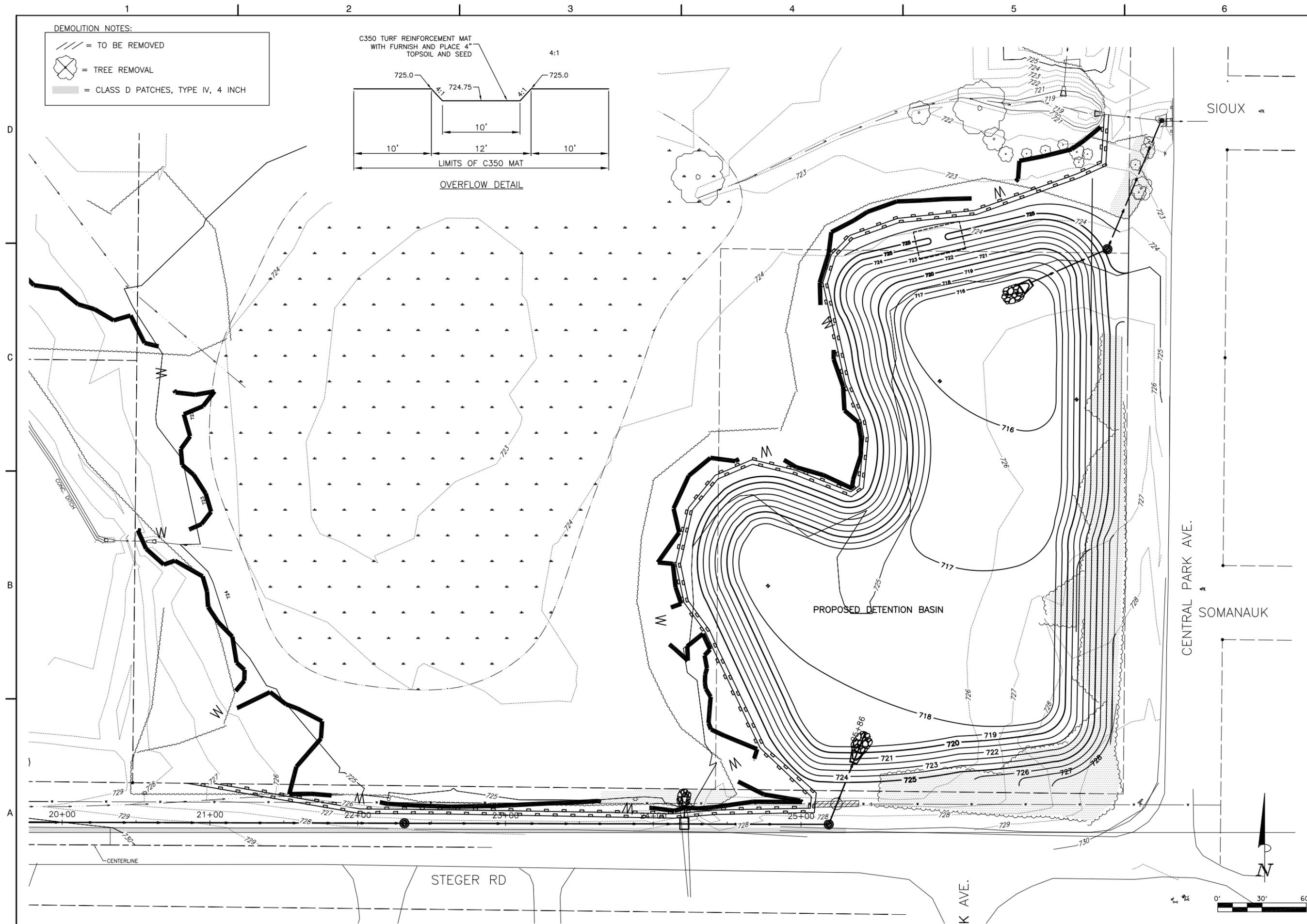
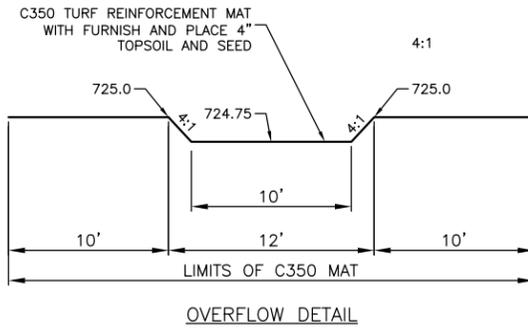
DRAWING TITLE
**DETENTION
BASIN**

PROJECT No.
R0130143

DRAWING No.
16
SHEET 16 OF 16 SHEETS

DEMOLITION NOTES:

-  = TO BE REMOVED
-  = TREE REMOVAL
-  = CLASS D PATCHES, TYPE IV, 4 INCH



Clark Dietz
ENGINEERS
DESIGN FIRM REGISTRATION
No. 184-000450
118 SOUTH CLINTON STREET
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FARM TRACE BYPASS STORM
SEWER & DETENTION BASIN**
COOK COUNTY, IL.

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8/27/09	MWRD COMMENTS
DATE	REVISION

DRAWING TITLE
**DETENTION
BASIN**

PROJECT No.
R0130143
DRAWING No.
16a
SHEET 16 OF 16 SHEETS

AGENDA BRIEFING

DATE: March 5, 2013

TO: Mayor John Ostenburg
Board of Trustees

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

RE: A RESOLUTION ADOPTING FISCAL POLICIES FOR THE 2013/2014 FISCAL YEAR BUDGET

BACKGROUND/DISCUSSION: One of the basic requirements of the Distinguished Budget Award program is that the budget must contain Fiscal Policies. Having formally adopted Fiscal Policies were also a note-worthy component of the Illinois Municipal Assistance Program (IMAP) review in 2011. These policies are contained in the Budget Message section of the budget.

The policies provide guidance to management staff in the preparation of their budgets. The policies are based, partially, on the tax levy that was adopted in the previous December and the assumptions underlying the tax levy. Economic conditions were also considered that have impacted revenues and expenditures since the levy adoption. Also, uncontrolled expenses such as liability or health insurance are addressed separately.

It has been traditional for the Board to adopt the Fiscal Policies by way of a resolution. Many of the basic policies carry over from year-to-year. Those that are subject to change annually are those that relate to the cap on departmental expenses, salary increases, water/sewer and other rates and policies related to borrowing. For the 2013/2014 Budget Year, the policies in these areas are:

- 1) A 2% increase in Department Expenditures. (Two years of the last four had 0% increases).
- 2) A 2% salary increase for all personnel. The Police contract was approved at 2%. (The Fire union contract is up for negotiation).
- 3) Water rates increase from \$9.73 per 1,000 gallons to \$11.93 per 1,000 gallons based on the Board adopted rate ordinance.
- 4) Sewer rates increased from \$2.60 per 1,000 gallons to \$2.86 per 1,000 gallons on July 1, 2010. **Staff is recommending no increase in sewer rates for the third consecutive fiscal year.** Grant revenue has assisted with Thorn Creek Sanitary District inflow and infiltration requirements.
- 5) Refuse rates will remain at \$19.85 for all of calendar 2012. The current contract expires 12/31/2013

Included in budget guidelines were restrictions in Capital spending.

Regular reporting and analysis, maintenance of a sufficient fund balance and review of all user fees is also included in Fiscal Policies.

Designation of Fund Balance

The Governmental Accounting Standards Board (GASB) issued a statement that provides detailed requirements for reporting fund balance. The statement allows for restrictions of fund balances. The most restricted category is “committed” funds. The next restriction is “assigned” funds. An assignment designates the governing board’s intent. The process required is to grant authority, through the Fiscal Policies, to an individual to designate assignments. The policies indicate that the Finance Director will assign funds consistent with Board intent. The Assigned Fund balance recommended for Fiscal 2013 is as follows:

Fund balance assigned for	
Orchard Drive reconstruction	\$2,750,000
Eastgate Redevelopment/CN	1,000,000
IRMA Deductible	500,000

In addition, the GASB statement requires that the Village Board indicate in policies, the order in which fund balances will be spent. This guideline is included in the Fiscal Policies and indicates the spending of restricted funds first, allowing the Village the most flexibility.

In 2011 the Village undertook an Illinois Municipal Assistance Program / Governance and Management Practices Assessment (IMAP/GMPA). One of the recommendations was to expand on and formalize debt management policies. Language was added to Fiscal Policies to allow for this change.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Regular Meeting of Monday, March 18, 2013 for approval.

**A RESOLUTION ADOPTING
FISCAL POLICIES
FOR THE 2013/2014 FISCAL YEAR BUDGET**

WHEREAS, Fiscal Policies provide the framework for the development of the Village's Annual budget and shape the development of said budget; and

WHEREAS, Fiscal Policies provide the means for implementing the Board's Strategic Planning Goals as articulated in the Fiscal Year Budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest that the Fiscal Policies for 2013/2014, attached hereto, are hereby adopted.

BE IT FURTHER RESOLVED that these Fiscal Policies shall be incorporated into the 2013/2014 Budget and the resources of the Village shall be allocated according to these policies.

Adopted this _____ day of March 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

BUDGET POLICIES - FISCAL:

Rationale:

Fiscal Policies of the Village of Park Forest are based on the need to establish a mechanism of review and assessment of financial conditions of the Village while addressing certain economic trends. For the coming fiscal year a continued evaluation of trends and services will be needed. The economic trends currently identified include:

- A decline in housing values and an increase in vacant and foreclosed homes reflecting a decline in real estate transfer tax and increase in housing maintenance costs.
- A high level of State-wide unemployment and associated reduced income tax.
- A decline in commercial tax base, specifically sales tax producing entities.
- A reduction in utility tax revenues also associated with a declining commercial base and vacant housing.
- The population reduction in 2010 impacting per capita revenue of income tax, use tax and motor fuel tax.
- The Village's purchase of and conversion of DownTown Park Forest. The DownTown is in a TIF District. In the first few years of the TIF, no increment was generated and the TIF debt was a burden on the taxpayers. Starting in Fiscal 2002, over \$200,000 in Tax Increment was generated by the TIF District. For tax levy year 2003, the Village was able to abate \$325,000 in TIF debt service. For tax levy year 2004 and 2005, the abatement increased to \$350,000. In 2006 through 2008, the Village abated \$450,000. For 2009 the abatement increased to \$500,000. In 2010 the abatement increased to \$650,000 and further increased to \$750,000 in 2011. The 2012 tax abatement for TIF debt service was \$800,000. Incremental taxes relieve the TIF debt service burden on taxpayers. Increasing increment provides further relief.
- In 2008 and again in 2012, the Village took advantage of lower interest rates and favorable financial position to restructure some Village debt. The Village's favorable financial position with adequate reserve balances improved its bond rating from Baa2 to A3. This restructuring will save the Village over \$930,000 in interest and pay off a portion of the TIF debt sooner. In addition, the improved bond rating encourages economic development as noted in the IMAP study.
- The Village's aging infrastructure and plans to address that infrastructure. Construction of a new fire facility was completed in 2005. Build out of the Health Department space in the lower level of Village Hall occurred in 2007. Construction of the new \$15.6 million water plant was completed in Fiscal 2008. A \$2.2 million dollar water main replacement project was funded in Fiscal 2007 along with a \$1.2 million dollar water tower in the Autumn Ridge area. In Fiscal 2011 three projects were funded through

IEPA low interest loans with construction of \$3,299,546 of water main replacement and \$1,311,756 for an excess flow treatment facility and sanitary sewer rehabilitation. In Fiscal 2013 reconstruction of Orchard and resurfacing of Lakewood, Indianwood, North, and Blackhawk streets began. These projects coupled with the Thorn Creek Bridge and the Lincoln Highway landscape enhancement will total \$13,943,334 with \$9,657,184 coming from grant funds and of the \$4,286,150 of Village grant match, \$2,450,000 from CN proceeds, leaving \$1,836,150 of net Village costs or roughly 13% of the total projects.

Despite the slow growth of the tax base, the Village has a history of providing a high level of municipal services. Thus, it must maximize the return on each revenue dollar.

The Fiscal Policies included in the 2013/2014 Budget are designed to address, not necessarily to solve, these trends, and challenges.

Fiscal Policies:

1. Budgetary revenues will be projected at the conservative end of the scale of anticipated revenue.
 - Revenues derived from property taxes are most clearly known because they were determined at the time of the prior year's levy.
 - Sales and income tax projections are based on an analysis of historic trends coupled with known changes.
 - Revenues derived from intergovernmental sources are projected based upon consultation with the appropriate State or County agencies.
 - Grant revenues are budgeted only for approved grants. Budget amendments are made for any pending grants subsequently awarded.
 - Revenues derived from "fee for service" budgetary categories are conservatively estimated. Fees are adjusted based on an evaluation of the cost to provide said services.
2. Budgetary expenditures will reflect a realistic cap on anticipated expenditures. Expenditures will be paid with current revenues and excess fund balances, to the extent available.
3. Department Heads will maintain a total overall increase of 2% over the 2012/2013 level of expenditures for those items that involve controllable costs. This does not include pensions, health insurance, or IRMA. Nor does it include salary increases.

4. The 2013/2014 Budget will provide for salary steps. It will also provide for a 2% annual salary increase for all Village employees.
5. A level of unassigned fund balance will be maintained in the General Fund sufficient to handle emergency needs, cash flow needs associated with the timing of property tax receipts and unfavorable variances in estimating the revenue and expenditure budget. It is the Village's goal to establish an unassigned fund balance level in the General Fund sufficient to cover three to four months of operations. A three to four month reserve is considered an appropriate reserve level.
6. Potential areas for budget savings for the Fiscal Year ending 2012/2013 will be identified. Fiscal savings identified in the 2012/2013 Budget will not be permitted to "carry over" into the 2013/2014 Budget, unless specifically approved by the Finance Director, but will contribute to the unassigned fund balance.
7. Adequate funding, as determined by a State or independent actuarial study, will be provided for Police and Fire pension funds. For FICA and IMRF obligations, the Village will levy amounts sufficient to cover costs.
8. All departments will be charged an amount sufficient to fund vehicle replacement and maintenance through the Vehicle Services Fund.
9. The Aqua Center and Tennis Club will operate as enterprise funds with fee-generated revenue supporting expenses. Inasmuch as the Aqua Center and Tennis Club are amenities that enhance the quality of life of the residents of the Village and serve to market the community, in the event that fees are insufficient to cover capital and operating expenditures, the Board may decide to use the general tax revenues of the Village for that purpose.
10. Capital expenditures will be planned through the mechanism of a five-year capital plan and budget. The Capital Plan will be updated on an annual basis. Actual capital expenditures will be budgeted contingent upon available revenues. Capital expenditures will be accounted for within departmental budgets.
11. DownTown Park Forest will operate as an enterprise fund. The Board may transfer General Fund monies to cover operating and redevelopment costs. The Village will pay its appropriate share of CAM (Common Area Maintenance) costs.
12. Capital expenditures for DownTown will be prioritized and accomplished as funds are identified for those capital expenditures or with the approval of the Board of Trustees. The Budget for DownTown shall be subject to review at six months.
13. The DownTown Budget does not reflect any sale of property. Sales of properties will be actively pursued. The DownTown Budget, also, does not recommend additional borrowing.

14. User fees, such as charges for water, sewer, and garbage, will be evaluated annually to ensure that fees cover costs, if intended to do so, including maintenance and replacement costs, and that fees are increased in reasonable increments on an annual basis. Water rates were increased effective July 1, 2013 and the following subsequent increases were adopted.

<u>Fiscal Year</u>	<u>Rate per 1,000 gallons</u>
2014	11.93
2015	12.77
2016	13.66
2017	14.61
2018	15.64

The current refuse contract began January 1, 2004 and expires December 31, 2013.

<u>Calendar Year</u>	<u>Monthly Refuse Rate</u>
2013	19.85

The Village Board approved sewer rate increases in 2006. Sewer rates had not been increased since 1997. Operating and general maintenance costs exceeded revenues. The Sewer Fund balance had been depleted. In addition, Inflow and Infiltration reduction requirements of Thorn Creek Basin Sanitary District, in conjunction with the Illinois and US EPA, necessitated additional capital spending. The Village sewer system is also part of the aging infrastructure issue. Because of EPA grant funding, sewer rates will be maintained at the current level. Rates will be reviewed annually. Sewer rates for the current budget year are as follows:

<u>Fiscal Year</u>	<u>Rate per 1,000 gallons</u>
2014	2.86 (Same as Fiscal 2011, 2012 and 2013)

15. The budget is flexible within departments. Over-expenditures on one line must be compensated for within the departmental budget. However, departments may not overspend their total departmental budget without a budget amendment.
16. Budget amendments will be made at the mid-point of the budgetary cycle. Budget amendments will only be made to accommodate major, unanticipated changes in revenue, expenditures, or personnel.
17. The Board will receive detailed periodic operating results. Evaluation will be made of areas where cost savings have occurred that could warrant redirection of funds. In addition, the Board receives a weekly report of bills paid.
18. Budgeted expenditures will clearly enable the accomplishment of the Board's goals. Strategic planning sessions will determine the goals. Affordability of implementation will be determined at the time revenues are projected, as part of the budget process.

19. The Finance Director will determine if a portion of fund balance should be assigned. This determination will be based upon Board directives and goals.
20. The Village will spend the most restricted dollars before less restricted, in the following order:
 - 1) Nonspendable (if funds become spendable)
 - 2) Restricted
 - 3) Committed
 - 4) Assigned
 - 5) Unassigned
21. All Governmental Accounting Standards Pronouncements will be implemented. The Village will strive for the Certificate of Achievement for Excellence in Financial Reporting as well as the Distinguished Budget Presentation Award.
22. The Village's Debt Management Policies will be identified annually in the Budget Document and include narrative about new debt issuances.

A budgetary monitoring and control system will be maintained. Budget performance will be measured on a quarterly basis. The Finance Director, Village Manager, and Department Heads will conduct a formal six-month review of budget performance. An analysis of the results will be provided to the Village Board.

AGENDA BRIEFING

DATE: March 5, 2013

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Clifford Butz, Chief of Police

RE: Collections Contract Amendment

BACKGROUND/DISCUSSION:

The Village currently contracts with Municipal Collections of America, Inc. (MCA), which is located in Lansing, to collect debts owed the Village for unpaid violations. The cost for collections can be significantly lowered as a result of a 2008 change to 65 ILCS 5/1-2-1 which allows the cost of collection to be added on to the outstanding balance to be paid by the responsible party. Currently, the Village is receiving 65% of what MCA recovers and the remaining 35% is lost to commissions. Under this statute, the Village can retain 100% of recovered debts.

According to MCA, they have been performing collections in this manner in multiple villages with very good results. An amendment to the Collection Service Agreement would be required. All new debts listed after the amendment is executed would fall under this new commission structure.

A draft amendment is attached for review and consideration.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the March 18, 2013 Regular Meeting for Board approval.

AMENDMENT TO COLLECTION SERVICE AGREEMENT

Between

MUNICIPAL COLLECTIONS OF AMERICA, INC. and

The VILLAGE OF PARK FOREST

Municipal Collections of America, Inc and the Village of Park Forest had entered into a Collection Service Agreement effective December 15, 2011 (THE AGREEMENT). Both parties mutually agree to the following amendment to THE AGREEMENT, per 65 ILCS 5/1-2-1 (From Ch.24, par 1-2-1).

Article III Section A of THE AGREEMENT shall be amended to read:

“Upon listing for collection, a thirty-five percent (35%) cost of collection will be added to the outstanding balance. Upon collection of the debt, a twenty-five and 93/100 percent (25.93%) collection fee is retained by MCA from the full balance and the original balance submitted is paid to the municipality. This commission structure will apply to debts listed after the execution of this Agreement.

For all debts that listed for collection with service dates prior to the execution of this Agreement, MCA will be paid at a commission rate of 35% upon recovery.”

Village of Park Forest

Name _____

Signed _____

Date _____

Municipal Collections of America, Inc

Name _____

Signed _____

COLLECTIONS SERVICES AGREEMENT
Municipal Collections of America, Inc

AGREEMENT, made this 15th day of December, 2011 by and between Municipal Collections of America, Inc, (MCA) an Illinois corporation, and the Village of Park Forest (hereinafter referred to as THE MUNICIPALITY).

WHEREAS, MCA is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, MCA possesses the personnel, experience, expertise, and equipment to effectively aid THE MUNICIPALITY in collecting the said fines through an effective collection process and;

WHEREAS, THE MUNICIPALITY may wish to list certain other debts with MCA for collection from time to time and MCA may wish to accept such claims for collection. MCA retains the right to reject any debt submitted for collection and will provide explanation for such action if taken.

MCA and THE MUNICIPALITY do hereby agree as follows:

ARTICLE I

THE MUNICIPALITY agrees that any debts and/or fines listed for collection with MCA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All municipal debts and fines listed for collection will be forwarded to MCA, using the forms and procedures designated by MCA.

Upon request of MCA, THE MUNICIPALITY will provide certified copies of any documentation deemed necessary for use by MCA in its collection efforts in a timely manner.

MCA will acknowledge receipt of any violations listed for collection within five days thereof.

ARTICLE II

MCA agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debts/fines which are listed for collections.

MCA may pursue court action to obtain/perfect civil judgments if, in its judgment and discretion, it believes such action is advisable and will aid in its collection efforts. No violation will be referred to an attorney without 5 days written notice provided to the MUNICIPALITY and the MUNICIPALITY'S consent to pursue court action.

ARTICLE III

No fees will be payable to MCA unless money is collected, at which time MCA will be paid as follows:

A. Thirty-five percent (35%) of the amount collected on each file.

B. MCA will be entitled to any costs awarded by the Court in the collection of the debt. If no additional expense amount is awarded for costs, this section (B.) will not apply.

ARTICLE IV

Upon THE MUNICIPALITY'S listing of the violation for collection, MCA shall have the exclusive right to collect the amounts owed there under until such time as it determines the debt is uncollectable or THE MUNICIPALITY requests return of the violation to THE MUNICIPALITY. Any inquiries concerning any fine / debt listed for collections; including attempts to make payment thereon, shall be referred at the earliest possible time to MCA.

MCA will deposit any money collected in THE MUNICIPALITY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCA will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to the MUNICIPALITY will be made by the 15th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE MUNICIPALITY for violations which have been listed for collection, THE MUNICIPALITY will submit such collections to MCA weekly for accounting under this Article.

ARTICLE V

THE MUNICIPALITY hereby authorizes MCA to compromise, or reach a negotiated settlement on any violations listed for collection. However, unless otherwise authorized by the MUNICIPALITY in writing, any such settlements shall be no less than 50% of the available balance.

Should THE MUNICIPALITY make any settlement or otherwise takes any action in derogation of MCA's exclusive right to collect on any violation listed for collection, then MCA shall be entitled to payment in full, as delineated in Article III and IV hereof, based on the full amount of the violation, as listed. Any such payments which may become due may be deducted from the MUNICIPALITY'S next monthly payment from MCA.

ARTICLE VI

MCA agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCA during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCA harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE MUNICIPALITY, its servants or employees.

Further, the MUNICIPALITY warrants and represents to MCA that any debt listed for collection will be a legal and valid debt owed to the MUNICIPALITY; and in addition to the indemnities listed above, the MUNICIPALITY agrees to indemnify and hold MCA harmless against any and all liability, costs, and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", or the Illinois "Collection Agency Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 12 months from the date first above written, however, it shall continue under the same terms and conditions for additional one year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination. It shall continue under the same terms and conditions for additional one year periods until termination by either party.

However, in the event of termination of the Agreement by either party, MCA shall retain its exclusive right to collect any debts listed for collection prior to the end of the final year period until such times as it elects to return any such violations to THE MUNICIPALITY as provided under the terms of this Agreement.

ARTICLE VIII

At least once per year, MCA will return to THE MUNICIPALITY such violations which it determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCA,

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE MUNICIPALITY,

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

ARTICLE X

Except as indicated above, MCA shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCA's performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable Federal and State laws arising out of the acts or omissions of MCA or its agents or employees.

ARTICLE XI

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This agreement may only be altered or modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

BY: Jolene Wood
(Print) President

Jolene Wood
(Signature) President

THE MUNICIPALITY

BY: Thomas K. Mick
Village Manager

Attesting Authority

Approval Date