

8. Ordinance: An Ordinance Amending Chapter 2 of the Village Code of Ordinance Relating to Anti-Nepotism (Final Reading)
9. Ordinance: An Ordinance Related to Chapter 6 (Alcoholic Beverages) of the Code of Ordinances (First Reading)
10. Ordinance: An Ordinance to Amending Chapter 2 of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, Purchasing Policies (First Reading)
11. Ordinance: An Ordinance Amending Chapter 42, Article II of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (First Reading)

Adjournment

NOTE: Copies of Agenda Items are Available in the Lobby of Village Hall and on the Village website www.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 athurston@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 and enter into an Agreement for Federal Participation for improvements to Illinois St. (FAU 1719)
2. MOVED, that the Mayor and Board of Trustees approve a Resolution to appropriate \$364,420 in Motor Fuel Tax Fund for Construction and Construction Engineering costs associated with improvement for Illinois St. (FAU 1719)
3. MOVED, that the Mayor and Board of Trustees approve a Construction Engineering Services Agreement for Federal Participation for the improvement to Illinois St. (FAU 1719)
4. MOVED, that the Mayor and Board of Trustees approve a Resolution allowing Village of Park Forest to participate in Cook County's No-Cash Bid Program for Tax Delinquent Properties for Unoccupied Residential
5. MOVED, that the Mayor and Board of Trustees approve a Resolution allowing Village of Park Forest to participate in Cook County's No-Cash Bid Program for Tax Delinquent Properties for Vacant Land

January 22, 2019

AGENDA BRIEFING

DATE: January 7, 2019

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Local Public Agency Agreement for Federal Participation for the improvements to Illinois St (FAU 1719).

BACKGROUND/DISCUSSION:

Roadway improvements to Illinois Street from Orchard Drive to Western Ave, are eligible for federal aid funding through the Surface Transportation Program - Urban (STP-U), see attached Location Map. The STP funds for the South Suburbs are distributed through the South Suburban Mayors and Managers Association (SSMMA). The STP consists of an 80% Federal / 20% Local Agency cost participation for eligible project phases.

This Agenda item consists of an agreement between the State of Illinois and the Village that outlines the cost participation commitments for Participating Construction, Non Participating Construction and Construction Engineering. IDOT will pay 100% of the Participating Construction costs and then invoice the Village for 20%. The Village will use MFT funds to pay 100% of Construction Engineering costs and then request 80% reimbursement from the State. The Village will also use MFT funds to pay 100% of all Non-Participating Construction associated with improvements within Illinois Ct.

The proposed improvement consists of full depth resurfacing, full curb and gutter replacement, driveway replacement, sidewalk improvements at intersections, structure adjustment, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is April 26, 2019.

The total estimated costs for these Phases are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Part. Construction	\$ 1,110,640	\$ 277,660	\$ 1,388,300
Non-Participating Const.	\$ 0	\$ 59,000	\$ 59,000
Construction Egr	\$ 111,040	\$ 27,760	\$ 138,800
Total	\$ 1,221,680	\$ 364,420	\$ 1,586,100

RECOMMENDATION: Approve and enter into this Local Public Agency Agreement for Federal Participation to improve Illinois St from Orchard Drive to Western Ave and authorize the Mayor to sign and execute this agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of January 22, 2019 for approval.

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Park Forest	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 16-00103-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-150-17	7CSR(213)				

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

Location

Local Name Illinois Street Route FAU 1719 Length 0.7 mile
Termini Orchard Drive (FAU 2836) to Western Avenue (FAU 2845)

Current Jurisdiction Village TIP Number 07-14-0007 Existing Structure No N/A

Project Description

Road Reconstruction

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,110,640	(*)	()	277,660	(BAL)	1,388,300
Non-Participating Construction		()	()	59,000	(100)	59,000
Preliminary Engineering		()	()		()	
Construction Engineering	111,040	(*)	()	27,760	(BAL)	138,800
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,221,680			\$ 364,420		\$ 1,586,100

* Maximum FHWA (STU) Participation 80% not to exceed \$1,221,680

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

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

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) \$0.00
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

John A. Ostenburg

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

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

DUNS Number 079761573

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

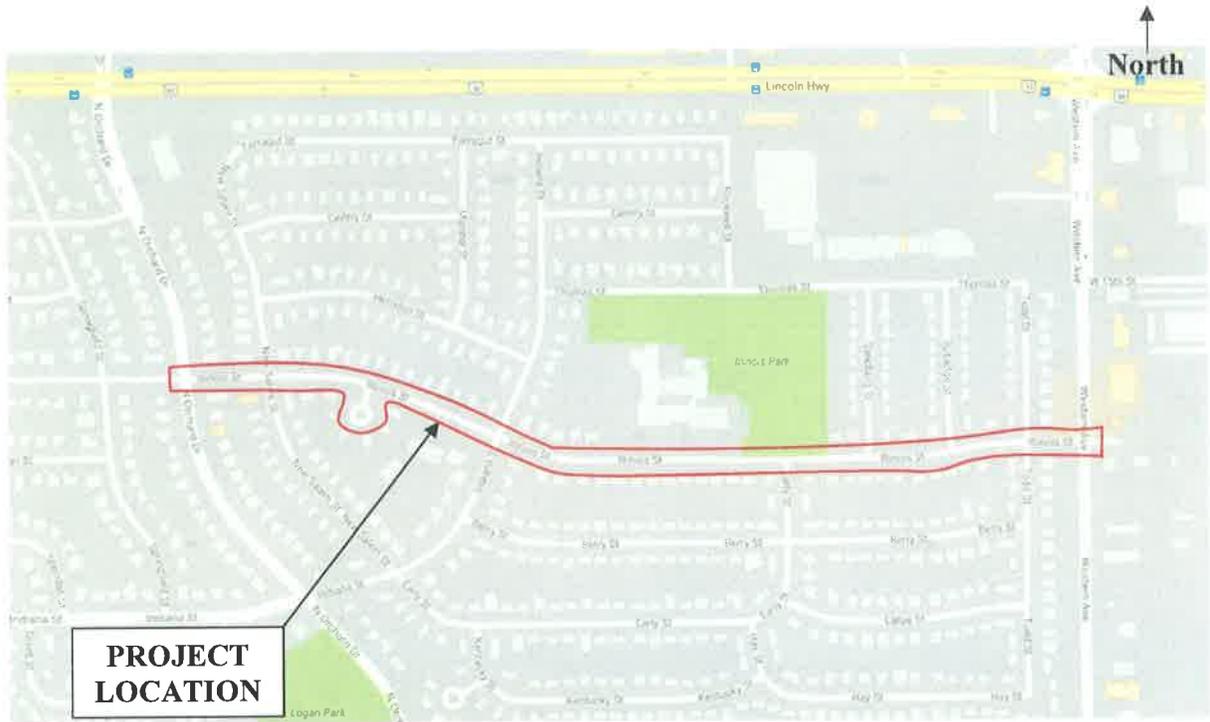
Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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



**Project Location Map
Illinois Street STP Resurfacing
Orchard Drive to Western Avenue
Village of Park Forest
Cook County, IL**

AGENDA BRIEFING

DATE: January 7, 2019

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Resolution to appropriate \$364,420 dollars in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Illinois St (FAU 1719).

BACKGROUND/DISCUSSION:

Roadway improvements to Illinois St., from Orchard Drive to Western Ave, are eligible for federal aid funding through the Surface Transportation Program Urban (STP-U). The STP funds for the South Suburbs are distributed through the South Suburban Mayors and Managers Association (SSMMA). The STP consists of an 80% Federal / 20% Local Agency cost participation for eligible project phases.

The Village uses Motor Fuel Tax funds to meet its cost participation funding commitments. The first step in doing so requires the Board to pass a MFT Resolution appropriating funds out of the Village's Unobligated MFT Balance for the current Phase(s). In this case, the current Phase(s) will be for Construction and Construction Engineering. The funding procedures for this Phase requires the Village to fund Construction Engineering at 100% and then submit proof of payment for 80% reimbursement and for IDOT to fund 100% of Construction and then invoice the Village for 20% for eligible pay items and 100% for any non-participating pay items. For this project, there will be \$59,000 dollars of ineligible work associated with improvements within Illinois Court.

The proposed improvement consists of full depth resurfacing, full curb and gutter replacement, driveway replacement, sidewalk improvements at intersections, structure adjustments, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is April 26, 2019.

The total estimated costs for these Phases are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction	\$ 1,110,640	\$ 277,660	\$ 1,388,300
Non-Participating Const.	\$ 0	\$ 59,000	\$ 59,000
Construction Engr.	\$ 111,040	\$ 27,760	\$ 138,800
Total	\$ 1,221,680	\$ 364,420	\$ 1,586,100

RECOMMENDATION: Approve this Resolution to appropriate \$364,420 dollars from the Village's Motor Fuel Tax fund for Construction and Construction Engineering costs.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of January 22, 2019 for approval.



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	16-00103-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Park Forest Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Illinois St	0.7	1719	Orchard Dr (FAU 2836)	Western Ave (FAU 2845)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction \$ 336,660
 Construction Engineering \$ 27,760

2. That there is hereby appropriated the sum of Three hundred and sixty four thousand, four hundred and twenty Dollars (\$364,420.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sheila McGann Village Clerk in and for said Village of Park Forest in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by President and Board of Trustees of Park Forest at a meeting held on _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

Clerk Signature

Approved

Regional Engineer
 Department of Transportation

Date

Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none">- Original would be used when passing a resolution for the first time for this project.- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.- Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are:County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.

Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the clerk's signature.
Seal	The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File

AGENDA BRIEFING

DATE: January 7, 2019

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Construction Engineering Services Agreement for Federal Participation for the improvements to Illinois St (FAU 1719).

BACKGROUND/DISCUSSION:

IDOT recently made revisions and updates to project guideline manuals regarding Qualifications Based Selection (QBS) process to procure engineering services. This process allows for open and public solicitation for engineering services based on qualifications of an engineering firm versus costs to complete a job. DPW followed the process and set criteria for evaluations and interviewed 3 qualified consultants. After interviews were completed, the 3 candidates were ranked and the negotiation process for scope and costs began with the first ranked firm. Through this process, if an agreement cannot be reached, negotiations can be dropped and begun with second ranked firm and so forth. Through this process, DPW selected a new consultant to manage Construction Engineering Services for this project.

This item consists of approval of a Construction Engineering Services Agreement between the Village and Patrick Engineering, of Lisle IL, that will be eligible for federal cost participation. This agreement will secure the Phase III Construction Engineering services which include, but are not limited to, construction oversight, project administration, inspections, field measurements, project coordination meetings, and other items related to this Phase.

The proposed improvement consists of full depth resurfacing of Illinois Street from Orchard Drive to Western Avenue, full curb and gutter replacement, driveway replacement, sidewalk improvements at intersections, structure adjustment, pavement markings, traffic control, restoration, and any other necessary items. Illinois Ct will also be improved during this project but all construction costs related to Illinois Ct will need to be funded 100% by the Village and are not eligible for 80/20 Division of Cost. The targeted Letting Date for this project is April 26, 2019.

The total estimated costs for this Phase are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction Egr	\$ 111,040	\$ 27,760	\$ 138,800
Total	\$ 111,040	\$ 27,760	\$ 138,800

These services will be funded 100% by the Village's Motor Fuel Tax Fund and then reimbursed 80% back by IDOT through the STP program.

RECOMMENDATION: Approve and enter into this Construction Engineering Services Agreement for Federal Participation with Patrick Engineering of, Lisle, IL, in the amount not to exceed \$138,800 dollars for work associated with improvements to Illinois St.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of January 22, 2019 for approval.

Local Public Agency Village of Park Forest	L O C A L A G E N C Y  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Patrick Engineering Inc.
County Cook			Address 4970 Varsity Drive
Section 16-00103-00-RS			City Lisle
Project No. 7CSR(213)			State IL
Job No. C-91-150-17			Zip Code 60532
Contact Name/Phone/E-mail Address Roderick Ysaguirre/708-503-7702/ rysaguirre@vopf.com	Contact Name/Phone/E-mail Address Jarrod Cebulski/630-795-7468/ jcebulski@patrickco.com		

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name Illinois Street Route FAU 1719 Length 0.7 mile Structure No. N/A

Termini Orchard Drive (FAU 2836) to Western Avenue (FAU 2845)

Description: Road Reconstruction

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

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

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

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

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

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

With Retainage

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

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Patrick Engineering Inc.	36-3008281	\$101,148.00
Sub-Consultants:	TIN Number	Agreement Amount
CERA Solutions	83-0645194	\$19,926.00
Wang Engineering	36-3191909	\$16,175.00
Sub-Consultant Total:		\$36,101
Prime Consultant Total:		\$101,148
Total for all Work:		\$137,249

Executed by the LPA:

Village of Park Forest

(Municipality/Township/County)

ATTEST:

By: _____

Village _____ Clerk

(SEAL)

By: _____

Title: Village Mayor

Executed by the ENGINEER:

Patrick Engineering Inc.

ATTEST:

By: _____

Title: Transportation Manager

By: _____

Title: Vice President

PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Patrick Engineering Inc.
Prime

DATE 10/27/18
PTB-ITEM # 190

CONTRACT TERM 9 MONTHS
START DATE 3/1/2018
RAISE DATE ANNIVERSARY

OVERHEAD RATE 150.19%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

4.5

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.75%

The total escalation for this project would be: **0.75%**

PAYROLL RATES

FIRM NAME Patrick Engineering Inc. **DATE** 10/27/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # 190

ESCALATION FACTOR **0.75%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.53
Project Manager	\$70.00	\$70.53
Project Engineer 3/4	\$59.79	\$60.24
Project Engineer 1/2	\$43.83	\$44.16
Staff Engineer 3	\$41.25	\$41.56
Staff Engineer 2	\$34.68	\$34.94
Staff Engineer 1	\$29.58	\$29.80
Technician	\$23.66	\$23.84
Survey Director	\$66.00	\$66.50
Project Surveyor	\$40.39	\$40.69
Staff Surveyor	\$31.32	\$31.55
Admin Assistant	\$24.82	\$25.01

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PTB-ITEM# 190
PRIME/SUPPLEMENT Prime

DATE 10/27/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Set-Up			Construction Observation			Project Close-Out			Materials Testing			Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.53	0.0																	
Project Manager	70.53	12.0	1.42%	1.00	4	11.11%	7.84										8	28.57%	20.15
Project Engineer 3/4	60.24	0.0																	
Project Engineer 1/2	44.16	580.0	68.40%	30.20	32	88.89%	39.25	500	67.93%	30.00	32	100.00%	44.16	16	100.00%	44.16			
Staff Engineer 3	41.56	0.0																	
Staff Engineer 2	34.94	0.0																	
Staff Engineer 1	29.80	200.0	23.58%	7.03				200	27.17%	8.10									
Technician	23.84	0.0																	
Survey Director	66.50	4.0	0.47%	0.31				4	0.54%	0.36									
Project Surveyor	40.69	16.0	1.89%	0.77				16	2.17%	0.88									
Staff Surveyor	31.55	16.0	1.89%	0.60				16	2.17%	0.69									
Admin Assistant	25.01	20.0	2.36%	0.59													20	71.43%	17.86
		0.0																	
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TOTALS		848.0	100%	\$40.50	36.0	100.00%	\$47.09	736.0	100%	\$40.03	32.0	100%	\$44.16	16.0	100%	\$44.16	28.0	100%	\$38.01

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME CERA Solutions
 PRIME/SUPPLEMENT Prime
 Prepared By Stephen Vaughn

DATE 10/27/18
 PTB-ITEM# 190

CONTRACT TERM 3 MONTHS
 START DATE 5/1/2019
 RAISE DATE 12/31/2019
 END DATE 7/31/2019

OVERHEAD RATE 120.00%
 COMPLEXITY FACTOR 0
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2019	7/31/2019	3	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME CERA Solutions DATE 10/27/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # 190

ESCALATION FACTOR 0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
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Project Engineer I	\$47.50	\$47.50
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AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc
PTB-ITEM# 0
PRIME/SUPPLEMENT Prime

DATE 10/24/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Lab & Field Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer	62.97	0.0														
Project Manager	62.97	8.0	5.93%	3.73	8	5.93%	3.73									
Project Engineer	38.42	34.0	25.19%	9.68	34	25.19%	9.68									
Project Geologist	38.42	0.0														
Materials Tester (Local 150)	40.37	93.0	68.89%	27.81	93	68.89%	27.81									
		0.0														
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TOTALS		135.0	100%	\$41.22	135.0	100.00%	\$41.22	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT
 Prepared By

Wang Engineering, Inc
 Prime
 Gregory Syfert, PE

DATE 10/24/18
 PTB-ITEM# 0

CONTRACT TERM 4 MONTHS
 START DATE 4/1/2019
 RAISE DATE 1/1/2020

OVERHEAD RATE 134.05%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 7/31/2019

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2019	7/31/2019	4	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME
 PRIME/SUPPLEMENT
 PTB-ITEM #

Wang Engineering, Inc DATE
Prime
0

10/24/18

ESCALATION FACTOR **0.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer	\$62.97	\$62.97
Project Manager	\$62.97	\$62.97
Project Engineer	\$38.42	\$38.42
Project Geologist	\$38.42	\$38.42
Materials Tester (Local 150)	\$40.37	\$40.37



Village of Park Forest

Illinois Street, Orchard Road to Western Avenue - Section 16-00103-00-RS

Manhour Estimate for QA HMA & PCC Material Testing and QC Soil/Aggregate Testing

QA PCC testing per Check Sheet 25 (20% of QC tests)

QA HMA testing per Standard Specifications Section 1030 (20% of QC tests)

QC Soils/Aggregates per SSRBC

P181027
10/24/2018

Item No.	Item Description	Unit	Quantity	PM Hours	Lab Hours	Field Hours	Vehicle Day	Comments	Remarks
20200100	EARTH EXCAVATION	CU YD	293					No testing	
20201200	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1425					No testing	
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1393					No testing	
35101600	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	2100.0			10.0	2.0	QC Material Tester (2 - 5 hr day) (set rolling pattern)	Driveways & Sidewalks
	Standard Proctor, CA6	each	1		4				
	Sample pickup	trip				3.0	0.5		
35800100	PREPARATION OF BASE	SQ YD	13925.0			10.0	2.0	QA Material Tester (2 - 5 hr day)	Proof Roll & Cone Penetrometer
35800200	AGGREGATE BASE REPAIR	TON	1129.0					No testing	Edge cross slope
40603080	HMA BINDER COURSE, IL-19.0, N50	TON	1950			8.0	1.0	QA Material Tester	
	Bulk specific gravity of compacted HMA cores	each	7		1.5				
	Maximum specific gravity of bituminous mixtures	each	1		1				
	Relative density of HMA specimens, Gyrotory	each	1		4				
	Mechanical analysis of extracted aggregate	each	1		2				
	Extraction of bitumen from bituminous mixtures	each	1		2				
	Core pickup	trip	1			3.0	0.5		
40603335	HMA SURFACE COURSE, MIX D, N50	TON	1561			8.0	1.0	QA Material Tester	
	Bulk specific gravity of compacted HMA cores	each	7		1.5				
	Maximum specific gravity of bituminous mixtures	each	1		1				
	Relative density of HMA specimens, Gyrotory	each	1		4				
	Mechanical analysis of extracted aggregate	each	1		2				
	Extraction of bitumen from bituminous mixtures	each	1		2				
	Core pickup	trip	1			3.0	0.5		
42300200	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	1500			10.0	2.0	QA Material Tester (2 - 5 hr day)	
	Lab - Concrete Cylinders compressive strength	each	8		3				
	Concrete cylinder pickup	trip	2			6.0	1.0		

Village of Park Forest

Illinois Street, Orchard Road to Western Avenue - Section 16-00103-00-RS

Manhour Estimate for QA HMA & PCC Material Testing and QC Soil/Aggregate Testing

QA PCC testing per Check Sheet 25 (20% of QC tests)

QA HMA testing per Standard Specifications Section 1030 (20% of QC tests)

QC Soils/Aggregates per SSRBC

P181027

10/24/2018

Item No.	Item Description	Unit	Quantity	PM Hours	Lab Hours	Field Hours	Vehicle Day	Comments	Remarks
42300400	PCC DRIVEWAY PAVEMENT, 8 INCH	SQ YD	267			5.0	1.0	QA Material Tester	
	Lab - Concrete Cylinders compressive strength	each	4		1.5				
	Concrete cylinder pickup	trip	1			3.0	0.5		
42400200	PCC SIDEWALK, 5 INCH	SQ FT	2900			5.0	1.0	QA Material Tester	
	Lab - Concrete Cylinders compressive strength	each	4		1.5				
	Concrete cylinder pickup	trip	1			3.0	0.5		
60255500	MANHOLES TO BE ADJUSTED	EACH	2					No testing	
60255800	MANHOLES TO BE ADJUSTED W/NEW Ty 1 F&L	EACH	2					No testing	
60257800	MANHOLES TO BE RECONSTRUCTED	EACH	2					No testing	
60258200	MANHOLES TO BE RECON W/ NEW Ty 1 F&L	EACH	3					No testing	
60260100	INLETS TO BE ADJUSTED	EACH	8					No testing	
60608562	COMB CONCRETE CURB & GUTTER, Ty M-4.12	FOOT	7176			10.0	2.0	QA Material Tester (2 - 5 hr day)	
	Lab - Concrete Cylinders compressive strength	each	8		3				
	Concrete cylinder pickup	trip	2			6.0	1.0		
	Project Manager			8.0					
	Totals =			8.0	34.0	93.0	16.5		
				PM Hours	Lab Hours	Field Hours	Vehicle Day		

AGENDA BRIEFING

DATE: January 15, 2019

TO: Mayor Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Resolution requesting that the Village of Park Forest be allowed to participate in Cook County's No-Cash Bid Program for Tax Delinquent Properties – Unoccupied Residential

BACKGROUND/DISCUSSION:

In September 2018, the Cook County Treasurer's office released a list of tax delinquent properties. After reviewing the list of tax delinquent properties and comparing it with the adopted Strategic Plan for Land Use and Economic Development, staff identified two (2) properties of interest that met the criteria of the Strategic Plan for future redevelopment. The properties are unoccupied single family homes.

180	31-26-403-019-0000	182 Washington	Unoccupied residential
180	31-36-309-001-0000	307 Meota	Unoccupied residential

The Cook County No-Cash Bid Program is an economic development tool designed to assist municipalities and other government jurisdictions to acquire tax delinquent property that is vacant, vacant residential land, or used for commercial or industrial purposes. The application process requires a certified resolution describing the properties sought for acquisition, as well as a number of other documents that will be prepared by staff.

Expenses associated with this process include: attorney's fees; payment to the Cook County Sheriff to service notice; fees for title searches, and minimal acquisition (bid) expenses. While the proposed application includes two (2) properties, between now and the sale dates in 2019, the current owner(s) may pay their outstanding tax bills; the current owner(s) might sell to a new owner and at closing the outstanding tax bills will be paid, or the Village of Park Forest may be out bid in their effort to acquire the properties.

Staff requests your consideration and adoption of the attached Resolution and authorization to proceed with submitting an application package to Cook County to acquire two unoccupied residential properties.

SCHEDULE FOR CONSIDERATION: The Resolution is presented for the Board's consideration at the Regular Meeting, January 22, 2019.

RESOLUTION

**A RESOLUTION REQUESTING THAT THE VILLAGE OF PARK FOREST
BE ALLOWED TO PARTICIPATE IN COOK COUNTY’S NO-CASH BID PROGRAM
FOR TAX DELINQUENT PROPERTIES**

WHEREAS, the Village of Park Forest (“Village”) desires to participate in Cook County’s No-Cash Bid Program for 2019 (“Program”); and

WHEREAS, the purpose of this resolution is to formally request that the Village be able to participate in the Program to acquire the properties set forth herein pursuant to the Cook County’s requirements.

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

SECTION 1. The above recitals are incorporated herein as though fully set forth.

SECTION 2. The Village seeks to acquire the following two (2) properties with the permanent index numbers (“PINs”), volume numbers and current uses listed below, through the Village’s participation in the Program:

180	31-26-403-019-0000	182 Washington	Unoccupied Residential
180	31-36-309-001-0000	307 Meota	Unoccupied Residential

SECTION 3. The Village intends to acquire the unoccupied residential houses to improve the vitality and stability of the residential neighborhoods; and reduce the opportunity for residential vandalism.

SECTION 4. The Village intends to file for tax exempt status at the appropriate time and will maintain the tax exempt status until the tax deeds are conveyed to a developer.

SECTION 5. There have been no third party requests by a developer or organization for the conveyance of the properties by the Village if the Village obtains the properties through the

No-Cash Bid Program.

SECTION 6. The Village will retain the services of legal counsel to obtain the tax deeds for the above listed properties and will bear all legal and other costs associated with acquisition of the parcels.

SECTION 7. The Village shall submit to the Cook County Bureau of Economic Development, No Cash Bid Reports on the status of each parcel for five years or until development is complete, whichever occurs last, as required by the Cook County No Cash Bid Ordinance.

SECTION 8. The Village Manager, or his designee, and the Village Clerk are hereby authorized and directed to execute any and all documents necessary for the Village to participate in the Program and to effectuate the acquisition of the properties referenced herein.

SECTION 9. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2019.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

DATE: January 15, 2019

TO: Mayor Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Resolution requesting that the Village of Park Forest be allowed to participate in Cook County's No-Cash Bid Program for Tax Delinquent Properties - Vacant Land

BACKGROUND/DISCUSSION:

In September 2018, the Cook County Treasurer's office released a list of tax delinquent properties. After reviewing the list of tax delinquent properties and comparing it with the adopted Strategic Plan for Land Use and Economic Development, staff identified two (2) properties of interest that met the criteria of the Strategic Plan for future redevelopment. The properties are vacant residential lots.

180	31-26-416-008-0000	426 Winnebago	Vacant land
180	31-36-412-040-0000	346 Oakwood	Vacant land

The Cook County No-Cash Bid Program is an economic development tool designed to assist municipalities and other government jurisdictions to acquire tax delinquent property that is vacant, vacant residential land, or used for commercial or industrial purposes. The application process requires a certified resolution describing the properties sought for acquisition, as well as a number of other documents that will be prepared by staff.

Expenses associated with this process include: attorney's fees; payment to the Cook County Sheriff to service notice; fees for title searches, and minimal acquisition (bid) expenses. While the proposed application includes two (2) properties, between now and the sale dates in 2019, the current owner(s) may pay their outstanding tax bills; the current owner(s) might sell to a new owner and at closing the outstanding tax bills will be paid, or the Village of Park Forest may be out bid in their effort to acquire the properties.

Staff requests your consideration and adoption of the attached Resolution and authorization to proceed with submitting an application package to Cook County to acquire two vacant residential lots.

SCHEDULE FOR CONSIDERATION: The Resolution is presented for the Board's consideration at the Regular Meeting, January 22, 2019.

RESOLUTION

**A RESOLUTION REQUESTING THAT THE VILLAGE OF PARK FOREST
BE ALLOWED TO PARTICIPATE IN COOK COUNTY’S NO-CASH BID PROGRAM
FOR TAX DELINQUENT PROPERTIES**

WHEREAS, the Village of Park Forest (“Village”) desires to participate in Cook County’s No-Cash Bid Program for 2019 (“Program”); and

WHEREAS, the purpose of this resolution is to formally request that the Village be able to participate in the Program to acquire the properties set forth herein pursuant to the Cook County’s requirements.

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

SECTION 1. The above recitals are incorporated herein as though fully set forth.

SECTION 2. The Village seeks to acquire the following two (2) properties with the permanent index numbers (“PINs”), volume numbers and current uses listed below, through the Village’s participation in the Program:

180	31-26-416-008-0000	426 Winnebago	Vacant land
180	31-36-412-040-0000	346 Oakwood	Vacant land

SECTION 3. The Village intends to acquire the vacant land to improve the vitality and stability of the residential neighborhoods; and reduce the opportunity for residential vandalism.

SECTION 4. The Village intends to file for tax exempt status at the appropriate time and will maintain the tax exempt status until the tax deeds are conveyed to a developer.

SECTION 5. There have been no third party requests by a developer or organization for the conveyance of the properties by the Village if the Village obtains the properties through the No-Cash Bid Program.

SECTION 6. The Village will retain the services of legal counsel to obtain the tax deeds for the above listed properties and will bear all legal and other costs associated with acquisition of the parcels.

SECTION 7. The Village shall submit to the Cook County Bureau of Economic Development, No Cash Bid Reports on the status of each parcel for five years or until development is complete, whichever occurs last, as required by the Cook County No Cash Bid Ordinance.

SECTION 8. The Village Manager, or his designee, and the Village Clerk are hereby authorized and directed to execute any and all documents necessary for the Village to participate in the Program and to effectuate the acquisition of the properties referenced herein.

SECTION 9. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2019.

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Christopher B. Mannino,
Police Chief**

DATE: January 8, 2019

SUBJECT: AN ORDINANCE AMENDING SECTION 2-528 (“SCHEDULE OF FINES/PENALTIES”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO AMEND FINES AND PENALTIES

BACKGROUND/DISCUSSION:

The attached proposed ordinance amendment amends fines and penalties for vehicular standing and parking regulation violations and vehicle compliance violations. Currently, municipal citation fines for compliance vehicle violations and parking fines other than handicap parking violations are set at \$25.00.

In November of 1993, ordinance number 1516 set the amount for vehicle compliance violations at the rate of \$25.00 (with the amount raised to \$50.00 if paid from 10 to 30 days after issuance). While the Village of Park Forest subsequently moved from a compliance citation system (commonly referred to as C-tickets), replacing it with a comprehensive municipal citation system (M-tickets), the amount of \$25.00 for a vehicle compliance infraction under municipal code has remained unchanged for 25 years.

Previously on October 12, 1992, the village board passed an ordinance setting fines for parking violations other than handicap parking violations at \$25.00, with a maximum fine of \$250.00 after failure to pay the fine.

A comparison of minimum parking fines of regional communities showed the following results:

Municipality	Parking
Matteson	\$75
Richton Park	\$50
Olympia Fields	\$50
Crete	\$50
Monee	\$75
Flossmoor	\$50
Glenwood	\$40
Lansing	\$100
Homewood	\$35

Steger	\$25
South Chicago Heights	\$25
Chicago Heights	\$25

The purpose of fine amounts for violations of vehicular standing and parking regulations and vehicle compliance regulations is to provide incentive for voluntary compliance and to serve as a deterrent to violating those regulations. Fines should be high enough to serve as a deterrent, but not so high as to cause a financial impact out of proportion with the seriousness of the violation. The ability of current fines for vehicular standing and parking regulation violations and vehicle compliance violations has been eroded over the quarter of a century that the current fines have been in place. A check of the US Department of Labor Bureau of Labor Statistics CPI Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm) reveals that \$25.00 dollars in October of 1992 had the purchasing power of \$44.58 in October of 2018 (the most recent data available at the time of writing).

A recommended fine amount of \$50.00 for violations of municipal code regulating vehicular standing and parking regulation violations and vehicle compliance violations is comparable to regional communities and comparable to the financial impact of a \$25.00 fine when the municipal code was last amended reference this matter in 1992 and 1993. A recommended increase of \$50.00 in each subsequent failure to pay the fine amount before the subsequent hearing date is also recommended, capped by statute at \$250.00.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda of January 22nd Regular meeting for Final Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-528 (“SCHEDULE OF FINES/PENALTIES”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO AMEND FINES AND PENALTIES

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

Section 1. Village Code Amended. Chapter 2 (Administration), Article VIII (Administrative Adjudication of Certain of Certain Ordinance Violations), Section 2-528 (Schedule of Fines/Penalties) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by changing the underlined language to read as follows:

Sec. 2-528. Schedule of Fines/Penalties

The fine and penalties which shall be imposed shall be as follows:

- (1) For violations of sections under chapters, 66, 86, or 102 of this Code, any compliance violation or violation of any village ordinance regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off-street parking agreements, located within the geographical boundaries of this village, other than for handicapped parking, the fine shall be:
 - a. From the date the citation is issued up to and including the first hearing date, ~~\$25~~ **\$50.00.**
 - b. Upon failure to pay the fine amount by the date of the first hearing date up to the second hearing date, ~~\$50~~ **\$100.00.**
 - c. Upon failure to pay the fine amount by the date of the second hearing date up to the third hearing date, ~~\$100~~ **\$150.00.**
 - d. Upon failure to pay the fine amount by the date of the third hearing date, \$250.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed

Section 3. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Christopher B. Mannino,
Police Chief**

DATE: January 8, 2019

**SUBJECT: AN ORDINANCE AMENDING SECTION 102-66 (“PENALTIES”) OF
THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS, TO AMEND FINES AND
PENALTIES**

BACKGROUND/DISCUSSION:

The attached proposed ordinance amendment amends minimum fines and penalties for violations of failure to purchase and display a vehicle license. Currently, the minimum fine for such violations is \$25.00 and is capped at \$750.00.

On October 12, 1992, the village board passed an ordinance setting fines for violations of the ordinance chapter requiring vehicle stickers at \$25.00.

The purpose of fine amounts is to provide incentive for voluntary compliance and to serve as a deterrent to violating those regulations. The ability of current fines for vehicle sticker violations has been eroded over the quarter of a century that the current fines have been in place. A check of the US Department of Labor, Bureau of Labor Statistics CPI Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm) reveals that \$25.00 dollars in October of 1992 had the purchasing power of \$44.58 in October of 2018 (the most recent data available at the time of writing).

A recommended fine amount of \$50.00 for violations of municipal code regulating vehicle stickers is comparable to the financial impact of a \$25.00 fine when the municipal code was last amended reference this matter in 1992, and is the same for the recommended fine amount for vehicle compliance citations and parking violations.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda of January 22nd Regular Meeting for Final Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 102-66 (“PENALTIES”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO AMEND FINES AND PENALTIES

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

Section 1. Village Code Amended. Chapter 102 (Traffic and Vehicles), Article VI (Vehicle Licenses), Section 102-166 (Penalties) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by changing the underlined language to read as follows:

Sec. 102-166. - Penalties

Every person convicted of a violation of this article shall be fined not less than ~~\$25~~ \$50.00, nor more than \$750.00. A separate offense shall be deemed, committed each day a violation occurs.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: January 8, 2019

**RE: AN ORDINANCE AMENDING CHAPTER 2 OF THE VILLAGE CODE
OF ORDINANCE RELATING TO ANTI-NEPOTISM**

BACKGROUND/DISCUSSION:

The Village of Park Forest is an organization that has had a longstanding culture of merit-based hiring practices. Sec. 2-142 of the Village Code of Ordinances lists the various duties of the office of Village Manager. In particular with regard to the hiring of staff, Sec. 2-142 (2) states specifically “No appointment shall be made upon any basis other than that of merit and fitness.”

Under the Council-Manager form of government, Park Forest’s Village Managers have historically been members of the state affiliation of the International City/County Managers Association (ICMA). For all professional city/village managers/administrators who are official members of ILCMA/ICMA, there exists a code of ethics. One tenet of this code relates to public confidence and that “members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.”

The Village Code and professional ethics statement noted above allow for reasonable interpretation that hiring of staff for the Village should be done in such a manner that avoids any appearance of impropriety with the hiring of unqualified candidates. However, pending the prerogative of the person in the position of Village Manager, he/she could interpret Village code in different ways. Additionally, the incumbent could forego membership in ILCMA/ICMA and any expectation to adhere to a professional code of ethics. To this end, the attached amendment to the Village Code of Ordinances has been written. The amendment adds specific anti-nepotism language prohibiting the hiring of family members and/or family members working together in the same department.

It has been developed with legal counsel review by Village Attorney Felicia Frazier.

SCHEDULE FOR DISCUSSION:

This item will be on the agenda of the January 22nd Regular Meeting for Board Final Reading.

ORDINANCE NO. ____

**AN ORDINANCE AMENDING CHAPTER 2 OF THE VILLAGE
CODE OF ORDINANCE RELATING TO ANTI-NEPOTISM**

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

Section 1: Village Code Amended. Chapter 2 of the Village Code is amended as follows:

DIVISION 2. - MANAGER

Sec. 2-136. - Office established.

There is established the office of manager for the village.

Sec. 2-137. - Appointment.

The manager shall be appointed by the board of trustees. He/**She** shall be appointed without regard to his/**her** political beliefs and need not be a resident of the village when appointed.

Sec. 2-138. - Term of office.

The manager shall be appointed for an indefinite term.

Sec. 2-139. - Administrative head of village government.

The manager shall be the administrative head of the government of the village, and he/**she** shall be responsible for the efficient administration of all village departments.

Sec. 2-140. - Acting manager.

In the absence or disability of the manager the deputy manager shall perform the duties of the manager during such absence or disability, or in the absence or disability of the deputy manager such qualified administrative officer as designated by the village manager shall perform the duties of the manager during such absence or disability. The manager shall appoint the deputy manager.

Sec. 2-141. - Removal from office.

The manager may at any time be removed from office by a majority vote of the board of trustees.

Sec. 2-142. - Powers and duties.

The powers and duties of the manager shall be to:

- (1) Enforce the laws and ordinances within the village.

- (2) Appoint and remove or suspend the village prosecutor, all heads of departments and the heads of divisions thereof. No appointment shall be made upon any basis other than that of merit and fitness.
- (3) Exercise control of all village departments and divisions created by the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and by any section of this Code or ordinance of the village.
- (4) Have all the powers and exercise all the duties granted in the Illinois Municipal Code to municipal clerks and comptrollers with respect to the preparation of a report of the estimated funds necessary to defray the expenses of the village for the fiscal year for the consideration of the **mavor**/president and board of trustees prior to the preparation of the annual appropriation ordinance.
- (5) Attend all meetings of the board of trustees with the right to take part in the discussion but with no right to vote.
- (6) Recommend to the board of trustees for adoption such measures as he/**she** may deem necessary or expedient.
- (7) See that all terms and conditions imposed in favor of the village or its inhabitants in any contract or public utility franchise are faithfully kept and performed.
- (8) Make, in the ordinary course of business, all purchases of materials and supplies necessary for the village as provided for in the annual appropriation ordinance, and in all cases comply with the sections of this Code or statutory provisions as to solicitation of bids.
- (9) Have and exercise the power, authority and duties of any head of a department or division thereof prescribed by this Code or any amendment thereof, during the time when such office shall be vacant or no person shall have been appointed thereto.
- (10) Act, as agent for the local liquor control commissioner, in all matters pertaining to the administration of the licensing and control of the sale of alcoholic liquors within the village and the administration of state statutes and the provisions of this Code and ordinances of the village pertaining thereto.
- (11) Issue all licenses and permits not otherwise provided for by state statutes.
- (12) Recommend to the board of trustees the compensation of all **appointed appointive** officers and employees not otherwise provided for.
- (13) Prescribe rules and regulations for the conduct of the various departments of the village and divisions thereunder.
- (14) Require periodic reports from each department as the village manager may deem necessary.
- (15) Direct any department or division to perform work for any other department or division.
- (16) Prepare and present to the **mavor**/president and board of trustees an annual report of village affairs.
- (17) Perform such other duties as may be prescribed by the Illinois Municipal Code or by this Code or any ordinance or resolution of the board of trustees.

- (18) Execute leases for spaces in downtown Park Forest under the framework of the Master Plan for downtown.

Sec. 2-143. – Anti-Nepotism.

The employment of family can cause various problems, including charges of favoritism, conflicts of interest, family discord and scheduling conflicts that work to the disadvantage of the Village, its employees and elected officials. Issues may include:

- a) **Residents may believe that the related person was employed not on the basis of merit but rather on the basis of the relationship with a current employee or elected official. Whether correct or incorrect, such perception may weaken the credibility of the Village.**
- b) **Submission of an application by a related person creates the risk that other members of the Village may feel pressured to act favorably on the application out of loyalty and the need to work with the related member, rather than on the merits of the application.**
- c) **Those who have supervisory authority over a related person may feel reluctance to properly evaluate or discipline that employee, particularly when the person conducting the evaluation or administering the discipline reports directly to the related employee.**
- d) **The related person may be privy to confidential information maintained by the related employee that they would not typically have access to.**

Therefore, it is policy not to hire family members, as defined below. The practice where an employee is hired through competitive examinations such as a Police or Fire recruitment, administered by the independent Board of Fire and Police Commissioners, will remain until such time legislation changes their authority.

If two employees in the same department or an employee and an elected official become family, regardless if there is a supervisory/subordinate relationship, one of the two must transfer departments, if a position for which he or she is qualified is available. If no position is available, one employee must either voluntarily quit or terminate his/her employment within thirty (30) days of the date in which the two became a family. The choice regarding which employee shall leave, shall be made by the employees. If there is an unwillingness to make a decision, the village manager will make a determination that best suits the Village's needs.

If such a situation exists prior to the official date of this policy, those individuals affected will be allowed to remain in their current positions until such time that a supervisory/subordinate relationship arises at which time the above referenced thirty (30) day factor will apply.

For purposes of this policy the term "immediate family member" is defined as the employee's spouse, civil union spouse/partner, dependent child (biological, foster

or step), father, mother, son, daughter (including step and in-law), sister, brother, grandparent, grandchild.

Section 2: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2019.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

DATE: January 10, 2019

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Related to Chapter 6 (Alcoholic Beverages) of the Code of Ordinances

BACKGROUND/DISCUSSION:

The attached Ordinance addresses several items related to Chapter 6 (Alcoholic Beverages) of the Municipal Code of Ordinances. These items include the following, each of which is described in more detail below:

- Establish a new liquor license classification (class N) allowing for “bring your own beverage”.
- Create a class N liquor license for Artistic Flow, a new business to be located at 200 Main Street, requested by Diona Townsend.
- Removal of a class L (video gaming) liquor license previously approved for Spins and Wins, which was to be located at 80 S. Orchard Drive.
- Add a provision to the Ordinance that limits any appeal to the Illinois Liquor Control Commission to a review of the official record of the proceedings of Village’s local Liquor Control Commissioner.
- Update a reference to the existing license classifications.

New Class N Liquor License

The Village has received an application for a liquor license from a new business (Artistic Flow) to permit “bring your own beverage”. This is a classification that does not currently exist in Chapter 6 (Alcoholic Beverages) of the Village’s Code of Ordinances. Therefore, after researching ordinances in several other Illinois municipalities, Village Staff has developed the following provisions for a new class N liquor license. Note that the State of Illinois does not control “bring your own beverage” liquor licenses.

- a. Patrons over the age of 21 years may bring onto the premises no more than 48 ounces of unopened beer per patron, or no more than 750 milliliters of unopened wine per two patrons, or no more than 750 milliliters of spirits per four patrons.
- b. When alcoholic liquor is available, no one under the age of 18 years may be on the premises. Further, the licensee must have a means of ensuring that persons under 21 years of age do not consume any alcoholic liquor.
- c. At the licensee's discretion, the licensee may require the alcoholic liquor to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service.
- d. Patrons may only consume commercially manufactured alcoholic beverages as defined by 235 ILCS 5/1-3.01 through 3.04.
- e. A partially consumed bottle of wine or spirits or sealed beer bottles/cans that are to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag.

- f. Any alcoholic liquor not consumed by the patron and not sealed in accordance with Section 6-43 (14) e. shall be destroyed by the licensee or its agents or employees.
- g. Class N licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons.
- h. Class N licensees are prohibited from storing alcohol on the premises, unless the licensee also has an appropriate license allowing the retail sale of alcoholic liquors on the premises.
- i. Class N licensees must obtain dram shop and/or host liquor liability insurance coverage.
- j. At all times when alcoholic beverages are being consumed on the premises there shall be present at least one agent or employee of the licensee who is the holder of a valid training certificate issued by a trainer certified by the State of Illinois Liquor Control Commission consistent with Section 6-45 of this Ordinance.
- k. A class N license may be issued to a licensee with a class A (tavern), G (restaurant), H (theater house), I (caterer), or J (recreational facility) license, with no additional fee.

Create a Class N License for Artistic Flow

Diona Townsend, business owner of Artistic Flow, will be opening a new business at 200 Main Street (corner of Main Street/Forest Boulevard) that is proposed to be a “paint and sip” business. The business will have painting classes for patrons of all ages. But, for adult classes the patrons will be able to bring their own alcoholic beverages. In order to permit this to occur, the Village has to create the new class N liquor license, and then approve the license for Artistic Flow.

On December 28, 2018, the Liquor Commissioner, Village Manager, Police Chief, and Village Attorney conducted an interview with Ms. Townsend. She was also required to pass a criminal background check, as mandated by the Village’s ordinance. Based on the interview and background check, the Liquor Commissioner has recommended the issuance of the liquor license for the proposed business.

Remove Class L License Issued to Spins and Wins

On January 22, 2018, the Board approved an ordinance to authorize a class L liquor license for Spins and Wins, a new business proposed at 80 S. Orchard Drive. The business was to be a laundromat with a small area for video gaming. To date, no action has been taken to open this business, and the business owners have informed the Village that they do not intend to open at that location. Therefore, it is appropriate to reduce the number of class L liquor licenses by one.

Appeals to the Illinois Liquor Control Commission

In the event that a liquor license applicant or existing licensee appeals a decision made by the local Liquor Control Commissioner to the Illinois Liquor Control Commission, State Statute permits the municipality to limit the Commission’s review to the official record of the proceedings of the local Commissioner’s meeting. However, in order to limit the appeal in such a manner, this provision must be contained in the Village Code of Ordinances. Therefore, the attached Ordinance proposes amending Section 6-2 to add such a provision.

Update a Reference to Current License Classifications

Section 6-54, Character of licensee’s business, references class A-K licenses. It appears that this section of the Ordinance has not been updated since new license classifications have been added to the Ordinance. Therefore, it needs to be updated to reference all licenses, including class A-N.

The Village Attorney has reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda on January 22, 2019, for First Reading.

ORDINANCE

**AN ORDINANCE RELATED TO CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE I (“IN GENERAL”), SECTION 6-2 (“LOCAL LIQUOR COMMISSIONER”),
ARTICLE II (“LICENSES), SECTION 6-43 (“CLASSIFICATION”), SECTION 6-49
 (“NUMBER LIMITED”), SECTION 6-54 (“CHARACTER OF LICENSEE’S BUSINESS”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL
COUNTIES, ILLINOIS**

WHEREAS, the Village of Park Forest is a home rule unit by virtue of the provisions of the Constitution of the State of Illinois; and

WHEREAS, Illinois Compiled Statutes, Chapter 235, Section 5/7-9, provides that any appeal to the Illinois Liquor Control Commission shall be limited to a review of the official record of the proceedings of the local liquor control commissioner if the city council or board of trustees or county board, as the case may be, has adopted a resolution requiring that such review be on the record; and

WHEREAS, Section 6-43 of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”) establishes the type of alcoholic liquor licenses that may be issued by the Village of Park Forest; and

WHEREAS, Diona Townsend, on behalf of Artistic Flow LLC, has requested consideration for a liquor license to allow for “bring your own beverages”, to be located at 200 Main Street (“Premises”) which request is incorporated herein as though fully set forth; and

WHEREAS, the Village seeks to amend Section 6-43 of the Code of Ordinances to allow for a liquor license classification, to be known as class N, that permits patrons to bring their own alcoholic liquor to the licensed business; and

WHEREAS, the Village seeks to amend the number of class N liquor licenses in the Village to one (1) so as to accommodate the opening of a business at the Premises, pending the issuance of all applicable licenses and other necessary approvals; and

WHEREAS, Jake C. Marthaler and Luke C. Marthaler, on behalf of Marthaler Holdings LLC/DBA Spins and Wins, currently hold a class L (video gaming) license, which authorizes the sale of beer and wine for consumption, under limited circumstances, for the purpose of permitting video gaming; and

WHEREAS, Spins and Wins was proposed to open at 80 S. Orchard Drive, and the licensees have subsequently notified the Village that the business will not open; and

WHEREAS, Section 6-49 of the Village Code provides that the number of licenses in effect at any one time for the sale of liquor shall not exceed two (2) for class L (video gaming) licenses; and

WHEREAS, the Village seeks to amend Section 6-49 regarding the number of class L liquor licenses to one (1) due to the failure of Spins and Wins to open.

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

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

Section 2. Authorization. The Mayor is authorized and directed to execute the Ordinance and the Village Clerk is hereby authorized and directed to attest to the Ordinance in substantially the form presented as determined by the Mayor.

Section 3: Record Review. Chapter 6 ("Alcoholic Beverages"), Article I ("In General"), Section 6-2 ("Local liquor commissioner") of the Village Code is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE I. IN GENERAL

Section 6-2. Local liquor commissioner.

(c) All review or appeal of the actions or orders of the local liquor control commissioner of the Village of Park Forest, Illinois, shall be made by the Illinois Liquor Control Commission on the official record made before the local liquor control commissioner.

Section 4. Classification. Chapter 6 ("Alcoholic Beverages"), Article II ("Licenses"), Section 6-43 ("Classification") of the Village Code of Ordinances is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-43. Classification.

(14) Class N license. A class N license shall authorize the licensee to allow patrons to bring their own alcoholic liquors for consumption on the premises, subject to the following requirements:

- a. Patrons over the age of 21 years may bring onto the premises no more than 48 ounces of unopened beer per patron, or no more than 750 milliliters of unopened wine per two patrons, or no more than 750 milliliters of spirits per four patrons.
- b. When alcoholic liquor is available, no one under the age of 18 years may be on the premises, unless the event is held in a publicly owned facility. Further, the licensee must have a means of ensuring that persons under 21 years of age do not consume any alcoholic liquor.
- c. At the licensee's discretion, the licensee may require the alcoholic liquor to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service.
- d. Patrons may only consume commercially manufactured alcoholic beverages as defined by 235 ILCS 5/1-3.01 through 3.04.
- e. A partially consumed bottle of wine or spirits or sealed beer bottles/cans that are to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag.

- f. Any alcoholic liquor not consumed by the patron and not sealed in accordance with Section 6-43 (14) e. shall be destroyed by the licensee or its agents or employees.
- g. Class N licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons.
- h. Class N licensees are prohibited from storing alcohol on the premises, unless the licensee also has an appropriate license allowing the retail sale of alcoholic liquors on the premises.
- i. Class N licensees must obtain dram shop and/or host liquor liability insurance coverage.
- j. At all times when alcoholic beverages are being consumed on the premises there shall be present at least one agent or employee of the licensee who is the holder of a valid training certificate issued by a trainer certified by the State of Illinois Liquor Control Commission consistent with Section 6-45 of this Ordinance.
- k. A class N license may be issued to a licensee with a class A, G, H, I, or J license, with no additional fee.

Section 5. Number Limited. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Village Code of Ordinances is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-49. Number Limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall be as follows:

<u>Class</u>	<u>Number of licenses</u>
(1) Class A licenses	4
(2) Class B licenses	1
(3) Class C licenses	0
(4) Class D licenses	2
(5) Class E licenses	2
(6) Class F licenses	1
(7) Class G licenses	0
(8) Class H licenses	0
(9) Class I licenses	0
(10) Class J licenses	1

(11)	Class K licenses	as issued
(12)	Class L licenses	2-1
(13)	Class M license	1
(14)	Class N license	<u>1</u>

Section 6. Character of licensee’s business. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-54 (“Character of licensee’s business”) of the Village Code of Ordinances is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

- (a) No person holding an A-~~K~~ N license shall sell, give away or permit to be sold or given away, any alcoholic liquor for consumption on the premises of such licensee unless the principal business of such licensee conducted on such premises meets the applicable license classifications set forth in section 6-43 of this chapter at all times during an applicable license period.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2019.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk



MEMORANDUM

DATE: January 10, 2019

TO: Mayor John Ostenburg
Board of Trustees

FROM: Mark A. Pries, Deputy Village Manager/Finance Director

RE: Updates to Village Purchasing Policy

BACKGROUND/DISCUSSION:

First Update: The last update to the Village's purchasing policy was in 2006 when the State of Illinois increased to formal bidding dollar threshold to \$20,000. Illinois Public Act 100-338 and Illinois Compiled Statute ((65 ILCS 5/8-9-1) and (65 ILCS 5/4-5-11) attached), have set new purchasing limits/bidding guidelines for municipalities with a population less than 500,000. The new limit is \$25,000 and replaces the previous threshold of \$20,000. Rate of inflation increasingly made the \$20,000 limit a burden on staff. The attached Ordinance suggests a revision of the Village's purchasing limits based on the above Public Act. Throughout the Ordinance, the Village Manager's purchasing limit is increased from \$20,000 to \$25,000.

Second Update: The attached purchasing policy also removes the requirement that a change order on any project has to be less than \$10,000 in order to avoid the mandatory rebidding of the project. The policy already contains the following guidelines for allowing a change order:

- Is not of such a size or nature as to undermine the integrity of the original bidding process;
- Is germane to the original contract;
- Does not exceed 20 percent of the contract amount or term; or
- Is approved by the board of trustees.

These guidelines allow for a large project to proceed forward without being slowed by a change order of \$10,000 or more. In addition to the \$10,000 maximum being stricken from the policy, the requirement of all change orders being reported to the Board has been added.

Third Update: The last update is due to a new State law. Public Act 100-0968 removes the requirement to publicly bid architectural, engineering and land surveying services for an emergency project that costs less than \$40,000.

SCHEDULE FOR CONSIDERATION:

This issue will be on the agenda of the January 22, 2019 Regular Meeting for first reading.

(65 ILCS 5/8-9-1) (from Ch. 24, par. 8-9-1)

Sec. 8-9-1. In municipalities of less than 500,000 except as otherwise provided in Articles 4 and 5 any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$25,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the aldermen or trustees then holding office; or (2) in the following manner, if authorized by a vote of two-thirds of all the aldermen or trustees then holding office, to-wit: the commissioner of public works or other proper officers to be designated by ordinance, shall superintend and cause to be carried out the construction of the work or other public improvement and shall employ exclusively for the performance of all manual labor thereon, laborers and artisans whom the municipality shall pay by the day or hour; and all material of the value of \$25,000 and upward used in the construction of the work or other public improvement, shall be purchased by contract let to the lowest responsible bidder in the manner to be prescribed by ordinance. However, nothing contained in this section shall apply to any contract by a city, village or incorporated town with the federal government or any agency thereof.

In every city which has adopted Division 1 of Article 10, every such laborer or artisan shall be certified by the civil service commission to the commissioner of public works or other proper officers, in accordance with the requirement of that division.

In municipalities of 500,000 or more population the letting of contracts for work or other public improvements of the character described in this section shall be governed by the provisions of Division 10 of this Article 8.

(Source: P.A. 100-338, eff. 8-25-17.)

(65 ILCS 5/4-5-11) (from Ch. 24, par. 4-5-11)

Sec. 4-5-11. Except as otherwise provided, all contracts, of whatever character, pertaining to public improvement, or to the maintenance of the public property of a municipality involving an outlay of \$10,000 or more, shall be based upon specifications to be approved by the council. Any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$25,000, shall be constructed as follows:

By a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of 4 of the 5 council members elected; or

In the following manner, if authorized by a vote of 4 of the 5 council members elected: the commissioner of public works or other proper officers to be designated by ordinance, shall superintend and cause to be carried out the construction of the work or other public improvement and shall employ exclusively for the performance of all manual labor thereon, laborers and artisans whom the city or village shall pay by the day or hour, but all material of the value of \$25,000 and upward used in the construction of the work or other public improvement, shall be purchased by contract let to the lowest responsible bidder in the manner to be prescribed by ordinance.

Nothing contained in this Section shall apply to any contract by a municipality with the United States of America or any agency thereof.

(Source: P.A. 100-338, eff. 8-25-17.)

AN ACT concerning local government.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Local Government Professional Services Selection Act is amended by changing Section 8 as follows:

(50 ILCS 510/8) (from Ch. 85, par. 6408)

Sec. 8. Waiver of competition. A political subdivision may waive the requirements of Sections 4, 5, and 6 if it determines, by resolution, that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than \$40,000 ~~\$25,000~~. This amount shall be increased annually by a percentage equal to the annual unadjusted percentage increase, if any, as determined by the consumer price index-u.

For purposes of this Section, "consumer price index-u" means the index published by the Bureau of Labor Statistics of the United States Department of Labor that measures the average change in prices of goods and services purchased by all urban consumers, United States city average, all items, 1982-84=100.

(Source: P.A. 87-1034.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, PURCHASING POLICIES

BE IT ORDAINED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that Chapter 2 is, hereby, amended to read as follows:

Sec. 2-454. Contracts for supplies.

All contracts for supplies of any kind or nature let by any village officer, where the amount of such contract exceeds ~~\$20,000~~ \$25,000, shall be let as follows:

- (1) The village manager shall be the general purchasing agent of the village, and the village manager or his designee shall purchase all materials, supplies, services and equipment necessary for the operation of the village;
- (2) The village board of trustees shall approve all purchases when the expense thereof exceeds ~~\$20,000~~ \$25,000 and reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid and to make award to the response deemed to be the most advantageous to the village and which shall be the lowest responsible bidder; and
- (3) Purchases may be made or contracts awarded by the village manager without public bidding, if an operating emergency occurs which affects the public health, safety or welfare; however, the village manager shall report any emergency purchases in excess of ~~\$20,000~~ \$25,000 to the board of trustees at its next regular meeting following such emergency purchase; and
- (4) Certain purchases, which by their nature are not adapted to award by public bidding, shall be exempt from public bidding and shall include:
 - a. Professional service contracts,
 - b. Items available only from a single source,
 - c. Utilities,
 - d. Magazines, books or similar articles of an educational or instructional nature,
 - e. Procurements through state, local, federal or other government agency contracts,
 - f. Classifieds,
 - g. License and permits,
 - h. Maintenance or equipment servicing contracts performed by the manufacturer or authorized service agent,
 - i. Contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness,
 - j. Testing necessary to develop a qualified products list,
 - k. Items purchased for resale not resulting in a net loss,

1. Other purchases with the approval of a simple majority plus one of the board of trustees present at any regularly scheduled meeting of the board of trustees.

Sec. 2-455. Contract for work or public improvements.

All contracts for any work or other public improvements, other than supplies, when the expense thereof exceeds ~~\$20,000~~ **\$25,000**, shall be let as set forth in section 2-454. (Code 1966, § 2-19; Ord. No. 1484, § I, 10-12-92)

Sec. 2-496. Purchasing policies.

(a) *Purpose.*

(1) Purchasing Objectives.

- a. It is the purpose of this section to establish that the principle of competitive bidding and economical procurement practices shall be applicable to all purchases as herein described.
- b. The village shall encourage and actively promote local businesses and minority- and woman-owned business enterprises to bid on village purchases.
- c. The village manager shall be the general purchasing agent of the village. The village manager or his/her designee(s) shall purchase all materials, supplies, services, and equipment necessary for the operation of the village.
- d. Procurement procedures shall be consistent with any applicable federal, state, and local laws, and any contractual obligations with other governmental agencies.
- e. The purchasing requirements as herein established are to be construed as minimum requirements, which do not restrict those authorized to make purchases for the village to go beyond these requirements.
- f. The purchasing requirements will not necessarily govern every purchasing situation which may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the village manager.

(2) Competitive bidding requirements.

a. General rules and requirements.

1. All purchases shall be competitively bid based on the requirements set forth herein, except as otherwise provided herein.
2. The purchasing requirements, as herein described, shall also apply to leases, where the village is the lessee, where the total amount of the lease payments shall be construed as the total purchase amount.
3. No purchases shall be split into parts for the purpose of avoiding the provision of the otherwise applicable bidding requirements.
4. Purchases which are competitively bid shall be generally awarded to the lowest responsible bidder. For the purpose of this section, "responsible bidder" shall mean a bidder who, in the opinion of the village, is best qualified to carry out

the terms of the contract, considering not only the price, but the bidder's financial stability, experience, reputation, and the quality of its services or product. However, the village shall go beyond the cost also and consider longevity, delivery time, service cost, reliability, experience, qualifications, quality and suitability of the goods for the purpose intended and amount of village labor associated with the purchase when making a purchase. The village may, in its discretion, award a bid based partially or wholly for reasons other than price alone.

5. Bulk purchases and interdepartmental purchases are encouraged in order to take advantage of quantity discounts.
 6. Explanations for purchases which were not incorporated into the fiscal year budget and which cost in excess of \$2,500 shall be documented and attached to the informal or formal bid sheets as provided in the following paragraph 2 (b)(2) and (3).
- b. Informal bids for purchases in excess of \$2,500 and up to ~~\$20,000~~ **\$25,000**
1. For all purchases in excess of \$2,500 and up to ~~\$20,000~~ **\$25,000**, three or more quotations shall be obtained as provided in paragraphs 2 (b) (2) and (3) and the order shall be awarded to the lowest responsible bidder.
 2. Quotations shall normally be obtained by telephone or fax except when the specifications cannot be effectively expressed orally. In this case, a written request for quotation will be sent to potential bidders.
 3. All quotations shall be documented on an informal bid sheet (see appendix A). If three quotations cannot be obtained, or if other than the lowest quote is being recommended for purchase, the reasons shall be documented on the informal bid sheet.
 4. A copy of the informal bid sheet shall be attached to a purchase order, which is completed and approved prior to making a purchase. The original shall be maintained in the project file. The purchase order shall be signed by the department head and co-signed by the village manager or the deputy village manager for purchases in excess of \$2,500 and up to ~~\$20,000~~ **\$25,000**. The assistant finance director may be the co-signer for purchases in excess of \$2,500 and up to \$10,000.
 5. Purchases of \$2,500 or less may be made without bids or purchase orders, although the responsibility still exists for making the most economical purchases through periodic bidding or spot price checks.
- c. Formal bids for purchases in excess of ~~\$20,000~~ **\$25,000**
1. For all purchases in excess of ~~\$20,000~~ **\$25,000**, quotations shall be obtained as provided in paragraph 2 (c)(2) and (3), and the contract shall be awarded to the lowest responsible bidder except for the reasons specified above in the General Rules and Requirements.
 2. Quotations shall be obtained through the use of bidders' lists and by publishing notice of a request for bids in a newspaper of general circulation throughout the village and/or applicable trade publications. Such notice shall simultaneously be posted on a readily accessible bulletin board in the village hall.

3. Advertisement for bids shall be published at least ten days, excluding Sundays and legal holidays, in advance of the due date announced in the advertisement for bid opening.
 4. At a minimum, all requests for bids shall include the time, date, and location of the bid opening, general conditions and requirements, detailed specifications, a proposal sheet requiring the bidders signature, and any other information deemed appropriate to maximize competition.
 5. All formal bids must be sealed and submitted to the village prior to the date and time stated for the opening of bids.
 6. Formal bid results shall be documented on a formal bid sheet (see appendix B). If three bids cannot be obtained, or if other than the lowest bid is being recommended for purchase, the reasons shall be documented along with the formal bid sheet.
 7. All contracts to be awarded pursuant to formal bids shall be approved by the Board of trustees.
 8. The formal bid sheet shall be attached to a purchase order, which shall be completed and approved prior to making a purchase. The purchase order shall be signed by the department head and co-signed by the village manager or the deputy village manager in his/her absence.
- d. Term contracts.
1. Bids for supply contracts for a definite term may be sought for supplies, materials, services or equipment.
 2. Term-supply contracts shall be awarded pursuant to the informal and formal bid procedures in paragraphs 2 (b) and (c).
- e. Construction contracts.
1. For construction contracts in excess of \$50,000.00, bids shall be secured by a certified check, bank draft, satisfactory bid bond, or approved letter of credit, in the amount of five percent of the total bid price.
 2. The successful bidder on all construction contracts shall also be required to furnish and pay for satisfactory performance, labor and material payment bonds in the amount of 100 percent of the contract amount and any other security required by law or by the specifications for the particular project.
 3. Bid deposits shall be held for a period as is specified in the bidding instructions.
 4. No bid shall be withdrawn for a period of 30 days or the time indicated in the contract subsequent to the opening of bids without the consent of the village.
 5. Insurance coverage shall be required of the bidders. The extent of coverage and terms shall be included in the bidding instructions.
 6. All construction contracts shall include provisions that the successful bidder comply with the prevailing wage rates.

(3) Emergency procurements.

- a. Purchases may be made or contracts awarded by the village manager without competitive bidding, if an operating emergency occurs which affects the public health, safety, or welfare, where the amount thereof is not in excess of \$40,000.00.

1. The public hearing, evaluation procedure and selection procedure for the selection of architectural, engineering or land surveying services in an emergency situation for a project that is expected to cost less than \$40,000 is waived. The \$40,000 amount shall be increased annually by a percentage equal to the annual unadjusted percentage increase, if any, to the consumer price index-u (CPI-U). This provision shall take effect 1-1-2019 as defined by P.A. 100-0968.

- b. The village manager shall report any emergency purchases in excess of ~~\$20,000~~ **\$25,000** to the board of trustees at its next regular meeting following said emergency purchase, giving the name of the vendor, date, description of the item or items purchased, the amount of the purchase, the nature of the merchandise, and the justification of the emergency purchase.
- c. The head of the department making an emergency purchase, as defined in paragraph (3) (a), which is in excess of \$2,500, shall report to the village manager in writing the details of the emergency and the necessary purchase.

(4) Bid exemptions.

- a. The following contracts, and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the competitive bid procedures specified by paragraph 2:
1. Service contracts with individuals or firms holding a professional license or possessing a high degree of performance;
 2. Items available only from a single source;
 3. Utilities;
 4. Purchases of magazines, papers, books or similar articles of an educational or instructional nature;
 5. Procurements through state, local, federal or other government agency contracts;
 6. Classifieds;
 7. Licenses and permits;
 8. Contracts for maintaining or servicing equipment, providing repair parts or supplies for equipment, which are made with the manufacturers or authorized service agent of that equipment, where the provision of parts, supplies, maintenance or servicing can best be performed by the manufacturer or authorized service agent;
 9. Contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness;
 10. Testing necessary to develop a qualified products list;
 11. Items purchased for resale not resulting in a net loss.

- b. Purchases meeting any of the above mentioned bid exemptions, but which are in excess of ~~\$20,000~~ \$25,000, shall require approval by the board of trustees.
 - c. Purchases exempt from competitive bid procedures shall use competitive negotiation or requests for proposal where applicable.
 - d. The board of trustees may waive competitive bidding for other contracts. The board of trustees shall, however, first consider the recommendations of the village manager regarding such waiver.
- (5) Opening of bids.
- a. All formal bids shall be opened publicly by the purchasing agent or by a department head or his/her designee at the time and place stated in the invitation for bids.
 - b. All formal bids shall be open to public inspection for a period of at least 48 hours before a contract is awarded, except such information that discloses proprietary or financial information submitted in response to qualification statements.
- (6) Rejection of bids.
- a. The village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder, and to make award to the response deemed to be the most advantageous to the village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the grounds of age, race, color, handicap, sex, sexual orientation, national origin, or religious creed.
 - b. Any bid not in conformity with the specifications or requirements set forth by the village in the bid invitation may be rejected.
- (7) Award of bid.
- a. Formal bid submission shall be tabulated and a recommendation shall be prepared by the department making a purchase subject to the formal bid requirements provided in paragraph 2 (c), and sent to the village manager for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.
 - b. The village manager shall send a recommendation and tabulation of all formal bids received, for purchases meeting the requirements provided in paragraph 2 (c), to the president and board of trustees for consideration of awarding a formal contract.
- (8) Termination of contracts. Any bidder may be suspended or disqualified from participation in the bidding process for violation of village ordinances, or for failure to abide by past contracts with the village or with other governmental bodies.
- (9) Change orders. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- a. Is not of such a size or nature as to undermine the integrity of the original bidding process;
- b. Is germane to the original contract;
- c. Does not exceed 20 percent of the contract amount or term; ~~and or~~
- d. ~~Does not involve an additional expenditure of \$10,000 or more; or~~
- e. Is approved by the board of trustees.

All change orders to formally bid projects shall be reported to the board of trustees.

(10) Petty cash.

- a. Petty cash accounts may be established, with the approval of the village manager, to expedite miscellaneous small purchases. Petty cash can be used by all departments for facilitating the transaction of village business, but shall not normally be authorized for purchases in excess of \$100.00.
- b. The use of petty cash shall be limited to:
 - 1. The purchase of items which are not ordinarily on hand in the village.
 - 2. The payment of handling or C.O.D. charges for goods delivered.
 - 3. Small purchases that must be made in a timely fashion.
- c. Petty cash requests must be accompanied by a receipt and approved by a petty cash signatory designated by the village manager.

XI. This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Adopted this ____ day of _____, 2019.

Ayes ____
 Nays ____
 Absent ____

APPROVED:

ATTESTS:

 Mayor

 Village Clerk

**VILLAGE OF PARK FOREST
INFORMAL BID LIST**
(For Purchases in excess of \$2,500 and up to ~~\$20,000~~ **\$25,000**)

Vendors:

1. _____ 2. _____ 3. _____

**Note: Include the name of the vendor's representative from whom the quote is received.
If necessary, use more than one sheet.**

Quantity	Description	Vendor #1	Vendor #2	Vendor #3

TOTAL:

Signed (person obtaining quotes)

Date

Comments:

**VILLAGE OF PARK FOREST
FORMAL BID SHEET**

Item(s)

Bid Opening Date

Vendors	Base Bid Amount	* Other	Net Bid Amount	Bid Security

Signed

Attest

* Other — Trade-in, delivery costs, etc.

**VILLAGE OF PARK FOREST
PURCHASING/DISBURSEMENT REQUIREMENTS: SUMMARY**

Per the Village of Park Forest's Purchasing Guidelines, the following matrix summarizes the required documents and signatures for all Village purchases and disbursements, excluding petty cash, expense reports; payroll related payments and utility payments:

Purchase Amount	Documents	Signatures
\$20,001 \$25,001 +	<ul style="list-style-type: none"> - Purchase Order - Formal Bid Results - Voucher 	<ul style="list-style-type: none"> - Dept. Head & Village Mgr. (DVM in his/her absence) - Board approval required - Department Head
\$2,501 - \$20,000 \$25,000	<ul style="list-style-type: none"> - Purchase Order - Informal Bid Sheet - Voucher 	<ul style="list-style-type: none"> - Dept. Head & Vill. Mgr. or DVM - Ass't. Finance Director (\$2,501 - \$10,000) - Department Head
\$1 — \$2,500	<ul style="list-style-type: none"> - Informal quotes encouraged but not required. - Voucher 	<ul style="list-style-type: none"> - N/A - Department Head

Other Requirements:

- a) All vouchers, which approve the payment of purchase, must be signed by the Department Head of the department making the purchase;
- b) Purchase orders (P.O.'s) are not required for purchases of \$2,500 or less;
- c) P. O.'s when required, are to be completed and approved before purchases are made;
- d) If a purchase is exempt from bidding, the reason should be written on the purchase order;
- e) Purchases, as herein described, also apply to leases, where the total amount of the lease payments should be construed as the total purchase amount.
- f) Purchase orders for formal bid purchases approved by the President and Board of Trustees shall note the date of the approval by the Board.

Purchase Order Procedures

Petty Cash accounts have been established to expedite miscellaneous small purchases. Petty Cash can be used by all departments for facilitating the transaction of Village business, but will not normally be authorized for purchases in excess of \$100. Petty cash will be limited to:

- a) The purchase of items which are not ordinarily on hand in the Village.
- b) The payment of handling or C.O.D. charges for goods delivered.
- c) Small purchases that must be made in a timely fashion.

Petty cash requests must be accompanied by a receipt and signed by the Department Head or his/her designate.

AGENDA BRIEFING

DATE: January 16, 2019
TO: Mayor John Ostenburg
Board of Trustees
FROM: Tracy Natyshok, Fire Chief
RE: Proposed Village Ordinances changes

BACKGROUND/DISCUSSION:

Approximately every three to four years the Village updates its fire codes to coincide with the International Code Council updates. Currently the Village uses 2012 edition of the International Fire Code with local amendments.

Every three years, the International Code Council (ICC) revises its codes to provide the most current and up to date code references to its member communities. These code changes are often reflective of new building construction methods, technological improvements or as the result of incidents resulting in the tragic loss of life. The Fire Department reviews these revisions and makes recommendations for adoption, with amendments, by the Village Board. The Fire Code is adopted in conjunction with the Building Code set to maintain the integrity of Village's codes. The 2018 Building code set was previously adopted in October and went into effect January 1, 2019.

Since the ICC International Fire Code is designed at a general standard level, they need to be modified to reflect the local jurisdiction. Adjustments in the language are necessary to meet the Village's standards. The proposed ordinance incorporates these qualifications to make it consistent with the Village's codes.

CONCLUSION:

To remain current with trends in fire code and to keep in conjunction with the Building Department's recent adoption of the 2018 ICC code sets the Fire Department recommends the adoption of the 2018 International Fire Code with local amendments to go into effect immediately upon approval of the Village Board.

SCHEDULE FOR DISCUSSION: This item will appear on the agenda of the regular meeting of January 22, 2019, for First Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE II OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties that Chapter 42 of the Code of Ordinances of the Village of Park Forest is hereby amended as follows:

Section 42-43. Adopted.

Section 42-43. Adopted, is hereby amended by deleting in its entirety and replacing it with the following:

There is hereby adopted by the Board of Trustees of the Village of Park Forest, Illinois for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that the International Fire Code, prepared and recommended by the International Code Council, particularly the 2018 edition thereof, save and except for such portions as are herein deleted, modified, or amended in section 42-44. These regulations as set forth herein shall be known as the Fire Prevention Code of the Village of Park Forest, Illinois and are herein referred to in this article as such.

Section 42-44. Amendments.

Section 42-44. Amendments, is hereby amended by deleting the section in its entirety and replacing it with the following:

Section 42-44. Amendments

The International Fire Code, 2018, adopted in Section 42-43 is amended as follows:

SECTION 101.1 Title shall be amended by deleting [NAME OF JURISDICTION] and replacing it with “the Village of Park Forest”.

SECTION 106 Fees. Shall be amended to add to SECTION 106.2 Table 106.2 Schedule of Fees

	Fee
Operational Permits	\$50.00
Construction Permits Based On The Valuation Of Work	
\$250.00 to \$1,500.00	\$60.00
\$1,501.00 to \$2,000.00	\$100.00
\$2,001.00 and over	\$100.00, plus \$10.00 per thousand on valuations over \$2,001.00

SECTION 110.4 Violation penalties is amended by deleting the wording “shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment” and replacing it with “shall be punishable by a fine of not more than \$750.00 dollars for any one offense in addition to any other legal or equitable remedies available to the Village.”

SECTION 110.4 Violation penalties is further amended by adding the following section:

SECTION 110.4.2 Reinspection fee. A fee of \$50.00 shall be charged for each subsequent reinspection in any instance where a previously cited code violation has not been corrected after a completed first reinspection.

SECTION 307.1.1 Prohibited open burning is amended by deleting it in its entirety and replacing it with the following:

SECTION 307.1.1 Prohibited open burning. No person shall burn or cause to be burned on private or public property in the village any of the following: Trimmings from trees and bushes; vegetable matter; paper or other combustible debris; refuse; waste, rubbish; garbage; green, wet, painted or treated wood; wood products containing glue, binders or chemicals; plastics or other synthetic organic products; magazines, colored paper or gift wrap.

Exception: A permitted exception to this section shall be ecological burns conducted under the auspices of village personnel for which a permit has been obtained from the appropriate state or county agency.

SECTION 307.4.3 PORTABLE OUTDOOR FIREPLACES, is amended to adding the following section:

SECTION 307.4.3.1 Permitted burning materials. It shall be lawful to burn clean, dry, non-painted or treated wood in an outdoor wood burning device, sold and marketed specifically for outdoor residential use, of no more than eight cubic feet in capacity, which has been certified as safe and efficient by a nationally-recognized agency in the business of certifying such devices, under the following conditions:

- (a) No such fire may be burned during an ozone alert covering the village declared by the environmental protection agency or similar authority;
- (b) No such fire may be burned when the last reported outdoor temperature at the village weather station is 90 degrees Fahrenheit or higher; and
- (c) The fire shall be situated so as to avoid the escape of smoke, fumes or noxious gases onto neighboring properties in such quantities as to create a nuisance or to endanger or injure the health of any person.

- (d) The fire code official or his designee is authorized to order the extinguishment of the fire if the burning creates or adds to a hazardous or objectionable situation.

SECTION 316.0 Hazards to Fire Fighters is amended by adding Sections 316.7, 316.7.1, 316.7.2 and 316.7.3 as follows:

SECTION 316.7 Wood truss roof signs:

SECTION 316.7.1 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Property Owner. Any person, firm or corporation having a legal title or interest in the property

Sign. A nine-inch (minimum) by three-inch piece of aluminum or stainless steel stock plate, 1/8 inch thick (minimum), covered with red 3M diamond grade reflective film or equivalent. Located at the center of the sign is a white 3M diamond grade reflective letter “T” which is three inches (minimum) in height.

Wooden Trusses. A wooden roof or floor structure support system consisting of a group of triangles arranged in a single plane in such a manner that loads applied at the points of the intersections of the structural members will cause only direct stresses, tension or compression, within the structural members. Wooden truss assemblies may include, but are not limited to, the following general types of construction: bowstring, warren, saw tooth, k truss, scissors, cambered fink, hammerbeam, pratt, fink, and inverted queen post.

SECTION 316.7.2. Required signage. The owner of any commercial or industrial structure which has a wooden truss assembly shall be required to mount warning signs meeting the following minimum requirements:

- (1) Size and construction. Each sign required to be installed in accordance with this chapter shall be of the size and construction defined.

Mounting locations and height from finished grade. A sign shall be mounted directly to the right of each series of entrance doors (front, rear and sides of the building or structure) at a height of five feet up from finished grade. Additional signs may be required by the Fire Code Official when the distance between entrance doors or the length of a series of entrance doors would require additional warning signs for visibility by Fire Department personnel.

SECTION 306.7.3 Property owner responsibility. It shall be the responsibility of each property owner to attach, maintain and prevent obstruction of any warning signs required to be attached to the building or structure.

SECTION 403.12.3.2 Crowd managers is amended by adding the following section:

SECTION 403.12.3.2.1 Additional Crowd manager training. Crowd managers and crowd manager supervisors shall receive additional training every two years or at an interval approved by the authority having jurisdiction.

SECTION 503.3 Marking is amended by adding the following text at the end, “All curbs within designated fire lanes shall be completely painted in high visibility yellow to further designate the boundaries of the fire lane.”

SECTION 503.4 Obstructions of fire apparatus access roads is amended by adding the following text at the end, “Exception: Fire department vehicles shall be permitted to park in designated fire lanes and no parking lanes while on official business to facilitate quick response to emergency calls.”

SECTION 503 Fire Apparatus Access Roads, is amended by adding Sections 503.4.2, 503.7, 503.7.1, 503.7.2, and 503.7.3 as follows:

SECTION 503.4.2 Alterations to fire apparatus access roads. It shall be unlawful for the owner of any property containing required and designated fire lanes to reconfigure the parking area and/or fire access roads without a permit (as issued by the building department) and approval by the fire code officials.

SECTION 503.7 Penalties for fire access road violations.

SECTION 503.7.1 Liability for violation. Whenever any vehicle has been parked in violation of this section of the Code, the person in whose name such vehicle is registered shall be responsible for such violation and subject to penalty as provided in section 110 of this Code.

SECTION 503.7.2 Towing illegally parked vehicles. The police department is authorized to have towed away and stored, at the registered owner's expense, any vehicle parked in violation of this Code.

SECTION 503.7.3 Enforcement. Law enforcement personnel and fire code officials are authorized to enforce the provisions of this Code. Such enforcement includes citing of the offending vehicle or person, citing of the offending property owner and causing offending vehicles to be towed, as required.

SECTION 606 ELEVATOR OPERATION, MAINTENANCE AND FIRE SERVICE KEYS, is amended by adding: SECTION 606.9 Emergency access. Each elevator lobby door shall be provided with a means of emergency access into each elevator car by fire department personnel. Keys shall be provided to the fire department capable of securing entry into elevator cars from any floor level.

SECTION 901.6.3 Records is amended by adding section 901.6.3.2 Record Submittals. Contractors who perform inspection, testing, and/or maintenance services shall electronically submit all compliant and non-compliant records to the Park Forest Fire Department via a method approved by the Fire Chief.

SECTION 903.2 is deleted in its entirety and replaced with the following:

SECTION 903.2 Where required. Approved automatic fire sprinkler systems shall be provided in all new buildings. An automatic sprinkler system shall be designed to meet the criteria set forth in NFPA 13, 13R or 13D. All newly constructed one and two family and manufactured homes within the village shall be designed and installed to meet the criteria found in NFPA 13D. Newly constructed low rise residential occupancies and attached single-family (townhomes) of three or more families shall be designed and installed to meet the criteria found in NFPA 13R. The design and installation of automatic sprinkler systems in all other occupancy classifications shall meet the requirements of NFPA 13.

Exception: Group U occupancies shall be evaluated by the code official to determine its fire and life hazard and shall be protected accordingly.

In addition to those requirements set forth in NFPA 13, the following requirements shall be met:

- (a) All control valves for the sprinkler system must be supervised with tamper switches.
- (b) Separate control valve(s) are required for each floor in a multi-story building and for each occupancy in a multi-unit commercial building. Separate flow switches are required for each floor/occupancy as set forth above.
- (c) The fire department connection shall be installed near the main entrance to the occupancy. The connection shall be located at least forty (40) feet, but not more than one hundred (100) feet, from a fire hydrant. NFPA 13 systems shall have a 5 inch Stortz connection on a 45 degree elbow.
- (d) Pipe used in a NFPA 13 automatic sprinkler systems shall be of steel construction.
- (e) The entire automatic sprinkler system shall be supervised, zoned, and annunciated in accordance with NFPA 13 and 72 of the International Fire Prevention Code in effect in the village at the time of building construction for which a sprinkler system is required. Additionally, all flow switches shall be connected to a strobe light so as to activate the strobe light when an alarm condition exists. Said strobe light shall be located on the front of the occupancy as close as possible to the main entrance or as approved by the fire official.
- (f) A village fire department representative shall be present when an underground main for a sprinkler system is flushed. This test shall require 48 hour notice to the fire department prior to the time of the test. The property owner or the property owner's contractor or official representative must be present at the time of the test in order to execute any applicable certification documents.
- (g) Piping between the exterior fire department connection and the check valve in the fire department inlet pipe shall be hydrostatically tested in the same manner as the balance of the system. This test shall require 48-hour notice to the fire department prior to the time of the test. A village fire department representative and the property owner or the property owner's contractor or official representative must be present at the time of the test in order to execute any applicable certification documents.

- (h) As built drawings shall be submitted to the fire department prior to final inspection of the installed sprinkler system. Drawings shall be submitted to the fire department electronically.

SECTION 904.12.2 System interconnection is amended by adding the following wording: “In occupancies with a fire alarm system meeting the minimum requirements of NFPA 72-10, the activation of the fire extinguishing system shall also cause the actuation of the fire alarm system.”

SECTION 907.6.6 Monitoring shall be amended by deleting it in its entirety and replacing it with it with SECTION 907.6.6 Monitoring. Fire alarm systems required by this chapter of the *International Fire Code* shall be monitored by the fire department’s dispatch center or by an UL listed central station monitoring agency providing monitoring services as an approved central station in accordance with NFPA 72. An UL listed central station providing monitoring services as a proprietary supervising station or as a remote supervising station shall not be approved.

EXCEPTION: Monitoring by a supervising station is not required for:

1. Single or multiple-station smoke alarms, unless otherwise specified.
2. Smoke detectors in Group I-3 occupancies.
3. *Automatic sprinkler systems* in one- and two-family dwellings.

SECTION 1029.2 Assembly main exit is amended by adding the following text at the end: “Exception: The main exit shall be of sufficient width to accommodate not less than two-thirds of the occupant load in new assembly occupancies of the following types:

- (a) Dance clubs
- (b) Casinos (gaming areas)
- (c) Night clubs
- (d) Taverns and bars
- (e) Assembly occupancies with festival seating.

SECTION 1103.5 Sprinkler systems. Is amended by deleting the wording 1103.5.4 and inserting 1103.5.5

SECTION 1103.5 Is further amended by adding SECTION 1103.5.5 An automatic fire sprinkler system as required in Amended Section 903.2 shall be provided throughout any existing buildings and structures under the following conditions as determined by the fire code official:

1. When adding an addition that is greater than fifty (50) percent of the square footage of the current building or structure.
2. When permit-requiring alterations to the current configuration are greater than fifty (50) percent of the square footage of the building or structure.
3. When permit-requiring damages to be repaired are greater than fifty (50) percent of the square footage of the building or structure.

Note: Section 1103.5 is adopted to supersede the International Residential Code and the International Building Code as adopted by the Village.

Exception: The above stated area calculations shall not include residential accessory buildings like garages, sheds, pool houses or similar structures.

SECTION 1104.5 Illumination emergency power is amended by deleting the exception following Item 1. Group A having 50 or more occupants, *“Any Assembly occupancy used exclusively as a place of worship and having an occupant load of less than 300.”*

SECTION 5601.1.3. Fireworks is amended by deleting it in its entirety, replacing it with the following wording and by adding Section 5601.1.3.1:

SECTION 5601.1.3 Possession, sale, and use of fireworks. Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership, or corporation to knowingly possess, gift, offer for sale, expose for sale, sell at retail, or use or explode any display fireworks, flame effects, or consumer fireworks; provided that the Village shall have power to adopt reasonable rules and regulations for the granting of permits for pyrotechnic and consumer displays.

Exceptions:

1. Storage handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
3. Use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100 – 185, for consumer fireworks.

SECTION 5601.1.3.1 Prohibited Fireworks. Fireworks shall mean and include any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, sky rockets, Roman candles, bombs or other fireworks of like construction and any fireworks containing any explosive compound; or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects

Exceptions:

1. The term "fireworks" shall not include snake or glow worm pellets; smoke devices; sparklers; trick noisemakers known as "party poppers", "booby traps", "snappers", "trick matches", "cigarette loads" and "auto burglar alarms"; toy pistols, toy canes, toy guns, or other devices in which paper or

plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps which contain less than twenty-five hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

2. The sale and use of sparklers on public property is prohibited.

SECTION 5601.2 Permits required is amended by deleting it in its entirety and replacing it with “SECTION 5601.2 Permits required. Permits shall be required as set forth in Section 105.6 and regulated in accordance with this section. Permits for pyrotechnic and consumer fireworks displays may be granted in the discretion of the Fire Chief, provided the requirements of Section 2.1 or Section 2.2 of the *Fireworks Use Act*, 425 ILCS 35/0.01 *et seq.*, as applicable, have been met.”