

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, 350 VICTORY DRIVE, PARK FOREST, ILLINOIS COOK AND WILL COUNTIES

Village Hall - Boardroom

7:00 p.m.

November 7, 2022

1. Estimated 2022 Tax Levy
2. An ordinance amending Village code related to smoking lounges and retail tobacco shops
3. An ordinance amending the Village's health and sanitation code related to smoking, vaping, e-cigarettes, etc. in establishments and smoking lounges
4. An ordinance amending Village code permitting drive-thrus in combination with gas stations
5. Acquisition of One (1) 2023 Ford Police Interceptor SUV
6. Awarding 2023 Sewer Cleaning and TV Contract
7. 2022-2023 Street Salt Purchase

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

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.

AGENDA BRIEFING

DATE: October 28, 2022
TO: Mayor Jon Vanderbilt
Board of Trustees
FROM: Mark A. Pries, Deputy Village Manager /Finance Director
RE: Estimated 2022 Tax Levy

BACKGROUND DISCUSSION: Attached is the estimated 2022 tax levy resolution for the Village. By law, the Village must adopt an annual estimated tax levy at least 20 days prior to adopting the actual tax levy ordinance. This estimated tax levy resolution will be on the November 21 Board agenda for adoption. First reading of the 2022 Tax Levy ordinance is scheduled for November 21. A public hearing is required for the first Board meeting in December (if the levy increase is more than 5% above the previous year) with the final levy adopted at the regular meeting on December 12. Historically, Park Forest has conducted a public hearing even in years when the levy increase has been below the 5% mandate; the proposed tax levy for 2022 has a 0% increase. The 2023/2024 Budget will be funded by the 2022 levy. The tax levy consists of six separate categories. Each category is evaluated separately to determine levy needs. The categories are as follows:

GENERAL CORPORATE

In evaluating levy needs, increases in operating costs are assessed. Salaries and benefits are the largest expense for the Village. In the General Fund, salaries and benefits represent \$20,950,749, or 66%, of the total \$31,562,687 operating budget. Police and Fire personnel represent 71% of total salaries and benefits. The dollar increase presented in the proposed levy assumes a 3% annual salary increase for all Village personnel, consistent with the Fire and Police contracts, a 7% increase for health insurance and a 2% increase in other operating expenditures. The net result of levy needs and the use of General Fund fund balance on the general corporate property tax base is as follows:

2022 Tax Levy

GENERAL CORPORATE

Salaries 3%	\$ 401,000
Health Insurance 7%	151,000
Other Expenditures 2%*	<u>138,000</u>
Subtotal 2022 Tax Levy Needs	\$ 690,000

Subtotal 2022 Tax Levy Needs	\$ 690,000
<u>Other Expenditures 2%* from 2021</u>	(145,000)
<u>FICA and IMRF</u>	(143,270)
<u>Bonds and Interest Reduction</u>	(10,534)
<u>Pension Funds Needs to Meet ARC</u>	286,979
<u>Health Insurance Savings FY 2022</u>	(260,791)
<u>IRMA Interest Credit</u>	<u>(100,000)</u>
Amount Needed for Operations	\$ 317,384
Utilize Portion of Fund Balance:**	<u>(317,384)</u>
	\$ 0

* Other expenditures include capital outlays, utilities, postage, legal, etc.

** Utilizing \$317,384 of fund balance leaves a 5.86 month reserve.

BONDS & INTEREST

The IEPA loan that funded the water plant construction was refunded (refinanced) via a General Obligation (G.O.) bond issuance in June, 2021. Since the Water Fund will fully pay the annual debt service for the 2021 G.O. Refunding Bonds, the entire amount from the levy schedule will need to be abated. The 2012B bonds, which were issued to refinance an earlier bond issue that raised funds for capital improvement projects including the new fire station, will have \$52,700 abated from its levy amount.

The recommended bond abatement and levy are as follows:

	<u>Actual Debt Service</u>	<u>Funded From Other Sources (Abated)</u>	<u>Bond Levy</u>
General Fund	\$ 302,700	\$ 52,700	\$ 250,000
Water Fund	<u>1,017,800</u>	<u>1,017,800</u>	<u>0</u>
Total:	\$ 1,320,500	\$ 1,070,500	\$ 250,000

The Village is able to abate a total of \$1,070,500 in the bond and interest levy.

IMRF & FICA

The Village pays a designated percentage of salary for retirement benefits which is determined by the Illinois Municipal Retirement Fund. FICA costs are always at a set amount of 7.65%. The 2022 levy will decrease for both IMRF and FICA by \$143,270 in order to fully cover the expected costs for FY 23-24.

2021 IMRF levy	\$652,587
2022 IMRF levy	<u>528,768</u>
Decrease in Levy	\$(123,819)

2021 FICA levy	\$566,464
2022 FICA levy	<u>547,013</u>
Decrease in Levy	\$ (19,451)

POLICE & FIRE PENSIONS

The levy amount for the Police and Fire pensions are actuarially determined. Police and Fire pension benefit legislation adopted by the State legislature adds to municipal pension costs as do Police and Fire disability pensions. The Police Pension Fund earned an 5.60% investment return for Fiscal 2022, based on a 5-year “smoothed” (averaged) calculation. Actual earnings for just FY 21-22 by itself were (13.88%).

2021 Police Pension levy	\$ 2,852,569
Actuarial Recommended Increase	<u>299,584</u>
2022 Police Pension levy	\$ 3,152,153

The Fire Pension Fund had actual returns last year of (11.54%). However, the Fund’s actuarial report must average the returns over a 5-year period, so the “smoothed” return used for FY 21-22 was 6.69%. The actuarial funding recommendation is as follows:

2021 Fire Pension levy	\$ 1,720,792
Actuarial Recommended Increase	<u>(12,605)</u>
2022 Fire Pension levy	\$ 1,708,187

Below is summary information for the pension funds:

	<u>Police</u>	<u>Fire</u>
Actuarial Value of Assets	\$ 26,896,418	\$ 17,701,881
Levy Request	3,152,153	1,708,187
Percent Funded	45.20%	51.60%
Actuarial Rate of Return	5.60%	6.69%

The Village has historically fully funded the actuarial recommendations for both funds, with the exception being the 2019 levy.

LEVY SUMMARY

	<u>Original 2021 Levy</u>	<u>Extended 2021 Levy</u>	<u>Proposed 2022 Levy</u>
General Corporate	\$ 12,798,805	\$13,122,010	\$ 12,988,835
Bonds & Interest	250,000	260,534	250,000
IMRF	636,490	652,587	528,768
FICA	552,481	566,464	547,013
Police Pension	2,782,272	2,852,569	3,152,153
Fire Pension	<u>1,678,384</u>	<u>1,720,792</u>	<u>1,708,187</u>
Village Levy	\$ 18,698,432	\$19,174,956	\$ 19,174,956
Library	<u>2,089,938</u>	<u>2,142,782</u>	<u>1,739,938</u>
Combined	\$ 20,788,370	\$ 21,317,739	\$ 20,914,894
Combined Increase over Extended Levy:		-1.89%	

The Village portion of the 2022 tax levy contains a 0% increase. **This is the third time in the last five years the Village will adopt a 0% increase in its tax levy.** Adding in the Library’s levy request, which decreased from the prior year extended levy by \$402,844, brings the overall levy to a decrease of 1.89% compared to the 2021 extended tax levy. Cook County adds a loss factor to the original levy to allow for uncollected taxes. Any change to the levy represents a change to the extended levy. This is the “Truth in Taxation” Statutory requirement.

SCHEDULED FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of November 7, 2022 for Board discussion.

VILLAGE OF PARK FOREST

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AN ESTIMATED 2022
PROPERTY TAX LEVY**

ADOPTED BY THE
BOARD OF TRUSTEES
VILLAGE OF PARK FOREST

This ____ day of _____, 2022

Published in pamphlet form by authority of the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, this ____ day of _____, 2022.

CERTIFICATE:

Sheila McGann, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AN ESTIMATED 2022
PROPERTY TAX LEVY**

WHEREAS, the *Truth in Taxation Law*, 35 ILCS 200/18-55 *et seq.* (“Truth in Taxation Law”), requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than 20 days prior to the official adoption of the aggregate tax levy of the Village of Park Forest (“Village”); and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the Village's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the amount of property taxes extended or estimated to be extended on the Village’s aggregate levy, including Library, for 2021 was \$21,317,739 ; and

WHEREAS, it is hereby determined that the estimated aggregate levy necessary for the year 2022, including Library, upon the taxable property of the Village is \$20,914,894.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Estimated 2022 Tax Levy. The estimated aggregate levy for the year 2022, including Library, is \$20,914,894.

Section 3. Tax Levy for 2021. The estimated aggregate levy for the year 2022, including Library, does not exceed 105% of the taxes extended, including any amount abated prior to such extension, on the aggregate levy of the Village, including Library, for the year 2021.

Section 4. Truth in Taxation Law. In light of Sections 2 and 3 above, the provisions of sections 18-65 through 18-85 of the Truth in Taxation Law do not apply to the adoption of the 2022 aggregate levy, including Library, and the Village is not required to publish notice of or conduct a hearing thereon; however, the Village will publish notice and conduct a hearing on the 2022 aggregate levy, including Library, to keep the public informed.

Section 5. Severability and Repeal of Inconsistent Resolutions and Ordinances. Any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All existing resolutions

and ordinances of the Village of Park Forest are hereby repealed insofar as they may be inconsistent with the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

PASSED this ___ day of _____, 2022

TRUSTEES:

Theresa Settles:	Aye - ___	Nay - ___	Absent - ___
Tiffani Graham:	Aye - ___	Nay - ___	Absent - ___
Candyce Herron:	Aye - ___	Nay - ___	Absent - ___
Joseph Woods:	Aye - ___	Nay - ___	Absent - ___
Maya Hardy:	Aye - ___	Nay - ___	Absent - ___
Erin I. Slone:	Aye - ___	Nay - ___	Absent - ___

Jonathan Vanderbilt: Aye - ___ Nay - ___ Absent - ___

TOTALS: AYE - ___ NAY - ___ ABSENT - ___

APPROVED this ___ day of _____, 2022

Jonathan Vanderbilt, Mayor of the Board of
Trustees of the Village of Park Forest

ATTEST:

Sheila McGann, Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
COUNTY OF WILL)

CERTIFICATE

I, SHEILA McGANN, Village Clerk of the Village of Park Forest, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____ , “A RESOLUTION ADOPTING AN ESTIMATED 2022 PROPERTY TAX LEVY,” which was adopted by the corporate authorities of the Village of Park Forest, on _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Park Forest, Illinois aforesaid, at the said Village, in the Counties of Cook and Will and State of Illinois, on _____, 2022.

SHEILA McGANN, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
COUNTY OF WILL)

CERTIFICATION OF COMPLIANCE WITH THE TRUTH IN TAXATION LAW

I, Jonathan Vanderbilt, do hereby certify that I am Mayor of the Village of Park Forest, Counties of Cook and Will, State of Illinois.

I do further certify that the Board of Trustees of the Village of Park Forest (“Village”) adopted “A RESOLUTION ADOPTING AN ESTIMATED 2022 PROPERTY TAX LEVY,” at a regularly convened meeting held on the ____ day of November, 2022, said date being at least 20 days preceding the adoption of the aggregate tax levy of the Village.

I do further certify that the estimated amount of taxes necessary to be levied for the year 2022, and the estimated aggregate levy of the Village for 2022 as adopted, does not exceed 105% of the amount of taxes extended or estimated to be extended, exclusive of election costs and bond and interest costs, and including any amount abated prior to such extension, upon the levy of the Village for 2021, such that the provisions of sections 18-65 through 18-85 of the Truth in Taxation Law were not applicable to the adoption of said 2022 estimated aggregate levy.

Jonathan Vanderbilt, Mayor

AGENDA BRIEFING

DATE: November 1, 2022

TO: Mayor Vanderbilt
Board of Trustees

FROM: Andrew J. Brown, AICP
Planner

Sandra Zoellner
Director of Economic Development and Planning

RE: Consideration of an Ordinance Approving a Text Amendment to Table III-2-A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance

BACKGROUND/DISCUSSION:

At their regular meeting of October 25, 2022, the Planning and Zoning Commission (PZC) conducted a public hearing to consider a proposal from Staff to amend the Unified Development Ordinance (UDO) to permit Retail Tobacco Stores and Smoking Lounges in the C-2, Mixed Use, and C-3, Corridor Commercial, zoning districts, apply use standards to the new uses, and define the uses in the UDO. As required by Village Ordinance and State Statute, public notice of the hearing was posted in the *Daily Southtown Newspaper*. No responses were received from the public prior to the public hearing.

The main goals of this text amendment are to make it more feasible to develop property relative to current uses allowed per the UDO, address a specific community need for a specific use, and add clarification to the UDO. This amendment will permit retail tobacco stores and smoking lounges within the C-2 and C-3 zoning districts provided they comply with all use standards and definition of uses which are also being proposed in this Ordinance.

Retail tobacco store is defined in Chapter 50, Health and Sanitation, Article III. Smoking, Section 50-98, however, this definition does not flow into the UDO, which is important when communicating with developers or potential tenants and enforcing regulation. Further, smoking lounges are not defined within Village Ordinances. Both of these business types – while similar – are different uses and, as such, require similar but different use standards and definitions which are also included in this Ordinance.

Retail tobacco stores are proposed to not be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use. Additionally, retail tobacco stores are being recommended to provide annual sales to determine the percentage of sales derived from the

sale of tobacco. Lastly, the proposed use standards would state that no one under the age of 21 may enter the premises.

Smoking lounges have similar but different use standards. For instance, it is proposed that no smoking lounge may be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use. Additionally, it is proposed that no entrance shall be located within 15 feet of any entrance to an enclosed area in which smoking is prohibited. The proposed Ordinance would require smoking lounges to provide annual sales to determine the percentage of sales derived from the sale of tobacco. The proposed Ordinance would allow on-site consumption of tobacco products. However, the business must be in good standing with a valid business registration and valid tobacco dealer license. Building codes for proper ventilation must be followed. All efforts should be made by the smoking lounge operator to neutralize odor and smoke from leaving the premises. Lastly, the proposed use standards would state that no one under the age of 21 may enter the premises.

Notably, the staff proposed text amendments were amended during the Planning and Zoning Commission meeting on October 25, 2022. The last use standard which prohibits entry to anyone under the age of 21 was added to align with the definition of a retail tobacco store in Chapter 50, Health and Sanitation, Article II, Smoking Section 50-98, which prohibits the entry to anyone 18 or younger. The Planning and Zoning Commission included the age of 21 to comply with state and federal law.

SCHEDULE FOR CONSIDERATION: This item will appear on the November 7th Rules Meeting Agenda for discussion and the November 7th Special Regular Meeting Agenda for First Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEXT AMENDMENT TO TABLE III-2-A. (USE TABLE), SECTION III-3 (USE STANDARDS), AND SECTION XII-2 (DEFINITION OF TERMS) OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE VILLAGE OF PARK FOREST, ILLINOIS

WHEREAS, Article VIII-3.E. of the Village of Park Forest Unified Development Ordinance (“UDO”) establishes a process for Zoning Text and Map Amendments after consideration by the Planning and Zoning Commission and approval by the Board of Trustees; and

WHEREAS, on October 9, 2022, a notice of public hearing for the Application was published in The Daily Southtown, a newspaper of general circulation within the Village; and

WHEREAS, the Planning and Zoning Commission conducted the public hearing to consider the Application on October 25, 2022; and

WHEREAS, upon the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of amendments as amended to Table III-2.A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance, as set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that approving the Zoning Text Amendment serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

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

Section 3. **Zoning Text Amendment to Table III-2-A. Granted.** Table III-2-A. (Use Table) of Article III (Uses) of Appendix A (Unified Development Ordinance) of the Code of Ordinances of the Village of Park Forest is hereby amended by adding the following underlined text:

Table III-2-A. Use Table

Commercial	C-1	C-2	C-3	M	R-1	R-2	R-3	R-4	
<u>Retail Tobacco Store</u>		<u>P</u>	<u>P</u>						<u>See § III-3.EE</u>
<u>Smoking Lounge</u>		<u>P</u>	<u>P</u>						<u>See § III-3.FE</u>

Section 4. Zoning Text Amendment to Section III-3 Granted. Section III-3. (Use Standards) of Article III (Uses) of Appendix A (Unified Development Ordinance) of the Code of Ordinances of the Village of Park Forest is hereby amended by adding the following underlined text:

§ III-3 Use Standards

The following standards apply to uses as designated in the “Use Standards” column of Table III-2-A. Use Table.

EE. Retail Tobacco Store

1. Location. No retail tobacco store may be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use.
2. Sales. Licensed dealer must provide annual sales and percentage of sales derived from the sale of loose tobacco, cigars, cigarette, pipes, et cetera.
3. Entrance Prohibited. Entrance shall not be permitted to anyone under the age of 21.

FF. Smoking Lounge

1. Location.
 - a. No smoking lounge may be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use.
 - b. No entrance shall be located within 15 feet of any entrance to an enclosed area in which smoking is prohibited.
2. Sales. Licensed dealer must provide annual sales and percentage of sales derived from the sale of loose tobacco, cigars, cigarette, pipes, et cetera.
3. On-Site Consumption. On-site consumption of tobacco products may occur if the business is in good standing with a valid business registration and valid tobacco dealer license. Building codes for proper ventilation must be followed. All efforts should be made by the smoking lounge operator to neutralize odor and smoke from leaving the premises.
4. Entrance Prohibited. Entrance shall not be permitted to anyone under the age of 21.

Section 5. Zoning Text Amendment to Section XII-2 Granted. Section XII-2. (Definition of Terms) of Article XII (Definitions) of Appendix A (Unified Development Ordinance) of the Code of Ordinances of the Village of Park Forest is hereby amended by adding the following underlined text:

Retail Tobacco Store: A retail establishment that derives more than eighty (80) percent of its gross revenue from the sale of loose tobacco and cigars, cigarettes, pipes, electronic cigarettes, electronic hookahs, and other smoking devises for burning and/or heating tobacco and related smoking accessories and in which the sale of other products is merely incidental. Retail Tobacco Store does not include a tobacco department or section of a Retail Goods Establishment, grocery store, clothing

store, jewelry store, appliance store, electronics store, furniture store, office supply store, bookstore, or sporting goods store. A “Retail Tobacco Store” does not include “Adult Use,” “Medical Marijuana Dispensary,” or any establishment with any type of liquor, food, or restaurant license.

Smoking Lounge: A business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, tobacco clubs, tobacco bars, etc. [collectively referred to as "smoking lounge(s)"]. A “Smoking Lounge” must derive eighty (80) percent of its gross revenue from the sale of loose tobacco, cigars, cigarettes, pipes, and other smoking devices for the explicit burning of tobacco and related smoking accessories and in which the sale of other products is merely incidental. Hookah bars, hookah cafes, hookah lounges, and cannabis cafes are not included in this definition.

Section 6. Severability. 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.

PASSED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2022 pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Tiffani Graham				
Maya Hardy				
Candyce Herron				
Theresa Settles				
Erin Slone				
Joseph Woods				
Jonathan Vanderbilt				
TOTAL:				

APPROVED:

ATTEST:

Jonathan Vanderbilt, Mayor

Sheila McGann, Village Clerk

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Planning and Zoning Commission

DATE: October 31, 2022

RE: Recommendation – Request for a Text Amendment to Table III-2-A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance

Recommendation

At the regular meeting of October 25, 2022, the Planning and Zoning Commission considered a Text Amendment to Table III-2-A-Use Table, Section III-3-Use Standards, and Section XII-2-Definition of Terms of the Unified Development Ordinance. Full details of this request are included in the attached Staff report.

After taking public comment and discussing this request, the Planning and Zoning Commission voted 5-0 to recommend approval of the proposed Text Amendment as amended. The amendment to the Text Amendment included adding the following Use Standard to each use: “Entrance Prohibited. Entrance shall not be permitted to anyone under the age of 21.”

A Text Amendment may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on a balance of Standards for Text Amendments established by Article VIII-3.E.3. The required standards are noted below, with the Commission’s specific findings as related to this request.

- a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public. *The Commission voted four to one that this standard was met.*
- b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment. *The Commission unanimously concurred that this standard is met.*
- c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner. *The Commission voted four to one that this standard was met.*
- d. The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property. *The Commission unanimously concurred that this standard is met.*
- e. The proposed amendment addresses the community need for a specific use. *The Commission unanimously concurred that this standard is met.*
- f. The proposed amendment corrects an error, adds clarification, or reflects a change in policy. *The Commission unanimously concurred that this standard is met.*

- g. The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities. *The Planning and Zoning Commission determined that this standard is not applicable.*
- h. The proposed amendment is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village. *The Commission unanimously concurred that this standard is met.*

Best regards,
Vernita Wickliffe-Lewis, Chair

MEMORANDUM

TO: Planning and Zoning Commission

FROM: Andrew Brown, AICP
Planner

DATE: October 18, 2022

RE: NEW BUSINESS – Planning & Zoning Commission Meeting October 25, 2022
Public Hearing to consider a Text Amendment to Table III-2-A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance

Background

Tobacco Shops are referred to in the in the December 11, 2017, version of the Uniform Development Ordinance (UDO), Section XII-2 (Definition of Terms) to better define a “Retail Goods Establishment” (see page 353). However, “Tobacco Shops” are not defined in the UDO, are not included in Table III-2-A - Use Table, and subsequently do not have Use Standards which would be found in Section XII-2. Further, the term “Tobacco Shop” is not a referenced phrase in Village’s Code of Ordinances. Instead, the phrase “Retail Tobacco Store” is used.

Retail tobacco store is defined in Chapter 50, Health and Sanitation, Article III. Smoking, Section 50-98, Definitions as “any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.”

Retail tobacco dealers are defined in Chapter 22, Business, Article II Business Registration Certificates, Division 11, Section 22-401, as “any person selling, offering for sale, exposing for sale, or keeping with the intention of selling or exchanging at retail cigarettes or tobacco in any form or any alternative nicotine product or electronic cigarette.” Section 22-402 also requires a retail tobacco dealer to apply for a tobacco license through the village clerk.

While smoking is prohibited in public places, it is allowed in the following areas:

- 1) Private residences or a home-based business of any kind open to the public except when used as a licensed childcare, adult day care facility or health care facility.
- 2) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than 25 percent of the rooms rented to guests in a hotel or motel may be so designated.
- 3) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain, as the case may be, in a room where smoking is permitted.
- 4) Private clubs or lodges

For more context, the process to become a licensed tobacco dealer is as follows: applicants pay a \$75 fee and complete an application packet. They must have a valid business registration. Once this is

completed – *and pending a complete packet* - the Department of Economic Development and Planning provides the applicant their tobacco license. Currently, five tobacco licenses are active in Park Forest.

Public Hearing Requirements

As required by the UDO, notice of this public hearing was published in the *Daily Southtown Newspaper* on October 9, 2022. No other notice is required for text amendments. Any additional comments received prior to the Public Hearing will be reported at the Planning and Zoning Commission meeting.

This request is being considered by the Planning and Zoning Commission pursuant to Article VIII-3.E. of the UDO (Zoning Text and Map Amendments), which provides that the Planning and Zoning Commission shall hold public hearings on all requests for text amendments and shall make its recommendations to the Board of Trustees. A text amendment may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on the Standards for Zoning Amendments established by Article VIII-3.E.3.

The required standards for zoning amendments are noted below, and a worksheet has been attached to assist the Planning and Zoning Commission in drafting its findings related to the requested amendment. Note that these standards are written to apply to both text and map amendments, and the standard for a recommendation for approval is “based on a balance of the standards”. This is a lower standard than that established for a recommendation for approval of a variation, which is “based on each of the standards”.

- a) The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- b) The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- c) The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- d) The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property.
- e) The proposed amendment addresses the community need for a specific use.
- f) The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- g) The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities.
- h) The proposed variation is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village.

Proposed Text Amendment

The proposed text amendment will amend three parts of the UDO: Section XII-2 (Definition of Terms), Section III-3 (Use Standards); and Table III-2-A (Use Table). These are purposefully introduced in a reverse order to encourage a foundation of the definition of the use prior to describing proposed Use Standards and permitted Zoning Districts

Definition of Terms

The proposed text amendment will remove the phrase Tobacco Shop within the Definition of Terms and instead introduce and define Retail Tobacco Store and Smoking Lounge. This change is to better align this use with other parts of the Village Code of Ordinances where the phrase retail tobacco store is used. This will reduce ambiguity between terms and the need for interpretation by Village Staff or Elected Officials.

The definition of Retail Tobacco Store is proposed as follows: “A retail establishment that derives more than eighty (80) percent of its gross revenue from the sale of loose tobacco and cigars, cigarettes, pipes, electronic cigarettes, electronic hookahs, and other smoking devices for burning and/or heating tobacco and related smoking accessories and in which the sale of other products is merely incidental. Retail Tobacco Store does not include a tobacco department or section of a Retail Goods Establishment, grocery store, clothing store, jewelry store, appliance store, electronics store, furniture store, office supply store, bookstore, or sporting goods store. A “Retail Tobacco Store” does not include “Adult Use,” “Medical Marijuana Dispensary,” or any establishment with any type of liquor, food, or restaurant license.”

The definition of Smoking Lounge is proposed as follows: “A business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, tobacco clubs, tobacco bars, etc. [collectively referred to as "smoking lounge(s)"]. A “Smoking Lounge” must derive eighty (80) percent of its gross revenue from the sale of loose tobacco, cigars, cigarettes, pipes, and other smoking devices for the explicit burning of tobacco and related smoking accessories and in which the sale of other products is merely incidental. Hookah bars, hookah cafes, hookah lounges, and cannabis cafes are not included in this definition.”

Use Standards

This text amendment will also define Use Standards for Retail Tobacco Stores and Smoking Lounges within Section III-3. Use Standards for Retail Tobacco Stores and Smoking Lounges would prohibit the location of these uses within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home. Additionally, Smoking Lounges should be developed and/or built in a manner that neutralizes or eliminates any odor or smoke from leaving the property and/or premises.

Use Table

These two uses would be permitted within C-2 Mixed-Use Commercial Districts and C-3 Corridor Commercial Districts.

The following is the specific text amendment proposed and how it may appear. Underlined language is proposed to be added.

Article III: Uses
§ III-2 Use Table

- A. Use Table. Table III-2-A. Use Table establishes the uses allowed in each zoning district. Each use is given one of the following designations for each zoning district.
1. Permitted Use (“P”). A “P” indicates that the use is allowed by right within the designated district provided that it meets all applicable use standards set forth in § III-3 (Use Standards).
 2. Special Use (“S”). An “S” indicates that the use requires the approval of a special use permit (refer to § VIII-3.C (Special Use Permit)) in order to be allowed within the designated district provided that it meets all applicable use standards set forth in § III-3 (Use Standards).
 3. No Designation. The absence of a letter (a blank space) or the absence of the use from the table indicates that the use is not allowed within the designated district.
- B. Use Standards. Uses that are designated as “Permitted Uses” or “Special Uses” may have use standards that must be met, as established in § III-3 (Use Standards).

Table III-2-A. Use Table

Commercial	C-1	C-2	C-3	M	R-1	R-2	R-3	R-4	
<u>Retail Tobacco Store</u>		<u>P</u>	<u>P</u>						<u>See § III-3.EE</u>
<u>Smoking Lounge</u>		<u>P</u>	<u>P</u>						<u>See § III-3.FF</u>

§ III-3 Use Standards

The following standards apply to uses as designated in the “Use Standards” column of Table III-2-A. Use Table.

EE. Retail Tobacco Store

1. Location. No retail tobacco store may be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use.
2. Sales. Licensed dealer must provide annual sales and percentage of sales derived from the sale of loose tobacco, cigars, cigarette, pipes, et cetera.

FF. Smoking Lounge

1. Location.
 - a. No smoking lounge may be located within 100 feet of the property line of a pre-existing public or private preschool or elementary school, a public or private secondary school, a day care center, or a day care home for persons under the age of 18 years (“protected uses”). In multi-tenant buildings, the property line is defined as the building walls of the protected use, including any outdoor area set aside for the protected use.
 - b. No entrance shall be located within 15 feet of any entrance to an enclosed area in which smoking is prohibited.

2. Sales. Licensed dealer must provide annual sales and percentage of sales derived from the sale of loose tobacco, cigars, cigarette, pipes, et cetera.
3. On-Site Consumption. On-site consumption of tobacco products may occur if the business is in good standing with a valid business registration and valid tobacco dealer license. Building codes for proper ventilation must be followed. All efforts should be made by the smoking lounge operator to neutralize odor and smoke from leaving the premises.

Article XII: Definitions

§XII-2 Definition of Terms

Retail Tobacco Store: A retail establishment that derives more than eighty (80) percent of its gross revenue from the sale of loose tobacco and cigars, cigarettes, pipes, electronic cigarettes, electronic hookahs, and other smoking devises for burning and/or heating tobacco and related smoking accessories and in which the sale of other products is merely incidental. Retail Tobacco Store does not include a tobacco department or section of a Retail Goods Establishment, grocery store, clothing store, jewelry store, appliance store, electronics store, furniture store, office supply store, bookstore, or sporting goods store. A “Retail Tobacco Store” does not include “Adult Use,” “Medical Marijuana Dispensary,” or any establishment with any type of liquor, food, or restaurant license.

Smoking Lounge: A business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, tobacco clubs, tobacco bars, etc. [collectively referred to as "smoking lounge(s)"]. A “Smoking Lounge” must derive eighty (80) percent of its gross revenue from the sale of loose tobacco, cigars, cigarettes, pipes, and other smoking devices for the explicit burning of tobacco and related smoking accessories and in which the sale of other products is merely incidental. Hookah bars, hookah cafes, hookah lounges, and cannabis cafes are not included in this definition.

* * * *

Staff Recommendation

Staff recommends approval of the text amendments related to Table III-2-A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance.

Planning and Zoning Commission Action

After conducting the public hearing, the Planning and Zoning Commission is asked to consider this proposal for a Text Amendment to Table III-2-A. (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance, and make a recommendation to the Board of Trustees on this proposal.

AGENDA BRIEFING

DATE: November 2, 2022

TO: Mayor Vanderbilt
Board of Trustees

FROM: Andrew Brown
Planner

Sandra Zoellner
Department of Economic Development and Planning

RE: An Ordinance Amending Article III – Smoking, of Chapter 50 – Health and Sanitation of the Municipal Code of the Village of Park Forest to Align with other parts of the Municipal Code and Update Definitions to Comply with Federal and State Law

BACKGROUND/DISCUSSION:

Approval is sought to amend Chapter 50, Article III of the Municipal Code of the Village of Park Forest to address aligning this Article with other chapters and appendix within the Municipal Code of Park Forest. Three definitions, retail tobacco store, secondhand smoke or involuntary smoking, and smoking need to be updated to comply with US and align with Chapter 22, Division 10, Section 22-401 definitions. Currently, the retail tobacco store definition does not permit entrance to anyone under 18. However, State and Federal Law prohibit entrance to anyone under 21. Additionally, the definition of secondhand smoke, involuntary smoking, and smoking need to be updated to include the potential use of e-cigarettes indoors. The last portion of this amendment includes adding smoking lounges as a location where smoking is not regulated. Adding smoking lounges as a place where smoking is not regulated is proposed in conjunction with another Zoning Text Amendment which would permit the use of smoking lounges in C-2 and C-3 zoning districts.

SCHEDULE FOR CONSIDERATION: This item will appear on the November 7th Rules Meeting Agenda for discussion and the November 7th Special Regular Meeting for First Reading.

ORDINANCE NO. _____
AN ORDINANCE AMENDING ARTICLE III - SMOKING, OF CHAPTER 50 –
HEALTH AND SANITATION OF THE
MUNICIPAL CODE OF THE VILLAGE OF PARK FOREST

WHEREAS, the Village of Park Forest, Cook County and Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and Board of Trustees find it is in the best interest of the health, safety, and welfare of the Village to impose certain reasonable regulations on where smoking can and cannot occur.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Chapter 50 – HEALTH AND SANITATION

ARTICLE III. SMOKING

Sec. 50-98. Definitions.

The following words and phrases, wherein used in this article, shall have the following meanings:

"Arcade" means a place of amusement, which contains four or more automatic amusement devices and is not licensed to serve alcoholic liquor.

"Bar/tavern" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests and patrons on the premises and does not have an on-site kitchen to prepare food. Food service is limited to providing snack items or commercially prepared or wrapped foods that require no preparation.

"Business" means any sole proprietorship, partnership, joint venture, corporation, limited liability company or other business entity formed for profit-making purposes, including without limitation retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

"Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit and a person who volunteers his or her services for a non-profit entity.

"Employer" means any person, business, partnership, association, corporation, including without limitation a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling that is enclosed or semi-enclosed with (i) solid walls or windows (exclusive of doorways), which extend from the

floor to the ceiling, or (ii) solid walls with half wall partitions and no windows (exclusive of doorways) without limitation to lobbies and corridors.

"Health-care facility" means any office or institution providing medical care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, clinics, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists and all specialists within these professions. The definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

"Place of employment" means any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways and vehicles. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.

"Public place" means any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a childcare, adult daycare or health care facility.

"Private club" or *"lodge"* means any not-for-profit association that: (i) has been in active and continuous existence for at least three years; and (ii) has a membership roll of more than 50 bona fide members who pay membership dues on an annual or other periodic basis. For purposes of this section "bona fide members" do not include members who pay membership dues at the time of an amusement produced, presented or conducted by the club or lodge or in conjunction with contracting for production, presentation or conduct of an amusement by the club, as a condition to entering the premises where the amusement is produced, presented or conducted.

"Private function" means a gathering of persons for the purpose of deliberation, education, instruction, entertainment, amusement or dining where membership or specific invitation is a prerequisite to entry and where the event is not intended to be open to the public.

"Restaurant" means an eating establishment, including without limitation coffee shops, cafeterias, sandwich shops, and private and public school cafeterias that gives or offers for sale, food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include, if applicable, a restaurant bar area.

"Restaurant bar area" means an area of a restaurant that is primarily devoted to the serving of alcoholic liquor.

"Retail tobacco store" means any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under ~~18~~ 21 is permitted.

"Secondhand smoke" or "involuntary smoking" is a mixture of the smoke or vapor given off by the burning or heated ends of a cigarette, electronic cigarette, pipe, cigar, bidis, and kreteks (sidestream smoke) and the smoke or vapor emitted at the mouthpiece and exhaled from the lungs of smokers (mainstream smoke).

"Service line" means any indoor line at which one or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

"Shopping mall" means any enclosed walkway or hall area that serves to connect retail or professional establishments.

"Smoking" means inhaling, exhaling, burning, heating, or carrying any lighted cigar, cigarette, pipe, weed, hookah, electronic cigarette, electronic hookah, or other lighted or heated tobacco product in any manner or in any form.

"Smoking lounge" means a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, tobacco clubs, tobacco bars, etc. [collectively referred to as "smoking lounge(s)"]. A "Smoking Lounge" must derive eighty (80) percent of its gross revenue from the sale of loose tobacco, cigars, cigarettes, pipes, and other smoking devices for the explicit burning of tobacco and related smoking accessories and in which the sale of other products is merely incidental. Hookah bars, hookah cafes, hookah lounges, and cannabis cafes are not included in this definition.

"Enclosed or semi-enclosed" "sports arena" or "recreational area" means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley and other similar places where members of the general public assemble either to engage in physical exercise, or participate in athletic competition or recreational activity, to witness sports, cultural, recreational or other events.

Sec. 50-101. Where smoking is not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of this article, provided smoking is not limited in such areas under another law or ordinance:

- (1) Private residences or a home-based business of any kind open to the public except when used as a licensed childcare, adult day care facility or health care facility.
- (2) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than 25 percent of the rooms rented to guests in a hotel or motel may be so designated.
- (3) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain, as the case may be, in a room where smoking is permitted.
- (4) Private clubs or lodges.
- (5) Smoking lounges.

SECTION 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 5: Any ordinance or portion of any ordinance in conflict with any provisions of this Ordinance is hereby repealed solely to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2022 pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Tiffani Graham				
Maya Hardy				
Candyce Herron				
Theresa Settles				
Jonathan Vanderbilt				
Joseph Woods				
TOTAL:				

APPROVED by the Mayor of the Village of Park Forest, Cook and Will Counties, Illinois on this _____ day of _____, 2022.

APPROVED:

ATTEST:

Jonathan Vanderbilt, Mayor

Sheila McGann, Village Clerk

State of Illinois)
) ss
Counties of Cook and Will)

CERTIFICATION

I, Sheila McGann, do hereby certify that I am the duly qualified and elected Clerk of the Village of Park Forest, Cook and Will Counties, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Park Forest, Cook and Will Counties, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. _____, **AN ORDINANCE AMENDING ARTICLE III - SMOKING, OF CHAPTER 50 – HEALTH AND SANITATION OF THE MUNICIPAL CODE OF THE VILLAGE OF PARK FOREST** and approved by the Mayor and Board of Trustees of the Village of Park Forest, Illinois on _____, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Park Forest, Cook and Will Counties, Illinois this ____ day of _____, 2022.

Sheila McGann
Village Clerk
Village of Park Forest

AGENDA BRIEFING

DATE: November 1, 2022

TO: Mayor Vanderbilt
Board of Trustees

FROM: Andrew J. Brown, AICP
Planner

Sandra Zoellner
Director of Economic Development and Planning

RE: Consideration of an Ordinance Approving a Text Amendment to Section XII-2 (Definition of Terms) of the Unified Development Ordinance

BACKGROUND/DISCUSSION:

At their regular meeting of October 25, 2022, the Planning and Zoning Commission (PZC) conducted a public hearing to consider a proposal from Staff to amend the Unified Development Ordinance (UDO) to change the definition of Drive-Through Facility. As required by Village Ordinance and State Statute, public notice of the hearing was posted in the *Daily Southtown Newspaper*. No responses were received from the public prior to the public hearing.

The main goals of this text amendment are to make it more feasible to develop property relative to current uses allowed per the UDO, address a specific community need for a specific use, and add clarification to the UDO. This amendment will change the definition of drive-through facilities in the UDO to allow drive-through facilities in combination with gas stations.

The UDO presently prohibits the development of drive-through facilities in combination with a gas station. This makes developing gas stations which require drive-through businesses to provide reasonable business revenue impossible. Changing the definition to allow drive-through facilities to be developed in combination with gas stations would permit both of these uses in combination within a C-3 zoning district.

Notably, the staff proposed text amendments were amended during the Planning and Zoning Commission meeting on October 25, 2022. The amendment to the proposed Text Amendment added the following to the definition of a drive-through facility: “A “Drive-Through Facility” may be established in combination with other uses, such as “Financial Institution,” “Personal Services Establishment,” “Restaurant,” “Retail Goods Establishment,” or “Gas Station.” The amendment to the Text Amendment further clarified that drive-through facilities may be developed in combination with gas stations.

SCHEDULE FOR CONSIDERATION: This item will appear on the November 7th Rules Meeting Agenda for discussion and the November 7th Special Regular Meeting Agenda for First Reading.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO SECTION XII-2
(DEFINITION OF TERMS) OF THE UNIFIED DEVELOPMENT
ORDINANCE OF THE VILLAGE OF PARK FOREST, ILLINOIS**

WHEREAS, Article VIII-3.E. of the Village of Park Forest Unified Development Ordinance (“UDO”) establishes a process for Zoning Text and Map Amendments after consideration by the Planning and Zoning Commission and approval by the Board of Trustees; and

WHEREAS, on October 9, 2022, a notice of public hearing for the Application was published in The Daily Southtown, a newspaper of general circulation within the Village; and

WHEREAS, the Planning and Zoning Commission conducted the public hearing to consider the Application on October 25, 2022; and

WHEREAS, upon the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of amendments as amended to Section XII-2 (Definition of Terms) of the Unified Development Ordinance, as set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that approving the Zoning Text Amendment serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

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

Section 3. **Zoning Text Amendment to Section XII-2 Granted.** Section XII-2. (Definition of Terms) of Article XII (Definitions) of Appendix A (Unified Development Ordinance) of the Code of Ordinances of the Village of Park Forest is hereby amended by adding the following underlined text:

Article XII: Definitions
§XII-2 Definition of Terms

Drive-Through Facility: A facility used to provide products or services through a window, attendant, or automated machine to people in motor vehicles. A “Drive-Through Facility” may be established in combination with other uses, such as a “Financial Institution,” “Personal Services Establishment,” “Restaurant,” “Retail Goods Establishment,” or “Gas Station.” A “Drive-Through

Facility” shall not be considered to be established in combination with a “Car Wash” or “Motor Vehicle Repair and/or Service.”

Section 4. Severability. 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.

PASSED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2022 pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Tiffani Graham				
Maya Hardy				
Candyce Herron				
Theresa Settles				
Erin Slone				
Joseph Woods				
Jonathan Vanderbilt				
TOTAL:				

APPROVED:

ATTEST:

Jonathan Vanderbilt, Mayor

Sheila McGann, Village Clerk

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Planning and Zoning Commission

DATE: October 31, 2022

RE: Recommendation – Request for a Text Amendment to Section XII-2 (Definition of Terms) of the Unified Development Ordinance

Recommendation

At the regular meeting of October 25, 2022, the Planning and Zoning Commission considered a Text Amendment to Section XII-2 – Definition of Terms of the Unified Development Ordinance. Full details of this request are included in the attached Staff report.

After taking public comment and discussing this request, the Planning and Zoning Commission voted 5-0 to recommend approval of the proposed Text Amendment as amended by the Planning and Zoning Commission. The amendment to the proposed Text Amendment added the following to the definition of a Drive Through: “A “Drive-Through Facility” may be established in combination with other uses, such as “Financial Institution,” “Personal Services Establishment,” “Restaurant,” “Retail Goods Establishment,” or “Gas Station.”

A Text Amendment may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on a balance of Standards for Text Amendments established by Article VIII-3.E.3. The required standards are noted below, with the Commission’s specific findings as related to this request.

- a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public. *The Commission unanimously concurred that this standard is met.*
- b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment. *The Planning and Zoning Commission voted four to one that this amendment meets this standard.*
- c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner. *The Commission unanimously concurred that this standard is met.*
- d. The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property. *The Commission unanimously concurred that this standard is met.*
- e. The proposed amendment addresses the community need for a specific use. *The Commission unanimously concurred that this standard is met.*
- f. The proposed amendment corrects an error, adds clarification, or reflects a change in policy. *The Commission unanimously concurred that this standard is met.*

- g. The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities. *The Planning and Zoning Commission determined that this standard is not applicable.*
- h. The proposed amendment is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village. *The Commission unanimously concurred that this standard is met.*

Best regards,
Vernita Wickliffe-Lewis, Chair

MEMORANDUM

TO: Planning and Zoning Commission

FROM: Andrew Brown, AICP
Planner

DATE: October 18, 2022

RE: NEW BUSINESS – Planning & Zoning Commission Meeting October 25, 2022
Public Hearing to consider a Text Amendment to Section XII-2 (Definition of Terms)
of the Unified Development Ordinance

Background

A drive-through facility is permitted in C-3 zoning districts within the Unified Development Ordinance (UDO). Additionally, gas stations are permitted in C-3 zoning districts and can be permitted within C-2 zoning districts through a special use permit. Each of these uses are permitted provided the developments meet use standards found in article III-3.I and article III-3.J. The use standards do not separate or state these use cannot be combined.

The UDO defines drive-through facilities as follows “A facility used to provide products or services through a window, attendant, or automated machine to people in motor vehicles. A “Drive-Through Facility” may be established in combination with other uses, such as a “Financial Institution,” “Personal Services Establishment,” “Restaurant,” or “Retail Goods Establishment.” A “Drive-Through Facility” shall not be considered to be established in combination with a “Car Wash,” “Gas Station,” or “Motor Vehicle Repair and/or Service.”

The UDO defines gas station’s as “A business where motor vehicle fuel, including non-petroleum fuel, is stored and dispensed from fixed equipment into motor vehicles. “Gas Station” does not include “Motor Vehicle Repair and/or Service.”

Through the definition of drive-through facilities the UDO prohibits the combination of a gas station and a drive-through. Yet, this distinction is not made in the use standards for either use or made in the definition of a gas station. The combination of these circumstances makes it seem that prohibiting gas stations to be developed in combination with drive-through facilities was made in error.

The frequency of developers finding value in the combination of drive-through facilities with gas stations is on the rise. Developers are finding that the combination of car-centric uses make the use of their developments more efficient for users and thereby more valuable.

The combination of these uses would increase the intensity of land use. However, this increase must occur on corner lots due to gas station use standard requirements. The increase in the intensity of use for a corner lot zoned as C-3 makes sense from a land use perspective and for a resident or Village visitor. Combining these two uses makes land use more efficient and is already permitted through the UDO use table as both uses are permitted in C-3 zoning districts.

Whether the definition of a drive-through facility was made purposefully or by error is irrelevant to this text amendment. Allowing the combination of these uses would allow for a more efficient use of land where the Village would like to see more intense uses - corner lots.

Public Hearing Requirements

As required by the UDO, notice of this public hearing was published in the *Daily Southtown Newspaper* on October 9, 2022. No other notice is required for text amendments. Any additional comments received prior to the Public Hearing will be reported at the Planning and Zoning Commission meeting.

This request is being considered by the Planning and Zoning Commission pursuant to Article VIII-3.E. of the UDO (Zoning Text and Map Amendments), which provides that the Planning and Zoning Commission shall hold public hearings on all requests for text amendments and shall make its recommendations to the Board of Trustees. A text amendment may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on the Standards for Zoning Amendments established by Article VIII-3.E.3.

The required standards for zoning amendments are noted below, and a worksheet has been attached to assist the Planning and Zoning Commission in drafting its findings related to the requested amendment. Note that these standards are written to apply to both text and map amendments, and the standard for a recommendation for approval is “based on a balance of the standards”. This is a lower standard than that established for a recommendation for approval of a variation, which is “based on each of the standards”.

- a) The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- b) The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- c) The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- d) The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property.
- e) The proposed amendment addresses the community need for a specific use.
- f) The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- g) The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities.
- h) The proposed variation is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village.

Proposed Text Amendment

The proposed text amendment will amend one parts of the UDO: Section XII-2 (Definition of Terms).

Definition of Terms

The proposed text amendment will remove the phrase “Gas Station” from the definition of Drive-Through Facility. Drive-Through Facility will be defined as follows: “Drive-Through Facility: A facility used to provide products or services through a window, attendant, or automated machine to people in motor vehicles. A “Drive-Through Facility” may be established in combination with other uses, such as a “Financial Institution,” “Personal Services Establishment,” “Restaurant,” or “Retail Goods Establishment.” A “Drive-Through Facility” shall not be considered to be established in combination with a “Car Wash” or “Motor Vehicle Repair and/or Service.”

The following is the specific text amendment proposed and how it may appear. Underlined language is proposed to be used as the definition for Drive-Through Facility. The phrase “Gas Station,” has been removed from the definition.

* * * *

Article XII: Definitions

§XII-2 Definition of Terms

Drive-Through Facility: A facility used to provide products or services through a window, attendant, or automated machine to people in motor vehicles. A “Drive-Through Facility” may be established in combination with other uses, such as a “Financial Institution,” “Personal Services Establishment,” “Restaurant,” or “Retail Goods Establishment.” A “Drive-Through Facility” shall not be considered to be established in combination with a “Car Wash” or “Motor Vehicle Repair and/or Service.”

* * * *

Staff Recommendation

Staff recommends approval of the text amendment related to XII-2 (Definition of Terms) of the Unified Development Ordinance.

Planning and Zoning Commission Action

After conducting the public hearing, the Planning and Zoning Commission is asked to consider this proposal for a Text Amendment to Section XII-2 (Definition of Terms) of the Unified Development Ordinance, and make a recommendation to the Board of Trustees on this proposal.

AGENDA BRIEFING

DATE: October 24, 2022

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Paul A. Winfrey, Chief of Police

RE: Acquisition of One (1) 2023 Ford Police Interceptor SUV

BACKGROUND/DISCUSSION:

The 2022/2023 Police Department budget (Vehicle Services Fund) includes \$135,000.00 for the replacement of three police-use vehicles. One of those vehicles was ordered in August 2022 after approval at the August 15th Village Board meeting. The State Procurement vendor from which that vehicle was ordered recently informed the Village that the vehicle order was cancelled by the manufacturer and will not be delivered. The previously approved funds have not been spent and will not be spent on the vehicle. The Police Department is requesting to order a vehicle from Sutton Ford in Matteson, IL, the current the state procurement contract holder, to replace the non-delivered vehicle that was previously approved by the Board and ordered. The previously approved expenditure was for a 2022 model at the previous contract price of \$36,785.00. The new contract is for a 2023 model with a price of \$41,482.00, an increase of \$4,697.00. As previously noted, Sutton Ford is the state-bid vendor for Police SUVs and the attached quote, with a total price of \$41,482.00, reflects the current state-bid price.

The amount to be approved is:

One (1) 2023 Ford Utility Police Interceptor Vehicle @ \$41,482.00	
Total	\$41,482.00

This increased price leaves funds for converting, upfitting and detailing the vehicle, although the budgeted funds will be inadequate due to the large and unexpected price increase.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the November 7th Rules Meeting for discussion and the Special Regular Meeting for Board consideration.



2023 Ford Explorer Police Utility
State of Illinois
Joint Purchasing Master Contract



ORDER CUTOFF DATE: Friday, September 9, 2022



Contact: Brittany Hall, Fleet Manager
Phone: 708-720-8035
Email: bhall@suttonford.com

Please contact us to learn about ready for the road turnkey packages and municipal leasing options.

2023 Ford Explorer Police Utility

Please enter the following:

Agency Name & Address	<u>Park Forest Police Department</u> <u>200 Lakewood Boulevard</u> <u>Park Forest, IL 60466</u>
Contact Name	<u>Paul Winfrey</u>
Phone Number	<u>708-748-8706</u>
Purchase Order Number	<u>N/A</u>
Tax Exempt Number	<u>E9998-0886-07</u>
Delivery Address	<u>200 Lakewood Blvd.</u> <u>Park Forest, IL 60466</u>

Please Submit Tax Exempt Letter with Vehicle Order:

Sutton Ford
21321 Central Ave.
Matteson, IL 60443
Contact: Brittany Hall
Phone: (708)720-8035
Email: bhall@suttonford.com

If We Have Missed an Option, Please Contact Our Office

**Base Vehicles,
Optional Equipment,
and Upfitting**

Vehicle Quantity:

ONE (1)

Base Vehicle Bid Lines

BID LINE	ENGINES	Option Code	Price	Selection
STD	Police Interceptor Utility AWD	K8A	STD	STD
46	AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99W/44B	\$ 42,424.00	<input type="checkbox"/>
49	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99B/44U	\$ 39,923.00	<input checked="" type="checkbox"/>
50	AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank) -Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99C/44U	\$ 43,301.00	<input type="checkbox"/>

COLORS	Option Code	Price	Selection
Medium Brown Metallic	BU	N/C	<input type="checkbox"/>
Arizona Beige Metallic Clearcoat	E3	N/C	<input type="checkbox"/>
Vermillion Red	E4	N/C	<input type="checkbox"/>
Blue Metallic	FT	N/C	<input type="checkbox"/>
Smokestone Metallic	HG	N/C	<input type="checkbox"/>
Kodiak Brown Metallic	J1	N/C	<input type="checkbox"/>
Dark Toreador Red Metallic	JL	N/C	<input type="checkbox"/>
Iconic Silver Metallic	JS	N/C	<input type="checkbox"/>
Dark Blue	LK	N/C	<input type="checkbox"/>
Royal Blue	LM	N/C	<input type="checkbox"/>
Light Blue Metallic	LN	N/C	<input type="checkbox"/>
Silver Grey Metallic	TN	N/C	<input type="checkbox"/>
Sterling Grey Metallic	UJ	N/C	<input type="checkbox"/>
Agate Black	UM	N/C	<input type="checkbox"/>
Medium Titanium Metallic	YG	N/C	<input type="checkbox"/>
Oxford White	TYZ	N/C	<input checked="" type="checkbox"/>
Carbonized Grey	M7	N/C	<input type="checkbox"/>

Vehicle Options

EQUIPMENT GROUP	Option Code	Price	Selection
Interior Upgrade Package <ul style="list-style-type: none"> • 1st and 2nd Row Carpet Floor Covering • Cloth Seats – Rear • Center Floor Console less shifter (Maintains Column Shifter) • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Includes SYNC 3® 	65U	\$ 367.00	<input type="checkbox"/>
Front Headlamp Lighting Solution <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	\$ 841.00	<input checked="" type="checkbox"/>
Tail Lamp / Police Interceptor Housing Only <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	\$ 56.00	<input checked="" type="checkbox"/>
Tail Lamp Lighting Solution <ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	66B	\$ 405.00	<input type="checkbox"/>
Rear Lighting Solution <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	\$ 428.00	<input type="checkbox"/>
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none"> • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	\$ 3,379.00	<input type="checkbox"/>
Ultimate Wiring Package includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller Note: Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	\$ 526.00	<input type="checkbox"/>
Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector 	67V	\$ 174.00	<input checked="" type="checkbox"/>

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Audio / Video			
12.1" Integrated Computer Screen <ul style="list-style-type: none"> • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ® 	47E	\$ 2,580.00	<input type="checkbox"/>
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/C	STD
Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	\$ 217.00	<input type="checkbox"/>
Doors / Locks			
Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	\$ 150.00	<input type="checkbox"/>
Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	N/C	STD
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	18D	N/C	STD
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	\$ 320.00	STD
Keys (Note: Can be ordered with Remote Keyless-Entry – 55F): Not Available with Perimeter Anti-Theft Alarm (593)			
Keyed Alike – 1435x	59E	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 1284x	59B	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0135x	59D	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0576x	59F	\$ 47.00	<input checked="" type="checkbox"/>
Keyed Alike – 1111x	59J	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 1294x	59C	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0151x	59G	\$ 47.00	<input type="checkbox"/>
Flooring / Seats			
1 st and 2 nd row carpet floor covering (includes floor mats, front and rear)	16C	\$ 118.00	<input type="checkbox"/>
2 nd Row Cloth Seats	88F	\$ 56.00	<input type="checkbox"/>
Power Passenger Seat (8-way) w/2-way power recline and lumbar)	87P	\$ 306.00	<input type="checkbox"/>
Rear Console Plate Note: Not available with option: 65U, 85D	85R	\$ 42.00	<input type="checkbox"/>
Safety & Security			
Ballistic Door-Panels (Level III+) – Driver Front-Door Only	90D	\$ 1,490.00	<input type="checkbox"/>
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors	90E	\$ 2,979.00	<input type="checkbox"/>
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only	90F	\$ 2,270.00	<input type="checkbox"/>
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors	90G	\$ 4,541.00	<input type="checkbox"/>
BLIS® – Blind Spot Monitoring with Cross-traffic Alert Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	\$ 512.00	<input type="checkbox"/>
Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. Note: ★ Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered	68B	\$ 635.00	<input type="checkbox"/>
Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforcement use Note: Not available with option 96W	76P	\$ 136.00	<input type="checkbox"/>
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$ 56.00	<input type="checkbox"/>

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Safety & Security (continued)			
Perimeter Anti-Theft Alarm <ul style="list-style-type: none"> Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn Requires Keyless-Entry Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	593	\$112.00	<input type="checkbox"/>
Police Engine Idle feature <ul style="list-style-type: none"> This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. 	47A	\$ 244.00	STD
Reverse Sensing System	76R	\$ 259.00	<input type="checkbox"/>
Misc			
Rear Auxiliary Air Conditioning Note: Now available with Cargo Storage Vault (63V).	17A	\$ 573.00	<input type="checkbox"/>
Badge Delete <ul style="list-style-type: none"> Deletes the "Police Interceptor" badging on rear liftgate Deletes the "Interceptor" badging on front hood (EcoBoost®) 	16D	N/C	<input type="checkbox"/>
Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A).	63V	\$ 230.00	<input type="checkbox"/>
H8 AGM Battery (850 CCA/92-amp)	19K	\$ 103.00	<input type="checkbox"/>
Low-Band Frequency Noise Suppression Kit <ul style="list-style-type: none"> Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range Note: Noise Suppression Bonds (60R) do not provide adequate noise suppression in this frequency range	68E	\$ 183.00	<input type="checkbox"/>
Noise Suppression Bonds (Ground Straps) Note: Low-Band Frequency Noise Suppression Kit (68E) recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9)	60R	\$ 94.00	<input type="checkbox"/>
Rear Bumper Step Pad	16P	\$ 89.00	<input type="checkbox"/>
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	N/C	STD
OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	\$ 52.00	<input type="checkbox"/>

Vehicle Options Continued

KEY EXTERIOR OPTIONS	Option Code	Price	Selection
Engine Block Heater	41H	\$ 85.00	<input type="checkbox"/>
License Plate Bracket – Front	153	N/C	STD
Lamps / Lighting			
Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	N/C	STD
Daytime Running Lamps(Permanently on – cannot be turned off or reprogrammed) Note: Replaces Standard Configurable Daytime Running Lamps for agencies that require Permanently on Daytime Running Lamps	942	\$42.00	<input type="checkbox"/>
Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light)	17T	\$ 47.00	<input type="checkbox"/>
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	21L	\$ 517.00	<input type="checkbox"/>
Front Interior Visor Light Bar (LED) <ul style="list-style-type: none"> • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	96W	\$ 1,076.00	<input type="checkbox"/>
Pre-wiring for grille LED lights, siren and speaker	60A	\$ 47.00	<input checked="" type="checkbox"/>
Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) <ul style="list-style-type: none"> • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	43A	\$ 371.00	<input type="checkbox"/>
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63L	\$ 541.00	<input type="checkbox"/>
Rear Spoiler Traffic Warning Lights (LED) <ul style="list-style-type: none"> • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96T	\$ 1,405.00	<input type="checkbox"/>
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • Located on exterior mirror housing • LED lights only. Wiring, controller “not” included Note: Requires Pre-wiring for grille LED Lights, siren and speaker (60A) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	\$ 273.00	<input type="checkbox"/>
Spot Lamp Prep Kits			
Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	51P	\$ 132.00	<input type="checkbox"/>
Spot Lamp Prep Kit, Dual Driver and Passenger Note: Does not include spot lamp housing and bulbs	51W	\$ 264.00	<input type="checkbox"/>
Spot Lamp – LED Bulb:			
Driver Only (Unity)	51R	\$ 371.00	<input type="checkbox"/>
Driver Only (Whelen)	51T	\$ 394.00	<input checked="" type="checkbox"/>
Dual (driver and passenger) (Unity)	51S	\$ 582.00	<input type="checkbox"/>
Dual (driver and passenger) (Whelen)	51V	\$ 625.00	<input type="checkbox"/>
Body			
Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$ 112.00	<input type="checkbox"/>
Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$ 80.00	<input type="checkbox"/>
Underbody Deflector Plate (engine and transmission shield)	76D	\$ 315.00	<input type="checkbox"/>
Wheels			
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	\$ 56.00	<input type="checkbox"/>
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	\$ 447.00	<input type="checkbox"/>

Upfit Options

Sutton Patrol Package (Bid Lines 81, 82, and 88)	Price	
Pathfinder Siren Controller 100Watt Speaker Allegiant Light Bar 53" 2 Color C Series Red/White for Ford Grill Cut out C Series Blue/White for Ford Grill Cut out Rear ILS 3 Color Cargo Window Mounted- Micro Pulse Havis Console 12V/USB Charger Strip *Inclusive of all mounting hardware	\$ 5,989.00	<input type="checkbox"/>
Additional Upfit Options Available: Contact for Pricing		
Partitons Prisoner Seat Cargo Box Dash Cameras Radar Docking Solutions Graphics Gun Racks Push Bumpers License Plate Readers	Call for Pricing	

AGENDA BRIEFING

DATE: August 2, 2022

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Paul A. Winfrey, Chief of Police

RE: Acquisition of One (1) 2022 Ford Utility SUV Police Interceptor

BACKGROUND/DISCUSSION:

The 2022/2023 Police Department budget (Vehicle Services Fund) includes \$135,000.00 for the replacement of three police-use vehicles. The Police Department is seeking to purchase 1 of those police vehicles at this time. Due to delays that Ford has been experiencing, ordering of Police Interceptor SUVs has been halted and not expected to resume until the fourth quarter of 2022 or possibly the first quarter of 2023. Morrow Brothers Ford in Greenfield, IL, who currently holds the state procurement contract for Police vehicles, has a limited number of stock Interceptor SUVs available and/or arriving in late summer or fall 2022. Evaluation of the existing Police Department patrol fleet determined that it is feasible to delay the purchase of two of the allocated new squads until such time as Ford accepts orders, but one existing vehicle should be replaced prior to the end of 2022. To accomplish this, the Police Department is requesting to purchase one of the stock vehicles from Morrow Brothers Ford. While the stock vehicle does not have the exact equipment options that are included when a vehicle is custom ordered, the slightly increased price to have the vehicle altered is expected to be more cost-effective than paying for anticipated repairs to the vehicle that the new SUV would replace. As previously noted, Morrow Brothers Ford is the state-bid vendor for Police SUVs and the attached quote, with a total price of \$36,785.00 (including registration and disconnected rear windows and locks) reflects the current state-bid price.

The amount to be approved is:

One (1) 2022 Ford Utility Police Interceptor Vehicles @ \$36,785.00
Total \$36,785.00

This price leaves funds for converting, upfitting and detailing the vehicle within the total budget.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the August 8th Rules Meeting for Discussion.

AGENDA BRIEFING

DATE: November 1, 2022

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Nicholas Christie – Assistant Director of Public Works/Village Engineer

RE: Awarding of the Fiscal 2023 Sewer Cleaning and TV Contract

BACKGROUND/DISCUSSION:

On Tuesday, November 1st, 2022 at 2:00 p.m., the Department of Public Works opened 6 bids for the Fiscal 2022 Sewer Cleaning and TV Contract. Invitations for Bid were published in the *Daily Southtown* and on the Village website. Visu-Sewer, located in Bridgeview, Il, was the lowest bidder in the amount of \$104,951.80. See attached Bid Tab.

This work will consist of cleaning and televising approximately 15,372 feet of 8-21 inch sanitary sewer. This sewer is the Village's main trunk line sewer running through the central portion of the Village. Visu-Sewer is a well-known company with excellent references and they are qualified for this work. This contract will be paid under the Sewer Fund in Contractual Sewer Maintenance where \$189,436 is budgeted.

RECOMMENDATION: Award the Fiscal 2023 Sewer Cleaning and Televising Contract to Visu-Sewer, from Bridgeview, Il in the amount of \$104,951.80. Additionally, we request a 5% contingency for any additional work as determined by the Village Engineer for a total not to exceed amount of \$110,199.39 and authorize the Village Manager to enter into said contract.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of November 7, 2022 for your discussion.

BID TABULATIONS

VILLAGE OF PARK FOREST
 350 VICTORY DRIVE
 PARK FOREST, IL 60466
[TEL:\(708\) 503-7702](tel:(708)503-7702) [FAX:\(708\) 503-6599](tel:(708)503-6599)

Project: Fiscal 2023 Sewer Cleaning and Televising

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineers Estimate		Hoerr		Innovative Systems		National Power Rodding		M & J Underground		Visu-Sewer		Comprehensive Construction	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Clean & Televising Sanitary Sewer 8"	5,371	L.F.	\$3.50	\$18,798.50	\$2.12	\$11,386.52	\$5.90	\$31,688.90	\$3.75	\$20,141.25	\$6.26	\$33,622.46	\$3.45	\$18,529.95	\$6.00	\$32,226.00
2	Clean & Televising Sanitary Sewer 15"	4,505	L.F.	\$3.75	\$16,893.75	\$3.82	\$17,209.10	\$9.20	\$41,446.00	\$5.00	\$22,525.00	\$6.26	\$28,201.30	\$3.45	\$15,542.25	\$9.00	\$40,545.00
3	Clean & Televising Sanitary Sewer 18"	504	L.F.	\$4.00	\$2,016.00	\$5.50	\$2,772.00	\$14.25	\$7,182.00	\$8.00	\$4,032.00	\$10.44	\$5,261.76	\$3.45	\$1,738.80	\$10.00	\$5,040.00
4	Clean & Televising Sanitary Sewer 21"	4,992	L.F.	\$5.00	\$24,960.00	\$5.50	\$27,456.00	\$22.70	\$113,318.40	\$9.00	\$44,928.00	\$10.44	\$52,116.48	\$7.40	\$36,940.80	\$14.00	\$69,888.00
5	Major Cleaning-Sanitary 8"-10"	3,000	L.F.	\$4.00	\$12,000.00	\$5.32	\$15,960.00	\$1.25	\$3,750.00	\$1.00	\$3,000.00	\$5.04	\$15,120.00	\$2.20	\$6,600.00	\$1.00	\$3,000.00
6	Major Cleaning-Sanitary 15" -24"	7,000	L.F.	\$4.00	\$28,000.00	\$5.50	\$38,500.00	\$3.00	\$21,000.00	\$2.00	\$14,000.00	\$5.04	\$35,280.00	\$3.55	\$24,850.00	\$1.00	\$7,000.00
7	Traffic Control	1	L.S.	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$4,100.35</u>	<u>\$4,100.35</u>	<u>\$750.00</u>	<u>\$750.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
				TOTAL	\$112,668.25	TOTAL	\$116,283.62	TOTAL	\$222,885.30	TOTAL	\$118,626.25	TOTAL	\$173,702.35	TOTAL	\$104,951.80	TOTAL	\$159,699.00

AGENDA BRIEFING

DATE: November 2, 2022

TO: Mayor Vanderbilt
Board of Trustees

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

RE: 2022-2023 Street Salt Purchase

BACKGROUND/DISCUSSION: The Village participates in and utilizes the State of Illinois Joint Purchase Requisition for road salt. This program allows for multiple agencies to pool together quantities and utilize a higher volume to provide for better economies of scale. Last year, the village's provider was Compass Minerals America Inc. of Overland Park, Kansas at a unit cost of \$55.97/ton.

In October, DPW received notice that its new vendor for the 2022-2023 snow season will be Cargill Inc. at a unit cost of \$75.78/ton. This is an increase of \$19.81/ton (35% over last year). See attached for awarded contract and Line Item Detail for all agencies awarded to Cargill, Inc. Unit Costs/ton range from \$70.07 to \$108.92.

DPW historically uses approximately 2,100 tons of salt during a typical season and the Village has approximately 1,734 tons of salt (approx. 85%) stored from last season. The salt dome has a rated capacity of 2,510 tons and a usable capacity of 2,134 tons.

For the upcoming season, DPW requested 1,780 tons of salt. Under the terms and conditions of this contract, DPW must purchase a minimum of 80% of the requested amount (which equals 1,424 tons at a projected total cost of \$107,910) and can purchase a maximum of 20% over the requested amount (which equals 2,136 tons at a total projected cost of \$161,866).

This purchase will be charged to the Motor Fuel Tax fund where \$153,371 dollars has been budgeted. DPW is requesting spending authority to \$161,866, which is \$8,495 over the budget amount, in order to purchase needed salt and then to fill the salt dome for the following season. DPW believes that it can manage the \$8,495 overage amongst the other accounts within the MFT Fund.

RECOMMENDATION: Approve this purchase and authorize the Village Manager to issue a Purchase Order in the amount of \$161,866 to Cargill Inc. for a maximum of 2,136 tons of road salt for 2022 – 2023 winter season.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules Meeting of November 7, 2022 for your discussion.

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43045

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43045

VENDOR

Vendor Name: Cargill, Incorporated-Salt, Road Safety	Address (City/State/Zip): 24950 Country Club Blvd., Ste 450 North Olmsted, OH 44070
Signature:	Phone: 800-600-7258
Printed Name: Briana Winter	Fax: 1-952-367-0655
Title: Customer Care Representative	Email: Salt_CustomerCareRoadSafety@cargill.com
Date: 07/21/2022	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature:	Date:  10/28/22
Printed Name: Anthony Pascente by Krysti Rinaldi	
Official's Title: Acting Director by Assistant Deputy Director	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 22-416CMS-BOSS4-R-128177
- Project Title: JPMC Rock Salt Bulk, FY23
- Contract #: 22-416CMS-BOSS4-P-43045
- Procurement Method (IFB, RFP, Small Purchase, etc.):
IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-29847
- BidBuy Publication Date: 06/14/2022
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered and within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.2.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.3.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.3.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- 1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- 1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- 1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- 1.2.4.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on

the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.4.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from IWC1
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

1.2.4.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate

shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.5.2 Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3 Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4 Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5 Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6 Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7 Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The District are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

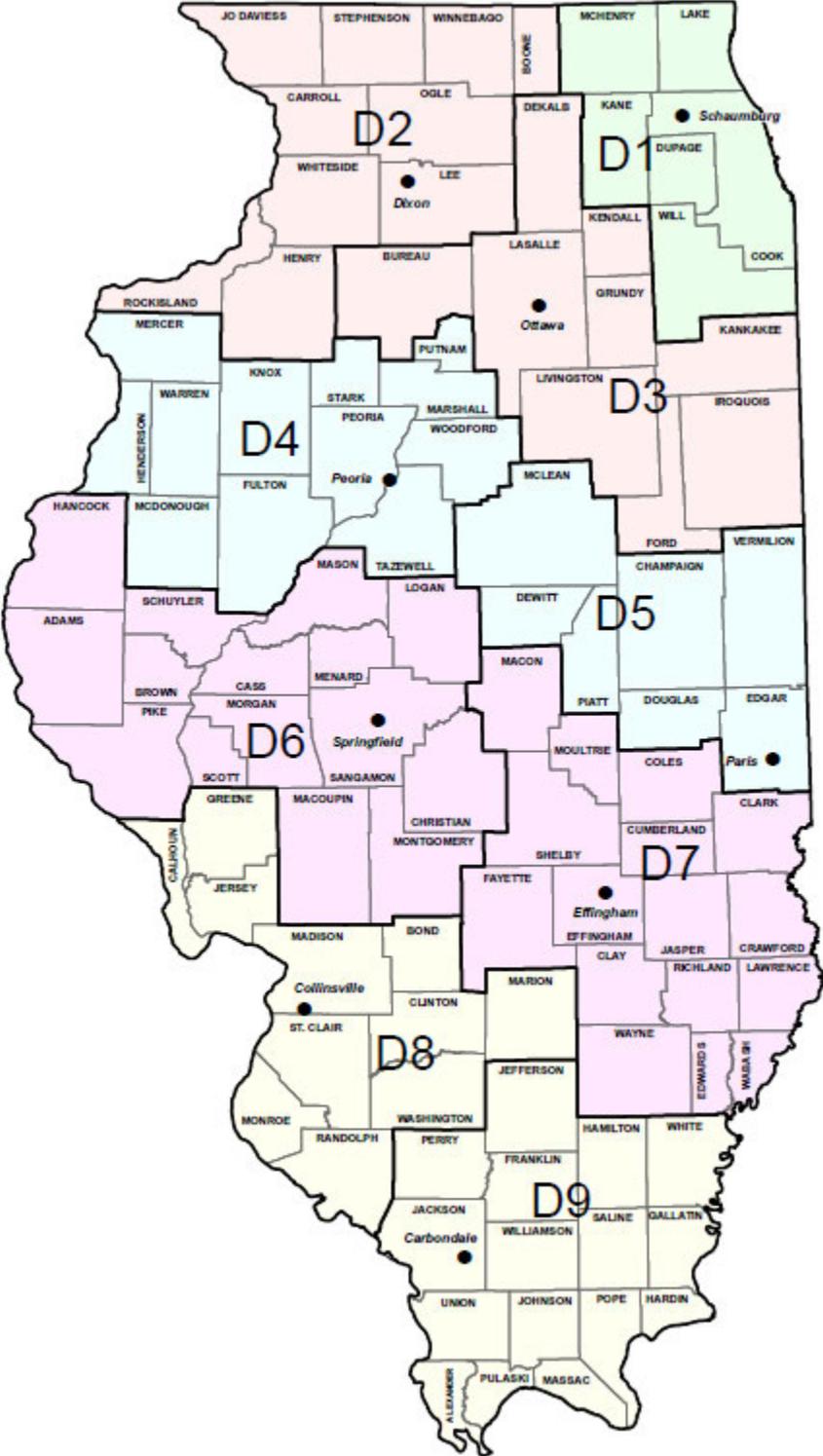
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity.

The report will be sent to the following email address:

CMS.BOSS.Sourcing@illinois.gov.

A sample of the report’s format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4 . Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: 97 Grain & Trucking, LLC

Amount to Be Paid: 3% of contract

Address: P.O. box 143, Macomb, IL 61455

Description of Work: Transporting rock salt from terminal to purchaser

- Subcontractor Name: Beelman Logistics

Amount to Be Paid: 45% of contract

Address: 1 Racehorse Drive, East St Louis, IL 62205

Description of Work: Transporting rock salt from terminal to purchaser

If additional space is necessary to provide subcontractor information, please attach an additional page. **See Additional Attachment**

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.2. Continued-

- Subcontractor Name: Five Star Hauling

Amount to Be Paid: 35% of contract

Address: 14210 S Kenton, Creston, IL 60418

Description of Work: Transporting rock salt from terminal to purchaser

- Subcontractor Name: Archer-Daniels-Midland Company

Amount to Be Paid: 19% of contract

Address: 4666 Faries Pkwy, Decatur, IL 62526

Description of Work: Transporting rock salt from terminal to purchaser

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States. *See Attached Listings*

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the cost per unit of measure on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2023.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions
 - 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
 - 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- Agency Specific Terms and Conditions
 - 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
 - 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
 - 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
 - 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
 - 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
 - 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
 - 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
- Other (describe)
 - 5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of

Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

2021-22 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-22.2021.html>

2021-23 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-23.2021.html>

CARGILL, INCORPORATED-SALT ROAD SAFETY
LIST OF LOCATIONS

LOCATION	VALUE
Burns Harbor, IN	TBD
Milwaukee, WI	TBD
S. Chicago, IL	TBD
Peoria, IL	TBD
Romeoville, IL	TBD
Peru, IL	TBD
Meredosia, IL	TBD
Venice, IL	TBD
Evansville, IN	TBD
E. Chicago, IL	TBD

AGENDA
SPECIAL REGULAR MEETING OF THE BOARD OF TRUSTEES
350 VICTORY DRIVE
PARK FOREST, ILLINOIS

Village Hall - Board Room

7:00 p.m.

November 7, 2022

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor

Village Attorney

Village Manager

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Authorizing the Village of Park Forest to Enter into a Memorandum of Understanding with Solstice Power Technologies (“Solstice”)
2. Motion: Acquisition of One (1) 2023 Ford Police Interceptor SUV

DEBATABLE:

3. Ordinance: An Ordinance Approving a Text Amendment to Table III-2-A (Use Table), Section III-3 (Use Standards), and Section XII-2 (Definition of Terms) of the Unified Development Ordinance of the Village of Park Forest, Illinois (First Reading)
4. Ordinance: An Ordinance Amending Article III – Smoking, of Chapter 50, Health and Sanitation of the Municipal Code of the Village of Park Forest (First Reading)
5. Ordinance: An Ordinance Approving a Text Amendment to Section XII-2 (Definition of Terms) of the Unified Development Ordinance of the Village of Park Forest, 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 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 Trustee approve a Resolution allowing the Village Manager to sign a Memorandum of Understanding with Solstice to market solar subscription in the Village.
2. MOVED, that the Mayor and Board of Trustee approve the purchase from Sutton Ford, in Matteson, IL, for one 2023 Ford Utility SUV Police Interceptor in the amount of \$41,482.00.

November 7, 2022

AGENDA BRIEFING

DATE: November 1, 2022

TO: Mayor Vanderbilt
Board of Trustees

FROM: Carrie Malfeo
Sustainability Coordinator

RE: Resolution Authorizing the Village of Park Forest to enter into a Memorandum of Understanding with Solstice Power Technologies (“Solstice”) to launch a formal community solar marketing campaign.

BACKGROUND/DISCUSSION:

Staff has been researching potential community solar partnerships through the Illinois Solar for All program. The partnerships would allow the Village to confidently recommend solar subscriptions services to Park Forest residents. At this point, Buy Commercial Energy (state licensed broker) and Solstice (state approved vendor) are the partner companies being recommended to market solar subscriptions within the Village.

The goal is to help residents in lowering their monthly electric bills by as much as 50 percent while also receiving a \$100 gift card for signing up through an online sign up process. The Village will receive \$100 for each household enrolled. There is no enrollment or cancellation fee and the program is guaranteed to the residents for 20 years.

The funds generated through the monies received from the program by the Village are planned to be transferred to the Sustainability Fund. They could support future Village initiatives like another solar installation, increasing the number of electric vehicle charging stations, or offsetting the cost of a communal composting program.

Staff proposes providing the Village Manager the authority to sign a Memorandum of Understanding with Solstice. The Memorandum of Understanding would outline how marketing and outreach would occur, the customer and Park Forest enrollment bonus (the \$100), and reporting and sharing of information between the Village and Solstice. The aim of the marketing campaign is to increase awareness of the solar subscription program with the objective of residents signing service subscriptions.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Board’s Regular Meeting on November 7, 2022 for approval.

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING THE VILLAGE OF PARK FOREST
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH SOLSTICE POWER TECHNOLOGIES (“SOLSTICE”)**

WHEREAS, the Village’s 2012 Sustainability Plan sets ambitious energy goals to (1) reduce energy consumption, energy costs and greenhouse gas emissions by increasing energy efficiency and renewable energy options, (2) increase the percentage of energy in the community provided by renewable sources, and (3) pursue renewable energy systems for municipal or large residential complexes first to provide a model for residents.

WHEREAS, the Village’s 2019 Climate Action and Resiliency Plan identifies the objective to achieve a 20% reduction in energy use in existing residential buildings by 2025 and strategies to (1) increase residential use of utility incentives for energy efficiency, and (2) expand and better integrate programs that increase energy efficiency in low income households.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:

Section 1: The Village Manager is hereby directed and authorized to sign the Memorandum of Understanding and various forms contained herein, make all required submissions and do all things necessary to complete the Memorandum of Understanding, and, when necessary, the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 2: The Village Manager is also authorized to provide such additional information that may be required to fulfill the obligations of the Memorandum of Understanding.

Section 3: 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 _____, 2022.

APPROVED:

ATTEST:

Mayor Jonathan Vanderbilt

Sheila McGann, Village Clerk

MEMORANDUM OF UNDERSTANDING

Between

Solstice Power Technologies (“Solstice”)

and

Park Forest

Contractor Proposal

Solstice agrees to honor the terms of the accepted community solar marketing program approved by ILSFA, including the solar participant pricing.

Marketing and Outreach

Solstice agrees to lead the Park Forest solar campaign to drive community adoption of community solar subscriptions. Both parties agree to the following terms:

- a) Park Forest shall work directly with Solstice in the execution of outreach, and marketing efforts used to increase attendance at educational workshops, and participation in the Solstice campaign.
- b) Solstice will request approval from Park Forest for all marketing materials developed to promote the solar campaign in advance of distribution. Solstice agrees to include any community logos deemed necessary by Park Forest on any materials used in the solar campaign.
- c) Solstice will notify Park Forest in advance and collaborate on any press releases, events, or news conference concerning the solar campaign. All media produced by Solstice in promotion of the solar campaign is subject to Park Forest’s approval.
- d) Solstice agrees to cover the cost of marketing and outreach expenses.
- e) Park Forest agrees to assist Solstice with email and or mailing lists if required for approved outreach.

Customer and Park Forest Donations

Solstice agrees to honor the \$100 per-meter enrollee sign-up bonus (in the form of a physical or digital Visa gift card) and a \$100 per-meter donation to the community

initiative as selected by Park Forest for the duration of the campaign.

Payouts to Park Forest will happen once per month, totaling all the enrollments from the month prior.

Reporting and Sharing

- a) Solstice and Park Forest agree to designate a primary contact from each party.
- b) Each party will agree to bi-weekly check-in meetings, or a cadence as agreed upon by both parties.
- c) Solstice agrees to provide Park Forest with summary reports of customer sign-ups and progress on a bi-weekly basis.
- d) Solstice agrees that at the close of the solar campaign, a full report will be provided to Park Forest that clearly details the status and outcomes of the leads generated through the program.

This MOU shall be in effect upon the signature of Solstice and Park Forest. It shall be in force from the date of signature until the completion of the campaign.

Solstice Power Technologies

Park Forest

Signature

Signature

Title, Name

Title, Name

Date

Date

Local
Postal Customer

PRSR STD
ECRWSS
U.S. POSTAGE
PAID
EDDM Retail



www.solstice.us/rlbsolar

Dear Round Lake Beach Residents,

Thanks to Illinois' new clean energy bill, The Village of Round Lake Beach is excited to announce that Solstice and Buy Commercial Energy are working within the statewide program Illinois Solar for All.

All income-qualified Village residents CAN join community solar in addition to the Round Lake Beach Electric Aggregation program. Approved participants can save up to 50% on the supply portion of their energy bill while supporting renewable energy!

This is a win-win for Round Lake Beach residents:

- A win for you: participants in this community solar program can save up to 50% on the supply portion of your electric bill. Plus, there is a one-time **\$100 sign-on bonus!**
- A win for the Village of Round Lake Beach: for every resident who enrolls, Solstice will also donate \$100 to the Village that will be used to fund additional programs at the Round Lake Beach Cultural and Civic Center.
- A win for the planet: by supporting clean energy, we reduce our dependence on fossil fuels.

To sign up:

1. Visit solstice.us/rlbsolar to learn more and enroll online, or call a Solstice enrollment representative at **(866) 826-1997**. They can help you sign up in just a few minutes.
2. Complete your registration and start saving money!



Monthly electric savings



No cost to join this program



Support local, clean energy

Who qualifies for this program?

- Applicants must qualify through their household income, reported in a short form.
- Applicants should be in a qualified geographic zone - many Round Lake Beach residents are! Solstice will verify this for you automatically when you go to enroll your household.

This program can save our residents significant money every month. Reserve your spot to save money and the planet. We look forward to a brighter future together with you!

Yours sincerely,

Scott Nickles
Mayor, Round Lake Beach

Prashanth Siddalingaiah
Partnerships, Solstice

Call: (866) 826-1997
Visit: www.solstice.us/rlbsolar

 **SOLSTICE**
Solar for every American

GO GREEN AND

SAVE ON YOUR MONTHLY ELECTRIC BILL WITH SOLSTICE COMMUNITY SOLAR



How it Works for You



1

Enroll Online

We'll connect you to a share of an Illinois solar farm that produces clean energy on your behalf and gives you credits on your electric bills.

2

Support Clean Energy

When you join, your solar share sends its energy through your utility's power grid, so there's no need to install anything on your home or switch your provider.

3

Feel Good

You will get your electricity as normal, no change to your everyday life, except for the savings you get and the good feeling of supporting clean energy.

ELECTRIC BILL

Delivery Fees	\$50.00
Supply Cost	\$50.00
<hr/>	
Total	\$100.00
Community Solar Credits	-\$50.00
<hr/>	
Balance	\$50.00

SOLAR BILL

Community Solar Credits	\$50.00
Guaranteed Discount	50%
<hr/>	
Balance	\$25.00
<hr/>	
*** You save \$25 ***	

*The above illustration is not a real utility bill; it is only an example. Savings are applied to the supply portion of your bill, which is typically about half of your electric bill. The impact of the solar bill credits on your utility charges can vary month to month. Solstice is not affiliated with a utility. Please note that participants will still be responsible for a utility bill.



Limited spots available

Call: (866) 826-1997
Visit: www.solstice.us/rlbsolar

← SCAN HERE

 **SOLSTICE**
Solar for every American