

AGENDA

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

Village Hall

7:00 p.m.

January 4, 2016

Roll Call

1. Approval of an Engineering Services Agreement for Construction Engineering Services for the 2015 Water Main Replacement Project
2. Enabling Resolution to Enter into a Marketing Agreement with the Utility Service Partners Service Line Warranty Program
3. Approval to Execute a Local Agency Agreement for Federal Participation and Approval of a Funding Resolution for Construction Costs of Bikeway Sharrows and Signage along Various Routes
4. An Ordinance Granting a Variation for Chapter 118 (“Zoning”), Article VII (“Signs”), Section 305(a) (1) (“Residential Development Identification Signs”)
5. An Ordinance Amending Chapter 22, Section 473 of the Park Forest Code of Ordinances Relating to Crime Free Housing

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 sblack@vopf.com. Every effort will be made to allow for meeting participation.

AGENDA BRIEFING

DATE: December 28, 2015

TO: Mayor Ostenburg
Board of Trustees

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

RE: Approval of an Engineering Services Agreement for construction engineering services for the 2015 Water Main Replacement Project.

BACKGROUND/DISCUSSION:

The Village is in the process of finalizing the approval for a 5 million dollar low interest loan from the IEPA for the replacement of 4 miles of water mains, village wide. The village's consultant, Baxter and Woodman Consulting Engineers prepared the loan application and is finalizing the design plans and contract documents.

This item consists of the approval to enter into an Engineering Services Agreement with Baxter and Woodman Consulting Engineers for Phase III – Construction Engineering Services for this project. This project is expected to go out for bids in January 2016 with construction to begin this upcoming spring. At this time, the project is anticipated to last the entire 2016 construction season and into the 2017 season.

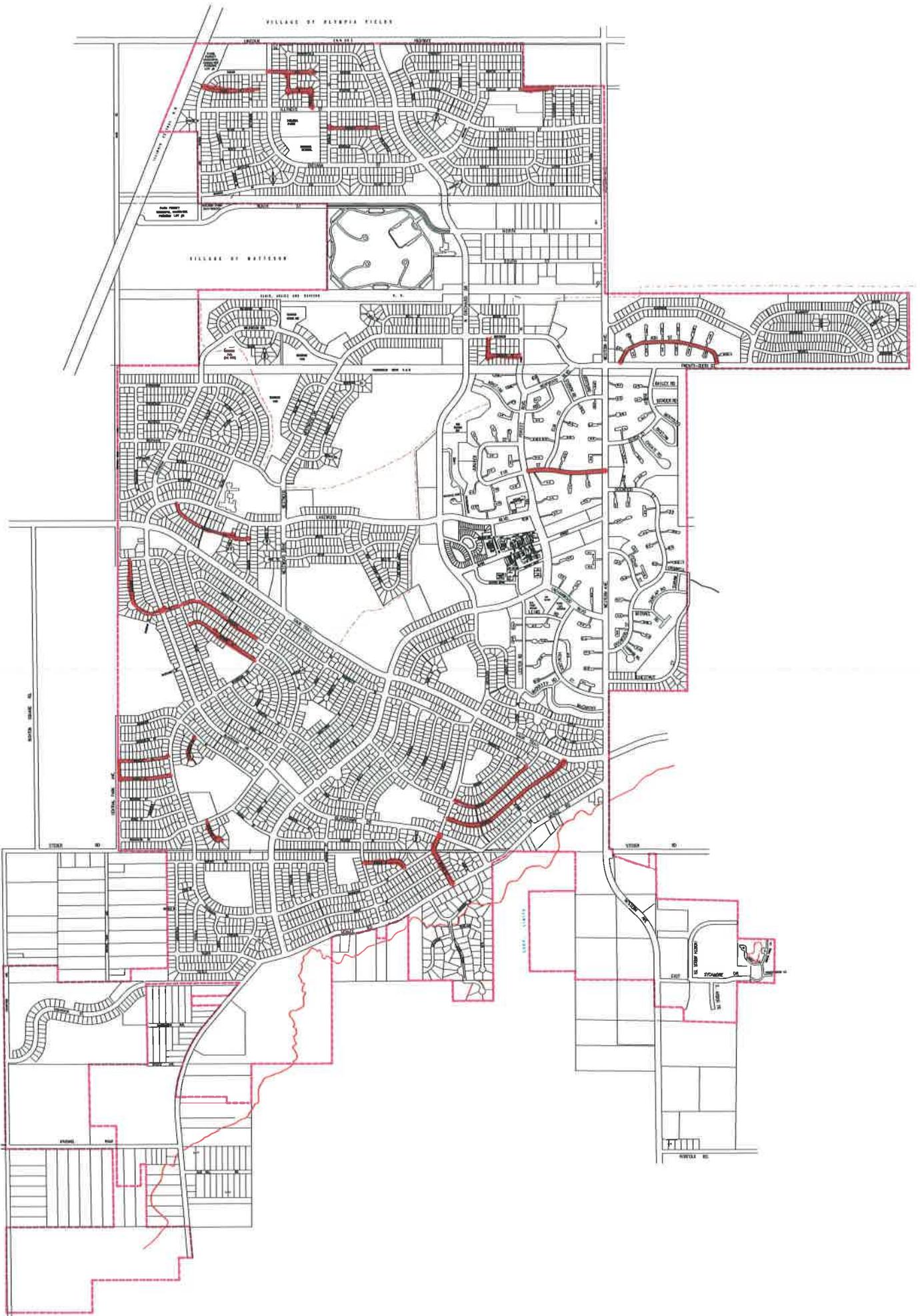
Construction Engineering Services consist of and include, an onsite Project Representative to assure compliance of contractor to the plans and specifications, measurement and computation of pay items, maintaining a daily record of work, inspection of work and materials, and other standard services during the construction phase of this project.

The fee for these services shall not exceed \$329,830 dollars. The fee for these services will be rolled into the total loan amount when all expenses for this project are finalized.

RECOMMENDATION: Approve this Construction Engineering Services Agreement with Baxter and Woodman Consulting Engineers in the amount not to exceed \$329,830 dollars and authorize the Village Manager to enter into this agreement for work associated with the 2015 Water Main Replacement Project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of January 4, 2016 for your discussion.

VILLAGE OF RYMPIA FIELDS



ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2015, between the Village of Park Forest, an Illinois municipal corporation (hereinafter referred to as the “Village”), and Baxter & Woodman, Inc. Consulting Engineers (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant for the 2015 Water Main Replacement (hereinafter referred to as the “Project”) pursuant to the “Project Description,” attached hereto and incorporated herein as Exhibit A, and Consultant’s “Scope of Services,” attached hereto and incorporated herein as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Consultant shall provide professional engineering services for the Project. These services shall include serving as the Village’s representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as set forth in Exhibit B, attached hereto.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the professional services set forth in Exhibit B as follows:

2.1.1. The Consultant’s fee for the professional engineering services set forth in Exhibit B is based upon Consultant’s standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel.

2.1.2. The Consultant’s cost for the engineering services for Project shall not exceed \$329,830.

2.2. The Consultant may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The Consultant may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses, and late payments charges as provided in the Local Government Prompt Payment Act.

2.3. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Consultant. If such changes

cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

4. INDEMNIFICATION.

4.1. The Consultant shall hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Consultant's negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

4.2. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Consultant and the Village they shall be borne by each party in proportion to its negligence.

4.3. The Village acknowledges that the Consultant's is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

4.4. The Village and the Consultant agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

5. INSURANCE.

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left."

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Comprehensive General Liability:

- i. Coverage to include Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's indemnification obligations under this Contract.

(B) Professional Liability:

- i. Per Claim Aggregate \$5,000,000.00
- ii. Per Project Aggregate \$5,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement.

(C) Workmen's Compensation:

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Workmen's Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workmen's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and

suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(F) **The Village shall be named as an additional insured on all insurance policies except Workmen’s Compensation and Professional Liability.**

5.3. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and its officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the Consultant or its officers, directors, employees, agents or any of them, hereafter referred to as the “Village’s Claims”, shall not exceed the total insurance proceeds available to pay on behalf of or to the Consultant by its insurers in settlement or satisfaction of the Village’s Claims under the terms and conditions of the Consultant’s insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

5.4. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6. SUCCESSORS AND ASSIGNS.

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

7. FORCE MAJEURE.

7.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. STANDARD OF CARE.

9.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's services.

9.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

9.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. SAVINGS CLAUSE.

10.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. NON-WAIVER OF RIGHTS.

11.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.2. This Agreement shall not prohibit the Consultant from providing engineering services to any other public or private entity or person. In the event that the Consultant provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such services as the Village deems appropriate.

12. ENTIRE AGREEMENT.

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

13. GOVERNING LAW.

13.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

14. ILLINOIS EPA PUBLIC WATER SUPPLY LOAN PROGRAM.

14.1. The Project will be partially funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The Engineer shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- (1) Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally

accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- (2) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (3) All information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the Engineers an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

14.2 The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

14.3 The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

15. NOTICE.

15.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

If to the Consultant:

John V. Ambrose, P.E., President/ CEO
Baxter & Woodman, Inc.
8678 Ridgely Road
Crystal Lake, IL 60014
jambrose@baxterwoodman.com

15.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

15.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

16. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

16.1. All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Consultant pursuant to this Agreement are instruments of service in respect to the Project, and the Consultant shall retain the right of reuse of said documents and electronic media by and at the discretion of the Consultant whether or not the Project is completed. Reproducible copies of the Consultant's documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Consultant's documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Consultant for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Consultant, and the Village shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Consultant's documents and electronic media will entitle the Consultant to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Consultant's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

16.2. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

17. BINDING AUTHORITY.

17.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

18. HEADINGS AND TITLES.

18.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

19. COUNTERPARTS.

19.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20. EFFECTIVE DATE.

20.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Clerk for the Village of Park Forest attests the signature of the Village Manager of the Village of Park Forest.

21. AUTHORIZATIONS.

21.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

22. EQUAL OPPORTUNITY EMPLOYER.

22.1. The Consultant is an equal opportunity employer and hereby incorporate the requirements of (44 Ill. Adm. Code 750 APPENDIX A) if applicable.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF PARK FOREST

BAXTER & WOODMAN, INC.

By: Thomas K. Mick
Its: Village Manager



By: Louis D. Hausmann
Its: Vice President/ COO

Dated: _____

Dated: November 23, 2015

ATTEST

ATTEST

By: Sheila McGann
Its: Village Clerk



By: Barbara Tobin
Its: Deputy Secretary

Dated: _____

Dated: November 25, 2015

VILLAGE OF PARK FOREST, ILLINOIS
2015 WATER MAIN REPLACEMENTS

EXHIBIT A

PROJECT DESCRIPTION

The Project includes construction engineering services for water main improvements consisting of replacement of approximately 22,000 lineal feet of new 8- inch water main. The construction engineering fee is based on the proposed water main will be designed as open-cut replacement. This Project includes replacing water services from the new corporation stop to the new water service (buffalo) box. The Project does not include reconstruction of the streets, drainage structures, utilities, or drives except in those circumstances that existing improvements are damaged during construction. Trenches will be restored with topsoil and sod or a pavement patch. The Project also includes construction services to accommodate \$600,000 of surface milling and repaving of streets selected by the Village that are at locations where the water main replacement work will occur.

VILLAGE OF PARK FOREST, ILLINOIS
2015 WATER MAIN REPLACEMENTS

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Review and prepare IEPA loan disbursement requests and submit to the IEPA on a monthly basis.
 - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
 - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal

holidays (for up to 2,540 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

6. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

7. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
- The Engineer shall complete the professional services described in the Agreement no later than 60 days after the Project reaches Final Completion.

AGENDA BRIEFING

DATE: December 28, 2015

TO: Mayor Ostenburg
Board of Trustees

FROM: Nicholas Christie – Assistant Village Engineer - DPW

RE: Enabling Resolution to enter into a Marketing Agreement with the Utility Service Partners Service Line Warranty Program

BACKGROUND/DISCUSSION:

The Department of Public Works is continually maintaining the sewer and water infrastructure of the Village. Similarly, private homeowners face the financial responsibility of maintaining their private domestic water and sanitary service lines. The National League of Cities Service Line Warranty Program, as administered by Utility Service Partners, Inc., has proposed a marketing agreement with the Village to advertise sewer and water service line warranties to our residents. Under the agreement, the Village will grant a three year non-exclusive license ("License"), with option yearly renewals thereafter, for to use Village's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to Village's prior review and approval. See a typical letter from the Village attached as Exhibit B. As consideration for the license, the Village will receive a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement.

The warranty program allows a resident the option to purchase a sewer service warranty for \$7.75 per month or \$88 annually (a \$5 savings for paying annually vs. monthly) that would cover any repair from the Village's main sewer until it daylights under the concrete floor. Additionally, a resident could purchase a water service warranty for \$5.75 per month or \$64 annually (a \$5 savings for paying annually vs. monthly) that would cover any repair from the Village's water shut off valve (b-box) until it daylights under the concrete floor. The limit of both coverages is \$4,000 unless the repair is in the street, where an additional \$4,500 of coverage is added. See the typical policy terms attached as Exhibit C and D.

This Warranty Program is intended to cover only single family residential homes. It is not intended to cover Commercial, Industrial, Cooperative Homes, or multi-unit dwellings. Any of those entities may negotiate separate agreements if they choose. Additionally, it should be noted that many single family homes share a portion of the sanitary service with their neighbor. In cases where both homeowners purchase a sanitary sewer warrantee, parts of the shared service could be considered "double covered". This is not ideal but is a situation that cannot be avoided.

RECOMMENDATION: Approve the Enabling Resolution and approve the Village Manager to enter into a Marketing Agreement with the Utility Service Partners Service Line Warranty Program.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Rules meeting of January 4, 2016 for your discussion.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS, INC.

WHEREAS, Village Code requires that private homeowners have maintenance and replacement responsibility for the water service line to the water shut off valve/buffalo box and sanitary sewer service line to the public main; and

WHEREAS, replacement costs of such lines can be substantial; and

WHEREAS, Utility Service Partners, Inc. desires to offer a warranty program which would assist in covering such private homeowner costs should they arise; and

WHEREAS, Utility Service Partners, Inc. desires to enter into a Marketing Agreement with the Village of Park Forest; and

WHEREAS, Utility Service Partners, Inc. is a reputable company endorsed by the National League of Cities; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook County and Will County, Illinois, in the exercise of Park Forest's home rule powers that the Marketing Agreement between Utility Service Partners, Inc. and the Village of Park Forest in substantially the form attached hereto as Exhibit "A" is hereby approved. **BE IT FURTHER RESOLVED** that the Village Manager is hereby authorized to execute the Agreement and associated documents on behalf of the Village.

ADOPTED this **day of _____, 2016.**

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST, ILLINOIS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the Village of Park Forest, Illinois ("Village"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, a single sewer lateral may in some, but not in all cases, serve two private properties; and

WHEREAS, water line laterals between the buffalo box (water shut off) and the connection to residential private property are owned by individual property owners; and

WHEREAS, Village desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

WHEREAS, Commercial, Industrial, Cooperative Homes, and multi-unit dwellings are not included in this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** Village hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** Village hereby grants to SLWA a non-exclusive license ("License") to use Village's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to Village's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Village agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the Village may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto. The contract forms for the Residential Properties Owners are attached hereto as Exhibits B and C.
4. **Consideration.** As consideration for such license, SLWA will pay to Village a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to Village a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. Village will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.
5. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the Village, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors,

subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Village:
ATTN: Tom Mick, Village Manager
Village of Park Forest
350 Victory Dr.
Park Forest, IL 60466-2003
Phone: 708-748-1129

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

7. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. Assignment. This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the Village, such consent not to be unreasonably withheld.

9. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Illinois. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. Incorporation of Recitals and Exhibits. The above Recitals and exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

VILLAGE OF PARK FOREST

By: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Exhibit A
NLC Service Line Warranty Program
Village of Park Forest, IL
Term Sheet
December 14, 2015
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 6 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
 - a. Village logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by Village official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the main tap until line daylights inside home...of which includes the service line under the concrete floor.
 - ii. For sewer laterals that serve two residential properties, scope shall also be from the main tap until the line daylights inside the home, of which includes the service line under the concrete floor.
 - b. External water line warranty
 - i. Scope is from the buffalo box (water shut off) until line daylights inside home...of which includes the service line under the concrete floor.
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2016 Spring - Sewer
 - b. 2016 Fall - Water
 - c. 2017 Spring - Sewer
 - d. 2017 Fall - Water
 - e. 2018 Spring - Sewer
 - f. 2018 Fall - Water
- VI. Campaign Pricing
 - a. Sewer
 - i. Year 1 - \$7.75 per month; \$88.00 annually
 - ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
 - iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.75 per month; \$64.00 annually
 - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
 - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)



National League of Cities Service Line Warranty Program

Illinois Participating Cities



For more information contact Mike Chambers at 724-678-6075



T1 P1*****AUTO**5-DIGIT 26301
John Smith
987 Main Street
Anytown, ST 12345



Contact ID: 1234567

Re: Sewer Service Line Repair
Coverage for Park Forest Homeowners

Reminder - Please disregard if you have already enrolled

Dear [Customer Name]:

Did you know that necessary repairs to the sewer line that runs between your home and the public utility connection are the responsibility of the homeowner? These lines have been subjected to the same elements that have caused our public service lines to decay – age, ground shifting, root invasion, fluctuating temperatures and more.

As a Park Forest homeowner and city official, I understand the importance of water conservation and protecting the environment. While efforts are underway in many communities to improve public water and sewer systems, these fixes don't address the sewer line located on your property. Homeowners can spend from hundreds to upwards of \$3,500 to repair a broken or leaking sewer line on their property – and that can be hard on a budget.

This is why I am pleased to introduce a new voluntary service line repair program which provides repair coverage for your outside sewer line, up to \$4,000 per incident with no deductibles. The Service Line Warranties of America (SLWA) Sewer Line Warranty Program is the only service line protection program for homeowners fully supported by Park Forest and endorsed by the National League of Cities. The program provides coverage 24 hours a day, 365 days a year.

SLWA, an independent organization, administers the program and is a BBB Accredited Business with an A+ rating. SLWA has helped more than 100,000 homeowners across the country save over \$64 million in service line repair costs.

Pay just \$0.00 per month – a savings of more than XX% on the standard price, or save even more with an annual payment of \$0.00 – a savings of more than XX%. Plus, SLWA will waive the 30-day waiting period, so you'll get immediate coverage! To receive these benefits, enroll by [DATE].

Enroll in this optional program by returning the completed bottom portion of this letter in the enclosed envelope or call **1-800-000-0000** to speak with an SLWA agent Monday through Friday 9:00 am to 5:00 pm. Or visit **www.slwofa.com** where you can enroll online – and learn about other service line warranty products available in your area!

Sincerely,

City Official Name
City Official Title

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.

✂ Cut here

[LETTERCD]



To enroll or to view the Terms and Conditions, please visit www.slwofa.com.

Please mark your selection:

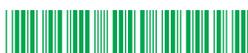
- Yes, please enroll me in the Sewer Line Warranty for just \$_____ per month.
- I want to save more. Enroll me in the Sewer Line Warranty for \$_____ per year.

John Smith
987 Main Street
Anytown, ST 12345
Contact ID: 1234567

I certify to the best of my knowledge that my line is in good working order.

Signature: _____ Email: _____ Date: _____

To protect your privacy, we do not share your information.





CONTRACT HOLDER:

[Name]
[Address line]
[City, ST ZIP]

PROVIDER:

Utility Service Partners Private Label, Inc. d.b.a.:
Service Line Warranties of America ("SLWA")
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840

Website: www.slwofa.com
Phone: 866-922-9006

Account No.: To be assigned
Confirmation No.: To be assigned

ENROLLMENT DATE: [MM/DD/YYYY]
EFFECTIVE DATE: [MM/DD/YYYY]

SERVICE ADDRESS:

[Name]
[Address line]
[City, ST ZIP]

Dear [Name],

Thank you for enrolling in the Service Line Warranties of America Outside **Sanitary Sewer** Line Service Program. This Home Service Contract is for your Outside Sanitary Sewer Line only and is subject to the enclosed "TERMS & CONDITIONS."

In addition to our enclosed standard Terms & Conditions, the following additions are required by State Law or negotiated on your behalf by your city. These additions supersede any provisions to the contrary in the Terms and Conditions;

Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. **THIS IS NOT A CONTRACT OF INSURANCE.**

This contract begins at noon, local time, thirty (30) calendar days after the enrollment date, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. There is no deductible or service fee per occurrence.

Should you need to file a claim, please contact our emergency hot line at **1-866-922-9006**. Representatives are available to take your call 24 hours a day, seven days a week, including holidays.

We hope that you never experience an emergency, but if you do, we are here to service your needs.

Thank you again for your business.

Sincerely,

Service Line Warranties of America

Please retain these documents for your reference.

Enclosed: GEN 3.0 Outside SANITARY SEWER Line Terms & Conditions

**TERMS AND CONDITIONS OF THE
SERVICE LINE WARRANTIES OF AMERICA ("SLWA")
OUTSIDE SANITARY SEWER LINE PROGRAM ("HOME SERVICE CONTRACT")**

This Home Service Contract covers the **primary sanitary sewer** line from the point of entry at your home (including a primary sanitary sewer line which may be buried or embedded in a concrete slab under your single-family home) to the point of public or municipal sewer responsibility (typically the main service line) and provides service or repair to restore flow to the primary sanitary sewer line serving your residential home *where the flow of the line is impeded due to normal wear and tear or tree roots*. This Home Service Contract is limited to \$4,000 per line repair occurrence. If public street or public sidewalk cutting is required to repair the line, an additional allowance is provided; up to \$4,000 for public street repair and up to \$500 for public sidewalk repair. Determination of how a covered sanitary sewer line claim is to be serviced, repaired or replaced is entirely within the discretion of SLWA based on its professional judgment. **Please note that this Home Service Contract does not cover repairs that might be needed to meet local regulatory requirements or utility directives for matters unrelated to the ability of the line to maintain an unimpeded flow, such as failed smoke or dye tests, or ground or storm water infiltration.**

By enrolling, you represent that your outside sanitary sewer line is in good working order.

This Home Service Contract covers only the home listed on the cover page. You may not assign or transfer this Home Service Contract to another person or to another home or property.

To initiate a service call under this Home Service Contract, you must call SLWA, toll free at 866-922-9006 (assistance is available 24 hours per day, 7 days a week) before any work is performed. All work must be performed by an authorized SLWA contractor. Any exceptions to this are at the sole discretion of SLWA and in no event will SLWA's liability for reimbursement on work performed by a non-SLWA contractor exceed \$500. If a permit or line location is required, proper permitting will be secured **before** work will commence; any repair will conform to applicable plumbing/excavating codes. *Please note that our approved contractors must have safe and clear access to, and safe working conditions at and around the work area.*

This Home Service Contract starts thirty (30) days after the enrollment date noted on the cover page, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. This Home Service Contract may be canceled for nonpayment. Your account must be in good, current standing to receive any service or repair under this program.

This Home Service Contract **DOES NOT COVER:**

- a) updating and/or moving lines where the flow of sewage is not impeded, in order to meet code, law, or ordinances or to satisfy directives of the sewer utility company or others, including inflow and infiltration issues (failed smoke or dye tests, ground water infiltration into the line);
- b) mandated separation of storm and sanitary drain lines;
- c) any shared sewer line that provides service to more than two properties, detached houses, secondary buildings or branch lines, whether known or unknown; commercial properties, mobile homes, primary sanitary lines that are over 6 inches in diameter, lift stations or lift pumps, sump, trash or grinder pumps or storm sewer lines;
- d) damage to a sewer line that is caused directly or indirectly by you, a third party, natural disasters, acts of God, or by any insurable causes;
- e) Any damage/cleanup to the inside of the home, including personal property, or replacement or "matching" of any floor covering or affected area (e.g., carpet, hard wood, marble, ceramic tile, dry wall, paint, plaster or wallpaper, etc.). Restoration does not include landscaping services, such as replacing trees, sod or shrubs or repairing private paved and/or concrete surfaces, walkways leading to the home, or structures on your property.

After a sewer line is repaired, SLWA will provide basic site restoration service to the affected area limited to filling trenches, mounding (to allow for settling), raking and seeding (weather permitting) excluding sod. If slab cutting within the foundation walls is necessary to repair a broken sewer line, the resulting trench will be filled with gravel and covered with concrete. Debris will be removed from the work area.

You have thirty (30) days from the date you enroll in the Home Service Contract to cancel and receive a full refund of any payment you have made. After 30 days, you may cancel the Home Service Contract at any time, and you will be reimbursed the pro rata share of any amount you paid, less 1) any costs paid towards a claim filed on your account and 2) a \$6.00 processing fee. SLWA will not pay any refund which is less than \$6.00, unless requested by you.

SLWA may modify the Home Service Contract by giving you thirty (30) days' written notice and may terminate the Home Service Contract for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the Home Service Contract period subject to cancellation.

IMPORTANT: Please retain this document for your records. The cover letter and these Terms and Conditions are the official copy of your Home Service Contract.

**Service Line Warranties of America
is a private brand name owned and operated by
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Phone: 866-922-9006 Website: www.slwofa.com



CONTRACT HOLDER:

[Name]
[Address line]
[City, ST ZIP]

PROVIDER:

Utility Service Partners Private Label, Inc. d.b.a.:
Service Line Warranties of America ("SLWA")
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Website: www.slwofa.com
Phone: 866-922-9006

Account No.: To be assigned
Confirmation No.: To be assigned

ENROLLMENT DATE: [MM/DD/YYYY]
EFFECTIVE DATE: [MM/DD/YYYY]

SERVICE ADDRESS:

[Name]
[Address line]
[City, ST ZIP]

Dear [Name],

Thank you for enrolling in the Service Line Warranties of America Outside **Water** Line Service Program. This Home Service Contract is for your Outside Water Line only and is subject to the enclosed "TERMS & CONDITIONS."

In addition to our enclosed standard Terms & Conditions, the following additions are required by State Law or negotiated on your behalf by your city. These additions supersede any provision to the contrary in the Terms and Conditions;

Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. **THIS IS NOT A CONTRACT OF INSURANCE.**

This contract begins at noon, local time, thirty (30) calendar days after the enrollment date, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. There is no deductible or service fee per occurrence.

Should you need to file a claim, please contact our emergency hot line at **1-866-922-9006**. Representatives are available to take your call 24 hours a day, seven days a week, including holidays.

We hope that you never experience an emergency, but if you do, we are here to service your needs.

Thank you again for your business.

Sincerely,

Service Line Warranties of America

Please retain these documents for your reference.
Enclosed: GEN 3.0 Outside WATER Line Terms & Conditions

**TERMS AND CONDITIONS OF THE
SERVICE LINE WARRANTIES OF AMERICA ("SLWA")
OUTSIDE WATER SERVICE LINE PROGRAM ("HOME SERVICE CONTRACT")**

This Home Service Contract covers the consumer-owned portion of the **primary water service** line from a public or municipal water system up to the internal point of entry to your single-family home, (including a primary water line which may be buried or embedded in a concrete slab under your home) and provides service or repair for the broken or leaking **primary water** line serving your residential home **where the flow of the line is interrupted due to normal wear and tear**. This Home Service Contract is limited to \$4,000 per line repair occurrence. If public street or public sidewalk cutting is required to repair the line, an additional allowance is provided; up to \$4,000 for public street repair and up to \$500 for public sidewalk repair. Determination of how a covered water line is to be serviced, repaired or replaced is entirely within the discretion of SLWA based on its professional judgment.

By enrolling, you represent that your water line is in good working order.

This Home Service Contract covers only the home listed on the cover page. You may not assign or transfer this Home Service Contract to another person or to another home or property.

To initiate a service call under this Home Service Contract, you must call SLWA, toll free at 866-922-9006 (assistance is available 24 hours per day, 7 days a week) before any work is performed. All work must be performed by an authorized SLWA contractor. Any exceptions to this are at the sole discretion of SLWA and in no event will SLWA's liability for reimbursement on work performed by a non-SLWA contractor exceed \$500. If a permit or line location is required, we will secure proper permitting **before** work will commence; any repair will conform to applicable plumbing/excavating codes.

Please note that our approved contractors must have safe and clear access to, and safe working conditions at and around the work area.

This Home Service Contract starts thirty (30) days after the enrollment date noted on the cover page, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. This Home Service Contract may be canceled for nonpayment. Your account must be in good, current standing to receive any service or repair under this program.

This Home Service Contract **DOES NOT COVER:**

- a) any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines including water systems for sprinklers, pools, hot tubs, and/or other outdoor systems, whether known or unknown; repair of meters, meter vaults, repair or replacement of curb valves or curb boxes;
- b) service lines owned by any utility or connected to a commercial facility or a mobile home, or the cost of repairing or replacing a meter(s) that is not being relocated as a means of repairing or replacing your water supply line;
- c) updating and/or moving lines where the flow of water is not disrupted, in order to meet code, law, or ordinances or to satisfy directives of the water utility company or others;
- d) damage to a water line that is caused directly or indirectly by you, a third party, natural disasters, acts of God, or by any insurable causes;
- e) Any damage/cleanup to the inside of the home, including personal property, or replacement or "matching" of any floor covering or affected area (e.g., carpet, hard wood, marble, ceramic tile, dry wall, paint, plaster or wallpaper, etc.). Restoration does not include landscaping services, such as replacing trees, sod or shrubs or repairing private paved and/or concrete surfaces, walkways leading to the home, or structures on your property.

After a water line is repaired, SLWA will provide basic site restoration service to the affected area limited to filling trenches, mounding (to allow for settling), raking and seeding (weather permitting) excluding sod. If slab cutting within the foundation walls is necessary to repair a broken water line, the resulting trench will be filled with gravel and covered with asphalt or cement as appropriate. Debris will be removed from the work area.

You have thirty (30) days from the date you enroll in the Home Service Contract to cancel and receive a full refund of any payment you have made. After 30 days, you may cancel the Home Service Contract at any time, and you will be reimbursed the pro rata share of any amount you paid, less 1) any costs paid towards a claim filed on your account and 2) a \$6.00 processing fee. SLWA will not pay any refund which is less than \$6.00, unless requested by you.

SLWA may modify the Home Service Contract by giving you thirty (30) days' written notice and may terminate the Home Service Contract for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the Home Service Contract period subject to cancellation.

IMPORTANT: Please retain this document for your records. The cover letter and these Terms and Conditions are the official copy of your Home Service Contract.

**Service Line Warranties of America
is a private brand name owned and operated by
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Phone: 866-922-9006 Website: www.slwofa.com

AGENDA BRIEFING

DATE: December 28, 2015

TO: Mayor Ostenburg
Board of Trustees

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

RE: Approval to Execute a Local Agency Agreement for Federal Participation and Approval of a Funding Resolution for Construction Costs of Bikeway Sharrows and Signage along Various Routes.

BACKGROUND/DISCUSSION:

DPW has been working on plans for the installation of bikeway sharrows, the delineation of the existing on-street parking, installation of supporting bikeway signage and creation of bikeway educational brochures for resident distribution. Work is planned along Blackhawk Drive, Lakewood Blvd, Westwood Drive, Wildwood Drive, Shabbona Drive, and South Orchard Drive, see attached Location Map.

This project is scheduled to receive maximum 80% FHWA (CMAQ) funding, not to exceed \$108,040. If bids exceed \$135,050, there are 4 directions the Village can choose. The Village can fund any overage above 20%, at 100% Village participation (as shown below), go through the process to request additional funding from SSMMA and CMAQ, cut back on project locations to bring total projected project costs to equal an 80/20 division of cost, or rebid. Course of action will be determined after bid opening. In order to receive funding, the Village needs to enter into an Agreement with the State of Illinois, for Federal Highway Administration (FHWA) participation, and pass a Funding Appropriation Resolution which supports the Village’s commitment to its share of funding. As consistent with similar projects, DPW recommends the appropriation of Motor Fuel Tax funds, where funds have been budgeted for this project. The targeted Letting Date for this project is March 4, 2016 with construction to begin in 2016. The total estimated costs for this Phase are as follows:

	Federal Share	Village Share	Estimated Total
Construction	\$ 108,040	\$ 30,960	\$ 139,000
Total	\$ 108,040	\$ 30,960	\$ 139,000

RECOMMENDATION: Approve the execution of this Local Agency Agreement for Federal Participation and approve the attached Resolution appropriating funds for this project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of January 4, 2016 for your discussion.



**Illinois Department
of Transportation**

**Local Public Agency Agreement
for Federal Participation**

Local Public Agency Village of Park Forest	State Contract X	Day Labor	Local Contract	RR Force Account
Section 14-00100-00-SG	Fund Type CMAQ	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-313-14	CMM-4003(331)				

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

Location

Local Name Various Route Various Length 6.4 mi
Termini Various

Current Jurisdiction LPA TIP Number 07-14-0009 Existing Structure No N/A

Project Description

Bicycle Pavement Markings, Signage, and Public Education on various routes including Lakewood Boulevard (Sauk Trail to Orchard Drive), Blackhawk Drive (Osage Street to Sauk Trail), Westwood Drive (Sauk Trail to Orchard Drive), Wildwood Drive (Lakewood Boulevard to Westwood Drive), Shabbona Drive (Will County line to Sauk Trail) and South Orchard Drive (Shabbona Drive to Sauk Trail).

Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	108,040	(*)	()	30,960	(BAL)	139,000
Non-Participating Construction	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()
Railroads	()	()	()	()	()	()
Utilities	()	()	()	()	()	()
Materials	()	()	()	()	()	()
TOTAL	\$ 108,040			\$ 30,960		\$ 139,000

*Maximum FHWA (CMAQ) participation 80% not to exceed \$108,040.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

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

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

Agreement Provisions

THE LPA AGREES:

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

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

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

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

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

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

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

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

ADDENDA

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

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

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

John A. Ostenberg

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number is 36-600-6040 conducting business as a Governmental Entity.

DUNS Number 079761573

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

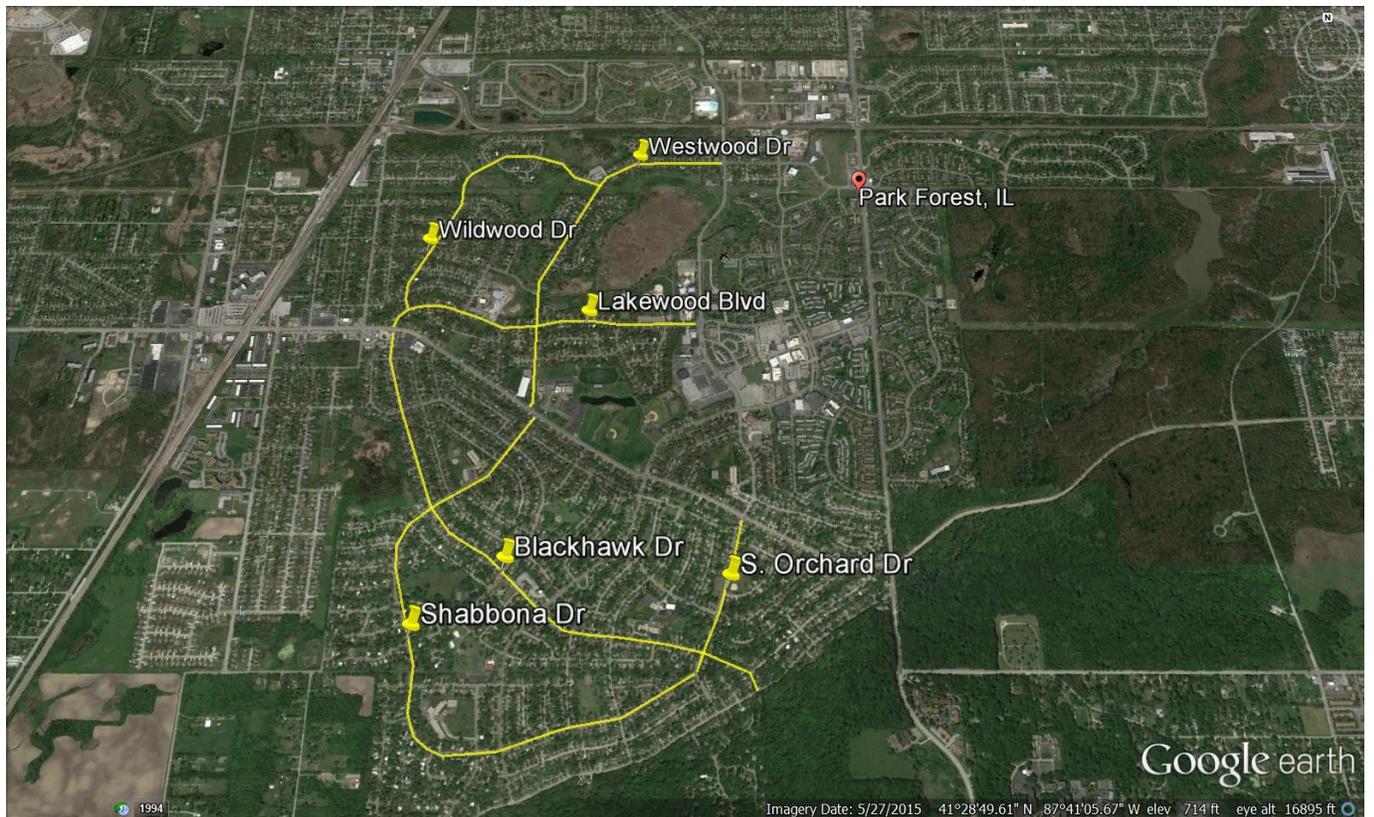
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

Addendum # 1 - Location Map



Village of Park Forest
Pavement Marking and Signage
MFT Section 14-00100-00-SG
State Job Number C91-313-14
Federal Project Number CMM-4003(331)
TIP ID 07-14-0009
Cook and Will Counties



RESOLUTION No. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE VILLAGE OF PARK FOREST AND APPROPRIATING FUNDS FOR THE PAVEMENT MARKING AND SIGNAGE PROJECT

WHEREAS, in 2014, The Village of Park Forest adopted a Bicycle and Pedestrian Plan; and

WHEREAS, The Village of Park Forest applied for and received Congestion Mitigation Air Quality (CMAQ) funding from the Chicago Metropolitan Agency for Planning (CMAP) for the installation of bikeway pavement markings on various Village roads; and

WHEREAS, said project has been approved by the Illinois Department of Transportation to receive CMAQ Funds for 80% of the Phase III Construction costs and is hereby designated as Section 14-00100-00-SG; and

WHEREAS, in order to obtain federal funding for Phase III Construction, the Village of Park Forest is required, under Illinois Department of Transportation policies, to enter into a Local Public Agency Agreement for Federal Participation; and

WHEREAS, in compliance with the aforementioned agreement, it is required for the Village to appropriate sufficient funds to pay its share of the cost of said improvement project; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the Village of Park Forest defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the attached Local Public Agency Agreement for Federal Participation is hereby approved and that there is hereby appropriated the sum of \$30,960.00 dollars or so much thereof as may be necessary, from the Village Motor Fuel Tax Fund, to be reimbursed to the State upon contract completion.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said Agreement.

BE IT FURTHER RESOLVED, that the Mayor and Board of Trustees agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

ADOPTED this _____ day of January, 2016

APPROVED:

ATTEST:

JOHN A. OSTENBURG, Mayor

SHEILA McGANN, Village Clerk

CERTIFICATE OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and appointed Village Clerk of the Village of Park Forest, in the Counties and State aforesaid; and as such Clerk, I am the keeper of the official journal, records and files of the Village Board of said Village.

I do further certify that the attached and foregoing is a full, true and correct copy of:

RESOLUTION NO. _____

Passed and approved

_____, 2016

as adopted by the Mayor and Board of Trustees of the Village of Park Forest at a legally convened meeting in the Village of Park Forest.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2016.

Sheila McGann
Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: December 29, 2015

TO: Mayor Ostenburg
Board of Trustees

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

RE: An Ordinance Granting a Variation for Chapter 118 (“Zoning”), Article VII (“Signs”), Section 305(a)(1) (“Residential development identification signs”)

BACKGROUND/DISCUSSION:

The Zoning Board of Appeals (ZBA) has considered and made a recommendation on a request for a Variation to the permitted size of residential development identification signs as established by the Zoning Ordinance for the property at 206 Birch Street (Park Forest Cooperative/Birch Street Townhomes).

The Zoning Ordinance permits residential identification signs to be no larger than 10 square feet in area and no higher than 6 feet, measured from the adjacent curb. The number and location of these signs may be approved by the Village Manager. The applicant proposes to install two residential development identification signs, as depicted on the attached exhibit. The first sign, which will be located at the corner of Birch Street and Western Avenue, is proposed to be 32 square feet in size and approximately 5 feet tall. The second sign will be located at the corner of 26th Street and Western Avenue, and is proposed to be 26.4 square feet and 4.3 feet tall.

The ZBA conducted a public hearing on this request at their meeting of December 8, 2015, and voted 4-0-1 (four in favor, one abstention) to recommend approval of the requested variation to the Zoning Ordinance. The ZBA’s recommended findings of fact are attached as well. Because the Board of Trustees has final authority for approval of this variation, the Board is responsible for making the required findings of fact. Therefore, the Board can either accept the ZBA’s findings of fact or revise them as desired.

For more details about this request, see the attached Staff report and the memo from Chair Nissim Eskenazi outlining the Zoning Board of Appeals’ recommendation. The Village Attorney reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Agenda of January 4, 2016 for discussion.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION FOR
CHAPTER 118 (“ZONING”), ARTICLE VII (“SIGNS”), SECTION 305(a)(1)
 (“RESIDENTIAL DEVELOPMENT IDENTIFICATION SIGNS”)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS, FOR 206 BIRCH STREET**

WHEREAS, the Park Forest Zoning Ordinance establishes a process for the granting of variations to the provisions of the Ordinance; and

WHEREAS, Mr. Brian Ross, Managing Agent for the Park Forest Cooperative/Birch Street Townhomes located at 206 Birch Street, requested this variation to the provisions of Section 305(a)(1) of Chapter 118 (“Zoning”) relating to the permitted size of residential development identification signs for the Park Forest Cooperative/Birch Street Townhomes at 206 Birch Street; and

WHEREAS, the Zoning Board of Appeals conducted a public hearing to consider this application on December 8, 2015; and

WHEREAS, on November 15, 2015, notice for said public hearing was published in the *Daily Southtown Newspaper*, a newspaper of general circulation within the Village, and notice of said public hearing was sent to all property owners within 250 feet of the subject property; and

WHEREAS, the Zoning Board of Appeals has voted 4-0-1 (four in favor, one abstention) to recommend approval of the requested variation to this Ordinance; and

WHEREAS, the Zoning Board of Appeals has voted unanimously to recommend approval of the required findings of fact; and

WHEREAS, the Mayor and Board of Trustees have determined that granting the variation to the size requirements for residential development identification signs 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: Zoning Board of Appeals Findings and Recommendation. The findings and recommendation of the Zoning Board of Appeals, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and approved.

SECTION 3: Variation Granted. A Variation to Section 118-305(a)(1) of the Zoning Ordinance is hereby granted pursuant to the Zoning Board of Appeal's recommendation to permit residential development identification signs as proposed by the attached Exhibit A.

SECTION 4: Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2016.

APPROVED:

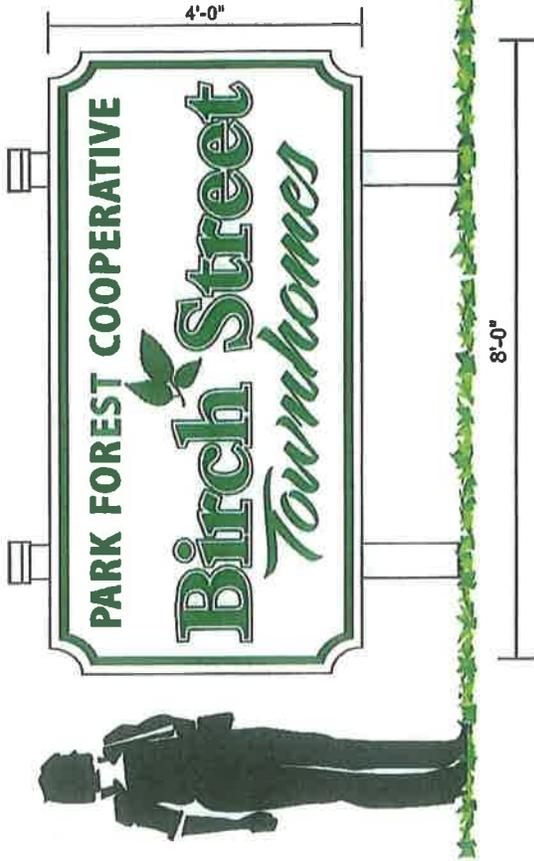
ATTEST:

Mayor

Clerk

EXHIBIT A
PARK FOREST COOPERATIVE/BIRCH STREET TOWNHOME SIGNS

Single-Sided 8' x 4'-0"



Single-Sided 8' x 3'-4"



This Drawing and Design is the Property of Roeda Signs, Inc.
 Any Reproduction or Use of these drawings is unlawful
 without the exclusive consent of Roeda Signs, Inc.



Any errors not noted will be on the finished product.



Approved Approved with changes noted

Not Approved - Revise & Resubmit

Date / / Signed:

CLIENT



708.333.3021
 16931 S. Skate St. South Holland, IL 60473

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Nissim Eskenazi, Chair
Zoning Board of Appeals

DATE: December 10, 2015

RE: Recommendation – Request for a Zoning Variance for residential development identification signs per Section 118-305(a)(1) for 206 Birch Street

At our meeting on December 8, 2015, the Zoning Board of Appeals conducted a public hearing and considered a request for a Zoning Variance for the size of residential development identification signs per Section 118-305(a)(1) for the Park Forest Cooperative/Birch Street Townhomes, located at 206 Birch Street.

After taking public comment and discussing this item, the Zoning Board of Appeals voted 4-0-1 (four in favor, one abstention) to recommend approval of the Zoning Variance requested by Mr. Brian Ross, Managing Agent for the Park Forest Cooperative/Birch Street Townhomes, as described in the attached Staff memo (December 1, 2015). No conditions were recommended.

As required by State Statute and the Village's Zoning Ordinance, the Zoning Board of Appeals made Findings of Fact, which are attached for the Board's consideration.

Best regards,
Nissim Eskenazi, Chair

**ZONING BOARD OF APPEALS
FINDINGS OF FACT**

FOR: Request for a Zoning Variance for the size of residential development identification signs, Section 118-305(a)(1) of the Zoning Ordinance, at 206 Birch Street.

NOTE: The required findings of fact per State Statute and Village Ordinance are noted in *italics* and the Zoning Board of Appeals' response to each is underlined.

1. *The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

The proposed signs will identify the property better for marketing purposes.

2. *The plight of the owner is due to unique circumstances.*

The unique circumstances are that residential development is located on a 40 acre parcel of property and along a four-lane, major arterial. The larger signs will be more visible than signs that strictly adhere to the requirements of the ordinance.

3. *The variation, if granted, will not alter the essential character of the locality.*

The variance will not alter the essential character of the locality.

4. *The particular physical surroundings, shape or topographical features of the property create a hardship, as distinguished from a mere inconvenience, if the strict letter of the regulations were applied.*

The business would experience a hardship if it was not able to use larger signs because of the size of the property and the location along a four-lane, major arterial.

5. *The conditions applicable to this property are not generally applicable to other properties within the same zoning classification.*

This variance would not apply to other properties. Each case has to stand on its own.

6. *The purpose of the requested variance is not based exclusively on a desire to make more money from the property.*

While the requested variance will enhance the marketing ability of the property, it will also allow for passersby to become more familiar with the cooperative as a housing option.

7. *The alleged difficulty or hardship has not been created by the owner of the property.*

Agree.

8. *Granting this variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

9. *Granting of this variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the neighborhood.*

Granting the variance will not create these problems.

ZONING BOARD OF APPEALS MEMO

TO: Zoning Board of Appeals

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

DATE: December 1, 2015

RE: NEW BUSINESS – Zoning Board of Appeals Meeting of December 8, 2015
Public Hearing to consider a Request for a Variance to Section 118-305(a)(1) of the Zoning Ordinance, regarding the Size of a Residential Identification Sign

A request has been submitted by Mr. Brian Ross, Managing Agent for the Park Forest Cooperative/Birch Street Townhomes, for a variance to Section 118-305(a)(1) of the Park Forest Zoning Ordinance, which establishes the permitted size of residential development identification signs. The Zoning Ordinance permits such signs to be no larger than 10 square feet in area and no higher than 6 feet, measured from the adjacent curb. The number and location of these signs may be approved by the Village Manager.

The applicant proposes to install two residential development identification signs, as depicted on the attached exhibit. The first sign, which will be located at the corner of Birch Street and Western Avenue, is proposed to be 32 square feet in size and approximately 5 feet tall. The second sign will be located at the corner of 26th Street and Western Avenue, and is proposed to be 26.4 square feet and 4.3 feet tall.

As required by the Zoning Ordinance, notice of this public hearing was published in the *Daily Southtown Newspaper* on November 15, 2015. Also as required by the Zoning Ordinance, this notice was sent, via certified mail return receipt requested, to all property owners within 250 feet of the property. No inquiries or concerns have been expressed relative to the requested variance.

This request is being considered by the Zoning Board of Appeals (ZBA) pursuant to Section 118-26 of the Zoning Ordinance, which provides that the ZBA shall hold public hearings on all requests for variances and shall make its recommendations to the Board of Trustees. A variance may be granted by the Board only after either the Village Board or the ZBA has made findings of fact that specify the reasons for the variance. The required findings of fact are noted below, and a worksheet has been attached to assist the ZBA in drafting its findings of fact related to the requested variance.

BACKGROUND

There are seven different multifamily developments in the Village that are designed and laid-out in a similar fashion. These include the five cooperative housing corporations (including the Park Forest Cooperative/Birch Street Townhomes) and two rental corporations (Central Park Townhomes and Pangea Townhomes, formerly known collectively as the Thorn Creek Townhomes). Each of these multifamily developments has similar signs to those requested by the applicant, and most are designed (size and height) similarly to that requested by the

applicant. Building permit records were found for the residential development identification signs at the Park Forest Area E Cooperative and the Central Park Townhomes rental development. The Area E signs are 21.5 square feet in size and over 7 feet tall. The signs at Central Park Townhome signs are 24 square feet in size and over 6 feet tall. Both signs were approved by resolution of the Park Forest Board of Trustees. The signs proposed by the Birch Street Townhomes are consistent with these signs.

The Village is currently in the process of reviewing a draft, revised Unified Development Ordinance (UDO). The new ordinance will include both the zoning and subdivision provisions currently contained in the Municipal Code, but they will be substantially rewritten to conform to more up-to-date standards, and to be consistent with the Village's adopted comprehensive plan. The new UDO is expected to be formally reviewed by the Plan Commission in March/April 2016 and by the Village Board of Trustees in April/May 2016.

The draft UDO addresses many different types of permanent signs. The sign proposed by this application is considered a "pole sign" by the draft UDO, defined as "a sign mounted to one or more freestanding poles that does not include a freestanding base and is not attached to a building". The draft UDO proposes to permit pole signs in the multifamily residential zoning districts for the purpose of identifying residential and non-residential uses. The permitted size and height of these signs has not yet been drafted. The outcome of this variance request is likely to be informative to the process of determining these design standards.

FINDINGS OF FACT

The Zoning Ordinance requires that a variation to the Ordinance shall not be granted unless findings of fact have been made relative to the specific case. The required findings of fact are described as follows:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
2. The plight of the owner is due to unique circumstances.
3. The variation, if granted, will not alter the essential character of the locality.
4. The particular physical surroundings, shape or topographical features of the property create a hardship, as distinguished from a mere inconvenience, if the strict letter of the regulations were applied.
5. The conditions applicable to this property are not generally applicable to other properties within the same zoning classification.
6. The purpose of the requested variance is not based exclusively on a desire to make more money from the property.
7. The alleged difficulty or hardship has not been created by the owner of the property.
8. Granting this variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
9. Granting of this variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the neighborhood.

The property owner's application is attached for reference, and the attached worksheet may be helpful in drafting the required findings of fact.

ZONING BOARD OF APPEALS ACTION

After conducting the public hearing, the Zoning Board of Appeals is asked to consider this request for a variance to Section 118-305(a)(1) of the Zoning Ordinance regarding the permitted size of residential development identification signs, and to make a recommendation to the Board of Trustees regarding the request. The ZBA's recommendation should include a response to each of the required findings of fact.

AGENDA BRIEFING

Memorandum

TO: Mayor John Ostenburg
Board of Trustees

FROM: Village Manager

DATE: December 29, 2015

RE: **AN ORDINANCE AMENDING CHAPTER 22, SECTION 473 OF THE VILLAGE OF PARK FOREST CODE OF ORDINANCES RELATING TO CRIME FREE HOUSING**

BACKGROUND/DISCUSSION

Overview of the Crime Free Housing Program:

In March 2008, the Village implemented a Crime Free Housing Program in response to quality of life issues raised in the community. The program aims to address problem properties by compelling landlords to obtain a Crime Free Housing license and take an active interest in the well-being of and actions of their tenants. The program requires that all landlords are mandated to register for a license and attend a Crime Free Housing seminar as presented by the Park Forest Police Department. It also requires that landlords take eviction action against tenants who criminally violate lease agreements. Landlords who refuse to comply with the provisions of the Crime Free Housing Ordinance face removal from the program and a potential \$1,500 per-day fine.

Currently, the Crime Free Housing Program is being administered across more than 1,510 single family rental properties in the Village as owned by more than 760 landlords. Additionally, the Crime Free Housing Program is being administered in 1,996 housing cooperatives and just over 1,000 multi-family rental units. Since its inception, the Crime Free Housing Program has had a dramatic influence on reducing criminal incidents in Park Forest. This is evidenced by statistics related to calls for police service:

2007	2008	2009	2010	2011	2012	2013	2014	2015
20,308	19,413	16,440	16,236	16,504	18,052	15,644	17,126	17,600*

The calls for service noted above for 2015 are prorated for the full calendar year based on 16,443 calls as of December 7, 2015.

Because of this program, police resources are better able to be redirected to actions taken to further “quality of life” improvements in Park Forest. The Crime Free Housing program has also facilitated collaborative working relationships with various property ownership and management entities across the Village. It is these collaborative relationships which help address problem properties. Since the Crime Free Housing program began in 2008 there have been 87 problem renters removed from rental properties.

Park Forest Housing Authority Portable Vouchers:

In order to maintain closer oversight to subsidized housing voucher certificates, the Village of Park Forest established the local Park Forest Housing Authority (PFHA) in 1994. To aid in the mission of the PFHA, the Village of Park Forest covers numerous administrative/overhead costs such as utilities, payroll, check processing, etc. Typically, these costs are not covered by administrative fees conveyed to the PFHA by HUD.

At the inception of the PFHA, the Village was endowed with 177 local vouchers to be administered by Housing Authority staff. As housing voucher programs have evolved, portability of vouchers began to take place. This concept allows subsidy recipient to move their voucher from within one housing authority’s jurisdiction to another. Overall, this is a good thing inasmuch as the goal of subsidized housing is for voucher certificate recipients to be spread across an entire region rather than being concentrated in any one particular building, neighborhood or community.

From an oversight standpoint, the local housing authority has to administer both its own local voucher certificates and any portable vouchers which have come into the jurisdiction. The total number of portable vouchers in Park Forest has skyrocketed over the past decade as seen in the following:

2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
198	212	208	174	222	272	306	320	406	457

The figures noted above are based on the total portable vouchers being administered in March of each year. The figure for 2015 has actually increased to a current level of 485 portable vouchers. According to PFHA records, approximately 67% of all portable vouchers being administered by Park Forest originate from the Housing Authority of Cook County, 18% are from the Chicago Housing Authority, and the remaining 15% are from various other housing agencies across the nation.

The portable housing voucher phenomena causes two problems for the Village and the Park Forest Housing Authority. First, staff for the Authority has become overwhelmed by the sheer volume of accounts to be processed (move-ins, move-outs, landlord checks, etc.) on a monthly basis. The original staffing level for the PFHA was 3 people overseeing 177 vouchers, or about 59 vouchers per employee. The current staffing level in the PFHA is 3 full-time staff plus 2 part-time staff. With 627 total vouchers being administered each month (142 Park Forest vouchers + 485 portables), the ratio is at 157 vouchers per employee.

The second problem with the portable vouchers phenomena is that the initial (or parent) housing authority keeps a portion of the monthly administrative fee that is paid by HUD. This differential equates to about \$10.52 per month per the number of portable vouchers being administered. While this figure does not seem that large by itself, when annualized across more than 450 net portable vouchers, the dollars equate to a deficit of more than \$58,100 each year. Village Officials have brought this funding issue to HUD’s attention on numerous occasions dating as far back as 2010. The response from HUD is that it recognizes the Park Forest situation as an “extraordinary” circumstance in that most housing authorities see an influx of portable vouchers which total, on average, about 10% of the overall voucher workload. In Park Forest’s case, this would be around 17 portable vouchers compared to the 485 or 274% increase of vouchers being administered. HUD has taken a

few different actions to address housing funding matters. First, a study was conducted back in 2012 which researched, among other things, the portable administration fee (currently at \$55.36/month for Illinois Housing Authorities). A result is that the initial/parent organization went from keeping 25% of the monthly admin fee to 21% and is currently at 19%. This helps close the differential from what used to total \$13.84 per month at the 25% benchmark to the current figure of \$10.52 per month. Other actions taken by HUD, include their acknowledged of the Park Forest anomaly by providing a three different one-time disbursements. In October, 2013, the Village received a disbursement of \$8,732. Another one-time disbursement of \$14,303 was received in June, 2014. Finally, in May of this year another \$27,618 disbursement was received after the portables issue was once again brought to the attention of HUD representatives in Washington.

In short, the 3 singular disbursements do not address the overall portables issue. To this end, Village Staff is recommending a change to the rental license fee structure as set by Village Code. The current fee structure is as follows:

# of units	Amount
1	\$75.00
2-10	\$125.00
11-19	\$175.00
20 or more	\$225.00

The structure currently in place generates about \$64,000 in revenues collected over the past 2 years. The proposed

# of units	Amount
1	\$125
2	\$115
3	\$105
4 – 10 units	\$95
11 or more units	\$950 plus \$6.50 per unit

Staff estimates are that the proposed new structure would generate approximately \$100,000 in additional revenue which would offset the Village’s shortfall in supporting the Park Forest Housing Authority. The relevant section of Village Code has been revised as attached to reflect the proposed new fee structure and would take effect immediately should it be approved by the Mayor/Village Board. The concept of this new fee structure has been discussed with Village Attorney Felicia Frazier.

SCHEDULE FOR CONSIDERATION

This item will appear on the agenda of the Regular Meeting of January 4, 2016, for discussion.

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 22, SECTION 473
OF THE VILLAGE OF PARK FOREST CODE OF ORDINANCES
RELATING TO CRIME FREE HOUSING**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, Section 22-473 of the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I. The Village of Park Forest Code of Ordinances is hereby amended as follows:

Sec. 22-473. Crime Free Housing.

(e) *License fee.* The annual fee for a residential rental license shall be paid at the time of application as follows:

- ~~(1) One unit or single-family residence\$75.00~~
- ~~(2) Two to ten units125.00~~
- ~~(3) Eleven to 19 units175.00~~
- ~~(4) Twenty or more units225.00~~

- (1) One unit or single-family residence\$125.00
- (2) Two units\$115.00 per each unit
- (3) Three units\$105.00 per each unit
- (4) Four units to 10 units \$95.00 per each unit
- (5) 11 or more units \$950 + \$6 per unit

Neither the sale of a property, nor the suspension or revocation of a license, shall entitle an applicant to a refund of any license fee.

Section II. EFFECTIVE DATE AND TRANSITION CLAUSE. This amendment shall be in full force and effect from and after its passage and publication as provided by law.

PASSED thus _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk