

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

Village Hall

7:00 p.m.

July 18, 2016

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Special Rules Meeting of May 17, 2016, The Minutes of Board Committee B of May 31, 2016, the Minutes of the Rules Meeting of June 6, 2016 and the Minutes of the Special Regular Meeting of June 6, 2016
2. Resolution: A Resolution to Authorize an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Distribution of Rain Barrels
3. Resolution: A Resolution Approving an Agreement between the Village of Park Forest, Illinois and the Park Forest Firefighters Association Local #1263 and Authorizing the Village Manager to Execute Said Agreement
4. Motion: A Motion to Authorize Contracts for Tree Removal and Tree Pruning Maintenance
5. Motion: A Motion to Authorize the Contract for the 2016 Sewer Cleaning and Televising
6. Motion: A Motion to Authorize the Contract for 2016 Street Resurfacing
7. Motion: A Motion to Authorize the Purchase of Freedom Hall Stage Curtains

DEBATABLE:

Adjournment

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Special Rules Meeting of May 17, 2016, the Minutes of Board Committee B of May 31, 2016, the Minutes of the Rules Meeting of June 6, 2015 and the Minutes of the Special Regular Meeting of June 6, 2016
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Authorize an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Distribution of Rain Barrels to Cook County residents at no cost to the Village of Park Forest or the residents.
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Approving an Agreement Between the Village of Park Forest, Illinois and the Park Forest Firefighters Association Local #1263 and Authorizing the Village Manager to Execute Said Agreement
4. MOVED, that the Manager is authorized to contract with Homer Tree Care, Inc. for Tree Removal at an average cost per tree of \$19.25; and with AAA Tree Service, Inc. for tree pruning at an average cost per tree of \$3.75 per diameter inch.
5. MOVED, that the Manager is authorized to contract with National Power Rodding, Chicago, IL for the 2016 sewer cleaning and televising in the amount of \$23,950.70 plus a 67% contingency for any additional work as determined by the Village Engineer for a total not to exceed the amount of \$40,000.00.
6. MOVED, that the Manager is authorized to award the 2016 resurfacing contract to Iroquois Paving, Watseka, IL in the amount of \$258,881 with a 39% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$360,000 as budgeted.
7. MOVED, that the Manager is authorized to purchase stage curtains for Freedom Hall from North-West Drapery Service, Chicago, IL at a cost of \$23,696.

7/18/16

**SPECIAL RULES MEETING/BUDGET OF THE BOARD OF TRUSTEES
VILLAGE OF PARK FOREST COOK AND WILL COUNTIES ILLINOIS
May 17, 2016**

PRESENT: Mayor John Ostenburg; Trustee Mae Brandon, JeRome Brown, (6:11 p.m.) Tiffani Graham, Trustee Robert McCray (6:15 p.m.), Georgia O'Neill, Theresa Settles

STAFF PRESENT: Village Manager Tom Mick; Finance Director and Deputy Village Manager Mary Dankowski, Assistant Finance Director Sharon Floyd, Health Department Director Jenise Ervin, Nursing Supervisor Margaret Lewis Personnel Director Denyse Carreras, Police Chief Pete Green, Deputy Police Chief Chris Mannino, Deputy Police Chief Paul Winfrey, Communications Director Jason Miller, IT Administrator Craig Kaufman, Deputy Clerk Sandra Black

OTHERS: Kim Elmore-Perkins, Gary Kopycinski, eNews

CALL TO ORDER

Mayor Ostenburg called the meeting to order at 6:00 p.m. The roll was called and a quorum established.

POLICE DEPARTMENT

Police Chief Green expressed his thanks to the Board for their support of Tim Jones since the shooting incident.

Chief Green noted that through a special program all Police vehicles will have the drug Narcan available for use with patients showing signs of a drug overdose.

Chief Green reported that 29 guns were recovered last year and hoping to collect more this year.

Chief Green stated his concerns of not having a full-staff of 41 officers on staff to fulfill all the Police programs. He explained that the Department was down 2 officers all last year. He said that there are usually seven officers on each shift and there have been times when he only had four officers on the shift and he had to pull investigators to go on the street, which causes overtime issues.

Deputy Chief Winfrey reviewed crime free housing and alarm permits. The process for alarm permits has been streamlined and that the crime free housing program brought in \$70-80,000 in fees and fines. Deputy Chief Winfrey said that the IDROP program has been very successful, receiving \$182,227 from the State. He said with the new license plate readers has paid for itself.

He reported that School District 163 STEM program continues with the support of the Police Department with basketball games and pizza parties. He noted that the SD163 Superintendent is very happy to have the Police Department active in the schools.

Deputy Chief Winfrey reported on federal and state asset forfeitures. There was discussion of the disposal of firearms and drugs. Winfrey said that the price for police vehicles have increased and the Department has been looking at vehicles that are 1-2 years old to save money.

The Deputy Chief reviewed Field Operations and said on downtime officers are focusing on junk/abandon vehicles. He noted that on the Village website there is an online map to locate the officer who is assigned your neighborhood. This program, Problem Oriented Policing helps residents and officers become acquainted and able to work one on one on issues.

Winfrey commented on the in-house training that is utilized to reduce costs. He also noted various initiatives taken on by the personnel, such as No Shave November and the water collection for Detroit. Mayor Ostenburg noted the support that Tim Jones and the Department received from residents; he said that it indicates the good will residents have for the police in Park Forest.

There was general discussion on grants and the possibility of receiving grant dollars for body cameras. Chief Green noted that he like to wait and watch to see how laws might be changed and the costs associated with the cameras.

There was discussion again about having 1-2 additional officers available when staffing is low. The COPS grant was discussed and it was noted after the first 3 years the personnel expenses is totally the Village's. Mayor Ostenburg said there is value in having 1-2 extra officers and that he felt it should be a priority. Ms. Dankowski added that two officers had been added and then scaled back by one. Another officer will be added for the current vacancy. Manager Mick said staff will look at the matter and the tax levy implications, with the possibility of reducing staff elsewhere. Mayor Ostenburg said the Board is the stewards of tax dollars and most residents would accept an increase in taxes to support the Police Department.

HEALTH DEPARTMENT

Health Department Director Jenise Ervin began her report by noting some new challenges with home health care which were from changes in Medicare and also implications from being without a state budget.

Ms. Ervin reviewed the process now required for filing a Medicare claims and what is looked for in audits which could affect payment to the Department. Ms. Ervin added that there is a Medicare policy proposal that a health agency must have prior approval before providing a health service. If a Department goes ahead with the service, can be fined 25%. Mayor Ostenburg suggested lobbying on this matter. Ms. Ervin said she is making contacts with other providers, getting referrals for therapy. She noticed that the Health Department pays more than Medicare and that is a loss.

There was discussion on the Access to Care program and the decreased funding from Cook County.

Ms. Ervin reviewed the survey conducted to identify services that are important to residents and to evaluate if the Department was meeting the current needs.

Manager Mick said there has been a shift in the mission of the Department, it is now more preventative. He said if that mission continues to be more toward more preventative, the Department could need more support if Medicare reimbursements decrease. Mayor Ostenburg said that the Department should be cooperating with Cook County to obtain referrals, but he was not sure if the County was even interested in working with other towns. Ms. Ervin said she had been nominated to be on a Cook County Board and hoped to be able to influence programs to Park Forest.

Manager Mick said staff will explore options but noted that the Department is not licensed as a full health department, which disqualifies it for some grant dollars. Manager Mick said the Department could be looking at \$600,000 in needed support from the Village.

There was discussion on the various towns the Department serves and the possibility of the other Village's reimbursing Park Forest.

MANAGER'S OFFICE/PERSONNEL

Manager Tom Mick began the meeting with a review of the Board goals and objectives. He reviewed the duties of the Manager and Personnel Department. There was a discussion of the Freedom of Information requests and the type of information that is requested. Manager Mick pointed out the budget section that reviews all of the volunteer Boards and Commissions and their accomplishments.

Manager Mick reviewed the insurance plan design changes, adding the Police and Fire are on-board with the changes and that it will be negotiated with the Fire contract renewal. Manager Mick explained the "Cadillac Tax" which is coming in 2020 and which taxes employers who offer rich health plans to their employees. Those costs will be transferred to the employer and employee. Ms. Carreras noted that the Health and Wellness Task Force has been working with the Horton Group and together have informed employees of the upcoming changes.

Communications Director Jason Miller noted that staff can now add information to the water bills, Discover magazine was able to scale back to two issues per year. Mr. Miller viewed social media and how it has been enhanced. He said he had been able to add high quality video and B-roll video as well. Mr. Miller reviewed some of the many Park Forest events he has highlighted on social media.

Mayor Ostenburg commented on the difficulty in getting the Village's message out and said added that Mr. Miller had done a remarkable job.

IT Administrator Craig Kaufman reported on the progress of the ERP-GEMS project which will provide new software functionality to aid departments in the sharing of information to simplify

the various processes of the departments. He reviewed some of the new systems capabilities and added that the new software has been rolled out to all departments.

BOND RETIREMENT FUND

Ms. Dankowski reviewed the Bond Retirement Fund. Ms. Dankowski noted that the debt has been going down about \$2M per year with much of the principal being paid off. She added that all of the TIF debt will be gone by 2020. There was a discussion on the water main 20 year loan. Manager Mick noted that receiving grant money would have been the best way to replace water mains, but this loan will provide money at very low interest rates, to replace four miles of water main.

RETIREMENT FUNDS

Ms. Dankowski provided the Board with an overview of the Illinois Municipal Retirement Fund (IMRF) and Police and Fire Pension Funds. She noted that by law police and fire pensions must be 90% funded by 2040 and explained the difference from an earlier requirement of being 100% funded by 2033. Ms. Dankowski reviewed contribution to the pension funds and IMRF. She noted that a negative balance in IMRF will have to be made up in the levy. She said that the calculations have to be refigured in light of payout periods being longer.

With no further business, Mayor Ostenburg asked for a motion to adjourn. A motion to adjourn was made by Trustee Brandon with a second provided by Trustee O'Neill. The meeting was adjourned at 9:10 p.m.

Respectfully submitted,
Sandra Black, Deputy Clerk

VILLAGE OF PARK FOREST

Meeting of the Park Forest Village Committee B

Park Forest Village Hall

Tuesday, May 31, 2016

MINUTES

IN ATTENDANCE: Trustee Theresa Settles, Chairperson; Trustee Mae Brandon; Trustee Tiffani Graham; Trustee Georgia O'Neill; Mayor John Ostenburg (*Ex Officio*); [Arriving at 6:17 p.m.] Evelyn Sterling, Staff Liaison to the Park Forest Commission on Human Relations (*Advisory*)

ABSENT: Alfreda Keller, Chairperson for the Commission on Human Relations (*Advisory*); Phil Perkins, Chairperson for the Economic Development Advisory Group (*Advisory*)

VISITORS: None

Chairperson Settles called the meeting to order at 6:02 p.m. Attendance was noted and the presence of a quorum was established.

Minutes of the Committee meeting of September 14, 2015, were approved as duplicated. Chairperson Settles noted that the minutes had been approved by the Village Board at its meeting of September 21, 2015.

Chairperson Settles said the assignment given to the Committee had been to explore the potential of the Village of Park Forest being engaged in a sister-city arrangement with a foreign municipality. She summarized the items that had come before the committee to date as follows.

- (1) That at the suggestion of former Chicago Heights Alderman Kevin Perkins, who has been engaged in sister-city work, the Village was exploring the possibility of such a relationship; she also noted that Alderman Perkins had suggested such a relationship be established with a city in the African nation of Ghana.
- (2) That from a discussion with representatives of the Village of Richton Park, it had been learned that Richton Park's work to establish a relationship with a sister-city had taken approximately six years to bring to fruition.
- (3) That it was learned that creation of a citizen group, with 501(c), tax-exempt nonprofit status under the U.S. Internal Revenue Code, was the best methodology for bringing about a sister-city relationship.
- (4) That it was learned that approximately \$1,500 would be needed to meet start-up costs for establishing a sister-city relationship.

Following Chairperson Settles' report, discussion ensued among the Committee members with consensus as regards:

- (1) Many municipalities enter into sister-city relationships wherein a direct ethnic or heritage link can be established, and that does not appear to be something clearly identifiable for the Village of Park Forest at this time.
- (2) Insufficient information is available at present to determine whether it is in the best interest of the Village of Park Forest to enter into a sister-city relationship;
- (3) No assessment has been done regarding whether it is a matter of interest to any particular segment of the Park Forest citizenry.

Following the discussion, a motion was made by Trustee Brandon, seconded by Trustee O'Neill, that Jason Miller, Park Forest Director of Communications, be asked to prepare a survey to be circulated to Park Forest residents, to assess possible interest in pursuing a sister-city relationship with a foreign municipality. The motion passed unanimously. It subsequently was suggested that possibly the survey could be placed as an insert in a water-billing mailing. It further was suggested by Trustee Graham that, along with the survey, links be provided for Internet sites where more information on sister-city programs could be obtained.

Chairperson Settles stated that the committee would reconvene as needs might dictate.

The meeting was adjourned by voice vote at 6:37 p.m.

Respectfully submitted,
JOHN A. OSTENBURG
Committee Member (*Ex Officio*)

**RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE of PARK FOREST
Monday, June 6, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown (7:07p.m.), Trustee Graham, Trustee McCray (7:01p.m.), and Trustee Georgia O'Neill

ASBENT: Trustee Theresa Settles

STAFF IN ATTENDANCE: Manager Tom Mick, Deputy Police Chief Chris Mannino, Fire Chief Bruce Ziegle, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, Director of Recreation and Parks Rob Gunther, and Assistant Finance Director Sharon Floyd, IT Tech Jonathan Brown

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Recreation and Parks Commission Chair Georgette Gladstone; Commissioner Kathy Vagt; Lea Nelson. Country Squire owner, Jeff Jabber

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. With three absences, a quorum was established and the meeting proceeded.

PUBLIC HEARING FY 2016-2017 BUDGET

Mayor Ostenburg asked three times if there were any citizens who wished to comment on the 2016-2017 budget. There were no comments and the public hearing on the fiscal year 2016-2017 budget (McCray 7:01p.m.) was closed.

Mayor Ostenburg called the Rules Meeting to order.

Manager Mick introduced Recreation and Parks Commissioner Kathy Vagt who offered a challenge to the Board, other advisory boards, and the Police and Fire Departments to participate in the first Annual Chili Cook Off on July 13 from 6:30-8:30 pm. (Brown 7:07p.m.) Recreation and Parks Commission Chairperson Gladstone gave the annual report with updates on a number of accomplishments made in the last year. She thanked all members of the Commission for their commitment and insight. Mayor Ostenburg commended Chairperson Gladstone for reaching out with other Commissions and working together.

1. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2016 and ending on the Thirtieth Day of June, 2017.

Mayor Ostenburg, Manager Mick, and Director Dankowski presented a PowerPoint presentation explaining the yearlong budget process, its purpose, and goals and objectives for the community. The presentation detailed each aspect of the budget including the mandated budget priorities. It was noted that the budget is balanced and has incorporated year-three implementation of the Board's five-year goals. The adoption of the 2016-2017 budget is scheduled for the June 20 meeting.

2. Contract for Fiscal 2017 Asphalt Patching Program

Manager Mick noted that the next three items were out of Public Works Department. Director Ysaguirre explained the bid process and recommended Gallagher Asphalt to be awarded the bid. He clarified to Mayor Ostenburg the large differences in the bids received that the former contractor adjusted their bid as it was not cost effective because it was for maintenance only. He also noted that the Village's bid was adjusted in a similar to the way the State of Illinois does their bidding.

3. Pavement Preservation Program-Crack Sealing

Director Ysaguirre reported that four bids had been received. He explained the process of crack sealing to preserve the road. Since this project will be paid after July 1, it is included in the 2016-2017 budget.

4. Contract Renewal of Village-wide Sidewalk and Curb Restoration Program

Director Ysaguirre explained that this is a renewal of the contract for sidewalk/curb replacement only. He added that this will come from the MFT, Water, and General funds.

Mayor Ostenburg asked if there were any questions on any of these items. Director Ysaguirre explained that "cy" was an abbreviation for cubic yards. These three items will be on the agenda for the June 20 meeting.

5. Contract for Residential Water Shut-Off Valve Replacement

Manager Mick said the Village is looking for a systematic approach for replacement of water shut-off valves. Director Ysaguirre explained the bid process and noted that this, too, will be in the 2016-2017 budget. He said the older valves must be replaced for water shut-offs. Public Works is working with the Water Department to see which valves are in most need of replacement. Mayor Ostenburg asked about tampered or broken shut off valves. Director Ysaguirre said vandalism does happen in some circumstances. Mayor Ostenburg asked if there were questions. There were no other questions.

6. Resolution Awarding a Contract for Demolition of 5 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

Manager Mick explained that the contractor has collaborated with the South Suburban Land Bank and noted that IDOT and has done work in the Village in 2012. If the resolution is

approved tonight, the grant application can be submitted. Director Kingma added that the contractor had three good references. She explained the bid process. The bid called for six structures but one was removed. All work must be done by mid-July for the grant. Mayor Ostenburg asked if there any questions. Hearing none, this item will be on agenda for action at tonight's Special Regular Meeting.

7. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-43 (“Classification”) and Section 6-49 (“Number Limited”) of the Code of Ordinances

Manager Mick noted this item comes out of the Department of Economic Development. He explained that earlier in the year, a local grocery store (Country Squire) business wanted video gaming on their premises. Staff researched to see what the Village code allowed and what the State allowed. The Village Attorney advised creating a new classification, ClassL, to go along with other code requirements. Mayor Ostenburg asked if liquor licenses were issued to Diamond's and Ricky's. Director Kingma said no and they would not be moving forward. Trustee Brandon asked about children's presence in the gaming area of County Squire. Director Kingma said state law says that no one under 21 can be in the area. Trustee Brown said that a sign with those restrictions should be posted. Manager Mick said that liquor must not be brought out of the area. If so, it would be considered a violation. Mayor Ostenburg asked if there were any other questions. Hearing none, this item will be on agenda for action at June 20 meeting.

8. A Resolution Supporting the Village of Park Forest's ITEP Funding Application for a Western Avenue Transportation Enhancement Project

Mayor Mick said this item is from the Economic Development and Public Works. He explained that work to be done on Western Avenue is similar to what is currently being done on Route 30. The ITEP grants need to see that there is a local commitment of 20% match, \$270,000. This resolution needs to be approved tonight due to time constraints for the ITEP funding application. Mayor Ostenburg asked if there were any questions. Hearing none, this item will be on the agenda at tonight's Special Regular Meeting.

Mayor's Comments

Mayor Ostenburg dispensed with the comments section of the agenda until the regular meeting but opened the floor to the visitors to comment on the items on the agenda.

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Lea Nelson, 459 Springfield, had a number of questions. She asked who is responsible for moving lawns after houses are demolished. Director Kingma said the mowing is contracted out and it done every two weeks depending on weather. Ms. Nelson also asked how many will be allowed to sleep over in Central Park. Director Gunther said it will be a manageable group as it

is a first time event. Ms. Nelson also asked about pothole repairs. Mayor Ostenburg explained that some will be filled while others will be repaired and asked her to contact Public Works if a problem needs to be addressed. Also, there was an explanation of TOD Plan (Transit-Oriented Development Plan) at the 211th Street Train Station which will be for commercial and residential development. Manager Mick explained that tonight's agenda item related to Western Avenue fencing and sidewalk funding is similar to the enhancements currently being undertaken on Route 30.

Adjournment

This concluded the Rules Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brown, seconded by Trustee McCray and passed unanimously.

Mayor Ostenburg adjourned the rules meeting at 8:46 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Special Regular Meeting
Monday, June 6, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Tiffani Graham, Trustee Robert McCray, and Trustee Georgia O’Neill

ASBENT: Trustee Settles

STAFF IN ATTENDANCE: Manager Tom Mick, Deputy Police Chief Chris Mannino, Fire Chief Bruce Ziegle, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, Director of Recreation and Parks Rob Gunther, and Assistant Finance Director Sharon Floyd, IT Tech Jonathan Brown

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 8:46 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

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

Reports of Village Officers

Mayor

Mayor Ostenburg reported on a number of events on his calendar in Park Forest. He also noted a number of outside meetings he will be attending in the next two weeks. The Sister City work being researched by Board Committee “B” will be put on hold until there is more information.

Village Attorney

No report

Village Manager

Manager Mick recognized the Park Forest American Legion and the Veterans’ Commission for their participation and support in the Memorial Day remembrance. He thanked the Veterans’ Garage who partnered with the program and supplied the military vehicles that were on display. Manager Mick noted a number of events in and around the Village taking place Saturday, June 11. More information is available on the Village’s website. The Veterans’ Commission is looking for Viet Nam veterans to be recognized for a Veterans’ Day celebration at Prairie State College in November.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon was glad to see a large attendance at the Memorial Day observance. She congratulated Earth and Motion Fitness, a new business in Park Forest. The Youth Commission will meet June 8. She noted that there is a need for more commissioners; for those interested, the application is available online. The Plan Commission will be attending the CMAP meeting. Mayor Ostenburg had clarification from Attorney Frazier that a quorum is established when a majority of seated and appointed commissioners are present.

Trustee O'Neill reported, as Board liaison, that EDAG will have their next meeting June 8. The Housing Authority will meet June 15.

Trustee McCray noted that the Veterans Commission is very active. The Veterans' Closet is now open in its new location. Donated items are available to veterans and their families free of charge. The Veterans' Commission will meet June 11. He attended the Ice Cream Social and the grand opening of Earth and Motion Fitness.

Trustee Brown also offered congratulations to Park Forest's new business, Earth and Motion Fitness. He enjoyed the Ice Cream Social. He reported on Memorial Day event. He also commented on the passing of Prince and Muhammad Ali. Trustee McCray also commented on Muhammad Ali.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Ostenburg called for a motion to approve the consent agenda. Trustee Brandon moved, Trustee McCray seconded that the consent agenda be approved. The consent agenda included the following items:

CONSENT:

1. Approve the Minutes of the Special Rules Meeting of May 9, 2016, the Minutes of the Special Rules Meeting of May 10, 2016 and the Minutes of the Regular Board Meeting of May 16, 2016

2. Adopt a Resolution Awarding a Contract for Demolition of 5 Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract and award this contract to the low bidder, KLF Enterprises, for a total contract amount of \$95,995 plus a 10% contingency amount for a total not to exceed \$105,594.50.

3. Adopt a Resolution Supporting the Village of Park Forest's ITEP Funding Application for a Western Avenue Transportation Enhancement Project

The consent agenda was approved with a roll call vote.

Ayes: 6
Nay: 0
Absent: 1

With six (6) ayes, no (0) nays and one (1) absent the consent agenda was approved.

DEBATABLE:

4. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2016 and ending on the Thirtieth Day of June, 2017 (First Reading)

This item has had first reading and will be on the agenda for final reading at the June 20 meeting.

5. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-43 (“Classification”) and Section 6-49 (“Number Limited”) of the Code of Ordinances (First Reading)

This item has had first reading and will be on the agenda for final reading at the June 20 meeting

Adjournment

This concluded the Special Regular Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Brown and passed unanimously.

Mayor Ostenburg adjourned the regular meeting at 9:24 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

AGENDA BRIEFING

DATE: July 5, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Nicholas Christie – Assistant Village Engineer - DPW

RE: Enabling Resolution Authorizing the Execution of an Intergovernmental Agreement with the MWRDGC for the Distribution of Rain Barrels

BACKGROUND/DISCUSSION:

The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) is the government body that has been responsible for treating the sanitary sewage for 91% of Cook County since 1889. The additional 9% of the County is made up of mainly of forest preserves and collar communities that send their sewage elsewhere to be treated. Park Forest is one of the few Cook County communities not tributary to the MWRDGC, as it sends its sewage to the Thorn Creek Sanitary District. However, in 2004, the Illinois General Assembly granted the MWRDGC jurisdiction over all storm water in Cook County, including Park Forest. This has made for an uncertain relationship between Park Forest and the MWRDGC when determining funding eligibility and the Districts authority over storm water outfalls throughout the Village.

In an effort to promote Green Infrastructure, on May 21st, 2015, the MWRDGC adopted a program to distribute free rain barrels to residents within Cook County. All that was necessary was for each participating community to enter into an Intergovernmental Agreement with the MWRDGC. At the time, we were told that Park Forest was not eligible for the program, as we were not a part of the MWRDGC corporate boundaries (the taxing district for which MWRDGC treats sanitary sewage). Staff argued that this was a storm water initiative and Park Forest was eligible for the program due to the authority granted by the Illinois General Assembly. The MWRDGC legal team reviewed the argument presented by staff and eventually agreed that we were eligible for the program.

The MWRDGC free rain barrel program allows Cook County residents to request up to 4 free rain barrels, at no charge to the municipality. Under the program, the resident makes the request to the Village, and we in turn request the rain barrels from the MWRDGC. Once requested, they will be delivered by a contractor to each individual's home, along with all necessary connecting hardware. The Village will not, nor will the MWRDGC, install the rain barrel for the homeowner.

It should be noted that the MWRDGC has indicated to us that this program will end December 31, 2016, though any Community Intergovernmental Agreement executed before August 31st, 2016 will still be allowed to participate in the program. This makes it critical to get the information out to the community about the program as soon as possible. The MWRDGC has indicated that all resident requests submitted prior to December 31, 2016 will be honored.

This agreement is only for residential homes within Cook County. Community Groups, Nongovernment Organizations, and Campus Type facilities (town halls, libraries, park district facilities, fire departments, police stations, etc.) are also eligible for rain barrels with a separate agreement with the MWRDGC. We are currently evaluating our Village facilities to see if we can take advantage of this program.

RECOMMENDATION: Approve the Enabling Resolution authorizing the execution of an Intergovernmental Agreement with the MWRDGC for the distribution of rain barrels to Cook County residents at no cost to the Village of Park Forest or the residents.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Regular meeting of July 18, 2016 for Board approval.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

WHEREAS, the Village of Park Forest and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) wish to promote Green Infrastructure; and

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 declaring that storm water management in Cook County shall be under the general supervision of the MWRDGC; and

WHEREAS, on April 17, 2014, the MWRDGC Board of Commissioners adopted their Rain Barrel Program and on May 21, 2015 adopted amendments to said program to encourage greater participation in the distribution of rain barrels ; and

WHEREAS, the Village of Park Forest wishes to participate in the MWRDGC Rain Barrel Program for the distribution of rain barrels to Cook County residents at no cost to the Village of Park Forest or the residents; 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 Intergovernmental Agreement between the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and the Village of Park Forest in substantially the form attached hereto as Exhibit "A" is hereby approved. **BE IT FURTHER RESOLVED** that the Mayor 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

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
PARK FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of Park Forest, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Village, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Village is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on _____, 2016, the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Village that are located in Cook County (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents in Cook County, the Village agrees to perform the following requirements:

- a. place all rain barrel orders on behalf of residents in Cook County using a form provided by the District. The Village shall be responsible for ensuring that orders are only submitted for residents living in Cook County; and
- b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
- c. within one year of the date of this Agreement, the Village shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Village shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the Village shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE VILLAGE

The Village covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
 - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and

- b. that the Village and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF PARK FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village

Mayor
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Phone: (708) 283-5606
FAX: (708) 503-8560

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Park Forest, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF PARK FOREST

BY: _____
John A. Ostenburg, Mayor

DATE: _____

ATTEST:

Sheila McGann, Village Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident’s behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Sample Form – Attachment C
3. Campus-Type Facility Application Sample Form – Attachment D

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.
Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel. For installation instructions and more information, visit mwrdd.org. Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B



MWRD Rain Barrel Program Municipal and Community Group/ Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations (NGOs) in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/NGO may contact Roland Derylo at derylor@mwrdd.org to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The municipality or community group/NGO will be provided a spreadsheet and will be required to fill in the following resident information: **Name, Address [City, State & Zip], Phone Number, Email Address, Number of Rain Barrels and Color Requested.**

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

**Attachment C
Sample Form**

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

City, State, Zip: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Notice to Resident: All rain barrels no longer in use must be returned to the municipality. If you decide to remove your rain barrel, please contact [insert name, phone number, email address] to arrange for its return.

**Attachment D
Sample Form**

Free Rain Barrel Program Campus-Type Facility Application Form

The Campus-Type Facility may contact Roland Derylo at derylor@mwrld.org to order rain barrels; please write **MWRD Rain Barrel Program** in the subject line. Please include the information needed for delivery below.

Facility and Ordering information:

Name of Campus-Type Facility: _____
(Please print)

Rain Barrels' Delivery Location Address: _____

City, State, Zip: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Campus-Type Facility Representative Contact Information:

Contact Name: _____

Phone number: _____

Email address: _____

EXHIBIT 2

Installation Instructions

Please read these instructions and warnings thoroughly before beginning installation and retain for future reference.

INCLUDED

- Rain barrel body (A)
- Rain barrel lid (B)
- Mesh filter (preinstalled in lid) (C)
- 1 overflow hose and 1 hose clamp (D)
- 1 spout, 1 rubber gasket, 1 nut (E)
- 4 screws

NEEDED

- Slothead and Phillips (crosshead) screwdrivers
- Wrench
- Tape measure and marker
- Safety glasses, safety gloves
- Hacksaw
- Hammer or chisel

Step 1 Locate

Choose a location below a downspout for your rain barrel. The location must have level, firm ground. A 3'x3' paving stone can be used to provide stability. Avoid locations near ground-level basement windows or window wells.

Step 2 Assemble

Put the rubber gasket on the spout and place it through the hole at the front of the barrel. Thread the nut onto the back of the spout from inside the barrel. Hold the nut in place with a wrench and hand tighten only. It only needs to be tight enough to prevent water leakage. Use caution as over-tightening can crack the barrel.

Step 3 Cut Downspout

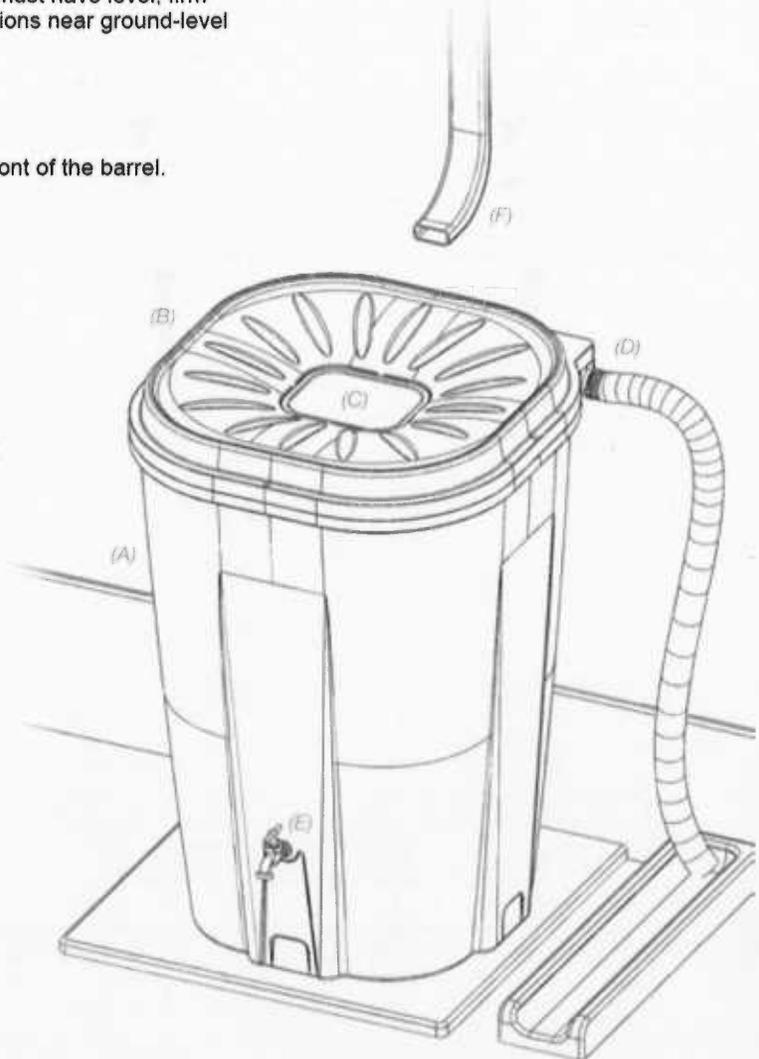
Place the barrel beside the downspout to measure and mark your required cut. Make sure to allow enough room for the barrel, lid and elbow spout. **Wearing safety glasses and gloves,** cut the downspout using a hacksaw. Attach your existing elbow spout (F) to the new downspout end.

Step 4 Overflow

Choose which side overflow spout you will use. Both spouts are blocked by a plastic disc by default. Remove the disc by inserting a slot screwdriver or chisel into the overflow tube from the outside, and gently tap with a hammer around the edges of the disc until it pops free. Attach the overflow hose using the hose clamp and a slot screwdriver. Direct the other end of the hose to wherever your downspout originally drained, which should be either a splash pad or sewer drain.

Step 5 Attach Lid & Place

Place the lid on the barrel and affix using the four provided screws (#6 x 1.5") and a crosshead screwdriver. Hand-tighten only. Over-tightening may crack the plastic. Place assembled bin under downspout and ensure it is level and stable.



Option Connecting Multiple Barrels

Multiple FreeGarden™ RAIN barrels can be connected to collect additional water from the same downspout. On each additional barrel tap out BOTH plastic discs in the overflow spouts as in Step 4 above, then connect and clamp the end of the first barrel's overflow hose to one of the spouts of the additional barrel. Clamp and connect another overflow hose to the other spout of the additional barrel and direct the open end to wherever your downspout originally drained (usually a splash pad or sewer drain).

Usage

Congratulations! You can use your collected rainwater for many purposes, such as:

- Watering lawns
- Watering gardens
- Washing cars
- Cleaning outdoor furniture
- Washing garden tools and containers
- Watering indoor and outdoor potted plants

Note: **NEVER DRINK OR INGEST STANDING WATER.** Do not allow ingestion by pets and animals, and do not cook or wash anything in collected rainwater in any way that may result in ingestion. Ingestion may cause serious illness or death. See below for further important warnings.

Maintenance

SUMMER

Clean the screen once a month to prevent clogging. Check for erosion under/around rain barrel; platform/support must remain level and stable at all times.

WINTER

Drain barrel and store in shed or garage. If left outside with freezing water inside, the barrel may crack.



WARNINGS

Drowning Hazard

Never permit children to play on, in, or near a rain barrel. Always affix the lid securely to avoid drowning. Never use a rain barrel without the lid securely affixed, or with a damaged, cracked, warped or broken cover. Never place a rain barrel near a deck, stairs, chair, or other structures or items that may allow a child to climb above, on, or in the rain barrel.

Water Contamination Hazard

Do not use collected water for drinking, cooking, washing or in any way that may result in ingestion of the water by humans and/or animals. Water in rain barrels may become stagnant and/or contaminated. Ingesting rain barrel water may cause serious illness or death. Use only for watering plants and cleaning of outdoor items not related to eating or drinking.

Tipping Hazard

A misinstalled rain barrel may tip over causing bodily injury or property damage. Never place rain barrels on non-level or uneven surfaces. Always use a solid, stable platform under the rain barrel. Water is very heavy. The preparation and placement of the installation are critical; the platform must be level and provide robust support for a filled rain barrel.

Electrical Hazard

If the downspout contains heating cables, there is a potential electrocution or fire hazard during installation. Ensure power is disconnected at the electrical panel before manipulating heated downspouts. Consult a qualified electrician for modifications to heated downspouts.

Installation Hazards

Rain barrels are for water collection and outdoor use only. No other uses are recommended. Downspout edges may be sharp. Wear protective gloves when cutting and handling downspouts. Always wear safety glasses when cutting or drilling to prevent eye injuries. Protect siding from damage by inserting a sheet of plywood between the downspout and siding. Read all instructions and warnings thoroughly before installing this product.

Warning and Limitations

Improper installation and maintenance may result in property damage, bodily injury and/or death. Enviro World Corporation is not responsible for any damages or injuries caused by or resulting from improper installation and/or continued maintenance. Retain this sheet for future reference.

International Headquarters

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Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Board of Trustees**

**FROM: Thomas K. Mick,
Village Manager**

DATE: July 6, 2016

**RE: A Resolution Approving an Agreement Between the Village of Park Forest,
Illinois and the Park Forest Firefighters Association Local #1263 and
Authorizing the Village Manager to Execute Said Agreement**

BACKGROUND/DISCUSSION:

The Village of Park Forest Staff has recently completed the task of negotiating a new Fire Department collective bargaining unit with the local chapter of the Park Forest Firefighters Association. The new agreement is retroactive to July 1, 2016 and runs through June 30, 2019. The Village's management team for the negotiations included Assistant to the Village Manager/Personnel Director Denyse Carreras, Fire Chief Bruce Ziegle and Deputy Fire Chief Tracy Natyshok. The Village was aided in its negotiating efforts by Attorney John Murphy. The terms of the new agreement were presented to the Village Board in Executive Session on June 20th. The final document, as attached, has been ratified by a vote of the IAFF local membership which took place in June.

SCHEDULE FOR DISCUSSION:

This matter will be on the Consent Agenda of the July 18th Regular Meeting for Board consideration and approval.

RESOLUTION No. _____

**A Resolution Approving An Agreement Between the Village of Park Forest,
Illinois and the Park Forest Firefighters Association Local #1263 and
Authorizing the Village Manager to Execute Said Agreement**

WHEREAS The Village of Park Forest and the Park Forest Fire Union negotiated a labor contract that was approved, in substance, by the Board of Trustees and formally ratified by the Park Forest Firefighters Association Local #1263 and

WHEREAS the duration of the agreement is from July 1, 2016 through June 30, 2019;
and

WHEREAS said agreement has been prepared and presented to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Agreement between the Village of Park Forest and the Park Forest Firefighters Association Local #1263.

BE IT FURTHER RESOLVED that the Village Manager is authorized to execute said agreement on behalf of the Mayor and Board of Trustees.

ADOPTED this _____ day of July, 2016.

APPROVED:

ATTEST:

Mayor

Village Clerk

**AGREEMENT BETWEEN
THE VILLAGE OF PARK FOREST, ILLINOIS
AND
PARK FOREST FIREFIGHTERS
ASSOCIATION LOCAL 1263,
OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL/CIO, CLC**

July 1, 2016 – June 30, 2019

PREAMBLE

This Agreement is entered into by and between the Village of Park Forest, an Illinois Municipal Corporation (hereinafter referred to as the "Employer" or "Village"), and the Park Forest Firefighters Association, Local No. 1263, of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

ARTICLE I **RECOGNITION AND SCOPE**

1.1 RECOGNITION. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time Firefighters, Firefighter/Paramedics, Lieutenants, Lieutenant/Paramedics excluding the Fire Chief, Deputy Chief and Captain, all paid-on-call personnel, all part-time fire department personnel regardless of rank, and all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act. When used herein the terms "employee" or "firefighter" shall mean members of the bargaining unit.

1.2 SCOPE. The parties agree to bargain collectively and negotiate in good faith with respect to rates of pay, wages, hours and other conditions of employment as required by the Illinois Public Labor Relations Act.

1.3 FAIR REPRESENTATION. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent and protect the interests of all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

1.4 NO DISCRIMINATION. The Village and the Union will not engage in unlawful discrimination on the basis of an employee's race, creed, color, sex, national origin, religion, age, marital status or handicap. Alleged violations shall be resolved through the Village's personnel policies as adopted by the Board of Trustees by resolution and, if necessary, the appropriate federal or state agency or court. Claims of unlawful discrimination shall not be subject to the grievance procedure.

ARTICLE II **UNION SECURITY**

2.1 DUES CHECKOFF. Upon receipt of a signed authorization from an employee, the regular monthly Union dues will be withheld from the employee's paycheck. Such dues deduction shall be made each payday in a uniform amount. An appropriate Union officer shall annually certify to the Village the amount of the uniform dues to be deducted. Deductions shall be made from twenty-six (26) paychecks and remitted to the Union. An employee may revoke authorization for dues withholding by submitting a written notice of revocation to the Village with a copy to the Union. Such revocation will not be effective until the end of the month following the month in which it is received.

2.2 FAIR SHARE. Any present employee who is not a member of the Union shall be required to pay a proportionate share (not to exceed the amount of union dues and assessments) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform

monthly dues and/or assessment(s) paid by a member to the Union but shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

2.3 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS. An employee with objections to Fair Share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

- A. **REVIEW STEP ONE:** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after the receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- B. **REVIEW STEP TWO:** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the Illinois Labor Relations Board, in accordance with the procedures established by that agency. In the event appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article 10.2.4 of the current labor agreement. In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the Employer. The only exception shall be in the provision for sharing costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member's payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.
- C. **CONSOLIDATION:** If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act on their behalf in presenting all claims in the hearing.
- D. **SEGREGATED FUNDS:** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. **REBATES:** In the event the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Employer to comply with the said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

2.4 INVOLUNTARY DEDUCTIONS. In the event that an employee fails to voluntarily sign a check off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

2.5 INDEMNIFICATION. The Union agrees and shall indemnify the Village and hold it harmless against any and all claims, demands, justification or other forms of liability that may arise from or be in any way connected with any action taken by the Village for the purpose of complying with the provisions of this Article.

2.6 OBJECTIONS ON RELIGIOUS GROUNDS. The obligation to pay a fair share fee to the Local shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to

the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois Labor Relations Board.

2.7 OBJECTIONS ON OTHER GROUNDS. Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with an objection shall process his objection in accordance with the procedure set forth in Article II.

ARTICLE III **MANAGEMENT RIGHTS**

3.1 GENERAL RETENTION. Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its aspects and to manage and direct its employees including, but not limited to, the rights to determine its mission and policies and to set forth all standards of service offered to the public; the right to plan, direct, control and determine the operation or services to be conducted by the employees; the right to determine the method, means and number of personnel needed to carry out the Village's mission; the right to direct the workforce; the right to hire, assign or transfer employees within the fire department or other fire prevention related functions; the right to promote, suspend, discipline or discharge employees; the right to lay off or relieve employees due to lack of work or for other legitimate reasons; the right to make, publish and enforce rules, regulations, orders and policies; the right to evaluate work performance; the right to introduce new or improved methods, equipment or facilities; the right to contract out for any work, goods or services; the right to schedule and assign work, including overtime. The Village agrees that for the duration of this Agreement it shall take no action to abolish or diminish the statutory authority of the Board of Fire and Police Commissioners.

3.2 AUTHORITY OF COMMISSION. Nothing in this Agreement is intended to replace or diminish the lawful authority of the Fire and Police Commission of the Village. Nothing in this Agreement shall affect or alter the authority of the Board of Fire and Police Commissioners as provided by applicable law, with the given condition:

An employee who is suspended without pay or who is the subject of charges for dismissal may elect to bypass the Commission and proceed to binding arbitration under Step 4 of the grievance procedure as described and under the conditions set forth in Section 10.7, "Discipline Arbitration Option."

3.3 PROBATIONARY PERIOD. The probationary period shall be twelve (12) months provided, however, that this period may be extended to allow for the completion of the training necessary for the employee to obtain State of Illinois certification as a paramedic (EMTP). All employees shall be required to obtain such paramedic certification prior to completion of their probationary period. If an employee's probationary period is extended in order to allow for the completion of the training necessary to obtain state certification as a paramedic, then, upon completion of such training, the Fire Chief shall, conclude the probationary period. Upon completion of the probationary period, seniority shall be retroactive to the date of employment. During the initial twelve (12) months of the probationary period, the probationary employee may be disciplined, discharged or laid off in the sole discretion of the Village.

3.3.1 NEW EMPLOYEE ORIENTATION. Upon request of the Union or the employee, all new employees shall be scheduled to meet with representative(s) of the Union for a period of not less than one hour for the purpose of orienting them to their rights under the contract and as members of the Union.

3.4 NO STRIKE. Neither the Union nor its agents or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the Village. Neither the Union nor any officer shall refuse to cross any picket line. Nothing contained herein shall limit the right of the Village to obtain

judicial restraint or other relief in the event of a violation of this Section 3.4. Any employee who violates Section 3.4 shall be subject to discipline up to and including discharge.

3.5 NO LOCKOUT. No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

ARTICLE IV SUBCONTRACTING

4.1 SUBCONTRACTING. In the event the Village intends to contract out any of its fire suppression and/or EMS emergency service work currently performed by the employees of this bargaining unit, it shall give the Union notice of such intention at least 45 days in advance of any decision.

ARTICLE V MAINTENANCE OF CONDITIONS

5.1 MAINTENANCE OF CONDITIONS. The following existing conditions shall be maintained during the term of the agreement:

- A. When meal periods are interrupted by emergency calls, they shall be extended to accommodate the interruption.
- B. Each day at least one person on the shift shall be allowed reasonable time to pick up food for the daily meals for members of the shift. The person and vehicle used shall remain in service and subject to call during all such times.
- C. In the absence of a Lieutenant, the employee designated to act for the Lieutenant in charge of the shift shall be:
 - 1) Senior shift member on the current promotion eligibility list with at least five years of seniority and has completed the approved training objectives.
 - 2) Senior shift member that has completed the approved training objectives with at least ten years of seniority. Acting officers on the preliminary selection list will be required to be trained to the level of First in Officer (or equivalents approved by the Fire Chief or his designee) and Tactics and Strategy I.
 - 3) Senior firefighter with at least ten years of seniority.
To be designated as acting Lieutenant, the employee must be scheduled to be on duty (available for calls) for the duration of the Lieutenant's absence during that shift.
- D. The Union shall be allowed to conduct union meetings in the fire station with the approval of the Fire Chief or Deputy Chief at times which do not interfere with the daily operations of the shift.
- E. During holidays or days when the Village Hall is closed, the daily work schedules of the shift shall follow a holiday routine in accordance with established practice. On all other days during each 24-hour shift, work shall normally be carried out between 8:30 a.m. and 5:00 p.m. Monday through Friday and between 8:30 a.m. and 12:00 noon on Saturdays. Training exercises and activities or activities associated with special Village events designated by the Board of Trustees (e.g., Fourth of July parade, 10-mile run, block party visits, parades, etc.) may, from time to time, be scheduled outside of those hours. Except for such training exercises and activities, or activities associated with special Village events, the daily work schedule shall follow the holiday routine between the hours of 5:00 p.m. and 7:00 a.m., provided, however, that special training exercises and activities may be scheduled by the Fire Chief at his or her discretion between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, not to exceed six times per year and not to exceed once per month per shift. In exchange for these scheduled night training periods the duty shift will be provided down time from 2:30 pm until the start of the exercise preparation.

All other past practices, whether oral or written, express or implied, are superseded and canceled by this Agreement.

5.2 FIRE HOUSE LIVING QUARTERS. The parties mutually recognize that living quarters of the fire station serve as the Firefighters' home while on duty. Living quarters are defined as: kitchen, locker rooms, dayroom and sleeping room. As such, these areas are considered private and not open to the general public. The parties recognize that the department exists to serve the citizens of the Village and that tours of the fire station and classes held within the fire station are of interest to citizens, students and particularly school children, and enhance public awareness of fire safety. Such tours shall be guided by members of the department.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

6.1 NORMAL HOURS OF DUTY. The regular hours of duty (tour of duty) for employees shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty. The work schedule shall be reduced by scheduling a Kelly Day (a 24-hour duty day) off every twelfth (12th) duty day (every eleventh [11th] duty day effective July 1, 2011).

6.1.1 NON-TRADITIONAL/ALTERNATE WORK SCHEDULE. Newly hired employees engaged primarily in fire suppression/paramedic duties may be assigned to a 50-hour workweek consisting of five (5) ten (10)-hour shifts, Monday through Friday, commencing at 07:00 hours and ending at 17:00 hours. Alternatively, employees may be assigned to 48-hour workweek consisting of four (4) twelve (12)-hour shifts, Monday through Thursday or Tuesday through Friday, commencing at 06:00 hours and ending at 18:00 hours. Such newly hired employees may remain assigned to either shift schedule and the schedule changed to meet the needs of the Village until such time as the Village assigns them to a 24-hour shift schedule. Once permanently on a 24-hour shift schedule, employees shall not be moved back to a 10 or 12-hour shift schedule unless mutually agreed by both parties. Firefighter/Paramedics assigned to a 50-hour alternative work schedule are eligible to bid into any vacant 24-hour/48-hour shift position based on seniority. A vacancy occurs when an existing employee retires, resigns, or otherwise is terminated, or a new position is authorized.

6.1.2 SHIFT ENHANCEMENT VARIANCE. Notwithstanding the provisions of Article VI, Section 6.1, up to a maximum of three (3) Firefighters, beyond 15 employed after July 1, 1991, who are the three least senior employees, shall be assigned to twenty-four (24) consecutive hours on duty starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty except when the number of personnel available for duty on another shift is less than desirable (e.g., fewer than 5). In such event, and when the situation of a short shift will extend for at least three consecutive shifts, the Firefighters may be transferred to the affected shift to enhance the staffing level. Such transfers shall be subject to the following additional conditions:

- A. One Kelly Day shall be scheduled off every twelfth (12th) (effective January 1, 2002) regularly scheduled duty day on the firefighter's regularly assigned shift provided that if the scheduled Kelly Day falls on a non duty day due to a schedule change, the Kelly Day off shall be taken on the next duty day following the Kelly Day missed. Effective July 1, 2011 one Kelly Day shall be scheduled off every eleventh (11th) duty day;
- B. Overtime hours for employees subject to this section shall consist of:
 - 1) All hours worked during the 24-hour period immediately preceding or following the employee's scheduled 24-hour shift; and all hours worked in the periods immediately preceding or following their assigned shift time for 50-hour personnel.
 - 2) All hours actually worked beyond 144 hours in any regular 19-day work period; and all hours actually worked beyond 100 hours in any regular 14-day work period for 50-hour employees.

The parties acknowledge that this variance in scheduling is for the purpose of enhancing existing staffing levels.

6.2 OVERTIME HOURS. An employee working any hours on duty in addition to the regular hours as defined in this Article, Section 6.1 shall be compensated for those overtime hours at the rate of 1½ times the employee's regular straight-time hourly rate. Such overtime will normally occur when:

- A. an employee is held over for work beyond his/her regular shift to cover unexpected or unscheduled staffing shortages; and
- B. an employee is recalled to duty to work any part of a shift which does not continuously precede or follow an employee's regularly scheduled time on duty.

Any call back shall be compensated at a minimum time of two hours, at 1½ times the employee's regular rate.

6.3 FLSA OVERTIME AND WORK PERIOD. The work period for each employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of nineteen (19) consecutive days. The normal hours on duty shall be either 144 or 168 in each 19-day work period. The amounts set forth in the salary schedule (Appendix A hereto) represent a fixed annual amount to be received for straight time pay for 144 to 168 hours in a 19-day work period and representing an annual salary for 2,655 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,655.

The work period for each 50-hour employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of fourteen (14) consecutive days. The normal hours on duty shall be 100-hours in each 14-day work period. The amounts set forth in the salary schedule (Appendix A) represent a fixed annual amount to be received for straight time pay for 100-hours hours in a 14-day work period and representing an annual salary for 2,600 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,600.

6.4 FLSA OVERTIME. An employee shall, in addition to regular compensation, be paid one half (½) times his or her regular straight time hourly rate of pay for all hours of actual work on a regularly scheduled shift in excess of 144 hours of actual work in any regular 19-day work period.

50-hour employees will not be entitled to FLSA overtime when assigned to their regular shift. The employee will be entitled to FLSA overtime should they be assigned to a 24-hour shift for any extended period of time.

6.5 HOLIDAY COMPENSATION. The following twelve holidays are recognized:

Christmas Eve	Day after Thanksgiving
Christmas Day	Memorial Day
New Year's Eve	Labor Day
New Year's Day	Dr. Martin Luther King Jr.'s Birthday
Easter	Fourth of July
Thanksgiving Day	Veterans Day

Employees shall be compensated for the recognized holidays as follows: (1) each employee shall receive twelve (12)-hours pay at their straight time hourly rate for each of the recognized holidays. Effective July 1, 2013 holiday pay will be equally distributed across each pay period. The Annual Salary in Appendix A reflects holiday pay. (2) in addition those Firefighters who actually work on any of the recognized holidays shall receive pay for any and all hours worked on those days at 1½ times their regular hourly rate. This includes employees starting the shift at 7:00 am on the holiday and ending at 7:00 am the next day, and any employee attending a training mandated by the Village of Park Forest, the Fire Chief and/or his or her designee.

6.6 TRAINING TIME. All members who are required to attend training classes outside their assigned time of duty in order to obtain/maintain State of Illinois certification or other education shall be compensated for all such hours at 1½ times the employees' straight time rate. The employee can be offered,

and accept, comparable time off in lieu of overtime at the employee's discretion as offered by the Fire Chief or his designee.

6.7 SHIFT EXCHANGE. Employees shall have the right to voluntarily exchange work shifts subject to the approval of the Fire Chief or Officer in charge. Requests to exchange shifts should be made as soon as reasonably possible. Upon notification, the request for shift exchange shall be granted unless at the time of the request to do so it would create an overtime callback situation for the shifts affected by the exchange. Shift exchanges shall not result in any change of pay and each employee shall be paid as if he/she had worked his/her normal work schedule. Kelly Days may be traded within a shift in accordance with the above procedures. Any shift exchanges may be voided if one of the members involved is off on an extended injury or illness that will cause unnecessary scheduled overtime.

6.8 REQUIRED OVERTIME. The Fire Chief or designee shall have the right to require overtime work. Assignment of overtime shall be in accordance with existing department procedure. As agreed on by the parties, all shift lieutenants will coordinate a uniform policy for the distribution of shift or incidental overtime within the department. This process should be in writing and fully explained to all current and future shift members. This uniform policy will be drafted and approved by shift personnel to be put in place on January 1, 2017. With respect to the 50-hour assignment, overtime will be handled in the following manner:

- A. This member will not appear on any required overtime list as it relates to 24-hour shift coverage.
- B. This member will not be eligible to cover shift overtime during their regularly scheduled shifts nor will they be used to maintain staffing levels of 24 hour shift employees at minimum levels outside of short term staffing reductions established by past practice, such as annual physicals. This member will be eligible to work shift overtime only after their designated shift or days off in accordance with Article 6.9. It will be offered to this member only after it has been passed by all other employees or a reasonable attempt to reach them has been made.
- C. This member will be the first member offered any incidental (non-scheduled) overtime that immediately follows his regularly scheduled duty time. This does not include scheduled overtime that follows their shift. Although they may work this type of scheduled overtime if no other coverage is found. This overtime is not mandatory, but can be accepted on a voluntary basis.
- D. This member is to be offered other incidental overtime, when they are available to accept said overtime, after it has been passed on by shift members as per the defined process and before it is offered to members of other shifts.

6.9 NO PYRAMIDING. Compensation in any form shall not be paid more than once for the same hours of work.

ARTICLE VII **WAGE RATE**

7.1 WAGE RATE. Employees shall be compensated in accordance with the schedule/plan set forth in Appendix A.

7.2 TUITION REIMBURSEMENT. Beginning July 1, 2001, the Village will reimburse employees for the actual cost of tuition and books for college courses, approved in advance by the Fire Chief or designee, leading to an Associate's or Bachelor's degree in fire science, up to a maximum of 130 credit hours. Reimbursement will be made only for course work for which the employee receives a grade of C or better and only for courses taken at a State of Illinois institution. The Fire Chief retains the right to approve reimbursement for all courses pending availability of funds and to limit the number of courses reimbursed to any employee to no less than one per academic semester. Approval will not be needlessly

withheld and all reasoning will be documented in writing. To make more funds available for all, it is requested that all employees seeking college course reimbursement also apply for granting funding (e.g. Illinois Fire Chief's Scholarship) when enrolling for a course.

7.3 PROTECTIVE GEAR AND UNIFORM ALLOWANCE. All protective clothing and protective devices (as defined by current practice) required of employees in the performance of their duties shall be furnished without cost to the employee. On July 1 of each year, employees shall receive a \$500.00 uniform allowance credit for reimbursable uniform expenses. An internal account will be established to track each employee's uniform expenses. Approved purchases made by the employee will be reimbursed upon request with the submittal of a valid, dated receipt or check. When items are purchased through a vendor where a Village account has been established, items will be paid through Accounts Payable and the appropriate amount will be deducted from each employee's internal account bank. Any remaining balances as of May 30 of each year, will result in a taxable payment rendered to the employee through payroll.

7.4 ACTING OUT OF CLASSIFICATION. An employee who is required to perform the duties of a Lieutenant, as long as the Lieutenant is not able to respond to emergency calls during his absence, for more than four hours, will receive additional compensation, in addition to regular rate of pay as follows:

less than four (4) hours:	zero (0) hours
four (4) to six (6) hours:	three (3) hours additional pay
over six (6) hours:	six (6) hours additional pay

In the event that an unforeseen emergency/sickness interrupts the work schedule of the acting Lieutenant, the next available eligible person will be compensated according to the above pay schedule.

7.5 PARAMEDIC BONUS. A firefighter certified as a paramedic (EMTP) will receive additional compensation per wage schedule, calculated onto the employee's base hourly rate. This additional compensation will continue so long as the employee retains State of Illinois certification and performs such paramedic duties as are assigned by the department.

7.6 PARAMEDIC SENIORITY OPTION. All employees who obtain paramedic certification shall, as a condition of continued employment, retain such certification provided, however, that after 10 years of continuous service with paramedic certification, an employee may make application to the Fire Chief for permission to drop his/her certification. The Fire Chief may, in his discretion, grant such permission so long as in his judgment there will be no adverse effect upon the ability of the department to adequately and efficiently provide service to the community. Such discretion shall be exercised in a consistent manner but always on a case-by-case basis, in accordance with the judgment of the Fire Chief that to allow the employee to drop his/her certification will not adversely affect the Department's ability to adequately and efficiently staff the ambulance(s) and to the extent that the Village determines to be necessary.

7.7 PARAMEDIC SENIORITY REDUCTION. It is the goal of both parties to provide advance life support services to the citizens it serves. Both parties recognize the extreme benefits and the greater possibility to save lives of the patients they treat by providing advance life support. To that end the parties agree to provide a reduction in assigned ride time to the paramedics providing these services on the first response ambulance. The following schedule will be based on the seniority within each shift with the following conditions:

- 1) The lieutenant shall be scheduled to ride zero (0) shifts per year
- 2) The senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 3) The second senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 4) The third senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 5) The fourth senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 6) The fifth senior firefighter/paramedic shall ride sixty (60) shifts per year
- 7) The sixth senior firefighter/paramedic shall ride eighty-four (84) shifts per year
- 8) Any anomalies within this system will be absorbed and scheduled by the shift.

- 9) In the event there is a shift staffing reduction for any reason, any assigned ride times for that shift will be divided equally among all shift paramedics.
- 10) This change in ride-scheduling will remain cost neutral to the Village. Any additional continuing education hours required due to reduced ride scheduling will either be accomplished when sufficient staffing allows it to occur on duty, or on the paramedics own time without overtime compensation.

It is the responsibility of each shift to formulate a schedule to cover the assigned shifts on the ambulance rotation. The village will strive to continue the balance of seniority already established within each shift. At such time the village decides to increase the EMS services that are provided the parties shall meet to review this procedure and make necessary changes.

Ambulance ride-time as it relates to 50-hour employee:

- 1) The 50-hour employee will be assigned to the primary ambulance on Monday/Wednesday/Friday provided the employee is on duty.
- 2) The 50-hour employee will replace the junior member assigned to the primary ambulance, during his/her duty shift on the days in question.
- 3) Should the 50-hour employee be assigned to training or other details on these assigned days, he/she will not be required to make-up ambulance ride time on other work days.

7.8 HIRE BACK DUTIES/COMPENSATION. The fire department will have the authority to create and staff hire-back positions as deemed necessary and as funded within the fire department's budget. These positions will be created to fulfill specific ongoing needs of the department. Such positions will be of two basic types; administrative in nature (fire prevention, fire inspection, public education, records management, administrative, training assistants, etc.) or technical in nature (fire mechanic, mechanics assistant, equipment maintenance, team specialists, etc.) or other similar areas and compensated at an hourly rate of \$14.00 per hour in accordance with Section 7 (g) of the FLSA, 29USC § 207 (g).

Fire Prevention Inspector

The duties of the Fire Prevention Inspector shall continue to be assigned to the Fire Lieutenant currently assigned to perform such duties, subject to satisfactory performance and budget approval. In order to meet established Bureau goals or to address needs of a special project a substitute hire-back Inspector may be assigned. This substitute shall be selected from those employees who have expressed an interest in prevention or public education activities. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Prevention Inspector shall be \$14.00/hour

Fire Mechanic

The duties of the Fire Department Mechanic shall continue to be assigned to the Firefighter currently assigned to perform such duties, subject to satisfactory performance and budget approval. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Mechanic shall be ~~\$14.00~~ \$14.00/hour.

The positions offered will be based on ongoing budget approval or test programs. Such work shall be performed on scheduled-days off consistent with the current practice; but shall not exceed an annual average of 12-hours per week, unless additional hours are expressly approved by the Fire Chief. These positions shall be offered to all full-time sworn members of the department. Any member interested in the hire-back position shall apply for the job in writing to the Fire Chief. Selection to the open position will be based on education and/or experience applicable to the job/position. If more than one member of euql skills applies for the job, final selection will be based on seniority.

7.9 DEFERRED COMPENSATION. Employees shall be eligible to participate in the Village's deferred compensation plan. Contributions are made solely by the employee through the payroll system.

ARTICLE VIII **VACATION AND LEAVES**

8.1 VACATION. Vacations are computed in shifts worked (24 hours is 1 shift), and for 50-hour shift employees (10 hours is 1 shift).

- A. 24-hour shift employees with less than five (5) years of service (as of July 1) are entitled to five (5) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to ten (10) working shifts off per calendar year.
- B. 24-hour shift employees with five (5) years or more of service (as of July 1) are entitled to eight (8) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to sixteen (16) working shifts per calendar year.
- C. 24-hour shift employees with ten (10) years or more of service (as of July 1) are entitled to nine (9) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty (20) working shifts off during a calendar year.
- D. 24-hour shift employees with fifteen (15) years or more of service (as of July 1) are entitled to eleven (11) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty-five (25) working shifts off during a calendar year.
- E. 24-hour shift employees with twenty (20) years or more of service (as of July 1) are entitled to fourteen (14) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to thirty (30) working shifts off during a calendar year
- F. Employees who reach twenty-five (25) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their twenty-fifth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their twenty-fifth (25) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their twenty-fifth (25) year.
- G. Employees who reach thirty (30) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their thirtieth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their thirtieth (30) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their thirtieth (30) year.

8.1.1 SCHEDULING. Employees may select vacation time off on the basis of seniority within their shift using the method currently used. Only one member per shift will be allowed away from work on vacation at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled vacation and require the employee to work or report to duty. Vacation shall be taken at a rate of not less than one duty day.

All vacation time for 50-hour shift employees shall be scheduled with the approval of the Fire Chief a minimum of one (1) week prior to vacation unless shorter notice is authorized by the Fire Chief. Recognized paid holidays falling within a scheduled vacation leave shall not be charged against accrued vacation time earned for 50-hour shift employees, but instead will be charged as holiday leave.

8.1.2 ACCRUAL. Vacation time/time off must be used within the year during which it is earned, however employees shall be allowed to accumulate up to one hundred twenty (120) hours (5 duty days) of vacation time. Vacation time/time off shall be earned as per the Village's Personnel Policy Manual. No employee shall be eligible to receive any benefits under this Article if the employee quits or resigns from employment without giving at least two (2) weeks' notice in writing of intent to resign.

Employees separated from service other than dismissal for cause shall be compensated for accumulated unused vacation time at their regular rate of pay at the time of separation.

8.2 SICK LEAVE/PERSONAL DAYS. It is understood by the parties that sick leave is provided for personal illness or serious illness or death in the immediate family such that the employee cannot work without risk to his/her health or risk to the proper care of an immediate family member. The parties agree that any abuse of sick leave is a serious offense, and the Union agrees to cooperate in the elimination of any such abuse. Any abuse of sick leave shall subject the employee to appropriate discipline. Employees shall earn the equivalent of 12 hours of sick leave for each month of service, accrued on a pay period by pay period basis. Employees assigned to 50-hour shifts shall earn sick leave at a rate of one work day per month. Each calendar year, 72 hours (for 24-hour employees), and 30 hours (for 50-hour employees) of earned sick time may be used as personal time.

Each calendar year, 72 hours of earned sick time may be used as personal time. All shift members may select personal days as needed. Only one member per shift may be off on personal leave at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled personal days and require the employee to work or report to duty. Personal days shall be taken at a rate of not less than or more than one duty day at any time except under extreme circumstances with prior approval by the Fire Chief or his designee. If an employee does not use his/her personal time within the calendar year, it will be accrued as sick time at the end of the year and allowed to be carried over to the subsequent year(s).

Sick leave/personal days cannot be taken until earned. Sick leave/personal days may be earned while an employee is on vacation or paid leave of absence, provided, however, that no leave may be earned while an employee is absent on paid sick leave or any other leave (except vacation/time off in lieu of holidays), for a period in excess of 30 days. Unused earned sick leave shall accumulate without limitation. Notification of absence due to personal illness or illness in the immediate family shall be given as soon as possible in accordance with procedures in effect at the time of the execution of this Agreement. Failure to properly report an illness shall be considered absence without valid cause.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Lieutenant on duty) as soon as possible on the first day of such absence and everyday thereafter (unless this requirement is waived by the Fire Chief in writing), but no later than one-half (1/2) hour before the start of the employee's assigned work shift unless it is shown that due to circumstances beyond the control of the employee such notification is/was impossible. This notification will be forwarded to the Fire Chief noting the time of the call, and whether it is an employee illness and/or a family member illness requiring the sick leave. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline, as well. In the event a female firefighter becomes pregnant, she shall give immediate notice to the Fire Chief, along with a Physician's Notice outlining any work restrictions.

Fire Lieutenants will receive one additional personal day per calendar year, which may not be accrued beyond the calendar year in which it is earned.

8.2.1 DOCTOR'S CERTIFICATE. The Village may require a physician's certificate as a basis for pay during leave after an absence of 2 consecutive duty days for personal illness, or as it may deem necessary in other cases where reasonable cause warrants.

8.2.2 MEDICAL EXAMINATION. The Village will provide a medical examination from a designated provider to employees biannually who are under 45 years of age, and annually for those employees 45 and above. If the designated provider will be altered, the new provider will be selected by the Joint Health Insurance Committee as identified in section 11.1.3 of this contract.

The medical examination will include the following tests:

- Medical history and general physical examination; including urine dip.
- Audiogram
- Chemistry Profile
- Urine Drug Screen
- Spirometry Screen

- Chest X-ray (at initial screening; thereafter as medically warranted)
- 12-lead Electrocardiogram (at initial screening; then again at age 40 and annually after age 45)
- Treadmill Stress Test (at initial screening, then again at ages 40, 45 and 50, every 3-5 years past age 51 and as medically warranted)

When the Village has reasonable cause to believe an employee is not fit to perform the duties of his/her position the Village may reasonably require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician or other medical professional designated by the Village, the Village will pay any out-of-pocket medical expenses to the extent they are not covered by insurance. If there is a conflict between the employer's physician and the employee's physician, the employee shall be examined by a third physician jointly agreed upon by the parties whose opinion shall be final. The physician shall be Board certified in the specialty relating to the condition affecting the employee's ability to work.

8.2.3 IMMEDIATE FAMILY. For purposes of this provision "immediate family member" is defined as the employee's spouse, child, foster-child, step-child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law or any other relative for whom the employee is designated as the primary caregiver. If the Village adopts a more generous definition of Immediate Family in its Personnel Policy Manual, that definition will apply to this article as well.

8.3 SUBSTANCE ABUSE. The parties recognize the importance of an alcohol-and drug-free workplace. Accordingly, a drug/alcohol policy is included in this Agreement.

8.3.1 RATIONALE. Whereas to effectively enforce the laws of the Village and the State of Illinois; to ensure the confidence of fellow Firefighters and the public; and, to better avoid accidents and injuries, the Village of Park Forest and the Park Forest Firefighters recognize the importance of a drug and alcohol free workplace.

8.3.2 POLICY.

A. **ALCOHOL:** Alcoholic beverages are not illegal. However, no alcohol may be consumed at the workplace and no employee shall be under the influence of alcohol while on duty. Any on-the-job abuse of alcohol will not be tolerated. Reasonable suspicion of on-the-job alcohol abuse, articulable by a supervisor will serve as a basis for an ordered alcohol test. If it is determined an employee has consumed alcohol while on duty or is under the influence of alcohol while on duty the Firefighter shall be subject to appropriate discipline.

Any Firefighter who believes he/she may have an alcohol problem is encouraged to voluntarily seek assistance. If it is determined an employee may have an alcohol problem, the Village will encourage the employee to seek help and it will provide information on available assistance program(s).

If an employee is diagnosed as having an alcohol problem he or she will be allowed to enter a treatment program available through his or her medical insurance plan. The employee will be allowed the use of accumulated sick or other leave time for confidential treatment. The Village will not take adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol related problem provided the employee participates in the treatment program recommended by the physician involved and discontinues his/her abuse of alcohol.

B. **PRESCRIBED DRUGS:** Drugs prescribed by a physician for use by an employee are exempt from sanctions provided the prescription is used as intended. An employee shall notify his/her supervisor of all medication prescribed that may affect an employee's ability to perform his/her duties. If the medication prohibits the use of machinery, an employee may not drive a vehicle. Employment sanctions will not be enforced against any Firefighter testing positive for using prescribed drugs provided the prescription is used as intended. Any abuse of prescribed drugs lawfully obtained shall be handled in the same manner as alcohol abuse.

- C. **NON-PRESCRIBED DRUGS:** Possessing, using, selling, purchasing or delivering any illegal drug at any time or under any circumstances is prohibited. The mere possession of non-prescribed drugs is illegal and therefore viewed in a different light than alcohol or lawfully obtained prescribed drugs unless in accordance with duty requirements.

8.3.3 MANDATORY DRUG TESTS. Each Firefighter will be given a drug test during the annual/biannual physical exam given by the Fire Department. All mandatory drug tests will be paid for by the Village. Reasonable suspicion of on-the-job drug use or impairment, articulable by a supervisor, will also be a basis for a drug test.

- A. **ALCOHOL TESTING PROCEDURES:** Alcohol in the system is found through breath test instruments. These are simple, non-invasive devices that generate an immediate result. Other methods of testing for alcohol are the blood test and the urine sample test. The blood test is the most invasive and least desirable. Urine sample testing can be performed in a medical environment which recognizes the importance of privacy.

Medical professionals generally presume that a blood-alcohol level of 0.05% may produce symptoms of lowered alertness and impaired judgment. Test results showing 0.05% or more shall be considered positive. Testing shall be administered only by a certified breathalyzer technician employed by a public law enforcement agency or a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol testing.

- B. **DRUG TESTING PROCEDURES:** Drug testing is most generally accomplished through the use of urine sample testing. Because of the effect that a positive result will have on the career and reputation of the tested employee, every reasonable precaution will be taken to insure there is no reasonable doubt about the results. Toward this goal, two (2) samples and multi-phasic tests will be incorporated in the established drug testing procedures.

- 1) Use of Independent Laboratories. Laboratories used shall be certified by the National Institute on Drug Abuse (NIDA).

- 2) Testing. Tests will be used in ascending order. The EMIT (M50) test (an enzyme immunoassay technique) will be conducted first. This is the most inexpensive of tests. EMIT (M50) will only indicate positive or negative results. If this test is negative, further testing is terminated. If the EMIT (M50) test shows positive, it will be confirmed by a GC/MS (Gas Chromatography/Mass Spectrometry) method.

Notifications by the laboratories will be made only to the Personnel Officer (Assistant to the Village Manager) if the sample is confirmed positive by both the initial and Gas Chromatography/Mass Spectrometry test. Notification to the Personnel Officer will be followed by a written report. The involved employee will be placed on leave by the Fire Chief pending disciplinary action, upon notification of a positive result of the GC/MS Test.

No action will be taken, nor will the affected employee be notified of any positive showing of the EMIT (M50) when the testing is part of the annual or biannual physical. When the testing is ordered due to reasonable suspicion or on-the-job drug use or impairment, no adverse employment action except temporary reassignment or relief of duty may result until the testing procedures are complete.

This testing will be performed in such a manner as to preserve an employee's right to privacy while insuring a high degree of security for the sample. The procedures of the laboratory or facility testing the sample shall be followed and a chain of custody for the sample from collection through testing shall be established.

8.3.4 DISCIPLINE PROCEDURES - DRUG SCREEN.

- A. If a Firefighter has a confirmed positive test as a result of the annual/biannual physical examination, the firefighter or paramedic will be placed on unpaid leave. The employee shall be afforded the opportunity at his/her expense to voluntarily seek treatment, counseling or other support.

If the Firefighter chooses such treatment he/she will be assigned appropriate duty with pay as determined by the Fire Chief. The employee must agree to participate and complete the treatment program as determined by the involved physician(s); discontinue use of illegal drugs; and agree to submit to random testing during hours of work for a period of twelve (12) months. If the Firefighter refuses to agree to the foregoing, the Fire Chief may institute appropriate disciplinary procedures.

- B. If a Firefighter has a confirmed positive test as the result of ordered testing due to reasonable suspicion of drug abuse, the Fire Chief may immediately institute disciplinary proceedings or, alternatively, the Fire Chief, in consultation with the Village Manager, may allow the Firefighter at his/her expense to voluntarily enter an appropriate treatment program. If this alternative is allowed the employee shall, after exhausting all available leave, be given a leave of absence without pay to complete the treatment program. Upon completion the employee may return to such duties as are assigned by the Fire Chief provided the employee has discontinued his/her use of illegal drugs; the involved physician certifies the employee has completed the treatment program and is drug free; the employee agrees to continue in any physician recommended after care program; and, the employee agrees to submit to random testing during work hours for a period of twelve (12) months.
- C. Any Firefighter who fails to submit to a drug alcohol test as requested will be given a "Notice to submit to a drug/alcohol test" form by his/her supervisor, which, in writing, outlines the possible disciplinary action that can be taken for any refusal to submit. If the Firefighter still refuses to submit to a requested drug or alcohol test, he/she will be placed immediately on paid administrative leave pending disciplinary action by the Fire Chief.

8.4 BEREAVEMENT LEAVE. Employees shall receive one (1) duty day off without loss of pay in the event of death in the immediate family. For purposes of this provision "immediate family member" is defined as the employee's father, mother, sister, brother, child, foster-child, step-child, spouse, grandparent, grandchild, mother/father-in-law, son/daughter-in-law and brother/sister-in-law or any other relative for whom the employee is designated as the primary caregiver. If the Village adopts a more generous definition of immediate family, as it pertains to Bereavement Leave, in its Personnel Policy Manual, that definition will apply to this article as well. The Fire Chief may grant one (1) additional duty day off with pay when requested by the employee. Available benefit time may be granted to attend the funeral or memorial for a non-immediate family member with the prior approval of the Fire Chief or his designee.

8.5 MATERNITY LEAVE

When an employee determines that she is pregnant, she will notify the Fire Chief of the pregnancy and expected leave time. The Village may require a doctor's certification noting the projected timelines the employee will be able to function as a firefighter/paramedic as outlined in the Department job description, in order to determine that continued work in the position will not cause a hazard to the employee's health or the health of her unborn child.

At such time as the employee is no longer able to perform full-time duties, the Fire Chief shall offer her temporary transition into a 50 hour light-duty position. Once assigned the light duty position, the employee will perform the light duties until such time as the employee determines to go on leave.

An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy-related disability. Alternatively, an employee may request a leave of absence without pay for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability and thereby retain accumulated unused sick leave. In any case, sufficient unpaid leave of absence shall be granted to cover the period when the employee is actually unable to work due to pregnancy or any pregnancy related disability.

The parties agree that the Pregnancy Disability Act will take precedent where applicable to this clause and/or policies related to this clause.

8.6 WORK-RELATED INJURY. In the event that an employee is unable to work due to an in-line-of-duty injury, the Village shall grant a leave of absence not to exceed twelve (12) months. During this time the employee shall continue to accrue seniority.

To qualify for such leave, the employee must report the work injury immediately following the accident, or immediately upon realization of the injury, and thereafter furnish the Village a written statement showing the nature of the injury and the estimated length of time the employee will be unable to work. Additional medical reports will be provided upon each return visit to the employee's doctor.

The employee on such leave will receive full salary and return all workers compensation insurance payments to the Village. There shall be no deduction from sick leave, or vacation leave, while the employee remains on the paid leave.

Sick leave shall not be accrued by the employee who is on work-related injury leave for a period of ninety (90) days or more. Vacation leave shall not continue to accrue for an employee who is on work-related injury leave for in excess of one year

8.7 LIGHT DUTY. The Fire Chief, in his/her discretion, may assign an employee to light duty who is unable to perform full duty responsibilities because he has suffered a job related or non-job related illness, injury or disability provided such light duty work is available and who has been released for light duty by his physician and by a physician designated by the Village and where the Village determines there is a reasonable expectation the employee will be able to return to full duty within six (6) months. In the event the Village's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees, a third physician shall be selected by mutual agreement of the employee's and Village's physicians to resolve the conflict before ordering an employee to start a light duty assignment. The employee's working hours and duties will be established by the Fire Chief, consistent with any limitations on the release for light duty specified in writing by the physicians for the employee or Village. The Fire Chief shall accommodate individuals so that light duty assignments do not create a hardship due to childcare, once provided with notice of such hardship. When work exists within the Department that is consistent with the employee's release they shall be so assigned. In cases where there is either no work or work inconsistent with the employee's release, the Fire Chief shall have the right to assign light duty in another Village Department, provided it shall not take away work from another collective bargaining unity. The Fire Chief reserves the right to terminate a light duty assignment (if the employee is fit to return to such assignment as determined by a physician designated by the Village) or to a leave of absence.

Outside of the conditions related to maternity leave in Article 8.5, nothing herein shall be construed to require the Village to create light duty assignments for an employee, or to provide light duty work when such assignments may not be available. In as such, light duty will not be unreasonably withheld from any member capable of such an assignment and/or requesting such an assignment. Employees will only be assigned to light duty assignments when the Village, in its discretion, determines the need exists and only as long as such need exists

ARTICLE IX **SENIORITY/LAYOFF AND RECALL**

9.1 SENIORITY. Seniority means an employee's length of continuous service with the Fire Department since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired.

9.2 LAYOFF. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that the force of the Fire Department is to be reduced, and employees covered by this Agreement are involved, such employees shall be laid off according to their seniority in accordance with the provisions of Ill. Rev. Stat. Ch. 24 Section 10-2.1-18.

9.3 RECALL. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Written notice of any recall shall be given to eligible employees by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the responsibility of the employee to provide the Fire Chief with his or her latest mailing address. The employee must give written notice of intent to return to work within ten (10) days of the mailing of the recall notice. The failure of an employee to respond in a timely manner to a recall notice shall cause his/her name to be removed from the recall list. Paramedics who, as a condition of continued employment, are required to maintain paramedic certification, and who are laid off, shall maintain their paramedic certification during their layoff in order to be eligible for recall. The Village will allow laid-off employees, who desire to maintain their state paramedic certification, to perform ambulance duty (on a voluntary basis without pay or other benefits) for the requisite number of field hours necessary to maintain their state paramedic certification. This ambulance duty will be scheduled at times mutually agreeable to the laid-off employee and the Fire Chief.

9.4 SENIORITY LIST. The Village shall maintain a current seniority list. This list shall be made available to the Union within 30 days and by January 15 of each successive year after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Fire Chief within 30 days after the list has been made available to the Union.

ARTICLE X **GRIEVANCE PROCEDURE**

10.1 DEFINITION OF GRIEVANCE. A "grievance" is defined as a dispute between an employee or any group of employees and the Village involving an alleged violation or misinterpretation of an express term(s) of this Agreement, it being expressly understood that any dispute or disagreement concerning a matter or issue subject to the jurisdiction of the Park Forest Board of Fire and Police Commissioners shall not be a grievance under this Agreement.

10.2 GRIEVANCE PROCEDURE. All time limits consist of business days (Monday through Friday excluding holidays). Recognizing that grievances should be raised and settled promptly, a grievance must be submitted within ten (10) days after the employee knows or, through the use of reasonable diligence, should have known of the occurrence of the event giving rise to the grievance. The parties hereto acknowledge that it is usually best for an employee and the employee's immediate supervisor to resolve problems through informal verbal discussion. An attempt shall, therefore, be made to resolve any problem informally by discussion between those involved. If a grievance cannot be resolved informally, it shall be processed in the following manner:

10.2.1 STEP ONE. An employee who has a grievance must submit the grievance in writing to the Deputy Chief within (10) days of the occurrence of the event giving rise to the grievance. The grievance shall state the specific provision(s) of this Agreement allegedly violated or misinterpreted, contain a summary statement of the facts giving rise to the grievance, and the relief requested. Additional contract provisions alleged to have been violated may be cited prior to submission of the grievance to the Village Manager. The Deputy Chief shall provide a written response to the grievance within five (5) days of his receipt of the written grievance.

10.2.2 STEP TWO. If the grievance is not resolved at Step One, the grievant may submit the written grievance to the Fire Chief within ten (10) days of receipt of the Step One decision. The Fire Chief shall attempt to resolve the grievance and shall provide the grievant with a written response within ten (10) days of his receipt of the grievance.

10.2.3 STEP THREE. If the grievance is not resolved at Step Two, the grievant may, within ten (10) days of his receipt of the Step Two decision, submit the grievance to the Village Manager. The Manager, or her/his designee, shall investigate the grievance and shall schedule a meeting with the employee within ten (10) days of his receipt of the grievance. At this meeting the Manager and any other persons desired by the Manager shall discuss the grievance with the grievant and any Union or other

representatives requested by the grievant. The Manager will provide the grievant with a written decision within ten (10) days of the meeting.

10.2.4 STEP FOUR. If the grievance is not settled at Step Three, the Union or the grievant with the approval of the Union may refer the grievance to arbitration within ten (10) days of the date of the Village Manager's decision. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral. In the event the parties cannot agree upon an arbitrator, they shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators residing in Illinois. The parties shall each have the right to strike three (3) names from the list. The parties by toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one name. The process shall be repeated until one name remains. The arbitrator shall have no right to either amend or recommend amendments, modifications or nullification's of any provisions of the contract. Moreover, she/he shall have no power to ignore, add to or subtract from provisions of the agreement. She/he shall consider and make a decision only with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his/her decision within 30 calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties have agreed to a written extension thereof. The decision of the arbitrator shall be based solely upon his/her interpretation of the meaning or obligation of the express terms of this agreement as applied to the facts presented. A decision rendered consistent with the terms of this Agreement shall be binding.

10.2.5 FEES AND EXPENSES OF ARBITRATION. The fee of the arbitrator shall be divided equally by the parties. All other expenses including compensation or witnesses or representatives shall be borne by the party incurring them.

10.3 BYPASSING STEPS. Any step of the grievance procedure may be bypassed and the grievance brought directly to the next step only upon the mutual written agreement of parties.

10.4 UNION REPRESENTATION. Commencing at Step Two, the grievant may have a union representative at meetings/hearings conducted under this Article, and the union representative shall, with prior approval of the Fire Chief, when necessary, be given reasonable time while on duty to attend such meetings/hearings. With the approval of the officer in charge, such meetings/hearings may be scheduled at times which do not interfere with the daily operations of the department.

10.5 EXTENDING TIME LIMITS. The time limits set forth in the grievance procedure may be extended only upon the mutual written agreement of the parties.

10.6 UNION STEWARDS. Employees selected by the Union to act as union representatives shall be known as "Stewards." The names of the employees selected as Stewards shall be certified in writing to the Employer by the Union.

10.7 DISCIPLINE ARBITRATION OPTION. In the case of a suspension without pay when no charges for dismissal are pending, or in the event that charges for dismissal have been served upon an employee, the employee shall have three (3) calendar days from the date of the suspension or from the date of receipt of the charges for dismissal to make an election as to whether to proceed before the Board of Fire and Police Commissioners or before an arbitrator. The election to proceed before an arbitrator must be made in writing and submitted to the Village Manager within three (3) calendar days. The failure of an employee to so submit a written election to proceed before an arbitrator shall be deemed an election to proceed before the Commission. If an employee elects to proceed before an arbitrator in the case of a suspension without pay when no charges for dismissal are pending, the issue presented to the arbitrator shall be whether the suspension was for just cause. If an employee elects to proceed before an arbitrator when charges for dismissal are pending, the employee may be suspended without pay pending the decision of the arbitrator. If the arbitrator determines that the employee shall not be discharged, then the employee shall be made whole for all wages withheld due to the suspension, or the arbitrator may impose a suspension without pay for such period as she/he determines appropriate to the nature of the offense(s) established at the arbitration hearing. If the arbitrator finds just cause for discharge, the discharge shall be implemented immediately and the employee shall be bound by the arbitrator's decision and shall not have any further right to contest the

charges or the discharge before the Commission. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act. If an employee elects to proceed to arbitration under this Section 10.7, then it is agreed that the party who loses the arbitration shall pay all expenses of the arbitrator. All other expenses including compensation for witnesses or representatives shall be borne by the party incurring them.

10.8 MISCELLANEOUS. Whereas, the Lieutenants and Firefighters are part of the collective bargaining unit, as members of the Union, said Lieutenants and Firefighters will not be able to establish a "Past Practice" on behalf of the Village, nor will they be able give rise to a grievance from other Union members as a result of their actions or inactions in the course of their duties. No member of the bargaining unit shall have the authority to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in Article X. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE XI **INSURANCE**

11.1 MEDICAL INSURANCE. The Village will provide basic medical and hospitalization coverage under a plan(s) or program(s) selected by the Village which are available to other Village employees in accordance with the committee process described below. For employees who participate in the Wellness Screenings as outlined in Article 11.5, the Village shall contribute toward the cost of premiums for either single or dependent coverage at the following contribution rate: HMO -80/20 Village/employee contribution and PPO and High Deductible Health Plan with H.S.A.-75/25 Village/employee contribution, for the existing, or comparable plans in effect at the time of this agreement. Non-participation contribution rates are referenced in Article 11.5 Wellness.

The Village reserves the right to make such changes to any of its offered plan(s), to the extent such changes are required by State or Federal law, without the need for bargaining. The implementation of any such change shall not be the subject to the grievance/arbitration provisions of this Agreement.

11.1.2 RETIREE HEALTH INSURANCE. All employees who retire and have contributed a minimum of 20 years of service to the Park Forest Fire Department shall be entitled to an annual cash stipend for any 10 consecutive year period the employee chooses between the age of his/her retirement and age 65 based on the following schedule:

- Retirement date between July 1, 2001 and June 30, 2007 - \$1,200
- Retirement date between July 1, 2007 and June 30, 2008 - \$2,000
- Retirement date between July 1, 2008 and June 30, 2010 - \$2,500
- Retirement date between July 1, 2010 and June 30, 2016 - \$3,000
- Retirement date between July 1, 2016 and June 30, 2019 - \$3,500

This stipend shall be applied to pay the retired employee's health insurance premium within the Village's existing health insurance plan or toward an alternate insurance policy. Employees wishing to use an alternate health insurance plan shall provide the Village with verification of the alternate health insurance liability coverage by December 1st of each year to continue receiving the stipend in the following year. The stipend amounts shall be paid by the Village directly to the applicable health insurance carrier and shall not be treated as income to the employee for tax purposes unless such treatment should be required under the provisions of the Internal Revenue Code.

11.1.3 JOINT HEALTH INSURANCE COMMITTEE. A joint health insurance committee shall be formed comprised of the following persons who accept invitations to participate:

- 1) A representative of IAFF, Local 1263;
- 2) One member of the FOP Council;
- 3) Designee of the Village Manager;

- 4) The Fire Chief, Police Chief or the designees from the Fire and Police departments; and
- 5) One representative from each group of non-represented employees.

This committee will be established and shall be empowered to research available dental/optical and medical plans, review and analyze existing coverage and benefits to compare their costs, and to recommend to the Village possible implementation of additional plan(s) or changes to the existing plan. The committee shall not make recommendations to modify the existing plan without consensus, provided that in the absence of consensus changes may be made to the existing plan, provided that benefit levels and coverage of the existing plan remain substantially the same. The Village shall have the final authority to decide whether any new plan shall be implemented, and in the event of a recommendation from the committee, whether any modifications to the existing plan shall be implemented. The Village reserves the right to make changes in the existing plan without any recommendation from the committee, provided that benefit levels or coverage of the existing plan remain substantially the same.

11.2 LIFE INSURANCE. The Village shall provide each employee with term life insurance in an amount equal to the employee's annual base salary up to the maximum allowable under IRS regulations.

11.3 DENTAL INSURANCE. The Village will continue to make available dental insurance at group rates paid for by the employee. At such time as the Village may decide to include said coverage in the employee's standard health insurance, this section will follow the adapted Village policy until the next contract negotiation process.

11.4 POST-EMPLOYMENT HEALTH PLAN. Effective July 1, 2016, the parties agree that the Village shall participate in the establishment of a Post-Employment Health Plan (PEHP) for all bargaining unit employees. The Village is authorized to contribute the amount of \$1,500.00 (July 1, 2016) per year on behalf of each bargaining unit employee to the PEHP Trustee in accordance with the Employer Participation Agreement attached to this Agreement as Exhibit B. The total annual deduction of \$1,500.00 (July 1, 2016) shall be made over 24 pay periods at a rate of \$62.50 per paycheck. Upon retirement an employee's sick leave buy out shall be contributed into the PEHP at a rate of \$2.00 for every hour of accrued unused sick leave into this plan for retiree health insurance. Local 1263, IAFF (hereinafter referred to as the "Union") represents and warrants to the Village that neither the PEHP, nor the Declaration of Trust for the PEHP is subject to the Federal Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, including the Multiemployer Pension Plan Amendments Act of 1980 to ERISA. The Union further represents that the PEHP and the Trust Agreement constitute a Voluntary Employees' Beneficiary Association (VEBA) within the meaning of Section 501(c)(9) of the Internal Revenue Code as amended.

In consideration for the IAFF Local 1263 allowing health insurance plan design changes, for active union members effective July 1, 2016, the Village will make a one-time cash contribution of \$1,750.00 to union member's PHEP plan within 30 days of the ratification of this contract.

11.5 WELLNESS. The Village will conduct on-site health screenings scheduled by the Village each calendar year for employees covered under the Village's plan. The Village will pay for the cost of the health screenings. Beginning July 1, 2016, employees who are covered under the Village's Health plan, who choose not to participate in the annual health screenings, will pay a 10% higher premium differential for the selected plan of coverage as follows: HMO -70/30 Village/employee contribution and PPO and High Deductible Health Plan with H.S.A - 65/35 Village/employee contribution, for the existing, or comparable plans in effect at the time of this agreement.

ARTICLE XII **RULES AND REGULATIONS**

12.1 RULES AND REGULATIONS COMMITTEE. Each duty shift will act as a Rules and Regulations Subcommittee. These Subcommittees may review the existing Fire Department rules and

regulations and, may make recommendations as to changes. Any such recommended changes shall be submitted to the Fire Chief for his review and consideration.

12.2 NEW RULES. New or revised rules, regulations or standing orders of the Fire Department having the effect of changing a rule, regulation or standing order may be established from time to time by the Employer. Any such new or revised rule(s), regulation(s) or standing order(s) shall be posted. Absent an emergency, before any new or revised rule, regulation or standing order becomes effective or enforceable; the Employer shall submit it to the Rules and Regulations Subcommittees. Within 15 days of such submittal, the Subcommittees shall meet to consider the new or revised rule, regulation or standing order. The Subcommittees may make recommendations regarding the proposed new or revised rule, regulation or standing order to the Fire Chief. Any such recommendations must be made in writing and submitted to the Fire Chief within 30 days of its submittal to the Subcommittees. Absent an emergency, no new or revised rule, regulation or standing order shall become effective prior to 30 days from its delivery to the Subcommittees. Subsequent to the 30-day period, the Fire Chief may enforce the new or revised rule, regulation or standing order as originally proposed or as amended based upon any Subcommittees recommendations, provided, however, that no such new or revised rule, regulation or standing order may be in direct conflict with any express provision of this collective bargaining agreement. Nothing herein shall change the general principle of work/obey now, grieve later, provided that the health and safety of the employee is not placed at substantial risk, nor is anything herein intended to alter any obligation the parties may have under law to bargain as to any proposed change in a condition of employment.

12.3 SMOKING/TOBACCO USE. All employees are strongly encouraged to quit smoking. Smoking regulations will be consistent with the provisions of the Illinois Clean Indoor Air Act. Smoking is not allowed in Village buildings or while riding in Village-owned vehicles. The use of tobacco products of any type (chew, snuff, etc) is not allowed in any Fire Department building or while riding in Village owned vehicles.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 BULLETIN BOARDS. The Village will provide the Union with space on available bulletin boards, not used for notices to the general public, for the purpose of posting official Union notices. No defamatory, political or offensive material may be placed on any bulletin board.

13.2 BILL OF RIGHTS. All members of the bargaining unit are entitled to the rights provided by the 50 ICLS 745-1 (commonly known as the Fireman's Disciplinary Act) provided, however, that this clause shall have no effect if said Act is repealed or declared invalid.

13.3 SAFETY BONUS. Firefighters shall be eligible for the Safety Bonus on the same basis as may from time to time be applicable to all other eligible Village employees.

13.4 COMMUNICABLE DISEASE PROGRAM. The Village agrees to provide voluntary baseline testing for Hepatitis B and HIV at the request of an employee, the Village will provide the employee with customary inoculation or immunization for Hepatitis B.

13.5 DISTRIBUTION OF CONTRACT. The Village shall distribute a copy of this contract and all of the side letters, and side agreements to all current members of the Union. In addition, the Village will provide a copy of this Agreement to all new members hired during the term of this contract, as part of their employee information packet.

13.6 INSPECTION OF PERSONNEL FILE AND DISCIPLINE. Upon appropriate written request to the Fire Chief, an employee may inspect his/her personnel file, subject to the following:

- 1) Within seven (7) working days an inspection shall occur during the normal working hours, at a time and in a manner that is mutually acceptable to the employee and the Fire Chief.
- 2) An employee who has a grievance on file may have a representative of the Union present during this inspection. Employees may have a Union representative present during all file reviews at their discretion.

- 3) Copies of the materials in an employee's personnel file shall be provided to the employee upon request.
- 4) Employees shall be limited to reviewing their personnel files to no more than four (4) requested times per year.
- 5) Employees shall be notified when a formal written warning is placed in their personnel files. Upon request, an employee shall be provided a copy of this formal warning. An employee may file a written rebuttal in his/her personnel file concerning any material in the file.

13.7 PHYSICAL FITNESS PROGRAM. It is the goal of both parties to have a healthy and fit fire department. Both parties recognize that voluntary physical exercise is a benefit to the Village and the firefighter. To that end, and to encourage this voluntary physical activity and stress reduction, the Village agrees to make Village recreational facilities available to the employee and his/her family on the same basis as such facilities are from time to time made available to all other Village employees at no cost to the employee. The parties have agreed in principle upon a physical fitness plan.

13.7.1 DAILY PHYSICAL ACTIVITY. With the exception of where it interferes with emergency responses and training activities, members will be hereby compelled to complete a minimum of one-half hour and a maximum of one hour of approved physical activity to promote their overall fitness between 0700 hours and 2200 hours. Any activity to be performed to meet this criteria, will be conducted at fire department facilities unless otherwise approved by the fire department.

13.7.2 SCHEDULING PHYSICAL FITNESS TIME. In order to accomplish the goal of increased physical fitness, the department will make available time within the workday for this physical fitness period and suitable clean-up time. Such time will be made available as long as no special activities are scheduled and the other shift members can continue the daily routine work. Work schedule permitting, no supervisor shall unduly prevent members from performing this physical fitness activity within the workday.

13.7.3 MEMBER PARTICIPATION. In as much as this type of activity is mutually beneficial to all parties, the members agree to complete this activity outside of the normal workday hours should circumstances beyond the control of the supervisor prevent its completion within work hours. No member will be compelled to complete daily physical activity between 2200 hours and 0700 hours. This does not preclude any member from voluntarily completing this activity during this time frame. Members will participate in this mutually beneficial activity for a minimum of one-half hour per duty day, unless prevented from doing so by emergency responses, other departmental duties, or a verifiable medical condition or problem.

ARTICLE XIV PROMOTIONS AND APPOINTMENTS

This section has been totally reworked

14.1 PROMOTIONS AND APPOINTMENTS. Promotions to the rank of Lieutenant shall be done in accordance with the provisions of the Fire Department Promotions Act, effective August 4, 2003, 50 ILCS 742 *et seq* (herein after the "Act"). Except as modified by the terms of this Article, the procedures for promotions and appointments shall be made in accordance with the provisions of the Act. Promotions to the rank of Lieutenant shall be conducted in accordance with the same evaluation criteria, weights and procedures as defined within the current collective bargaining agreement. Further the parties mutually agree to follow the same procedures employed to develop any new criteria, weight or procedure.

14.2 ELIGIBILITY. To be eligible to test for promotion to Lieutenant, the candidate shall have obtained a minimum of five (5) years career experience with the Park Forest Fire Department; be currently OSFM certified as a Fire Officer I or equivalent; hold a current certification in Blue Card as an Incident Commander or better and have completed the Park Forest Fire Department "Acting Officer Task Book". For the purpose of calculating Seniority Points, seniority shall be calculated as the candidate's anniversary date as of the date of the test in the year the test is administered. For the purpose of calculating

Ascertained Merit, points shall be awarded for certifications obtained as of the deadline for filing written notice of your intent to participate in the testing process.

14.3 NOTICE. Thirty days prior to the beginning of a promotional process, a schedule of the dates of each segment of the process will be established in written form and posted. Within 14 days of the posting date all eligible personnel who wish to participate shall notify the Fire Chief in writing of their intent to participate in the process and submit documentation for Ascertained Merit points.

14.4 RATING FACTORS AND WEIGHTS. The components and corresponding overall percentage weights by which the candidates will be scored is outlined below (assuming a possible total of 100 points):

- 1) Seniority (15%)
- 2) Ascertained Merit (15%)
- 3) Assessment Center (25%)
- 4) Oral Interview (25%)
- 5) Written Exam (15%)
- 6) Special Teams (5%)

14.5 TEST COMPONENTS. The test shall be comprised of a Written Examination, Ascertained Merit, Assessment Center, Oral Interview, Department Seniority and Special Teams Participation. At the conclusion of each component of the promotional process, written feedback regarding scoring, and an up-to-date overall ranking will be given, confidentially, to each candidate. All eligible candidates for the promotion to Lieutenant will, if they so desire, be allowed to complete each step of the process.

- 1) Written Examination: The written examination shall consist of job related questions composed by a qualified and impartial testing company which may be assisted by the Village or its agents in determining job content. Candidates shall be provided a list of study materials for a period of at least ninety (90) calendar days prior to the date of the examination.
- 2) Ascertained Merit: See Appendix C for criteria.
- 3) An Assessment Center will be conducted and scored by an impartial outside service (Illinois Fire Chief's Association) which may be assisted by the Village or its agents in determining applicability. These components will be: Structured Interview; Tactical Exercise; Presentation Exercise and the Problem Employee Exercise.
- 4) Oral Interview: At a minimum, the interview will consist of the candidate, members of the Board of Fire and Police Commission, Fire Chief and/or Deputy Fire Chief and Assistant to the Village Manager/Personnel Director. The Union may at their discretion may elect to have an "Observer" (Non-PFFD employee) present during the Oral Interview.
- 5) Seniority: The candidate will receive 1.5 points for each year of service up to a total of 15 points.
- 6) Candidates will receive 1 point for each year in good standing for participation in any special team (as defined by the department) up to a maximum of 5 points. Participation in multiple special teams will not be compounded for this calculation; the most senior special team activity will be utilized.

14.6 SCORING OF COMPONENTS. Each component of the promotional test listed above shall be scored on the scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added together.

14.7 POSTING. Upon posting of the preliminary promotion list, any candidate eligible for veteran's preference points will be allowed to file for them in accordance with current State of Illinois legislation.

14.8 MAINTENANCE OF PROMOTIONAL LISTS. Final eligibility lists shall be effective for a period of 3 years.

14.9 DISPUTES. Any dispute concerning compliance with these procedures shall be resolved in accordance with the grievance procedure (Article X) of the parties' contract.

14.10 FIRE CAPTAIN. The rank of Captain is an exempt position outside the Bargaining Unit and shall not be subject to the Promotional Act's provisions. All appointments to Captain shall be filled from the next lowest rank (Lieutenant) and be based on the Test Components in 14.11 and 14.12, or if no Lieutenant expresses interest in the position it shall be open to all career (sworn) members of the Village of Park Forest Fire Department, based on the minimum eligibility for the position of Fire Lieutenant. Ultimately should no sworn members in the department express interest in the position, the Fire Chief is authorized to fill the position from outside the department.

14.11 RATING FACTORS AND WEIGHTS. The components and corresponding overall percentage weights by which the candidate will be scored is outlined below (assuming a possible total of 100 points):

- 1) Ascertained Merit (15%)
- 2) Oral Interview (35%)
- 3) Written Exam (35%)
- 4) Special Teams Participation (10%)
- 5) Chiefs Points (5%)

14.12 TEST COMPONENTS. The test shall be comprised of a Written Examination, Ascertained Merit, Oral Interview, Special Teams Participation and Chief's Points. At the conclusion of each component of the promotional process, written feedback regarding scoring and an up-to-date overall ranking will be given, confidentially, to each candidate. All eligible candidates for the promotion to Captain will, if they so desire, be allowed to complete each step of the process.

- 1) Ascertained Merit: See Appendix D
- 2) Oral Interview: At a minimum shall include the candidate, the Fire Chief, the Deputy Fire Chief and the Assistant to the Village Manager/Director of Personnel.
- 3) Written Examination: The written examination shall consist of job related questions composed by a qualified and impartial testing company which may be assisted by the Village or its agents in determining job content. Candidates shall be provided a list of study materials for a period of at least ninety (90) calendar days prior to the date of the examination.
- 4) Special Team Participation. Candidates will receive 1 point for each year in good standing for participation in any special team (as defined by the department) up to a maximum of 10 points. Participation in multiple special teams will not be compounded for this calculation; the most senior special team activity will be utilized
- 5) Candidates will be awarded 1 to 5 points based on an evaluation of their suitability for the position and past performance with the department by the Fire Chief or his designee. A written notice detailing the awarding of said points will be provided to each candidate.

14.13 NOTICE. Thirty days prior to the beginning of a promotional process, a schedule of the dates of each segment of the process will be established in written form and posted. Within 14 days of the posting date all eligible personnel who wish to participate shall notify the Fire Chief in writing of their intent to participate in the process. The process shall be scheduled upon notification of an opening.

14.14 SCORING OF COMPONENTS. Each component of the promotional test listed above shall be scored on the scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added together.

14.15 POSTING. Upon posting of the preliminary promotion list, any candidate eligible for veteran's preference points will be allowed to file for them in accordance with current State of Illinois legislation.

14.17 MAINTENANCE OF PROMOTIONAL LISTS. Final eligibility lists shall be effective for a period of 3 years.

14.18 DISPUTES. Any dispute concerning compliance with these procedures shall be resolved in accordance with the grievance procedure (Article X) of the parties' contract.

ARTICLE XV
ASSESSMENT PRACTICES

15.1 GENERAL. It is the goal of both parties to have personnel of the Fire Department grow in skills, whenever possible. In order to accomplish this goal, an employee assessment program will be instituted. This program will include meetings between supervisory personnel and individual members of the department to discuss issues related to job descriptions, skills, training, job satisfaction and job performance.

This program will appraise and advise the employer and employee of an individual's relative performance over the course of the assessment period. It will further allow the parties to track changes and/or potential changes in this performance over the course of time.

15.2 FORMAT/FORMS. The parties agree to utilize the format and forms as used in the 2003 Lieutenant promotional process (Appendix B). The format forms and instructions for these assessments will be provided to all the employees prior to the initial assessment period. Employees will be provided with new copies of the assessment form(s) any time there are proposed updates or changes.

The employee will be assessed during routine evaluations by their immediate supervisor, within the period designated by the Fire Chief (normally January and July). At the discretion of the department head, the employee may also be assessed by any of the higher-ranking supervisors. Employees will be notified in advance if this is to occur.

15.3 SUPERVISOR/SUBORDINATE ASSESSMENT. From time to time the department head or administrative staff may ask subordinate employees to assess their supervisors using the same format and forms. This assessment will follow the identical procedures as detailed within Section 14 of the agreement.

15.4 EMPLOYEE REVIEW AND REBUTTAL. Once the assessment has been completed, the employee will review the assessment with said supervisor(s). At this point the employee will have the opportunity to attach comments or rebuttal to the assessment.

Once the review process is complete, the employee and the supervisor will sign off on the assessment and present it to the administration for review and filing. Should the employee desire, they may seek permission from their supervisor(s) to meet with administration and express their position on the particular evaluation, following the appropriate chain of command.

15.5 RESULTS OF ASSESSMENT. This process is intended to provide information as to the employee's relative performance. It should also identify any problem areas or areas where the employee is performing above average for recognition purposes. Except in cases of habitual substandard performance, this evaluation is not intended to be used as the basis for or in determining the employee's suitability for step increases.

ARTICLE XVI
SAVINGS CLAUSE

16.1 SAVINGS CLAUSE. If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

ARTICLE XVII
COMPLETE AGREEMENT

17.1 COMPLETE AGREEMENT. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to all terms and conditions covered in this Agreement. Any amendments to this Agreement must be mutually agreed to and set forth in writing.

ARTICLE XVIII
DURATION

18.1 DURATION OF AGREEMENT. This Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2019. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) nor more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days from the date of the notice and shall continue for a period of not less than forty-five (45) days. The resolution of any bargaining impasse shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2016.

UNION

VILLAGE

Taylor Bordewyk, President

Thomas K. Mick, Village Manager

Patrick Hisel, Vice President

Bruce Ziegle, Fire Chief

Nathan Marconi, Treasurer

Tracy Natyshok, Deputy Fire Chief

Kevin Grove, Secretary

Denyse Carreras, Director of Human Resources

**APPENDIX A
SALARY SCHEDULES**

The parties agree that in the event the Village provides a higher Cost of Living Adjustment (COLA) to any employee or group outside of IAFF Local 1263, the Union's pay rate for the applicable period will be made equal to that other employee group. This "me too" clause will be in effect for the duration of the contract, unless otherwise agreed to by both parties involved.

Firefighter/Paramedic Pay Schedule (2.5%)

2016/2017

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months	G over 240 months
Pre-holiday Salary	56,212	62,204	67,242	72,460	77,641	81,376	83,605
Holiday Pay	3,049	3,374	3,647	3,930	4,211	4,414	4,535
Annual Salary	59,261	65,578	70,889	76,390	81,852	85,789	88,140

Firefighter/Paramedic Pay Schedule (2.5%)

2017/2018

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months	G over 240 months
Pre-holiday Salary	57,617	63,759	68,923	74,272	79,582	83,410	85,695
Holiday Pay	3,125	3,458	3,738	4,028	4,316	4,524	4,648
Annual Salary	60,742	67,217	72,661	78,300	83,898	87,934	90,343

Firefighter/Paramedic Pay Schedule (2.5%)

2018/2019

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months	G over 240 months
Pre-holiday Salary	59,058	65,353	70,646	76,129	81,571	85,495	87,838
Holiday Pay	3,203	3,545	3,832	4,129	4,424	4,637	4,764
Annual Salary	62,261	68,898	74,478	80,258	85,995	90,132	92,602

Note: Annual Salary is the pensionable base. Effective July 1, 2013 the holiday pay will be spread evenly over each pay period as part of the per pay period salary. The hourly rate for overtime purposes will now be based on the Annual Salary divided by Annual Hours of Duty as defined in Section 6.3.

Firefighter Pay Schedule (2.5%)

2016/2017

	A	B	C	D	E	F	G
	Probation	over 12 months	over 24 months	over 36 months	over 48 months	over 96 months	over 240 months
Pre-holiday Salary	52,483	58,474	63,514	68,733	73,913	77,648	79,776
Holiday Pay	2,847	3,171	3,445	3,728	4,009	4,211	4,327
Annual Salary	55,330	61,646	66,959	72,461	77,922	81,859	84,103

Firefighter Pay Schedule (2.5%)

2017/2018

	A	B	C	D	E	F	G
	Probation	over 12 months	over 24 months	over 36 months	over 48 months	over 96 months	over 240 months
Pre-holiday Salary	53,795	59,936	65,102	70,452	75,761	79,589	81,770
Holiday Pay	2,918	3,251	3,531	3,821	4,109	4,317	4,435
Annual Salary	56,713	63,187	68,633	74,273	79,870	83,906	86,205

Firefighter Pay Schedule (2.5%)

2018/2019

	A	B	C	D	E	F	G
	Probation	over 12 months	over 24 months	over 36 months	over 48 months	over 96 months	over 240 months
Pre-holiday Salary	55,140	61,434	66,730	72,213	77,655	81,579	83,814
Holiday Pay	2,991	3,332	3,619	3,917	4,212	4,425	4,546
Annual Salary	58,131	64,766	70,349	76,130	81,866	86,003	88,360

Note: Annual Salary is the pensionable base. Effective July 1, 2013 the holiday pay was spread evenly over each pay period as part of the per pay period salary. The hourly rate for overtime purposes will now be based on the Annual Salary divided by the Annual Hours of Duty as defined in Section 6.3.

Lieutenant/Paramedic Pay Schedule (2.5%)

2016/2017

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	90,002	93,417	96,960
Holiday Pay	4,881	5,067	5,259
Annual Salary	94,884	98,484	102,219

Lieutenant/Paramedic Pay Schedule (2.5%)

2017/2018

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	92,252	95,753	99,384
Holiday Pay	5,004	5,193	5,390
Annual Salary	97,256	100,946	104,774

Lieutenant/Paramedic Pay Schedule (2.5%)

2018/2019

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	94,559	98,147	101,868
Holiday Pay	5,129	5,323	5,525
Annual Salary	99,687	103,470	107,394

Note: Annual Salary is the pensionable base. Effective July 1, 2013, the Holiday Pay was spread evenly over each pay period as part of the per pay period salary. The hourly rate for overtime purposes will now be based on the Annual Salary divided by the Annual Hours of Duty as defined in Section 6.3.

Lieutenant Pay Schedule (2.5%)

2016/2017

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	86,380	89,798	93,341
Holiday Pay	4,685	4,870	5,063
Annual Salary	91,065	94,669	98,403

Lieutenant Pay Schedule (2.5%)

2017/2018

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	88,539	92,043	95,674
Holiday Pay	4,802	4,992	5,189
Annual Salary	93,341	97,035	100,863

Lieutenant Pay Schedule (2.5%)

2018/2019

	1 0-12 months	2 13-24 months	3 25 + months
Pre-holiday Salary	90,753	94,344	98,066
Holiday Pay	4,922	5,117	5,319
Annual Salary	95,675	99,461	103,385

Note: Annual Salary is the pensionable base. Effective July 1, 2013, the holiday pay will be spread evenly over each pay period as part of the per pay period salary. The hourly rate for overtime purposes will now be based on the Annual Salary divided by Annual Hours of Duty as defined in Section 6.3.

APPENDIX B

ASSESSMENT FORMS

VILLAGE OF PARK FOREST – FIRE DEPARTMENT
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:	LAST EVALUATION:
POSITION:	PERIOD OF EVALUATION: from: _____ to: _____

- 10 – 9: Excellent – Superior job performance. Greatly exceeds normal requirements
 8 – 7: Highly Satisfactory – Above average job performance. Generally exceeds normal requirements.
 6 – 5: Satisfactory – Average job performance. Adequately meets normal requirements.
 4 – 3: Improvement needed – Below average job performance. Occasionally fails to meet normal requirements & needs improvement.
 2 – 1: Unsatisfactory – Unacceptable job performance. Consistently fails to meet minimum requirements. Major improvements required.

QUALITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
Accuracy of work						
Care of equipment & tools						
Reliability of workmanship						
Legibility & completeness of paperwork						
Total						

QUANTITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
On work performed by the employee						
On work supervised by the employee						
On new or unfamiliar work						
Compared to co-workers						
Efficient use of resources						
Job planning, time management						
Work outside of normal routine						
Total						

INTERPERSONAL RELATIONS	10-9	8-7	6-5	4-3	2-1	REMARKS
With fellow employees						
With supervisors and management						
With the public						
With patients/victims						
Total						

ATTENDANCE AND PUNCTUALITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Attendance						
Reports for work on time						
Begins work on time						
Observes established break limitations						
Total						

ADAPTABILITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Willingness to accept change						
Open mind towards new/improved ideas/methods						
Willing to accept other Dept work, outside of normal routine						
Emergency responses						
Handles new situations with ease						
Learning speed						
Total						

JOB KNOWLEDGE AND SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Follows accepted work practices with minimal supervision						
Knows capacity and capabilities of equipment						
Has technical knowledge to perform						
Applies job knowledge to new work						
Stays abreast of new work procedures						
Applies best possible methods to work						
Total						

INITIATIVE & DESIRE TO OBTAIN GOALS	10-9	8-7	6-5	4-3	2-1	REMARKS
Suggestion and development of new ideas						
Passes on the job knowledge to new employees						
Attempts to absolve problems within realm of authority						
Reports problems & potential solutions						
Willingness to use extra effort						

Total						
--------------	--	--	--	--	--	--

VILLAGE OF PARK FOREST – FIRE DEPARTMENT
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:
POSITION:

SAFETY HABITS	10-9	8-7	6-5	4-3	2-1	REMARKS
Attention to safety of self & others						
Follows work safety rules & procedures						
Recognizes & reports unsafe work conditions						
Overall accident record						
Keeps work area clean & orderly						
Uses appropriate safety equipment						
Accepts personal responsibility for safety						
Total						

JUDGEMENT/LEADERSHIP	10-9	8-7	6-5	4-3	2-1	REMARKS
Reasons logically under non-emergency conditions						
Interprets facts objectively						
Maintains confidential information						
Can positively direct employees						
Maintains effective leadership role						
Total						

TEMPERMENT	10-9	8-7	6-5	4-3	2-1	REMARKS
Withstands pressures of job without losing control						
Remains calm in non-emergency conditions						
Articulates well in front of others						
Total						

INTERACTION WITH POC EMPLOYEES	10-9	8-7	6-5	4-3	2-1	REMARKS
Respect for POC officers						
Ability to work with POC officers						
Ability to work with POC personnel						
Support for POC operations						
General interaction with POC's						
Total						

APPEARANCE/PROFESSIONAL IMAGE	10-9	8-7	6-5	4-3	2-1	REMARKS
Reports to work in proper uniform						
Uniform is neat & clean						
Replaces uniforms when they show wear						
Consistently well-groomed						
Overall level of physical fitness						
Overall professional demeanor						
Total						

FIRE SUPPRESSION/RESCUE SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of modern tactics/skills						
Performs duties in accordance with SOP's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgment in emergency situations						
Quality of reports						
Total						

EMS SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of current EMS practices						
Performs EMS duties in accordance with SMO's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgment in emergency situations						
Displays good patient relation skills						
Quality of Reports						
Total						

Additional Remarks:

EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:

POSITION:

QUALITY OF WORK	
QUANTITY OF WORK	
INTERPERSONAL RELATIONS	
ATTENDANCE & PUNCTUALITY	
ADAPTABILITY	
JOB KNOWLEDGE & SKILLS	
INITIATIVE & DESIRE TO OBTAIN GOALS	
SAFETY HABITS	
JUDGEMENT	
TEMPERMENT	
INTERACTION WITH P.O.C. EMPLOYEES	
APPEARANCE/PROFESSIONAL IMAGE	
FIRE SUPPRESSION/RESCUE SKILLS	
EMS SKILLS	

TOTAL NUMBER VALUE

Additional Remarks:

APPENDIX C

ASCERTAINED MERIT POINTS LIEUTENANT/PARAMEDIC

CERTIFICATE/DEGREE	CLASS HOURS	TOTAL POINTS
Hazardous Materials Incident Command	24	1
Fire Officer II or Equivalent	160	4
Fire Department Incident Safety Officer	40	1
Arson Investigator	280	6
Fire Investigator	120	3
TOTAL POSSIBLE POINTS (SECTION 1)		15
DEGREES: POINTS AVAILABLE IN THIS AREA ARE CUMULATIVE FOR ANY SINGLE DEGREE IN ANY AREA. Applicable degrees include those in: Fire Science; Fire Management Paramedicine; Emergency Management and for Masters Degrees: Public Administration and Public Safety		
Associates-Fire Service Application	62	15
Bachelors-Fire Service Application	122	30
Masters-Fire Service Application	158	40
TOTAL POSSIBLE POINTS (SECTION 2)		85
TOTAL POSSIBLE POINTS (SECTION 1)	15	
TOTAL POSSIBLE POINTS (SECTION 2)	85	
MAXIMUM TOTAL POSSIBLE POINTS	100	

SECTION SCORE (calculation = Merit Point Total expressed as a % X .15)

- 1) Where certificates are no longer recognized by the Illinois Office of the State Fire Marshal (eliminated) these ascertained merit items will be removed from the process and the point totals recalculated.
- 2) Where the Illinois Office of the State Fire Marshal re-titles a certificate, the most current certificate title and requirements will be in effect concurrent with the change by the OSFM.
- 3) Where required by the Illinois Office of the State Fire Marshal candidates are required to meet continuing education and re-certification requirements in order to receive the applicable certification points.

APPENDIX D
ASCERTAINED MERIT POINTS
CAPTAIN/PARAMEDIC

CERTIFICATE/DEGREE	TOTAL POINTS
Fire Inspector I or Equivalent	2
Public educator I or Equivalent	2
Fire Prevention Officer I or Equivalent	1
Plan Review or Equivalent	1
Juvenile Fire-setter Intervention	1
Fire Investigator	2
Arson Investigator	4
Fire Officer II or Equivalent	2
TOTAL POSSIBLE POINTS (SECTION 1)	15
DEGREES: POINTS AVAILABLE IN THIS AREA ARE CUMULATIVE FOR ANY SINGLE DEGREE IN ANY AREA. Applicable degrees include those in: Fire Science; Fire Management Paramedicine; Emergency Management and for Masters Degrees: Public Administration and Public Safety	
Associates-Fire Service Application	15
Bachelors-Fire Service Application	30
Masters-Fire Service Application	40
TOTAL POSSIBLE POINTS (SECTION 2)	85
TOTAL POSSIBLE POINTS (SECTION 1)	15
TOTAL POSSIBLE POINTS (SECTION 2)	85
MAXIMUM TOTAL POSSIBLE POINTS	100
SECTION SCORE (calculation = Merit Point Total expressed as a % X .15)	

- 1) Where certificates are no longer recognized by the Illinois Office of the State Fire Marshal (eliminated) these ascertained merit items will be removed from the process and the point totals recalculated.
- 2) Where the Illinois Office of the State Fire Marshal re-titles a certificate, the most current certificate title and requirements will be in effect concurrent with the change by the OSFM.
- 3) Where required by the Illinois Office of the State Fire Marshal candidates are required to meet continuing education and re-certification requirements in order to receive the applicable certification points.

Side Letter of Agreement - A

5.1 Maintenance of Conditions

Letter C. #1:

Effective January 1, 2018, in the absence of a Lieutenant the employee designated to act for the Lieutenant in charge of the shift shall be, in order of preference:

- 1) Highest rank shift member on the current promotion eligibility list with at least five years of seniority and has completed the approved training objectives;
- 2) Senior shift member that has completed the approved training objectives with at least ten years of seniority; or
- 3) Senior firefighter with at least ten years of seniority.

To be designated as acting Lieutenant, the employee must be scheduled to be on duty (available for calls) for the duration of the Lieutenant's absence during that shift. Acting officers on the preliminary selection list will be required to be trained to the following level:

Tactics I or equivalent

Current Blue Card Incident Command Certification

Acting Officer Task Book (effective January 1, 2017)

The above-referenced language will be incorporated into future contracts replacing existing language for Letter C.#1

Side Letter of Agreement B

The Union is currently exploring an alternate health insurance plan through health insurance plans sponsored by the Associated Fire Fighters of Illinois (AFFI) that is potentially beneficial to both parties. In the event the Union finds this offering to be comparable in both coverage and accessibility it would provide formal notice to the Village. After the Village has had reasonable time to explore the financial viability, logistical concerns and potential impact on the Village's overall health care offerings of such a plan; the parties agree to enter discussions related to re-opening the contract as it relates to health care and health care providers only.

**THE NEXT THREE PAGES ARE INTENTIONALLY LEFT BLANK FOR INSERTION OF THE
POST EMPLOYMENT HEALTH PLAN DOCUMENT**

"Exhibit B"

FEE SCHEDULE

Administrative Charge:

<u>Annual Ongoing Contributions - Per Employee</u>	<u>Annual Employee Administrative Fee - Per Employee</u>
\$120 - \$299	\$25
\$300 - \$399	\$15
\$400 - \$499	\$10
\$500 - \$599	\$ 5
\$600 +	\$ 0

An annual account administration charge per participant shall be charged to each participant's account on the "anniversary date". The "anniversary date" is the date which is one year after the date the initial contribution is invested in the participant's account, and each succeeding anniversary of such date.

AGENDA BRIEFING

DATE: July 5, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Urban Forestry Operations

BACKGROUND/DISCUSSION:

Urban Forestry operations contracts approved by the Board in 2015 include the option to renew them annually for two additional years, per approval of both parties. Last season's urban forestry operations were awarded to two companies. AAA Tree Service was awarded the pruning contract and Homer Tree Service was awarded the tree removals contract. Staff has been satisfied with the performance of each company during the 2015 season, has spoken with representatives of both companies and each is willing to renew the original contracts, under the same terms and conditions.

Staff recommends continuing the tree removal contract with Homer Tree Service, Inc. for an average cost per tree of \$19.25. Staff also recommends continuing the pruning maintenance contract with AAA Tree Service, Inc. with an average cost per tree of \$3.75 per diameter inch. An average size tree in Park Forest is 20"DBH (diameter at breast height) costing \$385 to remove this tree or \$75.00 to prune it.

Attached are letters from each company agreeing to a contract renewal.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of July 18, 2016 for your approval.



PHONE 815-838-0320 • FAX 815-838-0375 • www.homertree.com



June 22, 2016

Village of Park Forest
350 Victory Dr.
Park Forest, IL 60466
ATTN: Todd Cann

This letter is to confirm that Homer Tree Care Inc. agrees to honor the same contract for 2016 tree work to the Village of Park Forest as was submitted and approved for the 2015 tree work bid.

We look forward to working on this together.

Please sign and return as acknowledgement to accept our offer.

James Reiter

Project Coordinator

Homer Tree Care Inc.

14000 S. ARCHER AVENUE • LOCKPORT, IL 60441



AAA TREE SERVICE, INCORPORATED
29860 S. SCHEER ROAD
PEOTONE, ILLINOIS 60468
PHONE: (708)258-9656 FAX: (708)258-9310

PROFESSIONAL TREE CARE
RESIDENTIAL & COMMERCIAL

ISA CERTIFIED ARBORIST ON
STAFF CERTIFICATION #S
4444A & 4445A

WE'RE "TREE MEN-DOUS"
SERVICE IS OUR BUSINESS
QUALITY PERFORMANCE
IS OUR GOAL!

FULL LIABILITY &
WORKMAN'S COMP.
INSURANCE COVERAGE

June 22, 2016

Village of Park Forest
350 Victory Dr.
Park Forest, IL 60466

ATTN: Todd Cann

This letter is to confirm that AAA Tree Service, Inc. agrees to honor the same contract for 2016 tree work to the Village of Park Forest as was submitted and approved for the 2015 tree work bid.

We will welcome the opportunity to be of service to your fine community.

Please sign & return as acknowledgement to accept our offer.

Darwin Hancock, Owner
AAA Tree Service, Inc.

Village of Park Forest

AGENDA BRIEFING

DATE: September 11, 2015

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Urban Forestry Contract

BACKGROUND/DISCUSSION:

As the Board is aware, this year's budget includes \$80,000 for Urban Forestry Operations. This is a significant reduction from previous years and was done for several reasons. First, the Emerald Ash Borer (EAB) crisis has passed and some monies have been redirected to Lifecycle and playground restoration projects. Secondly, some of the work previously done under this contract is now done by the Village Forester, Todd Cann. Third, because the Village has dealt with the EAB crisis on public lands there will no longer be the large numbers of removals and staff will be able to resume routine maintenance and pruning of village trees. The Board should understand though, that this is only true of public trees. Ash trees on private lands are still vulnerable to infestation and there are still a large number of ash trees that residents and property owners will need to remove.

Bids for urban forestry services were solicited through the Tribune, by direct mail to seven tree service companies and posted on the Village's web site. Responses were received from four companies. Common practice for pricing tree maintenance and removals is by tree diameter at breast height (DBH). Measured in inches, this is nominally 4 ½ feet off the ground. Trees are then separated into four size ranges for pricing purposes; up to 12" DBH, 13" – 24" DBH, 25" – 36" DBH and 37" DBH and above. The bids are enumerated below according to these size groupings. In order to make comparison simpler, bids for the four categories are averaged and listed under each bidder's column.

The low bidder for removals is Homer Tree Service, Inc. with an average cost of \$19.25. The low bidder for pruning maintenance is AAA Tree Service, Inc. with an average cost of \$3.75. For an average size tree in Park Forest, (20"DBH) it will cost \$385 to remove this tree or \$75.00 to prune it. This is in line with what the Village has been paying for this work in past years. Both of these companies have certified arborists on staff and are respected service providers within the south suburbs. Additionally, the Village has had a contract for tree maintenance for several years with AAA Tree Service and has been a supportive partner in managing the EAB infestation, working cooperatively with staff to manage costs.

Removals	Winkler's Tree & Landscaping LaGrange	Homer Tree Care, Inc. Lockport	AAA Tree Service, Inc. Peotone	Trees "R" Us, Inc. Wauconda
12" and less	\$ 25.91	\$ 10.00	\$ 18.00	\$ 22.00
13" to 24"	\$ 25.91	\$ 15.00	\$ 25.00	\$ 28.00
25" to 36"	\$ 25.91	\$ 24.00	\$ 30.00	\$ 34.00
37" and up	\$ 35.91	\$ 28.00	\$ 31.00	\$ 39.00
Per inch Average - Removals	\$ 28.41	\$ 19.25	\$ 26.00	\$ 30.75
Pruning				
12" and less	\$ 4.00	\$ 4.00	\$ 3.00	\$ 48.00
13" to 24"	\$ 4.00	\$ 5.00	\$ 4.00	\$ 96.00
25" to 36"	\$ 4.50	\$ 5.00	\$ 4.00	\$ 144.00
37" and up	\$ 5.00	\$ 5.25	\$ 4.00	\$ 160.00
Per inch average - Pruning	\$ 4.38	\$ 4.81	\$ 3.75	\$ 112.00

In order to keep the Board abreast of urban forestry plans staff has also applied for two separate forestry grants that would further the Boards long term goals as they relate to a flexible infrastructure capital plan. To help meet this goal, Recreation & Parks strategies include replanting trees lost to EAB and developing a comprehensive management plan for the urban forest. The first of these grants is the *Great Lakes Restoration Grant for Emerald Ash Borer*. This grant is federally funded through the Morton Arboretum. It is similar to a grant received in 2011 to replace trees lost to EAB and is a 50/50 grant. The Village is eligible for a total of \$10,000. Applicants are allowed to include the cost of ash tree removals from October of 2014 in the matching funds calculations. This totals \$26,511 for the Village so additional expenses are expected to be \$4,888 for supplies and in-kind labor. The second grant is through the *IDNR Urban and Community Forestry Grant Program* and is to support a complete inventory, assessment and comprehensive master plan for the urban forest. This is also a 50/50 grant and the Village is eligible for \$12,500. The Village has not received word yet as to its status on either grant but the matching funds for both of these grants would come from Urban Forestry Operations.

Staff recommends that a contract be awarded to Homer Tree Service, Inc. of Lockport, IL for tree removals and to AAA Tree Service, Inc. of Peotone, IL for pruning maintenance. As in the past these contracts would be renewable for two years pending agreement of both parties.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of September 21, 2015 for approval.

AGENDA BRIEFING

DATE: July 5, 2016

TO: Mayor John Ostenburg
Board of Trustees

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

RE: Awarding of the 2016 Sewer Cleaning and TV Contract

BACKGROUND/DISCUSSION:

On Tuesday, June 21, 2016 at 2:00 p.m., the Department of Public Works opened 9 bids for the 2016 Sewer Cleaning and TV Contract. Invitations for Bid were published in the *Daily Southtown* and on the Village website. Bid documents were also sent to 18 known bidders. National Power Rodding, LLC, located in Chicago, Il, was the lowest bidder in the amount of \$23,950.70. See attached Bid Tab.

This work will consist of cleaning and televising approximately 10,560 feet of 8-12 inch sanitary sewer and cleaning and televising approximately 458 feet of 12-18 inch storm sewer. The sewers are generally main line truck sewers in neighborhoods located south of Sauk Trail. These neighborhoods are where declining sewer conditions are the most prevalent. This work will most likely be followed up with a sewer lining and rehabilitation contract in Fiscal 2018.

National Power Rodding is a well-known company with excellent references. They most recently worked in the Village in 2009 and we were satisfied with the quality of the work.

This contract will be paid under the Sewer Fund in Contractual Sewer Maintenance where \$220,000 is budgeted. Please note that Contractual Sewer Maintenance is a combination of several items and DPW budgeted \$60,000 specifically for cleaning and televising. According to the bid General Specifications, DPW may increase or decrease contract quantities for any additional work to be completed. If funds allow, DPW may request the contractor to clean and televise additional sewers.

RECOMMENDATION: Award the 2016 Sewer Cleaning and Televising Contract to National Power Rodding, from Chicago, Il in the amount of \$23,950.70. It should be observed that this bid was much less than estimated and DPW would like the opportunity to evaluate additional lineage of sewer. Thus we request a 67% contingency for any additional work as determined by the Village Engineer for a total not to exceed amount of \$40,000.00 and authorize the Village Manager to enter into said contract.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of July 18, 2016 for Board approval.

				ENGINEERS ESTIMATE		Visu-Sewer of Illinois, LLC		Sheridan Plumbing and Sewer		National Power Rodding		Pipe View of America	
		UNIT	TOTAL QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	Clean & Televis Sanitary Sewer 8"	L.F.	5,297	\$2.75	\$14,566.75	\$2.35	\$12,447.95	\$3.50	\$18,539.50	\$1.65	\$8,740.05	\$2.11	\$11,176.67
2	Clean & Televis Sanitary Sewer 10"	L.F.	3,572	\$2.80	\$10,001.60	\$2.40	\$8,572.80	\$3.50	\$12,502.00	\$1.65	\$5,893.80	\$2.11	\$7,536.92
3	Clean & Televis Sanitary Sewer 12"	L.F.	1,691	\$2.85	\$4,819.35	\$2.45	\$4,142.95	\$4.00	\$6,764.00	\$1.65	\$2,790.15	\$2.11	\$3,568.01
4	Clean & Televis Storm Sewer 12"	L.F.	298	\$3.75	\$1,117.50	\$2.45	\$730.10	\$4.00	\$1,192.00	\$1.65	\$491.70	\$2.11	\$628.78
5	Clean & Televis Storm Sewer 18"	L.F.	187	\$3.80	\$710.60	\$2.45	\$458.15	\$5.00	\$935.00	\$5.00	\$935.00	\$2.11	\$394.57
6	*Major Cleaning-Sanitary	L.F.	6,000	\$3.50	\$21,000.00	\$2.35	\$14,100.00	\$0.01	\$60.00	\$0.25	\$1,500.00	\$1.50	\$9,000.00
7	*Major Cleaning-Storm	L.F.	100	\$3.50	\$350.00	\$2.45	\$245.00	\$2.25	\$225.00	\$1.00	\$100.00	\$3.00	\$300.00
8	*By-pass Pumping	HR.	20	\$125.00	\$2,500.00	\$10.00	\$200.00	\$5.00	\$100.00	\$25.00	\$500.00	\$180.00	\$3,600.00
9	Traffic Control	L.S.	1	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00
				GRAND TOTAL	\$56,065.80	GRAND TOTAL	\$41,146.95	GRAND TOTAL	\$40,567.50	GRAND TOTAL	\$23,950.70	GRAND TOTAL	\$36,604.95
										Apparent low bidder		*Announced bid was \$40,173.86	

				M & J Underground		Hydrovision		Hoerr Construction		United Septic		Michels Pipeline Corp	
		UNIT	TOTAL QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED						
1	Clean & Televis Sanitary Sewer 8"	L.F.	5,297	\$2.50	\$13,242.50	\$1.50	\$7,945.50	\$2.50	\$13,242.50	\$2.40	\$12,712.80	\$2.00	\$10,594.00
2	Clean & Televis Sanitary Sewer 10"	L.F.	3,572	\$2.50	\$8,930.00	\$1.50	\$5,358.00	\$2.50	\$8,930.00	\$2.45	\$8,751.40	\$2.00	\$7,144.00
3	Clean & Televis Sanitary Sewer 12"	L.F.	1,691	\$3.00	\$5,073.00	\$1.50	\$2,536.50	\$2.60	\$4,396.60	\$2.50	\$4,227.50	\$2.00	\$3,382.00
4	Clean & Televis Storm Sewer 12"	L.F.	298	\$3.00	\$894.00	\$1.50	\$447.00	\$3.50	\$1,043.00	\$2.50	\$745.00	\$2.25	\$670.50
5	Clean & Televis Storm Sewer 18"	L.F.	187	\$3.50	\$654.50	\$1.50	\$280.50	\$6.80	\$1,271.60	\$2.75	\$514.25	\$3.25	\$607.75
6	*Major Cleaning-Sanitary	L.F.	6,000	\$1.75	\$10,500.00	\$1.00	\$6,000.00	\$2.90	\$17,400.00	\$3.00	\$18,000.00	\$3.25	\$19,500.00
7	*Major Cleaning-Storm	L.F.	100	\$2.00	\$200.00	\$1.00	\$100.00	\$19.00	\$1,900.00	\$3.75	\$375.00	\$3.50	\$350.00
8	*By-pass Pumping-Sanitary	HR.	20	\$119.00	\$2,380.00	\$75.00	\$1,500.00	\$80.00	\$1,600.00	\$0.00	\$0.00	\$140.00	\$2,800.00
9	Traffic Control	L.S.	1	\$3,454.00	\$3,454.00	\$1.00	\$1.00	\$400.00	\$400.00	\$0.00	\$0.00	\$4,480.00	\$4,480.00
				GRAND TOTAL	\$45,328.00	GRAND TOTAL	\$24,168.50	GRAND TOTAL	\$50,183.70	GRAND TOTAL	\$45,325.95	GRAND TOTAL	\$49,528.25

* - Indicates pay items that may not be used during this contract but included to establish a unit price.

AGENDA BRIEFING

DATE: July 5, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Nicholas Christie – Assistant Village Engineer - DPW

RE: Contract for 2016 Street Resurfacing

BACKGROUND/DISCUSSION:

In Fiscal 2017, DPW has four goals for roadway maintenance:

1. Continue to take advantage of Federal Grants to rehabilitate and resurface Village collector streets.
2. Spot patch streets where relatively small and defined pavement failures have occurred.
3. Start to rehabilitate and resurface local Village roads where patching is not viable from an engineering and financial standpoint.
4. Preserve our newly rehabilitated streets through crack sealing, seal coats, and other methods common to the industry.

In order to address goal #3, on Tuesday, July 5, 2016 at 2:00 p.m., the Department of Public Works opened 5 bids for the Fiscal 2016 Street Resurfacing Contract. Invitations to bid were published in the *Daily Southtown* Newspaper, IDOT Contractors Bulletin, and on our website. A total of 8 qualified bidders requested access to view the Bid documents. Iroquois Paving, located in Watseka, IL, was the lowest bidder in the amount of \$258,881.60. This was lower than the Engineer's Estimate of \$361,072.10. See attached Bid Tab. This contract seeks to resurface a) Homan Avenue (Homan Court to Hickory Street) b) Wilson Street (Westgate Drive to Lakewood Drive) c) Main Street (Orchard Drive to Cunningham Drive). Additionally, we included some pavement work in the Downtown area near the Chase Bank in this contract.

Iroquois Paving has performed many similar jobs throughout the south suburbs and has provided sufficient documentation and paperwork required by the bid proposal documents to qualify for awarding of this contract.

The Village has \$300,000 budgeted in the General Fund, \$40,000 budgeted in the Sewer Fund, and \$20,000 budgeted in the Downtown Fund for this work. DPW would like to utilize the full budget amount to improve additional pavement if agreed upon by the contractor. If agreed, additional work that has already been engineered by DPW would be added in the following order: a) additional curb work on Wilson Street; b) extending Homan Avenue improvements to Illinois Street or; c) resurfacing the southbound lane of Illinois Street from Jackson Street to Homan Avenue

RECOMMENDATION: Award the 2016 Street Resurfacing contract to Iroquois Paving located in Watseka, IL, and authorize the Village Manager to enter into said contract in the amount of \$258,881.60 with a 39% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$360,000, as budgeted.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of July 18, 2016 for Board approval.

2016 Street Resurfacing Bid Tabulation

VILLAGE OF PARK FOREST
350 VICTORY DRIVE
PARK FOREST, IL 60466

PROJECT NUMBER: 17-0117-02
DATE: JULY 5, 2016

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATED QUANTITY		Engineers Estimate		MAT Construction 4450 South Morgan Street Chicago, IL 60609		M & J Asphalt Paving Company 3124 South 60th Court Cicero, IL 60804		"D" Construction 1488 S. Broadway Coal City, IL 60416		Gallagher Asphalt 18100 South Indiana Avenue Thornton, IL 60476		Iroquois Paving 1889 E. US HWY 24 Watseka, IL 60970	
		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	HMA Surface Removal (2.25")	9,270	S.Y.	\$3.00	\$27,810.00	\$6.00	\$55,620.00	\$3.20	\$29,664.00	\$2.15	\$19,930.50	\$3.25	\$30,127.50	\$1.85	\$17,149.50
2	Mixture for cracks, joints and flangeways	5	TON	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$600.00	\$3,000.00	\$150.00	\$750.00	\$550.00	\$2,750.00	\$200.00	\$1,000.00
3	Furnish and Install Class D Patches, Type I (5")	130	S.Y.	\$75.00	\$9,750.00	\$40.00	\$5,200.00	\$42.00	\$5,460.00	\$35.00	\$4,550.00	\$50.00	\$6,500.00	\$32.50	\$4,225.00
4	Furnish and Install Class D Patches, Type II (5")	205	S.Y.	\$70.00	\$14,350.00	\$40.00	\$8,200.00	\$38.00	\$7,790.00	\$35.00	\$7,175.00	\$45.00	\$9,225.00	\$29.00	\$5,945.00
5	Furnish and Install Class D Patches, Type III (5")	305	S.Y.	\$65.00	\$19,825.00	\$40.00	\$12,200.00	\$36.00	\$10,980.00	\$35.00	\$10,675.00	\$40.00	\$12,200.00	\$27.50	\$8,387.50
6	Furnish and Install Class D Patches, Type IV (5")	1210	S.Y.	\$60.00	\$72,600.00	\$40.00	\$48,400.00	\$34.00	\$41,140.00	\$33.00	\$39,930.00	\$28.00	\$33,880.00	\$25.25	\$30,552.50
7	Furnish and Install (0.50") Leveling Binder (Machine Method)	355	TON	\$80.00	\$28,400.00	\$115.00	\$40,825.00	\$84.00	\$29,820.00	\$61.00	\$21,655.00	\$69.00	\$24,495.00	\$58.50	\$20,767.50
8	Bituminous Materials (Tack Coat)	4,170	LBS	\$0.20	\$834.00	\$1.10	\$4,587.00	\$0.80	\$3,336.00	\$0.01	\$41.70	\$1.00	\$4,170.00	\$0.01	\$41.70
9	Furnish and Install Bituminous Concrete Surface Course, HMA, Mix D, N50. (2")	1,020	TON	\$75.00	\$76,500.00	\$86.00	\$87,720.00	\$68.00	\$69,360.00	\$61.00	\$62,220.00	\$64.00	\$65,280.00	\$58.50	\$59,670.00
10	Furnish P.C.C. Driveway removal	82	S.Y.	\$12.00	\$984.00	\$44.00	\$3,608.00	\$28.00	\$2,296.00	\$14.00	\$1,148.00	\$12.00	\$984.00	\$12.00	\$984.00
11	Furnish and Install P.C.C. Drive (6.25")	82	S.Y.	\$65.00	\$5,330.00	\$100.00	\$8,200.00	\$56.00	\$4,592.00	\$60.00	\$4,920.00	\$65.00	\$5,330.00	\$54.75	\$4,489.50
12	Removal of existing Combination Curb and Gutter	1,575	L.F.	\$7.50	\$11,812.50	\$12.40	\$19,530.00	\$6.00	\$9,450.00	\$6.00	\$9,450.00	\$6.00	\$9,450.00	\$6.00	\$9,450.00
13	Furnish and Install variable Combination Curb and Gutter with 2" stone cushion	1,575	L.F.	\$18.00	\$28,350.00	\$27.60	\$43,470.00	\$23.00	\$36,225.00	\$23.50	\$37,012.50	\$25.50	\$40,162.50	\$25.50	\$40,162.50
14	Furnish and Install Portland Cement Concrete Sidewalk	1,100	S.F.	\$5.50	\$6,050.00	\$8.65	\$9,515.00	\$5.75	\$6,325.00	\$5.50	\$6,050.00	\$6.00	\$6,600.00	\$5.20	\$5,720.00
15	Detectable Warnings	160	S.F.	\$30.00	\$4,800.00	\$35.00	\$5,600.00	\$25.00	\$4,000.00	\$24.20	\$3,872.00	\$22.00	\$3,520.00	\$22.00	\$3,520.00
16	Furnish P.C.C. Sidewalk Removal	1,100	S.Y.	\$2.00	\$2,200.00	\$3.00	\$3,300.00	\$2.25	\$2,475.00	\$1.10	\$1,210.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00
17	Furnish and Install Thermoplastic Stop Bar Pavement Marking White Line 24"	80	L.F.	\$5.00	\$400.00	\$5.00	\$400.00	\$7.50	\$600.00	\$7.70	\$616.00	\$7.00	\$560.00	\$7.00	\$560.00
18	Furnish and Install Thermoplastic Cross Walk Pavement Markings Yellow or White Solid Line 6"	493	L.F.	\$1.00	\$493.00	\$2.50	\$1,232.50	\$2.50	\$1,232.50	\$2.00	\$986.00	\$1.80	\$887.40	\$1.80	\$887.40
19	Furnish and Install Thermoplastic Skip Dash Center line Pavement Markings Yellow or White Line 4"	610	L.F.	\$0.70	\$427.00	\$1.60	\$976.00	\$1.50	\$915.00	\$1.10	\$671.00	\$1.00	\$610.00	\$1.00	\$610.00
20	Furnish and Install Thermoplastic Pavement Markings Yellow Solid Line 4"	673	L.F.	\$0.70	\$471.10	\$1.60	\$1,076.80	\$1.50	\$1,009.50	\$1.10	\$740.30	\$1.00	\$673.00	\$1.00	\$673.00
21	Furnish and Install Thermoplastic Pavement Markings White or Yellow Solid Line 12"	325	L.F.	\$2.50	\$812.50	\$3.50	\$1,137.50	\$4.50	\$1,462.50	\$4.00	\$1,300.00	\$3.60	\$1,170.00	\$3.60	\$1,170.00

2016 Street Resurfacing Bid Tabulation

VILLAGE OF PARK FOREST
350 VICTORY DRIVE
PARK FOREST, IL 60466

PROJECT NUMBER: 17-0117-02
DATE: JULY 5, 2016

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATED QUANTITY		Engineers Estimate		MAT Construction 4450 South Morgan Street Chicago, IL 60609		M & J Asphalt Paving Company 3124 South 60th Court Cicero, IL 60804		"D" Construction 1488 S. Broadway Coal City, IL 60416		Gallagher Asphalt 18100 South Indiana Avenue Thornton, IL 60476		Iroquois Paving 1889 E. US HWY 24 Watseka, IL 60970		
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
22	Furnish and Install Thermoplastic Pavement Markings															
	White Soild Line "Letters and Symbols"	37	S.F.	\$4.00	\$148.00	\$7.00	\$259.00	\$7.50	\$277.50	\$7.70	\$284.90	\$7.00	\$259.00	\$7.00	\$259.00	
23	Structures to be Adjusted, Cleaned and Mortared	9	EACH	\$750.00	\$6,750.00	\$500.00	\$4,500.00	\$800.00	\$7,200.00	\$550.00	\$4,950.00	\$775.00	\$6,975.00	\$770.00	\$6,930.00	
24	Structures to be Reconstructed	1	EACH	\$5,000.00	\$5,000.00	\$1,600.00	\$1,600.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$1,300.00	\$1,300.00	\$1,265.00	\$1,265.00	
25	Structures to be removed and replaced with 24" dia. P.C.C Catch Basin	8	EACH	\$3,000.00	\$24,000.00	\$2,000.00	\$16,000.00	\$2,200.00	\$17,600.00	\$1,800.00	\$14,400.00	\$1,900.00	\$15,200.00	\$1,885.00	\$15,080.00	
26	Frames and Grates	8	EACH	\$400.00	\$3,200.00	\$360.00	\$2,880.00	\$400.00	\$3,200.00	\$430.00	\$3,440.00	\$250.00	\$2,000.00	\$250.00	\$2,000.00	
27	Furnish, Install and maintain complete, Inlet and Pipe Protection	14	EA.	\$100.00	\$1,400.00	\$125.00	\$1,750.00	\$160.00	\$2,240.00	\$110.00	\$1,540.00	\$155.00	\$2,170.00	\$155.00	\$2,170.00	
28	Furnish, Install and Maintain Traffic Control	1	EA.	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$6,400.00	\$6,400.00	\$3,000.00	\$3,000.00	\$27,000.00	\$27,000.00	\$11,925.00	\$11,925.00	
29	CA-6 Stone	50	Ton	\$20.00	\$1,000.00	\$15.00	\$750.00	\$28.00	\$1,400.00	\$30.00	\$1,500.00	\$16.00	\$800.00	\$25.00	\$1,250.00	
30	Temporary Information Signing	75	S.F.	\$15.00	\$1,125.00	\$16.00	\$1,200.00	\$15.00	\$1,125.00	\$25.00	\$1,875.00	\$20.00	\$1,500.00	\$12.50	\$937.50	
Total \$					\$361,072.10		\$397,286.80		\$311,675.00		\$266,842.90		\$316,878.40		\$258,881.60	

AGENDA BRIEFING

DATE: July 5, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Freedom Hall Stage curtains

BACKGROUND/DISCUSSION:

This year's budget includes \$24,000 to replace stage curtains at Freedom Hall. Last replaced in 1999, the stage curtains have become a fire hazard as the fire-retardant properties have begun to break down. In 2011, staff received a quote of \$12,000 to clean and renew the fire retardant coating. As the curtains are 17 years old and cleaning and retreating to maintain the fire retardant properties would last only a short time, staff solicited quotes on replacing the curtains.

Staff solicited from three vendors they have had experience with in the past. One provided a quote, another did not respond and the third is no longer in business. The three companies contacted are: Katem Theatrics Inc. in La Grange, Chicago Spotlight Inc. in Chicago and North-West Drapery also in Chicago.

North-West Drapery Service, Inc provided the sole proposal and their description of the work, including installation is attached. Staff recommends purchasing replacement drapes for Freedom Hall Stage from North-West Drapery Service, Inc. for the quoted price of \$23,696.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of July 18, 2016 for Board approval.

North-West Drapery
4507 N Milwaukee Avenue
Chicago, IL 60630-3785

DATE	INVOICE #
6/14/2016	128-1743

BILL TO
Village of Park Forest 410 Lakewood Blvd Park Forest, IL 60466

Vendor #	P.O. NO.	TERMS	DUE DATE	REP
	Naomi Fell	Upon Complet...	6/14/2016	MS

DESCRIPTION
Furnish, fabricate and install new stage curtains at Freedom Hall per e-mail dated 06/14/2016

Sales Tax (0.00)	\$0.00
Total	\$23,696.00
Payments/Credits	\$0.00
Balance Due	\$23,696.00

Phone #	Fax #	E-mail
773-282-7117	773-282-6882	northwestfnc@sbcglobal.net

North-West Drapery Service, Inc.

4507 N. Milwaukee Avenue, Chicago, IL 60630
(773) 282-7117 Phone / (773) 282-6882 Fax

Village of Park Forest / Freedom Hall
410 Lakewood Blvd., Park Forest, IL 60466
ATTN: Naomi Fell, Facility Manager
RE: Auditorium Curtain Replacement

06/14/16

Naomi Fell,

Thank you for your interest in North-West Drapery Service, Inc. and the products and services that we can provide to you at Freedom Hall in Park Forest. As per our meeting this past Monday, I am pleased to offer you the following quotation for replacement curtains at Freedom Hall.

We will furnish, fabricate and install new curtains made in typical stage manner using 50% added fullness sewn into box pleats located 12" on center (except where noted). Grommets will be inserted in the center of each pleat for either s-hook or tie line attachment to the existing hanging hardware. All side and bottom hems will be 4" with the exception of the traveler curtains which will each half 12" side hems. The bottom hems of all floor length curtains will have an internal pocket containing a continuous length of chain for added weight. All fabric quoted will be to match the existing curtains. All velour will be 25 oz. cotton flame retardant (FR from here forward). We are omitting replacing the scrim, the first cloud and the hard upholstered black colored light valance. The 25 oz. cotton velour will be the Memorable finish.

Curtain Schedule:

1 each Valance – 25 oz. Cotton velour (sewn flat) – Color to be Colonial Brick
2 pair Tormentor Legs – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair Masking Legs – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair Front Curtain – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair 2nd Traveler – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair Side Panels – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair 3rd Traveler – 25 oz. Cotton velour – Color to be Colonial Brick
1 pair Rear Traveler – 25 oz. Cotton velour – Color to be Black
1 each Cloud – Cyc Cloth – Color to be Black (sewn flat and upholstered to existing cloud)
Re-Rope 3 existing full stage traveler tracks
Your installed price for the above curtain schedule is... **\$23,696.00**

Thank you for taking the time to review this quotation. If you have any questions, please feel free to call or email. Thanks again for your time and I look forward to hearing from you.

Sincerely,

Matt Schoeff email: mschoeff@sbcglobal.net