

AGENDA

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

Village Hall

7:00 p.m.

August 8, 2016

Roll Call

1. Replacement of Freedom Hall HVAC

2. Resolution Approving an Intergovernmental Agreement by and between Cook County, the Cook County Sheriff and the Village of Park Forest

3. Contract for 2016 Sanitary Sewer Replacements

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website
www.villageofparkforest.com

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

AGENDA BRIEFING

DATE: August 2, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Freedom Hall: HVAC Replacement

BACKGROUND/DISCUSSION:

Three years ago Recreation & Parks began an annual replacement plan for the HVAC units servicing Freedom Hall. As outlined in the Capital Plan, \$20,000 was included in FY 16 budget and another \$20,000 is included this year and another \$10,000 would be proposed in next year's budget. Currently, there are three units left to replace.

In May, staff contacted Southwest Town Mechanical to quote on replacing the next HVAC unit in line. Southwest Town Mechanical is the company that installed the existing units and has been the low bid on the replacements. Southwest Town Mechanical returned a proposal to add four units to the project; the two remaining units on Freedom Hall as well as two units servicing Village Hall. The Village Hall units are also included in the Capital Plan but in upcoming years. Because of savings in mobilizing their labor and equipment such as a crane that is needed to remove old units and set new ones in place their proposal to replace five units was \$40,960. This is a savings of about \$30,000 over what would have been proposed in the budget over the next few years to replace the additional units.

Serial numbers on each of the five units indicate they were manufactured in 1995; as well, these units use a refrigerant designated as R-22 which is no longer readily available due to government mandates to phase out production of this refrigerant by 2020. Also, the State of Illinois passed a new Energy Code for replacement rooftop HVAC units this year. This proposal is to install high efficiency units that meet the new Illinois Energy Code and use the new R410A refrigerant which has been the departments practice since the new refrigerant came into production.

When staff received this proposal we thought it would be best to delay installation in May, assign last year's funds to the current fiscal year and do the project as proposed.

Southwest Town Mechanical has been a consistently low bidder on Village projects and has submitted a proposal that would save the Village several thousands of dollars. Their proposal is included with this briefing. We recommend that the Village contract with Southwest Town Mechanical to remove and replace HVAC units as proposed for the price of \$40,960.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules Meeting of August 8, 2016 for your consideration.

Southwest Town

MECHANICAL SERVICES

10450 West 163rd Place
Orland Park, Illinois 60467
(708) 460-7330 - Fax (708) 460-1627

May 5, 2016

**Village of Park Forest
75 Park Street
Park Forest, IL 60466
Attn: Bert Weaver**

RE: City Hall

Dear Bert,

The following is our proposal to replace the two old Trane rooftop units that serve City Hall. The serial numbers on each unit indicates that the units were manufactured in 1995. This means each unit is 21 years old. The average life expectancy of a rooftop unit is 15 years.

Also, recently the US Government mandated a decrease in the production of R-22 refrigerant. This has caused a shortage of R-22 and a huge increase in the price of R-22. The original phase out of R-22 refrigerant was supposed to be in 2025. The new environmental push is to phase out the R-22 refrigerant by 2020. If this happens the cost of R-22 refrigerant will sky rocket.

In the 1990's the government stopped the production of R-12 refrigerant which was used for refrigeration and in automobiles. This caused the price of R-12 refrigerant to skyrocket. The current charge for R-12 refrigerant is \$145.00 per pound. This same thing could happen to R-22.

With the installation of a package R410A unit this will eliminate the worries of a costly R-22 refrigerant leak.

With a new rooftop unit you get a one year parts and labor warranty, a five year warranty on the compressor and a 10-year warranty on the heat exchanger. Also, the new unit operates on the "environmentally friendly" R410A refrigerant.

The two new York units are high efficiency rooftop units that are compliant with the new State of Illinois Energy Code (IECC 2015 Compliant).

We will supply and install the following:

1. **We will reclaim the refrigerant from the two old Trane rooftop units, using the approved methods, per EPA regulations.**
2. **We will disconnect the electric, the gas pipe and the duct work from the old units.**
3. **We will remove the two old Trane units from the roof with a crane. This includes the old 1 ½ ton Trane unit and the 4-ton Trane unit.**
4. **We will install two new York, high efficiency, IECC Compliant, heat/cool, package rooftop unit.**

To replace the 1 ½ ton Trane unit, we will install a new York model# PCG4A240752X1, 2-ton, 14 SEER, high efficiency, heat/cool rooftop unit.

To replace the 4-ton Trane unit, we will install a new York model# ZE048H12A2A1ABA1A1, 14 SEER, high efficiency, heat/cool rooftop unit/

Each new unit comes with a fresh air economizer, which will bring 0% to 100% outside air depending on the temperature and humidity levels outside. If the outdoor-air temperature is right the mixed air sensor modulates the economizer outdoor air damper open to take advantage of free cooling provided by the outdoor air. Fresh outdoor air improves comfort levels in the office space.

We will install curb adaptors on the existing roof curbs to allow the supply and return ductwork to match up. With a curb adaptor, a roofing contractor is not needed to seal the roof watertight.

7. **We will re-connect the electric and the gas pipe to the new units.**
8. **We will re-connect the control wiring to the new units.**
9. **We include the rental of the crane.**
10. **We will start-up and test the new units.**
11. **We include a one year parts and labor warranty and a five-year warranty on the compressors and a 10 year warranty on the heat exchanger.**

The sum of this project is-----\$13,080

By others: Permits

Southwest Town

MECHANICAL SERVICES

10450 West 163rd Place
Orland Park, Illinois 60467
(708) 460-7330 - Fax (708) 460-1627

May 5, 2016

Village of Park Forest
75 Park Street
Park Forest, IL 60466
Attn: Bert Weaver

RE: Freedom Hall
410 Lakewood Blvd.

Dear Bert,

The following is our proposal to replace the three old Carrier unit that serve Freedom Hall. The serial numbers on each unit indicates that the units were manufactured in 1995. This means each unit is 21 years old. The average life expectancy of a rooftop unit is 15 years.

Also, recently the US Government mandated a decrease in the production of R-22 refrigerant. This has caused a shortage of R-22 and a huge increase in the price of R-22. The original phase out of R-22 refrigerant was supposed to be in 2025. The new environmental push is to phase out the R-22 refrigerant by 2020. If this happens the cost of R-22 refrigerant will sky rocket.

In the 1990's the government stopped the production of R-12 refrigerant which was used for refrigeration and in automobiles. This caused the price of R-12 refrigerant to skyrocket. The current charge for R-12 refrigerant is \$145.00 per pound. This same thing could happen to R-22.

With the installation of a package R410A unit this will eliminate the worries of a costly R-22 refrigerant leak.

With a new rooftop unit you get a one year parts and labor warranty, a five year warranty on the compressor and a 10-year warranty on the heat exchanger. Also, the new unit operates on the "environmentally friendly" R410A refrigerant.

We have provided two options. The first option is to install two new high efficiency rooftop units that is compliant with the new State of Illinois Energy Code (IECC 2015 Compliant). The second option is to install a standard efficiency rooftop unit that is not IECC Compliant.

We will supply and install the following:

Option #1--New Carrier IECC Compliant Units

This year, Illinois has passed a new Energy Code for rooftop replacement units. The new units must be high efficiency rooftop units. The following is our proposal to install the new Illinois Energy Code, high efficiency, rooftop units.

We include the following:

- 1. We will reclaim the refrigerant from the old rooftop units, using the approved methods, per EPA regulations.**
- 2. We will disconnect the electric, the gas pipe and the duct work from the old units.**
- 3. We will remove the three old Carrier units from the roof with a crane. This includes the old Carrier 12 ½ ton unit, the Carrier 7 ½ ton unit and the old Carrier 4-ton unit.**
- 4. We will install a new Carrier model# 48HCED14ACA5-0A0A0, high efficiency, IECC Compliant, 12 ½ ton, heat/cool, package rooftop unit.**

The new unit comes with a fresh air economizer, which will bring 0% to 100% outside air depending on the temperature and humidity levels outside. If the outdoor-air temperature is right the mixed air sensor modulates the economizer outdoor air damper open to take advantage of free cooling provided by the outdoor air. Fresh outdoor air improves comfort levels in the office space.

We will install a curb adaptor on the existing roof curb to allow the supply and return ductwork to match up. With a curb adaptor, a roofing contractor is not needed to seal the roof watertight.

- 5. For the Carrier 7 ½ ton unit, we will install a new Carrier model# 48HCED08A2A5-0A0A0, high efficiency, 7 ½ ton, heat/cool unit with a fresh air economizer.**
- 6. For the 4-ton unit, we will install a new Carrier model# 48HCEA05A2A5-0A0A0, 4-ton, high efficiency, heat/cool unit with a horizontal economizer**
- 7. We will re-connect the electric and the gas pipe to the new units. We will re-connect the supply and return duct work to the new 4-ton Carrier unit and the supply duct to the 7 ½ ton unit.**

8. We will re-connect the control wiring to the new units.
9. We include the rental of the crane.
10. We will start-up and test the new units.
11. We include a one year parts and labor warranty and a five-year warranty on the compressors and a 10 year warranty on the heat exchanger.

The sum of this project is-----\$27,880

By others: Permits

Option #2—Standard Efficiency Units

The following is our proposal to install two new standard efficiency rooftop units to replace the old Carrier unit. These units are less expensive than the high efficiency units.

We will supply and install the following:

1. We will reclaim the refrigerant from the two old Carrier units using the approved methods, per EPA regulations.
2. We will disconnect the gas piping, the electric, and the ductwork from the old units.
3. We will remove both units from the roof with a crane.
4. For the 12 ½ ton unit, we will install a new Bryant, 12 ½ ton, heat/cool rooftop unit.

The new unit comes with a fresh air economizer, which will bring 0% to 100% outside air depending on the temperature and humidity levels outside. If the outdoor-air temperature is right the mixed air sensor modulates the economizer outdoor air damper open to take advantage of free cooling provided by the outdoor air. Fresh outdoor air improves comfort levels in the office space.

This unit will set on the existing roof curb.

For the 7 ½ ton unit, we will install a new Bryant, 7 ½ ton, heat/cool unit with a fresh air economizer

For the 4-ton unit, we will install a new Bryant, 4-ton, heat/cool unit with a horizontal economizer.

5. *We will re-connect the gas piping and the electric to the new units.*
6. *We will re-connect the duct work to the new 4-ton Bryant unit and the 7 ½ ton Bryant.*
7. *We will start-up and test the new units.*
8. *We include the rental of the crane.*
9. *One-year parts and labor warranty and a five-year warranty on the compressor and a 10-year warranty on the heat exchanger.*

The sum of this project is-----\$20,456

By others: Permits

Southwest Town Heating and Air Conditioning is part of the largest, oldest and most experienced HVAC service and sales organization in this area. In choosing Southwest Town, you can be assured of outstanding work.

Thank you very much for the opportunity to bid on this contract and we will look forward to receiving your acceptance.

Best Regards,

*Chris Davis
Service Sales
Southwest Town*

AGENDA BRIEFING

DATE: July 26, 2016

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution Approving an Intergovernmental Agreement by and between Cook County, the Cook County Sheriff and the Village of Park Forest

BACKGROUND/DISCUSSION:

The Village, in partnership with the South Suburban Land Bank and Development Authority (SSLBDA), has received \$1,155,000 in funding from Rounds One and Two of the Illinois Housing and Development Authority's (IHDA) Blight Reduction Program (BRP). These grants will allow for the acquisition and demolition/deconstruction of a minimum of 33 vacant/blighted homes, "greening" of the lots, and maintenance until a final use is identified. Four homes have already been deconstructed with this grant, and the work on all four was completed by the Cook County Sheriff's Office RENEW (Restoring Neighborhoods Workforce) program.

RENEW allows selected non-violent criminal offenders to serve their sentences in the 14 month program in lieu of serving a longer sentence in a State facility. The program combines classroom instruction with hands-on deconstruction work. The offender serves the first six months of his sentence in residential detention. During that time, he spends two days a week in classroom instruction and two days a week doing on-site work. The coursework is based on the Building Materials Reuse Association (BMRA) course that includes an introduction to deconstruction, evaluating a job site, job site safety, hazardous materials, tools, site and work plans, non-structural salvage, full deconstruction, materials management, and job close-out.

The second part of the program requires eight months of on-site work, three days a week (unpaid) after the offender has been released from residential detention. This portion of the sentence can be reduced when the offender finds full-time work. At the end of the course, participants receive a certificate documenting the number of classroom hours, field hours and proficiencies to assist them in finding full-time work. When on-site and travelling to and from the work site, the crew is supervised by two security specialists and one drill instructor. Civilian supervisors direct the work and instruct the crew, with an emphasis on safety and best practices. To date, RENEW has safely deconstructed more than 28 homes and a 23 unit condominium building without incident.

The Village approved a similar Assignment Agreement in August 2015, which allowed RENEW to deconstruct the houses already completed. However, the BRP grant has sufficient funds to reimburse RENEW \$3000 for each home to pay for training and equipment expenses. In order to ensure that these funds go directly to RENEW, the County has asked for this Intergovernmental Agreement to be considered by the Village, in lieu of the previously approved Assignment Agreement.

The attached Agreement was prepared by the Assistant General Counsel in the Office of the Cook County Sheriff, and reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting for discussion August 8, 2016.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN COOK COUNTY, THE COOK COUNTY SHERIFF, AND THE VILLAGE OF PARK FOREST

WHEREAS, pursuant to 730 ILCS 5/5-5-9, the Cook County Sheriff operates an alternative sentence program called the Sheriff’s Work Alternative Program (“SWAP”), in which participants are court ordered to participate in community service projects, including cleaning parks, viaducts, streets and other community clean-up activities; and

WHEREAS, pursuant to its authority in 730 ILCS 5/5-8-1.2, the Cook County Sheriff operates an alternative sentence program called the RENEW Program – Restoring Neighborhoods Workforce (“RENEW”), in which participants deconstruct, clear and secure vacant properties in Cook County, which are often hotbeds of criminal activity, as part of an impact incarceration program; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Park Forest desire to approve and enter into an Intergovernmental Agreement By and Between Cook County, the Cook County Sheriff and the Village of Park Forest.

WHEREAS, the Mayor and the Board of Trustees of the Village of Park Forest have determined that entering into the Intergovernmental Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, AS FOLLOWS:

Section 1: Each whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: The Mayor and Board of Trustees of the Village of Park Forest approve of the Intergovernmental Agreement By and Between Cook County, the Cook County Sheriff and the Village of Park Forest. A copy of the Agreement is attached hereto as **“Exhibit “A”** and made a part hereof. The Mayor and Board of Trustees of the Village of Park Forest authorize and direct the Village Mayor and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments and documents and pay all expenses that are necessary to fulfill the Village’s obligations under the Agreement.

APPROVED this _____ day of _____, 2016 by the Mayor of the Village of Park Forest, and attested by the Village Clerk, on the same day.

APPROVED:

ATTEST:

Mayor

Clerk

CERTIFICATION

State of Illinois)
) ss.
County of COOK AND WILL)

I, Sheila McGann, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of PARK FOREST, COOK AND WILL County, Illinois, and as such official I am the keeper of the records and files of the Village of PARK FOREST.

I further certify that the foregoing or attached is a complete, true and correct copy of Resolution No. _____, entitled, **“A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN COOK COUNTY, THE COOK COUNTY SHERIFF, & THE VILLAGE OF PARK FOREST”** which was adopted by the Mayor and Board of Trustees on _____, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of COOK AND WILL and State of Illinois, on _____, 2016.

Sheila McGann, Village Clerk

(CORPORATE SEAL)

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN COOK COUNTY, THE
COOK COUNTY SHERIFF, & THE VILLAGE OF PARK FOREST**

Exhibit A

SWAP REQUEST FORM

Exhibit B

RENEW DEMOLITION REQUEST FORM

Local Entity Information:

Name of Requesting Local Entity: _____

Authorized Person Making Request: _____

Title of Person Making Request: _____

Local Ordinance Authorizing Demolition: _____

Local Entity Contact Information:

Contact Person: _____

Address: _____

Phone Number: _____ Facsimile Number: _____

Email Address: _____

Property to be Demolished Information:

Address of Property: _____

Property Identification Number (PIN): _____

Current Owner of Property: _____

Reason(s) For Seeking Demolition: _____

Verification:

I, the undersigned, hereby verify that I am authorized by the above name local entity to execute this Demolition Request Form and that the above information is true and correct.

Dated: _____

Name and Title:

Exhibit C

VILLAGE OF PARK FOREST BOARD MEETING MINUTES

Exhibit D

**COOK COUNTY SHERIFF'S OFFICE
DEMOLITION AFFIDAVIT OF COMPLIANCE**

I, _____, being first duly sworn under oath, hereby deposes and states as follows:

1. I have personal knowledge of the facts contained herein and if called as a witness I could competently testify thereto.
2. I am authorized by the Village/Town of _____ and all local ordinances to seek the demolition of the property listed on the Cook County Sheriff's Office Demolition Request Form, attached hereto as Exhibit B.
3. I am familiar with the requirements of all local ordinances that pertain to the demolition of buildings or structures.
4. Village/Town of _____ has complied with all local ordinances which authorize demolition of the buildings and/or structures on the property listed on Exhibit B.
5. I have attached copies of all paperwork and notices that are required by the local ordinance to proceed with the demolition of the buildings and/or structures located on the property listed on Exhibit A. The copies of the necessary paperwork and notices are attached as Group Exhibit D.

FURTHER AFFIANT SAYETH NOT.

Dated: _____ Signature: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

**INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN COOK COUNTY, THE COOK COUNTY SHERIFF,
& THE VILLAGE OF PARK FOREST**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Cook (“County”), the Village of Park Forest (hereinafter “Village”), and the Cook County Sheriff (hereinafter “Sheriff”), (“collectively, the “Parties”) pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

RECITALS:

WHEREAS, the *Constitution of the State of Illinois*, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, 5 ILCS 200/1, entitled the *Intergovernmental Cooperation Act*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, pursuant to 55 ILCS 5/3-6021 the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, pursuant to 730 ILCS 5/5-5-9, Sheriff operates an alternative sentence program called the Sheriff’s Work Alternative Program (“SWAP”), in which participants are court ordered to participate in community service projects, including cleaning parks, viaducts, streets and other community clean-up activities; and

WHEREAS, pursuant to its authority in 730 ILCS 5/5-8-1.2, Sheriff operates an alternative sentence program called the RENEW Program – Restoring Neighborhoods Workforce (“RENEW”), in which participants deconstruct, clear and secure vacant properties in Cook County, which are often hotbeds of criminal activity, as part of an impact incarceration program; and

WHEREAS, Village is a unit of local government situated within the corporate boundaries of Cook County, Illinois; and

WHEREAS, Village has real estate parcels within its corporate boundaries that contain dangerous and abandoned residential structures; and

WHEREAS, pursuant to Illinois Municipal Code sections 11-20-7, 11-20-13, 11-31-1.01, 11-20-15, 11-20-15.1, and Village Code Sections 2-511, 18-517, 18-517, 18-521, 110-26, 110-29, 110-30, 110-31, and Village Code Section 18-31 adopting the International Building Code (2012) Sections 103.5, 104.3, 106.5, 107, 108, 109, 110, 302.4 (“Authorizing Statutes”), Village is authorized to enter upon private property for the removal of nuisance greenery, garbage, debris

and graffiti, for the securing or enclosing of abandoned residential property, and for the demolition of abandoned residential property; and

WHEREAS, Village does not have the financial or physical capabilities to accomplish the nuisance greenery removal, enclosure or demolition of certain dangerous and abandoned residential structures and is seeking the assistance of the Sheriff to assist in such projects; and

WHEREAS, Village wishes to delegate and assign its authority, pursuant to the Authorizing Statutes, and authorize the Sheriff to enter upon private property for the removal of nuisance greenery, garbage, debris and graffiti, and for the securing, enclosing or demolition of abandoned residential property; and

WHEREAS, Village wishes to assign its authority, pursuant to the Authorizing Statutes, and authorize the Sheriff to collect from the owner of the parcel the reasonable removal costs, and to file a lien for the removal, enclosure and demolition costs in the case of abandoned residential property; and

WHEREAS, Village agrees to reimburse the Sheriff for costs to clear nuisance greenery and/or secure properties if the Village receives grant funding from the Illinois Housing Development Authority (“IHDA”) that permits such reimbursement; and

WHEREAS, Village has identified multiple real estate parcels containing dangerous and abandoned residential structures, which may be a shelter for chronic criminal activity in the community; and

WHEREAS, Sheriff agrees to assign SWAP and RENEW crews to clear nuisance greenery and/or secure properties identified by Village in exchange for collection and lien rights for the removal and securing costs; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this IGA be reference as if set forth fully herein.

SECTION 2. ASSIGNMENT SCOPE

Village and Sheriff agree as follows:

A. Removal of Nuisance Greenery, Garbage, Debris and Graffiti:

- a. Village authorizes the Sheriff to enter upon and to assign SWAP crews to enter upon Village -owned property for the removal of nuisance greenery,

garbage, debris and graffiti. Village does not abdicate its authority under the Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the Authorizing Statutes.

- b. Village agrees to periodically provide the Sheriff with a SWAP Request Form (Exhibit A), listing the properties that fall within the scope of this IGA. Nothing herein shall obligate Sheriff to complete nuisance greenery, garbage, debris and graffiti removal for any property on the SWAP Request Form submitted by Village. Sheriff may refrain from conducting nuisance greenery, garbage, debris and graffiti removal for any property on the SWAP Request Form submitted by Village, the determination of which shall be at Sheriff's sole discretion.

B. Enclosure or Demolition of Abandoned Residential Property:

- a. Village delegates its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to enter upon and to assign RENEW crews to enter upon private property to secure, enclose or demolish abandoned residential property. Village does not abdicate its authority under the Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the Authorizing Statutes.
- b. Village agrees to periodically provide the Sheriff with a RENEW Demolition/Enclosure Request Form (Exhibit B) listing the properties that are in violation of the Village Code and fall within the scope of this Agreement. Nothing herein shall obligate Sheriff to complete the enclosure or demolition of any property on the RENEW Demolition/Enclosure Request Form submitted by Village. Sheriff may refrain from enclosing or demolishing any property on the RENEW Demolition/Enclosure Request Form submitted by Village, the determination of which shall be at Sheriff's sole discretion.

C. Village assigns its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to collect from the owner of the parcel the reasonable removal cost for work completed by RENEW and/or SWAP.

D. Village assigns its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to file liens for the removal of nuisance greenery, garbage, debris and graffiti, and for the enclosure and demolition of abandoned residential property, for work completed by RENEW and/or SWAP.

E. Village represents and warrants that it will comply with all posting and notice requirements the Authorizing Statutes and any applicable statutes or ordinances prior to the Sheriff's entry onto any property listed on the SWAP Request Form or RENEW Demolition/Enclosure Request Form. Village agrees to provide Sheriff with a copy of each property's respective violation notice, determination order

and any other documents required by Authorizing Statutes or any applicable statutes or ordinances prior to Sheriff's entry on the property. Village agrees to complete an Affidavit of Compliance (Exhibit D) regarding compliance with all laws and ordinances.

SECTION 3. GRANT REIMBURSEMENT

In the event the Village receives grant funding from IHDA which permits reimbursement to the Sheriff for demolition projects performed by the Sheriff's RENEW Program, the Sheriff shall be entitled to invoice the Village in the amount of \$3,000 per demolition as reimbursement for project expenses, equipment, and training. Said payment to Sheriff shall not be required for demolition projects for which the Village does not receive grant funding or reimbursement.

SECTION 4. FINANCIAL

Village and Sheriff agree that all monies collected by Sheriff pursuant to lien in accordance with this IGA shall be for work completed by SWAP and/or RENEW and shall be deposited in Sheriff's General Fund. Sheriff shall be responsible for pursuing collection and perfecting lien rights provided pursuant to this IGA. Sheriff agrees that removal costs identified in any lien shall be equal to the costs incurred by Sheriff to complete removal and/or securing or enclosure of the property, including staff salaries and equipment costs.

SECTION 5. TERM AND TERMINATION

This IGA shall commence upon full execution of this IGA, and continue in full force and effect until terminated by any party.

Any party may terminate this IGA at any time by providing the other party with thirty (30) days prior written notice of such termination. In addition, the parties may terminate this IGA by mutual consent and agreement.

SECTION 6. LIABILITY AND INDEMNIFICATION

Village covenants and agrees to indemnify and hold harmless County and Sheriff and their commissioners, officials, employees, agents, representatives, heirs, successors and assigns, from and against any and all claims, losses, damages, causes of action, costs, expenses, attorney's fees and expenses, losses, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the IGA by Village, or any claims arising out of the acts or omissions of the officers, agents, or employees of Village.

Sheriff assumes responsibility for the actions and conduct of its employees, officers, and agents.

SECTION 7. AUTHORITY

Village represents and warrants that it has the authority to enter into this IGA as evidenced by the attached approval by the Village Board (Exhibit C).

SECTION 8. GENERAL PROVISIONS

8.1 AMENDMENT TO THE IGA

Any terms or conditions of this IGA and attached exhibits may be deleted or altered only by written amendment to this IGA, duly executed by County, Sheriff, and Village.

8.2 GOOD FAITH

All parties have a duty to perform their obligations under this IGA in good faith.

8.3 SEVERABILITY

The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this IGA is unenforceable as a matter of law, such part or provision of the IGA shall be deemed severable and the remainder of the IGA shall survive.

8.4 INTERPRETATION

Any headings of the IGA are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the IGA.

8.5 ASSIGNMENT/BINDING EFFECT

Notwithstanding the Assignment provided for in Section 2 of this IGA, neither party hereto may assign their respective rights nor duties hereunder except upon prior written consent of the other parties. The IGA shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

8.6 WAIVER OF BREACH

If any party waives a breach of any provision of this IGA by another party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

8.7 MERGER CLAUSE; AMENDMENT

This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior IGAs, express or implied, oral or written. No amendment or modification of the IGA shall be effective unless reduced to writing and executed by the parties.

8.8 COUNTERPARTS

This IGA may be executed in several counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.

8.9 COMPLIANCE WITH ALL LAWS

Sheriff and Village shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governments agencies, which may in any manner affect the performance of this IGA.

8.10 GOVERNING LAW

This IGA shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

8.11 DISCLAIMER OF RELATIONSHIP

Nothing contained in the IGA, nor any act of County, Sheriff or Village, respectively, shall be deemed or construed by any of the parties hereto or by third person, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving County, Sheriff or Village, respectively.

8.12 NOTICE

Any and all communication regarding the terms of this IGA shall be in writing and sent by registered or certified mail and addressed, if to Village:

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Attention: Village Manager

If to the Sheriff:

Cook County Sheriff
Attn: General Counsel
Richard J. Daley Center, Room 704
Chicago, IL 60602.

Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Cook, the Cook County Sheriff, and the Village of Park Forest have caused this IGA to be executed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

Honorable David Orr
Cook County Clerk

Dated: _____

ACKNOWLEDGED:

Thomas Dart
Cook County Sheriff

Approved as to form:

Assistant State's Attorney

VILLAGE EXECUTION: The undersigned, on behalf of the Village of Park Forest, hereby accept the foregoing Intergovernmental Agreement:

Mayor
Village of Park Forest

Exhibit A

SWAP REQUEST FORM

Exhibit B

RENEW DEMOLITION REQUEST FORM

Local Entity Information:

Name of Requesting Local Entity: _____

Authorized Person Making Request: _____

Title of Person Making Request: _____

Local Ordinance Authorizing Demolition: _____

Local Entity Contact Information:

Contact Person: _____

Address: _____

Phone Number: _____ Facsimile Number: _____

Email Address: _____

Property to be Demolished Information:

Address of Property: _____

Property Identification Number (PIN): _____

Current Owner of Property: _____

Reason(s) For Seeking Demolition: _____

Verification:

I, the undersigned, hereby verify that I am authorized by the above name local entity to execute this Demolition Request Form and that the above information is true and correct.

Dated: _____

Name and Title:

Exhibit C

VILLAGE OF PARK FOREST BOARD MEETING MINUTES

Exhibit D

COOK COUNTY SHERIFF'S OFFICE

DEMOLITION AFFIDAVIT OF COMPLIANCE

I, _____, being first duly sworn under oath, hereby deposes and states as follows:

1. I have personal knowledge of the facts contained herein and if called as a witness I could competently testify thereto.
2. I am authorized by the Village/Town/City of _____ and all local ordinances to seek the demolition of the property listed on the Cook County Sheriff's Office Demolition Request Form, attached hereto as Exhibit B.
3. I am familiar with the requirements of all local ordinances that pertain to the demolition of buildings or structures.
4. Village/Town/City of _____ has complied with all local ordinances which authorize demolition of the buildings and/or structures on the property listed on Exhibit B.
5. I have attached copies of all paperwork and notices that are required by the local ordinance to proceed with the demolition of the buildings and/or structures located on the property listed on Exhibit A. The copies of the necessary paperwork and notices are attached as Group Exhibit D.

FURTHER AFFIANT SAYETH NOT.

Dated: _____ Signature: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

AGENDA BRIEFING

DATE: July 29, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Nicholas Christie – Assistant Village Engineer - DPW

RE: Contract for 2016 Sanitary Sewer Replacements

BACKGROUND/DISCUSSION:

The Department of Public Works continually cleans and inspects the Village's sewer system. During these inspections, DPW will note sewers that need further maintenance through point repairs or cured in place lining. However, occasionally we will notice sewers that are so beyond repair that they need to be completely replaced. This contract will address two such locations that need complete replacement.

In December of 2016, DPW noticed a collapse in the sanitary sewer at 316 Niagara and performed an emergency point repair. This repair was temporary until we could bid the replacement of the entire line. This contract will replace the sewer from approximately 316-324 Niagara Street that is in extremely poor condition and cannot be lined.

The sanitary sewer in Court D2, in the Cedarwood Cooperative, was also noticed to be in poor condition during our inspections. However, the replacement of this sewer has several utility conflicts and engineering challenges that dictated a unique bidding approach. We requested a bid to replace the pipe through a standard open cut method, understanding the challenges that would present. Additionally we requested an alternate bid to replace the pipe through a method known as pipe bursting. This method is a trenchless installation that "bursts" the old pipe and installs the new pipe within it. The only access pits should be at the beginning and end of the pipe and at the service connections.

On Tuesday, July 26, 2016 at 2:00 p.m., the Department of Public Works opened 2 bids for the 2016 Sanitary Sewer Replacements. Invitations to bid were published in the *Daily Southtown* Newspaper and on our website. A total of 11 qualified bidders requested access to view the Bid documents. M&J Underground, located in Monee, IL, was the lowest bidder in the amount of \$164,226.20 for the base bid and \$136,639.30 for the alternate bid. See attached Bid Tab. The alternate bid includes the pipe bursting option and we are recommending this for replacement as it is less intrusive to the Cooperative.

M&J Underground has performed numerous sewer and water replacements for the Village in the past and has provided sufficient documentation and paperwork required by the bid proposal documents to qualify for awarding of this contract. Funds for this work have been budgeted in the Sewer Fund-Capital Outlays.

RECOMMENDATION: Award the 2016 Sanitary Sewer Replacements contract to M/J Underground located in Monee, IL, and authorize the Village Manager to enter into said contract in the amount of \$136,639.30 with a 25% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$170,799.13.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of August 8, 2016 for your discussion and consideration.

				ENGINEERS ESTIMATE		Trine Construction		M & J Underground			
	NIAGARA AT MARQUETTE (1)	UNIT	TOTAL QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED		
1	Remove, furnish, and install 8" SDR 26 Sanitary Sewer	L.F.	267	\$60.00	\$16,020.00	\$113.10	\$30,197.70	\$88.35	\$23,589.45		
2	Furnish and Install Existing Service Line Connections	Ea.	6	\$500.00	\$3,000.00	\$1,969.00	\$11,814.00	\$870.75	\$5,224.50		
3	Remove, furnish, and install 6" SDR 26 Sanitary Service Sewer	L.F.	20	\$55.00	\$1,100.00	\$81.65	\$1,633.00	\$156.94	\$3,138.80		
4	Furnish and Install Connection to Existing Manhole	Ea.	1	\$1,000.00	\$1,000.00	\$3,602.50	\$3,602.50	\$880.10	\$880.10		
5	Furnish and Install Connection to Existing 8" Sewer	Ea.	1	\$500.00	\$500.00	\$3,492.50	\$3,492.50	\$816.15	\$816.15		
6	Furnish and Install granular trench backfill (CA-7)	L.F.	255	\$20.00	\$5,100.00	\$59.50	\$15,172.50	\$58.91	\$15,022.05		
7	Furnish and Install 9" aggregate base course (CA-6)	Tons	120	\$20.00	\$2,400.00	\$27.50	\$3,300.00	\$28.76	\$3,451.20		
8	Furnish and Install 4" HMA Binder Course	Tons	50	\$65.00	\$3,250.00	\$131.25	\$6,562.50	\$197.20	\$9,860.00		
9	Furnish and Install 1.5" HMA Surface Course	Tons	20	\$75.00	\$1,500.00	\$141.75	\$2,835.00	\$234.66	\$4,693.20		
10	Removal, Furnish, and Install 5" P.C.C. Monolithic Sidewalk	SF	1375	\$5.50	\$7,562.50	\$8.65	\$11,893.75	\$0.61	\$838.75		
11	Removal, Furnish, and Install 6.25" P.C.C. Monolithic Sidewalk	SF	275	\$6.00	\$1,650.00	\$9.05	\$2,488.75	\$0.61	\$167.75		
12	Soils Testing	L.S.	1	\$3,000.00	\$3,000.00	\$1,899.20	\$1,899.20	\$0.01	\$0.01		
13	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$5,062.50	\$5,062.50	\$3,592.50	\$3,592.50		
SUB TOTAL (1)					\$48,582.50	SUB TOTAL (1)		\$99,953.90	SUB TOTAL (1)		\$71,274.46

				ENGINEERS ESTIMATE		Trine Construction		M & J Underground	
	Court D-2 (2a)	UNIT	TOTAL QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	Remove, furnish, and install 8" SDR 26 Sanitary Sewer	L.F.	288	\$80.00	\$23,040.00	\$76.05	\$21,902.40	\$50.58	\$14,567.04
2	Furnish and Install Existing Service Line Connections	Ea.	5	\$500.00	\$2,500.00	\$1,859.00	\$9,295.00	\$870.75	\$4,353.75
3	Remove, furnish, and install 6" SDR 26 Sanitary Service Sewer	L.F.	10	\$55.00	\$550.00	\$101.30	\$1,013.00	\$307.47	\$3,074.70
4	Furnish and Install Connection to Existing Manhole	Ea.	2	\$1,000.00	\$2,000.00	\$3,657.50	\$7,315.00	\$1,656.45	\$3,312.90
5	Furnish and install Sanitary Manhole Reconstruction incl. frame and cover	Ea.	2	\$3,500.00	\$7,000.00	\$2,656.50	\$5,313.00	\$1,635.25	\$3,270.50
6	Furnish and Install granular trench backfill (CA-7)	L.F.	288	\$20.00	\$5,760.00	\$37.80	\$10,886.40	\$66.68	\$19,203.84
7	Furnish and Install 4" aggregate base course (CA-6)	Tons	20	\$20.00	\$400.00	\$33.00	\$660.00	\$51.26	\$1,025.20
8	Removal and Replacement of Curb and Gutter	L.F.	40	\$25.00	\$1,000.00	\$46.00	\$1,840.00	\$52.47	\$2,098.80
9	Removal, Furnish, and Install 5" P.C.C. Sidewalk	SF	750	\$5.50	\$4,125.00	\$8.65	\$6,487.50	\$6.64	\$4,980.00
10	Furnish and Install Exploratory Dig for utility location	Ea.	8	\$1,200.00	\$9,600.00	\$0.01	\$0.08	\$776.25	\$6,210.00
11	Furnish and Install 4" Topsoil	SY	2,500	\$4.25	\$10,625.00	\$6.60	\$16,500.00	\$3.06	\$7,650.00
12	Furnish and Install Sod Restoration	SY	2,500	\$6.00	\$15,000.00	\$7.25	\$18,125.00	\$7.14	\$17,850.00
13	Tree Removal 8"	Ea.	1	\$2,000.00	\$2,000.00	\$1,420.00	\$1,420.00	\$1,762.50	\$1,762.50
14	Soils Testing	L.S.	1	\$3,000.00	\$3,000.00	\$1,899.72	\$1,899.72	\$0.01	\$0.01
15	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$7,834.50	\$7,834.50	\$3,592.50	\$3,592.50
				SUB TOTAL (2A)	\$89,100.00	SUB TOTAL (2A)	\$110,491.60	SUB TOTAL (2A)	\$92,951.74

				ENGINEERS ESTIMATE		Trine Construction		M & J Underground		
	Court D-2 (Alternate-Pipe Burst) (2b)	UNIT	TOTAL QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	
1	Pipe Cleaning and CCDD Inspection	L.F.	288	\$10.00	\$2,880.00	\$12.10	\$3,484.80	\$6.02	\$1,733.76	
2	Pipe Burst 6" Pipe with 8" Restrained Joint PVC Sewer Pipe	L.F.	288	\$225.00	\$64,800.00	\$139.80	\$40,262.40	\$77.24	\$22,245.12	
3	Furnish and Install Existing Service Line Connections	Ea.	5	\$10,000.00	\$50,000.00	\$3,459.50	\$17,297.50	\$1,830.75	\$9,153.75	
4	Remove, furnish, and install 6" SDR 26 Sanitary Service Sewer	L.F.	10	\$55.00	\$550.00	\$101.30	\$1,013.00	\$306.94	\$3,069.40	
5	Furnish and install Sanitary Manhole Reconstruction incl. frame and cover	Ea.	2	\$3,500.00	\$7,000.00	\$5,285.50	\$10,571.00	\$4,330.35	\$8,660.70	
6	Furnish and Install granular trench backfill (CA-7)	L.F.	50	\$20.00	\$1,000.00	\$37.80	\$1,890.00	\$82.65	\$4,132.50	
7	Furnish and Install 4" aggregate base course (CA-6)	Tons	5	\$20.00	\$100.00	\$22.00	\$110.00	\$28.76	\$143.80	
8	Removal and Replacement of Curb and Gutter	L.F.	40	\$25.00	\$1,000.00	\$46.00	\$1,840.00	\$51.42	\$2,056.80	
9	Removal, Furnish, and Install 5" P.C.C. Sidewalk	SF	300	\$5.50	\$1,650.00	\$9.80	\$2,940.00	\$8.81	\$2,643.00	
10	Furnish and Install 4" Topsoil	SY	800	\$4.25	\$3,400.00	\$7.70	\$6,160.00	\$3.06	\$2,448.00	
11	Furnish and Install Sod Restoration	SY	800	\$6.00	\$4,800.00	\$8.30	\$6,640.00	\$7.14	\$5,712.00	
12	Soils Testing	L.S.	1	\$3,000.00	\$3,000.00	\$1,899.70	\$1,899.70	\$0.01	\$0.01	
13	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$7,834.50	\$7,834.50	\$3,366.00	\$3,366.00	
				SUB TOTAL (2B)	\$142,680.00	SUB TOTAL (2B)	\$101,942.90	SUB TOTAL (2B)	\$65,364.84	
				TOTAL BASE BID (Total of 1 and 2a)	\$137,682.50	TOTAL BASE BID (Total of 1 and 2a)	\$210,445.50	TOTAL BASE BID (Total of 1 and 2a)**	\$164,226.20	
				TOTAL ALTERNATE BID (Total of 1 and 2b)	\$191,262.50	TOTAL ALTERNATE BID (Total of 1 and 2b) *	\$201,896.80	TOTAL ALTERNATE BID (Total of 1 and 2b)***	\$136,639.30	
									APPARENT LOW BIDDER	

* Price listed in bid \$201,896.60

** Price listed in bid \$163,476.30

*** Price listed in bid \$136,640.00

NOTE THAT INDIVIDUAL UNIT PRICES GOVERN THIS CONTRACT. FINAL TOTALS LISTED IN BIDS ARE NOTED FOR INFORMATIONAL PURPOSES ONLY