

**AGENDA**  
**SPECIAL RULES MEETING OF THE BOARD OF TRUSTEES**  
**HELD REMOTELY**  
**PUBLIC NOTICE POSTED AT THE VILLAGE HALL**  
**350 VICTORY DRIVE**  
**PARK FOREST, ILLINOIS**

**Conference Call**

**6:00 p.m.**

**May 18, 2020**

**Roll Call**

1. An Ordinance Approving a Special Use Permit in the M, Manufacturing Zoning District to Permit an Adult-Use Cannabis Craft Grower at 80-90 North Street
2. An Ordinance Amending Ordinance No. 2116 Adopting the Annual Budget for the Year Commencing July 1, 2019 and ending June 30, 2020
3. A Resolution Approving Renewal and Continuation of a Local Disaster and State of Emergency Within the Village of Park Forest in Response to the COVID-19 Pandemic
4. Contract 2020-21 MFT Street Sweeping Maintenance Contract
5. Contract for Residential Water Shut Off Valve Replacement
6. Approval of a Phase 2 Engineering Services Agreement (ESA) for the addition of a sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit
7. Approval of a Local Public Agency Agreement for Federal Participation for Phase 2 Engineering of the addition of sidewalk along Rte. 30 from Orchard to Eastern Corporate Limit
8. Contracts for Water Treatment Chemicals: Carbon Dioxide, Soda Ash, High Calcium Quicklime (Calcium Oxide), and Blended Polyphosphate

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors\*

Adjournment

**NOTE – DUE TO COVID-19,**

**THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL**

**\*Public comment can be sent prior to the phone conference Board Meeting via email to [tmick@vopf.com](mailto:tmick@vopf.com) by 3 pm the day of the meeting and public comments will be read during the public meeting**

**\*\*A record of all action (if any) taken during the Board Meeting will be made available upon request. Copies of Agenda Items are Available on the Village website at [www.villageofparkforest.com](http://www.villageofparkforest.com)**

## **AGENDA BRIEFING**

**DATE:** May 13, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

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

**RE:** Consideration of an Ordinance Approving a Special Use Permit in the M, Manufacturing zoning district to permit an Adult-Use Cannabis Craft Grower at 80-90 North Street

### **BACKGROUND/DISCUSSION:**

A request has been submitted by ForeBio Properties LLC (property owner) and ChiCo Group LLC (applicant) for a Special Use Permit to permit an Adult-Use Cannabis Craft Grower at 80-90 North Street. The subject property is zoned M, Manufacturing.

As required by the Unified Development Ordinance (UDO), notice of this public hearing was published in the *Daily Southtown* on April 26, 2020. In addition, notice of the public hearing was sent to all property owners within 250 feet of the subject property via United States Postal Service, and a sign noting the date, time, and purpose of the public hearing was posted on the Orchard Drive and North Street frontages of the property. No comments were received from surrounding property owners prior to the public hearing.

A Special Use may be approved by the Board only after the Commission and the Village Board have evaluated the application and made specific written findings based on the Standards for Special Use Permits established by Article VIII-3.C.4. After taking public comment and discussing this request, the PZC voted 6-0 to recommend approval of the requested Special Use Permit to allow an Adult-Use Cannabis Craft Grower at 80-90 North Street, with the conditions noted below.

- The building must be in compliance with all building code, fire code, code enforcement, UDO, and health codes related to the specific occupancy, and it will be maintained in compliance with these codes as long as the business is in operation.
- The building and business operation will be in compliance with all requirements of the Cannabis Regulation and Tax Act and Chapter 22 (Business), Division 4 (Cannabis Business Establishments) of the Village Municipal Code at all times.
- The fence between the property and the Old Plank Road Trail (north side of the property) must be repaired or replaced.
- The vegetation on the property between the building and the fence line must be removed to allow proper video surveillance of the area.
- All parking, access, and other paved areas must be sawcut/patched (as appropriate), seal coated, and restriped.

- All parking spaces must be provided in conformance with the Village’s design standards for parking lots, including but not limited to Article V-2.A.4. (Maximum Number of Parking Spaces) and Table V-6-A (Off-Street Parking Dimensions).
- The west driveway may be required to be modified to right turns in/out only if traffic access becomes problematic in the future.
- All transport vehicles (those that transport cannabis to and from the premises) and other commercial trucks will be required to use Western Avenue to access North Street.
- Conformance with Article IV-11 (M Manufacturing District Requirements) is required for any new pavement, structures, or other development on the property.
- Conformance with Article VI-5 (Parking Lot Landscape) is required, if applicable per Article VI-1.B. (General Provisions/Applicability).
- The business is required to implement the odor control plan described in the application for a Special Use Permit and the application for a State License. If there are future concerns about odor outside the facility walls and/or the property boundaries, the business shall be required to mitigate the concerns immediately.
- Exterior signage must comply with the Village’s sign design standards as established by Article VII of the UDO.
- Exterior lighting must conform to the Village’s standards for outdoor lighting established by Article VI-8 of the UDO.
- The use standards for fence or walls must be consistent with Article III-4.C.6 of the UDO. Barbed wire (not razor wire) will be permitted on the fence or wall.
- The tenant space created for this business must be fully self-contained and not provide for any co-location with a non-cannabis business.
- Transport vehicles must be parked in the interior dock area when on-site.

The PZC’s full recommendation, including their findings regarding the required Standards for Special Use Permits, is noted in the attached memo. The full Staff report is also attached.

The attached Ordinance has been reviewed and approved by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Regular Agenda of May 18, 2020, for First Reading and on the Special Rules Agenda of May 18, 2020, for discussion.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
FOR AN ADULT-USE CANNABIS CRAFT GROWER AT 80-90 NORTH STREET  
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

**WHEREAS**, the Village of Park Forest Unified Development Ordinance (“UDO”) requires the individual approval of certain uses (known as “Special Uses”) in specific zoning districts after consideration by the Planning and Zoning Commission and approval by the Board of Trustees; and

**WHEREAS**, ChiCo Group LLC (“Applicant”), and ForeBio Properties LLC (“Property Owner”), have submitted an application for a Special Use Permit in the M, Manufacturing Zoning District pursuant to Table III-2-A (Use Table) of the UDO to allow for an Adult-Use Cannabis Craft Grower at 80-90 North Street, Park Forest, Illinois, PIN 31-25-200-009-0000 and PIN 31-25-200-011-0000 (“Subject Property”); and

**WHEREAS**, on April 26, 2020, a notice of public hearing for the Application was published in *The Daily Southtown*, a newspaper of general circulation within the Village; and

**WHEREAS**, notice of the public hearing was sent to all property owners within 250 feet of the subject property via regular mail; and

**WHEREAS**, signs noting the date, time, and purpose of the public hearing were posted on the property; and

**WHEREAS**, the Planning and Zoning Commission conducted the public hearing to consider the Application on May 12, 2020; and

**WHEREAS**, upon the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of the requested Special Use Permit, subject to the conditions set forth below; and

**WHEREAS**, the Mayor and Board of Trustees have determined that allowing the Special Use Permit for an Adult-Use Cannabis Craft Grower serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

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

**Section 3. Additional Finding.** In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from district regulations are necessary to accommodate the Special Use.

**Section 4. Special Use Permit Granted.** A Special Use Permit is hereby granted to the Applicant pursuant to the Planning and Zoning Commission's recommendation and Article VIII-3.C. of the Unified Development Ordinance for the operation of an Adult-Use Cannabis Craft Grower at the Subject Property as permitted pursuant to Table III-2.A. (Use Table) of the UDO.

**Section 5. Conditions of Special Use Permit.** The Special Use Permit granted herein is subject to the following conditions in the interest of the public health, safety, and welfare as prescribed by Article VIII-3.C. of the UDO:

1. **Compliance with Village Codes.** The building must be constructed in compliance with all building code, fire code, code enforcement, UDO, and health codes related to the specific occupancy, and it will be maintained in compliance with these codes as long as the business is in operation.
2. **Compliance with Applicable Laws.** The building and business operation will be in compliance with all requirements of the Cannabis Regulation and Tax Act ("the Act") and Chapter 22 (Business), Division 4 (Cannabis Business Establishments) of the Village Municipal Code at all times.
3. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
4. **Village Business Registration.** The Applicant shall ensure that a Village Cannabis Business Registration certificate is obtained prior to issuance of a Certificate of Occupancy, and maintained in good standing as long as the business is in operation.
5. **Compliance with M, Manufacturing Zoning District.** The Applicant shall comply with all other applicable requirements of the M, Manufacturing Zoning District.
6. **Security Measures.** The fence between the property and the Old Plank Road Trail (north side of the property) will need to be repaired or replaced. Further, the

vegetation on the property between the building and the fence line will need to be removed to allow proper video surveillance of the area.

7. Pavement Improvements. All parking, access, and other paved areas must be saw-cut/patched (as appropriate), seal coated, and restriped.

8. Parking Standards. All parking spaces must be provided in conformance with the Village's design standards for parking lots, including but not limited to Article V-2.A.4. (Maximum Number of Parking Spaces) and Table V-6-A (Off-Street Parking Dimensions).

9. Access. The west driveway onto North Street may be required to be modified to right turns in/out only if traffic access becomes problematic in the future.

10. Transport and Commercial Vehicles. All transport vehicles (those that transport cannabis to or from the premises) and other commercial trucks will be required to use Western Avenue to access North Street.

11. Conformance with M, Manufacturing Standards. Conformance with Article IV-11 (M, Manufacturing District Requirements) is required for any new pavement, structures, or other development on the property.

12. Parking Lot Landscaping. Conformance with Article VI-5 (Parking Lot Landscape) is required, if applicable per Article VI-1.B. (General Provisions/Applicability).

13. Odor Control Plan. The business is required to implement the odor control plan described in the application for a Special Use Permit and the application for a State License. If there are future concerns about odor outside the facility walls and/or the property boundaries, the business shall be required to mitigate the concerns immediately.

14. Signage. Exterior signage must comply with the Village's sign design standards as established by Article VII of the UDO.

15. Lighting. Exterior lighting must conform to the Village's standards for outdoor lighting established by Article VI-8 of the UDO.

16. Fences or Walls. The use standards for fences or walls must be consistent with Article III-4.C.6. of the UDO. Barbed wire (not razor wire) will be permitted on the fence or wall.

17. No Co-Location with a Non-Cannabis Business. The tenant space created for this business must be fully self-contained and not provide for any co-location with a non-cannabis business.

18. Transport Vehicle Parking. Transport vehicles must be parked in the interior dock area when on-site.

19. Special Use Permit Limited to Applicant. The Special Use Permit shall be limited to the Applicant and shall not be transferable except upon reapplication, hearing, and approval in the manner provided by the UDO.

20. Agreement to Terms of Ordinance. This Ordinance shall be signed by the Applicant to signify their agreement to the terms hereof.

**Section 6. Violation of Condition or Code.** Any violation of (i) any term or condition set forth in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals granted in this Ordinance.

**Section 7. Severability and Repeal of Inconsistent Ordinances** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8. Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jonathan Vanderbilt, Mayor

\_\_\_\_\_  
Sheila McGann, Village Clerk

**ACKNOWLEDGMENT AND AGREEMENT BY THE PROPERTY OWNER AND THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:**

\_\_\_\_\_  
Juan Carlos Nuno, ChiCo Group, LLC  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Wan, ForeBio LLC  
Property Owner

\_\_\_\_\_  
Date

## MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Marty Hutchins, Vice Chair  
Park Forest Planning and Zoning Commission

DATE: May 13, 2020

RE: Recommendation – Request for a Special Use Permit in the M, Manufacturing zoning district to permit an Adult-Use Cannabis Craft Grower at 80-90 North Street

### Recommendation

At the regular meeting of May 12, 2020, the Planning and Zoning Commission considered a request submitted by ForeBio Properties LLC (property owner) and Juan Carlos Nuno of ChiCo Group LLC (applicant) for a Special Use Permit to allow an Adult-Use Cannabis Craft Grower at 80-90 North Street. The subject property is zoned M, Manufacturing. Full details of this request are included in the attached Staff report.

After taking public comment and discussing this request, the Planning and Zoning Commission voted 6-0 to recommend approval of the requested Special Use Permit with the following conditions:

- The building must be in compliance with all building code, fire code, code enforcement, UDO, and health codes related to the specific occupancy, and it will be maintained in compliance with these codes as long as the business is in operation.
- The building and business operation will be in compliance with all requirements of the Cannabis Regulation and Tax Act and Chapter 22 (Business), Division 4 (Cannabis Business Establishments) of the Village Municipal Code at all times.
- The fence between the property and the Old Plank Road Trail (north side of the property) must be repaired or replaced.
- The vegetation on the property between the building and the fence line must be removed to allow proper video surveillance of the area.
- All parking, access, and other paved areas must be sawcut/patched (as appropriate), seal coated, and restriped.
- All parking spaces must be provided in conformance with the Village's design standards for parking lots, including but not limited to Article V-2.A.4. (Maximum Number of Parking Spaces) and Table V-6-A (Off-Street Parking Dimensions).
- The west driveway may be required to be modified to right turns in/out only if traffic access becomes problematic in the future.
- All transport vehicles (those that transport cannabis to and from the premises) and other commercial trucks will be required to use Western Avenue to access North Street.
- Conformance with Article IV-11 (M Manufacturing District Requirements) is required for any new pavement, structures, or other development on the property.
- Conformance with Article VI-5 (Parking Lot Landscape) is required, if applicable per Article VI-1.B. (General Provisions/Applicability).

- The business is required to implement the odor control plan described in the application for a Special Use Permit and the application for a State License. If there are future concerns about odor outside the facility walls and/or the property boundaries, the business shall be required to mitigate the concerns immediately.
- Exterior signage must comply with the Village's sign design standards as established by Article VII of the UDO.
- Exterior lighting must conform to the Village's standards for outdoor lighting established by Article VI-8 of the UDO.
- The use standards for fence or walls must be consistent with Article III-4.C.6 of the UDO. Barbed wire (not razor wire) will be permitted on the fence or wall.
- The tenant space created for this business must be fully self-contained and not provide for any co-location with a non-cannabis business.
- Transport vehicles must be parked in the interior dock area when on-site.

#### Standards for Special Use Permits

A Special Use Permit may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on each of the Standards for Special Use Permits established by Article VIII-3.C.4. The required standards are noted below, with the Commission's specific findings as related to this request.

- 1) The proposed special use will not endanger the health, safety, comfort, convenience, and general welfare of the public. *The Commission unanimously agreed that this standard is met because the Applicant has addressed concerns related to odor control and security, and because they are prepared to establish a good working relationship with the Park Forest Police Department. The health, safety, comfort, convenience, and general welfare of the public will be addressed.*
- 2) The proposed special use is compatible with the character of the adjacent properties and other property within the immediate vicinity of the proposed special use. *The Commission unanimously agreed that this standard is met because the Applicant has addressed all the use standards required by the Unified Development Ordinance.*
- 3) The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use. *The Commission unanimously agreed that this standard is met because the Applicant intends to remove overgrown vegetation on the property in order to enhance security, and will require employee and business traffic to the business to use Western Avenue (not Orchard Drive).*
- 4) The proposed special use will be provided with adequate utilities, access roads, drainage, and/or other necessary facilities. *The Commission unanimously agreed that this standard is met as described in the Staff report, and because the Applicant has noted their willingness to address all conditions of approval.*
- 5) The proposed special use is consistent with the intent of the elements of the Comprehensive Plan, the Unified Development Ordinance, and other land use policies of the Village. *The Commission unanimously agreed that this standard is met because the Applicant has expressed their willingness to address all conditions of approval, especially those that require compliance with Village codes.*

Best regards - Marty Hutchins, Vice Chair

## PLANNING AND ZONING COMMISSION MEMO

TO: Planning and Zoning Commission

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

DATE: April 30, 2020

RE: NEW BUSINESS – Planning and Zoning Commission Meeting of May 12, 2020  
Public Hearing to consider a Request for a Special Use Permit in the M,  
Manufacturing zoning district to permit an Adult-Use Cannabis Craft Grower at 80-  
90 North Street

### Application for Special Use Permit

A request has been submitted by ForeBio Properties LLC (property owner) and Juan Carlos Nuno of ChiCo Group LLC (applicant) for a Special Use Permit to permit an Adult-Use Cannabis Craft Grower at 80-90 North Street. The subject property is zoned M, Manufacturing. ForeBio Properties purchased this property from the Village of Park Forest in 2017.

The applicant proposes an adult-use cannabis craft grower to be conducted on this property. This use is defined by the Cannabis Regulation and Tax Act (the “Act”) and the Unified Development Ordinance (UDO) in the following manner:

**Adult-Use Cannabis Craft Grower:** A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure, and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Note that, per the Act, craft growers may start at 5,000 square feet in size and increase over time to 14,000 square feet as they prove their ability to meet the State’s expectations. The Unified Development Ordinance requires stand-alone cannabis craft growing operations (i.e., not co-located with a cannabis dispensary) to be located in the M, Manufacturing zoning district with an approved Special Use Permit.

### Process for Consideration of Special Use Permit

As required by the Unified Development Ordinance (UDO), notice of this public hearing was published in the *Daily Southtown* on April 26, 2020. In addition, notice of the public hearing was sent to all property owners within 250 feet of the subject property (53) via United States Postal Service, and a sign noting the date, time, and purpose of the public hearing was posted on both the Orchard Drive and North Street frontages of the property. As of the date of this memo, no comments have been received from surrounding property owners or any other interested parties. Any comments received prior to the Public Hearing will be read aloud at the Planning and Zoning Commission meeting.

Table III-2.A. (Use Table) of the UDO specifies the permitted and special uses allowed in each zoning district. This Table notes that all adult-use cannabis business establishments are Special Uses in the zoning districts in which they are permitted. The requested use is permitted with a Special Use Permit in the M, Manufacturing zoning district, subject to the adult-use cannabis business establishment use standards outlined in Section III-3.CC of the UDO. In describing the process for approval of special uses, Article VIII-3.C. notes that “the purpose of this special use application is to provide for uses that may have a special, unique, or unusual impact on the use of neighboring property”. This Article of the UDO also emphasizes that “each proposed special use shall be evaluated on an individual basis with regard to the applicable standards of this Ordinance to determine whether approval of the special use is appropriate at the particular location in the manner proposed”.

The Planning and Zoning Commission (PZC) is required to hold a public hearing on all requests for special uses and to make its recommendation to the Board of Trustees. The PZC’s recommendation must include findings related to each of the standards for special use permits (see below). If the PZC recommends approval of the special use, it may include “conditions upon the establishment, location, construction, maintenance, and operation of the special use as deemed necessary to protect the public interest”. In addition, the PZC may require guarantees from the applicant to assure compliance with the stipulated conditions of approval. The required standards for special use permits are noted below, and a worksheet has been attached to assist the PZC in drafting its findings related to the requested special use.

- The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- The proposed special use will be provided with adequate utilities, access roads, drainage, and/or other necessary facilities.
- The proposed special use is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village.

As evidenced by the required standards for special use permits, when evaluating each request for a special use, the PZC and Board of Trustees should consider such issues as on-site parking and loading facilities, vehicular and pedestrian access, proper protection of adjacent properties, and other site development issues. In addition, the PZC and Board should consider the compatibility of the proposed use and its location with the purpose of the zoning district in which it is located, as well as its compatibility with the specific use standards established for adult-use cannabis business establishments. The applicant’s response to each of the required standards for special uses is incorporated into the application memo, attached as Exhibit A.

#### Compliance with Use Standards

ChiCo Group LLC proposes to develop their use of the property at 80-90 North Street in three phases. The first phase will include 25,920 square feet of space, and will provide for all functions

of the business, including cultivation, extraction, infusion, and distribution of their products. Subsequent phases will enable the company to increase its operations by another 15,282 square feet in years one or two of the business, and up to 29,376 square feet in three to five years. Note that any expansion of the business is dependent on State approvals. The size of the phase 3 expansion is also dependent on whether or not Herblo Transport is able to occupy their proposed space, as a portion of ChiCo's proposed phase 3 overlaps with Herblo's proposed space. The total facility at 80-90 North Street is 123,600 square feet in size. The remaining manufacturing space will be used by ForeBio Properties for their food and nutritional products manufacturing business.

As required by Section III-3-CC. of the UDO, Exhibit A describes in detail how the applicant proposes to address matters related to security, parking, access, interior and exterior lighting, and odor control. Additional detail related to compliance with the Village's use standards for adult-use cannabis business establishments is provided in this memo.

The Applicant has described their staffing plan based on the type of activity that will be conducted, including cultivation, extraction, and infusion:

- Due to the requirements of the cultivation element of the business, it will operate on a 24 hour, seven day/week basis with two to five employees per shift. During phase 1, 12 employees are expected to be on staff, increasing to a maximum anticipated cultivation staff of 24 in phases 2 and 3.
- The extraction element of the business will operate on one shift of five employees in phase 1. This shift will work from 7 am to 3 pm. In phase 2, 10 employees will work in two shifts from 7 am to 11 pm. Phase 3 will include three shifts working 24 hours, five days a week.
- The infusion of products will also start with one shift, working with 8 to 10 employees from 7 am to 3 pm. A second shift will be added in phase 2, with 10 total employees working from 7 am to 11 pm. Phase 3 will include three shifts working 24 hours, five days a week.

These proposed business hours are in conformance with the Act and the Village's provisions as established by Chapter 22 (Business), Division 4 (Cannabis Business Establishments) of the Village's Municipal Code. The limitations on hours (6 am to 10 pm) established by the Act and Village Code apply to sales, delivery, and dispensing activities.

Attached is a set of site plans for the entire property (Exhibits B1-B5). This exhibit includes the following plans: B1) the survey of the entire property showing the driveway access points and phase 1 parking area, B2) detail of the driveway access points to the property and loading docks, B3) the interior phased building layout and exterior phased parking layout, B4) additional detail of the interior phased building layout and the ForeBio business location, and B5) the detailed interior, phase 1 floor plan.

As noted on Exhibit B1, access to the property and the facility will be from the two easternmost driveways to the property as a whole. The east driveway accesses the fenced yard, and will be the primary access for employees, visitors, and cannabis transport vehicles. The smaller driveway to the west of the main driveway accesses an interior loading dock, and will be used for receipt of non-cannabis deliveries such as packaging, soils, and cultivation supplies. These deliveries will

typically be made by Amazon, FedEx, UPS, or US Post Office vehicles, or larger box trucks. More detail on these access points and the loading docks can be seen on Exhibits B2 and B5.

While access to the westernmost driveway on the property, closest to Orchard Drive, is not proposed at this time, the Department of Public Works has noted their concerns related to the close proximity of this driveway to the intersection of Orchard Drive and North Street. It is possible that the phase 3 expansion of the facility will result in employees and visitors using this driveway. At that point, the combination of increased traffic to the property, and increased traffic on North Street (especially when the railroad tracks are blocked with train traffic), may make this driveway difficult to access from the west. If that does become the case, the Village may have to require this driveway to be modified to allow right turns in/out only (see section on “Conditions of Approval”).

The Applicant has noted that they intend to include two company-owned, cannabis transport vehicles in their operations. Any additional transport that is needed by the business will be done with the use of contracted cannabis transport establishments. All cannabis transport access to the facility will be done through the interior loading dock accessed within the fenced yard on the east side of the property. More detail of this loading dock can be seen on Exhibits B2 and B5.

All truck traffic to the business, including cannabis transport vehicles and other delivery vehicles, should be required to use Western Avenue to access North Street. This will ensure that there will be no impact from this additional truck traffic in the residential area along Orchard Drive. Note, as well, that the Act and Section 22-206 (Additional Regulations for Adult-Use Cannabis Transporters) of the Village Municipal Code specify that cannabis transporters may not use commercial motor vehicles with a weight rating of over 10,001 pounds. Further, the Act makes it unlawful for vehicles transporting cannabis to bear any markings to indicate the vehicle contains cannabis, or bear the name or logo of the cannabis business establishment. In order to put the size limitation into perspective, Exhibit C provides several examples of Class 2 light duty trucks, all of which are no more than 10,000 pounds in weight.

As noted above, phase 1 of the business will occupy 25,920 square feet of the building. Based on the UDO parking standards for manufacturing uses, this will require 23 parking spaces in phase 1. Exhibit B-1 shows 24 parking spaces in the phase 1 parking and employee entrance area. As illustrated on the exhibit, these parking spaces do not conform to the dimensional requirements established by Table V-6-A. (Off-Street Parking Dimensions). Conformance with all required parking standards should be a condition of approval of this Special Use Permit. Furthermore, Staff recommends that, should the PZC recommend approval of the required Special Use Permit, approval should be conditioned on sawcut/patching, sealcoating, and re-striping of the parking lot and any existing paved area on the east side of the building.

If phases 2 and 3 are built out to the full capacity indicated on Exhibits B3 and B4, an additional 22 parking spaces will be required. Exhibit B3 shows where the phase 2 parking spaces will be provided. The Applicant has noted that this will likely require additional impervious surface. Conformance with the maximum of 75 percent impervious coverage in the M, Manufacturing zoning district should be required, as well as conformance with the parking lot landscaping requirements if they are applicable.

Another concern related to parking is that, if the staffing plan described earlier comes to fruition, the number of employees will exceed the minimum number of required parking spaces. Therefore, it is likely that more than the minimum parking will be required. In that case, the Applicant should comply with the standards contained in Article V-2.A.4 (Maximum Number of Parking Spaces). These standards include establishing a maximum number of parking spaces, and requiring the use of a pervious parking surface approved by the Village should that maximum be exceeded based on the limits allowed by the UDO.

The use standards for adult-use cannabis business establishments require that “the Petitioner shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the Special Use Permit to ensure the safety of employees and customers of the adult-use cannabis business establishment, as well as its environs”. To that end, the Applicant has described their security plan as including the following elements:

- The storage of cannabis will be in a secure room that requires key card access only to authorized personnel. The room will include video surveillance and an alarm system.
- Transport of cannabis will be conducted by trained drivers operating in pairs, with planned routes to avoid high risk areas and “choke points”.
- Loading and unloading of cannabis and cannabis products will take place in a secure area, out of sight of the public (see Exhibit B5).
- All interior and exterior areas of the property will be covered with video surveillance 24 hours a day, seven days a week. Additional cameras will be installed “at every location with an added risk of theft or diversion such as safes, vaults, sales areas, and areas where cannabis is stored, handled, dispensed, or destroyed” in a manner that will provide video from at least two angles.
- Cameras will be monitored at all times by security personnel, and checked twice daily to ensure they are working properly.
- All entrances to the yard area of the property will be secured with a fenced perimeter with barbed wire.
- Entry and exit from the facility and from limited access areas within the facility will be controlled and monitored. Each staff person will have an access card that allows entry only to the places within the facility where they are authorized to work, and only during authorized hours.
- Security personnel will monitor all entryways to ensure only authorized access.
- Visitor access to the facility will be limited to those with pre-approval, individuals who are at least 21 years of age, those who are visiting for a bona fide reason, and in limited numbers at any one time.
- At least two security personnel will be present at the facility at all times. This number may change in phases 2 and 3 as the increased size of the facility and number of employees may warrant additional security.
- The exterior of the building, parking lots, and truck docks will be illuminated in a manner that will “emphasize and highlight perimeters, access points, and potential areas of interest”. The Applicant has noted that “interior and exterior lighting will utilize best management practices and technologies for reducing glare, light pollution, and light trespass onto adjacent properties”, and that it will “comply with local ordinance requirements and applicable development standards”.

As noted above, access to the Applicant's portion of the property, including the parking and yard on the east side of the building, will be through a security gate into the fenced yard. Initially, the Applicant intends to use the existing chain link fence, which is 5 feet, 10 inches tall. On the east and north sides of the property, the fence is topped with barbed wire, making it 7 feet tall. The Applicant proposes that in phase 2, the chain link fence may be replaced with a solid brick or block wall, with barbed wire.

The comments from the Police Department relative to a previous application for this property are still applicable to this request for a Special Use Permit:

- The fence between the property and the Old Plank Road Trail (north side of the property) will need to be repaired or replaced.
- The vegetation on the property between the building and the fence line will need to be removed to allow proper video surveillance of the area.

The Applicant has described their odor control plan in the following manner:

All grow rooms, cure rooms, and cannabis operations are performed in strict climate controlled, air purified rooms that have air curtains during opening and closing of the entrances to keep odors and outside air from entering. Using split ductless HVAC systems keeps the odors from going to a central mechanical room that can then escape and cause significant odor problems associated with standard grows. The storage of dry trim and flower is kept in sealed air tight containers in the dry trim vault.

Section 22-198 (Control of Emissions) of the Village Municipal Code requires that "sufficient measures and means of preventing smoke, odors, debris, dust, fluids, and other substances from exiting a cannabis business establishment must be provided at all time". If the PZC recommends approval of the requested Special Use Permit, it should include the same odor control condition attached to previous Special Use Permits for adult-use cannabis craft growers (see section on "Conditions of Approval"). This condition will enable the Village to address concerns about odor outside the building, or odor that negatively impacts the other tenants of the building, if the odor control measures to be put into place fail to work adequately.

No signage plan has been submitted as part of this application. However, the Applicant has indicated that a sign displaying just the business name will be posted to assist delivery drivers to find the location. All exterior signage should be required to comply with the Village's sign design standards as established by the UDO. This will be addressed at the time that plans are submitted and a permit issued for construction of any exterior signs.

#### Conditions of Approval

If the PZC recommends approval of this Special Use Permit, the following items should be made conditions of the recommendation.

- The building must be in compliance with all building code, fire code, code enforcement, UDO, and health codes related to the specific occupancy, and it will be maintained in compliance with these codes as long as the business is in operation.
- The building and business operation will be in compliance with all requirements of the Cannabis Regulation and Tax Act and Chapter 22 (Business), Division 4 (Cannabis Business Establishments) of the Village Municipal Code at all times.
- The fence between the property and the Old Plank Road Trail (north side of the property) must be repaired or replaced.
- The vegetation on the property between the building and the fence line must be removed to allow proper video surveillance of the area.
- All parking, access, and other paved areas must be sawcut/patched (as appropriate), seal coated, and restriped.
- All parking spaces must be provided in conformance with the Village's design standards for parking lots, including but not limited to Article V-2.A.4. (Maximum Number of Parking Spaces) and Table V-6-A (Off-Street Parking Dimensions).
- The west driveway may be required to be modified to right turns in/out only if traffic access becomes problematic in the future.
- All transport vehicles (those that transport cannabis to and from the premises) and other commercial trucks will be required to use Western Avenue to access North Street.
- Conformance with Article IV-11 (M Manufacturing District Requirements) is required for any new pavement, structures, or other development on the property.
- Conformance with Article VI-5 (Parking Lot Landscape) is required, if applicable per Article VI-1.B. (General Provisions/Applicability).
- The business is required to implement the odor control plan described in the application for a Special Use Permit and the application for a State License. If there are future concerns about odor outside the facility walls and/or the property boundaries, the business shall be required to mitigate the concerns immediately.
- Exterior signage must comply with the Village's sign design standards as established by Article VII of the UDO.
- Exterior lighting must conform to the Village's standards for outdoor lighting established by Article VI-8 of the UDO.
- The use standards for fence or walls must be consistent with Article III-4.C.6 of the UDO. Barbed wire (not razor wire) will be permitted on the fence or wall.
- The tenant space created for this business must be fully self-contained and not provide for any co-location with a non-cannabis business.
- Transport vehicles must be parked in the interior dock area when on-site.

Planning and Zoning Commission Action: After conducting the public hearing, the Planning and Zoning Commission is asked to consider this request for a Special Use Permit to permit an Adult-Use Cannabis Craft Grower at 80-90 North Street, and make a recommendation to the Board of Trustees on this request.

**EXHIBIT A**  
**APPLICATION MEMO/RESPONSE TO STANDARDS FOR SPECIAL USES**

**Overview:**

ChiCo Group LLC “The Applicant” proposes to lease 80-90 North St, Park Forest 60466 “The Property” from ForeBio Properties, LLC. Herby known as the “The Landlord”, which has remained vacant since its purchase from the Village of Park Forest in 2017. The building is approximately 104,166 square feet of office, cold storage, and industrial warehouse space situated on approximately 7.01 acres of land.

The Applicant intends to apply for an Illinois Craft Growers Permit. The Applicant has developed detailed designs to occupy the space outlined in building as Phase 1. The applicant as part of Phase 1 will occupy 25,920 SqFt. Phase 1 will consist of the Following uses:

- 12,500 SqFt of floor space allowing for 5,000 SqFt of Canopy Space on 1 tiered level.
  - Additional Canopy space will be added upon approval by the state governing body and will require no additional expansion or construction in an effort to reduce carbon footprint and building materials.
- 8,500 SqFt of Cannabis Infusion and Extraction space for the manufacturing of Infused products.
  - Extraction Methods
    - Ethanol using UL rated and certified equipment operated in pre-fab C1D2 modular units for safety.
    - Liquid Propane Gas “LPG” using UL listed and certified equipment operated in Pre-Fab C1D1 modular units for safety.
  - Infused Consumer product manufacturing
    - Confectionary – Gummies, Chocolates, Etc.
    - Concentrates – Vapes, Wax, Shatter, Diamonds, Etc
- 2,500 SqFt of office bathroom, hallway and utility space.
- 2,420 SqFt of Shipping and receiving space.

Security, Transportation and Diversion Prevention

**Secure Storage:**

The Storage room that will hold Cannabis will be secured with KeyCard access control. The system will require the authorized personnel to badge their card in order to gain access into the area. Inside the Cannabis storage area will be an independent DMP alarm system with keypad, siren/ strobe. The protected area will consist of door contact(s), panic button(s) and motion detector(s). The system will require the employee to badge their card to the reader before exiting the area. This will provide an audit of the employees time spent in the storage area. Video Surveillance will be installed in this area as well. The system will communicate to the central monitoring station and the security command and control center located on site.

**Transport:**

The Applicant shall ensure that all transport of Cannabis is accomplished in accordance with all state required regulations. In addition to the rules set forth by the Department, applicant proposes transportation be performed by trained drivers operating in pairs. On long drives, the pair must rotate driving to ensure mental alertness. Each manifested delivery route will be scouted within reason to avoid high risk areas and choke points. Loading and unloading will take place at an enclosed secure area out of public sight. It will be the priority of the shipping manager to ensure

that all shipments of Cannabis will be done in such a manner as to minimize all potential for loss, diversion, and theft.

**Suitability of Facility:**

The Property is located on the corner of an industrial business park, which consists of buildings zoned exclusively for manufacturing use. There is no adjacent residential neighborhood or property owner. The Property is located on a large 7.01-acre lot. The building occupies roughly 40.48% of the total acreage of the property lot, and is located towards the middle of the lot, which has the effect of creating a variety of physical buffers and safe boundaries between directly adjacent lots, buildings and accessways. Neighboring the west side of the building, there is a sizable, grassy area that occupies the westernmost area of the lot adjacent to Orchard Drive. A forested area lines the entire northern perimeter of the lot, serving as a barrier between the building and adjacent Old Plank Road Trail. A fence exists on the northern lot line, creating a secure barrier between the property and the adjacent land and public trail to the north. A two-acre area enclosed by a fence is located on the east side of the lot, and provides a secure boundary between the loading dock area and a neighboring industrial warehouse. Ten (10) undeveloped parcels of land border the Property on the south side of the lot and across North Street, 6 of which are owned by the Village of Park Forest and 3 of which are privately owned.

**Exterior:**

To create community relations environmental beautification the applicant will be creating a landscape and cleanup plan to plant trees, cut brush and cleanup the appearance of the facility. The applicant once established in building and part of Phase 2 will install a solid brick wall with wire in place of chain link fence for appearance and security.

As part of Phase 1 the applicant will occupy approximately 2 acres of fenced yard on the east side of the property, which includes 5 interior loading docks and 3 drive-in doors with sufficient clearance (25'x18') for safe and efficient deliveries of Cannabis goods inside of building. Throughout the term of the commercial lease, Applicant will reserve the right to incrementally expand its occupancy and square footage to meet the evolving needs of the business as it grows and is successful in its operations, Phase 2-3.

In accordance with § III-3.CC.3 of the UDO and 410 ILCS 705/30-30(0), the applicant is not located within 500 feet of the property line of a pre-existing public or private preschool or elementary, a public or private secondary school, a day care center, or a day care home or within 1,500 feet of another craft grower or a cultivation center.

The requested Special Use will not have an adverse impact on the surrounding properties in the community. As stated previously we intend to make a positive visual and environmental impact on the surrounding area through trash cleanup projects and tree planting. Applicant is committed to maintaining the facility and operating the proposed cannabis organization with the highest level of security and compliance under all applicable federal, state, and local rules and regulations. The facility will be built using GMP and FDA standard for food processing and manufacturing. As required by the CRTA and all applicable State regulations. Through ongoing our GMP standards and stringent SOP's the applicant will maintain the highest level manufacturing quality. We invite local leaders and state officials to use our facility as an example of quality and standard. This is achieved by the relationship and consulting provided by Keef Brands out of Colorado and cannaCraft out of California. CannaCraft and KeefBrands have over two decades of experience in

the growing in and manufacturing of Cannabis products.

**Community Impact:**

Further, the Applicant recognizes certain residential neighborhoods in the Village of Park Forest are designated by the State of Illinois as Disproportionate Impact Areas. It is the only town in Rich Township that has such designation, and therefore, is uniquely situated to be a leading beneficiary of economic and community development and the Restore, Reinvest, and Renew Program established under the CRTA. Applicant's Staffing Plan ensures that any residents that can qualify under state guidelines to work in a Cannabis facility will be recruited. Being able to train and recruit from the local community will give us the ability to create a local, fun and community based culture within our staff. Applicant will publicly report on its progress against its workforce objectives, including the commitment to promote employment infrastructure and capacity building related to the social determinants of health and hire from the community. In totality, these efforts will ensure a higher quality living and working environment throughout the Village of Park Forest.

Additionally, the Metra commuter parking lot is located a 1/2 mile west of the property. This is a meaningful opportunity to attract residents in neighboring communities who seek employment opportunities at the proposed cannabis organization and provide an affordable, convenient, and comfortable commute. The Old Plank Trail provides pedestrians and bicyclists with a convenient and safe way to walk or bicycle from the nearby commuter lot to the entrance of the facility.

A proposed organization classified under Heavy or Light Manufacturing land use is required to have 1 parking space per 1,000 square feet of gross floor area up to 20,000 square feet plus 1 parking space per 2,000 square feet of gross floor area in excess of 20,000 square feet.

Legal Description of  
80-90 North Street. Park  
Forest, IL 60466

THE NORTH 417 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 177A FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND EASTERLY OF THE EASTERLY LINE OF ORCHARD DRIVE AS DEDICATED AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 31, 1955 AS DOCUMENT 17124191 BOOK 509, PAGES 48 AND 49, IN COOK COUNTY, ILLINOIS.



# EXHIBIT B2

## DETAIL OF DRIVEWAY ACCESS AND LOADING DOCKS

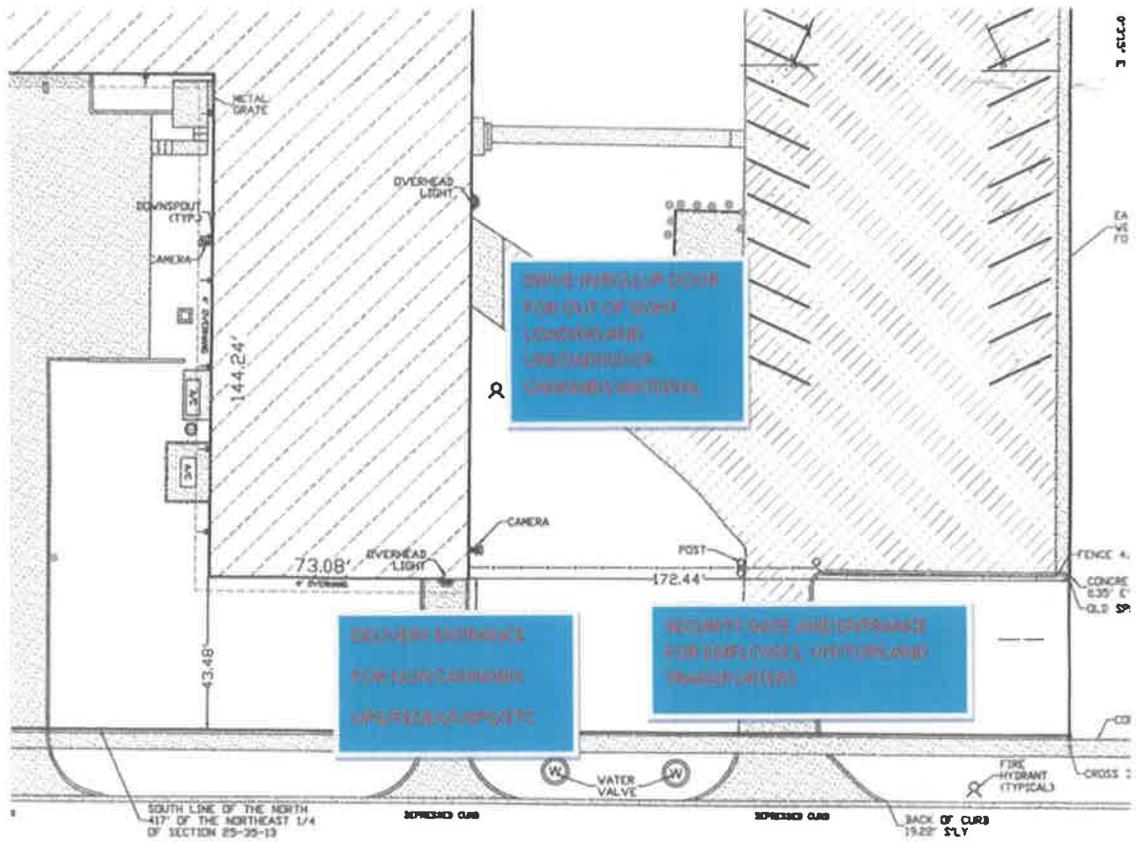
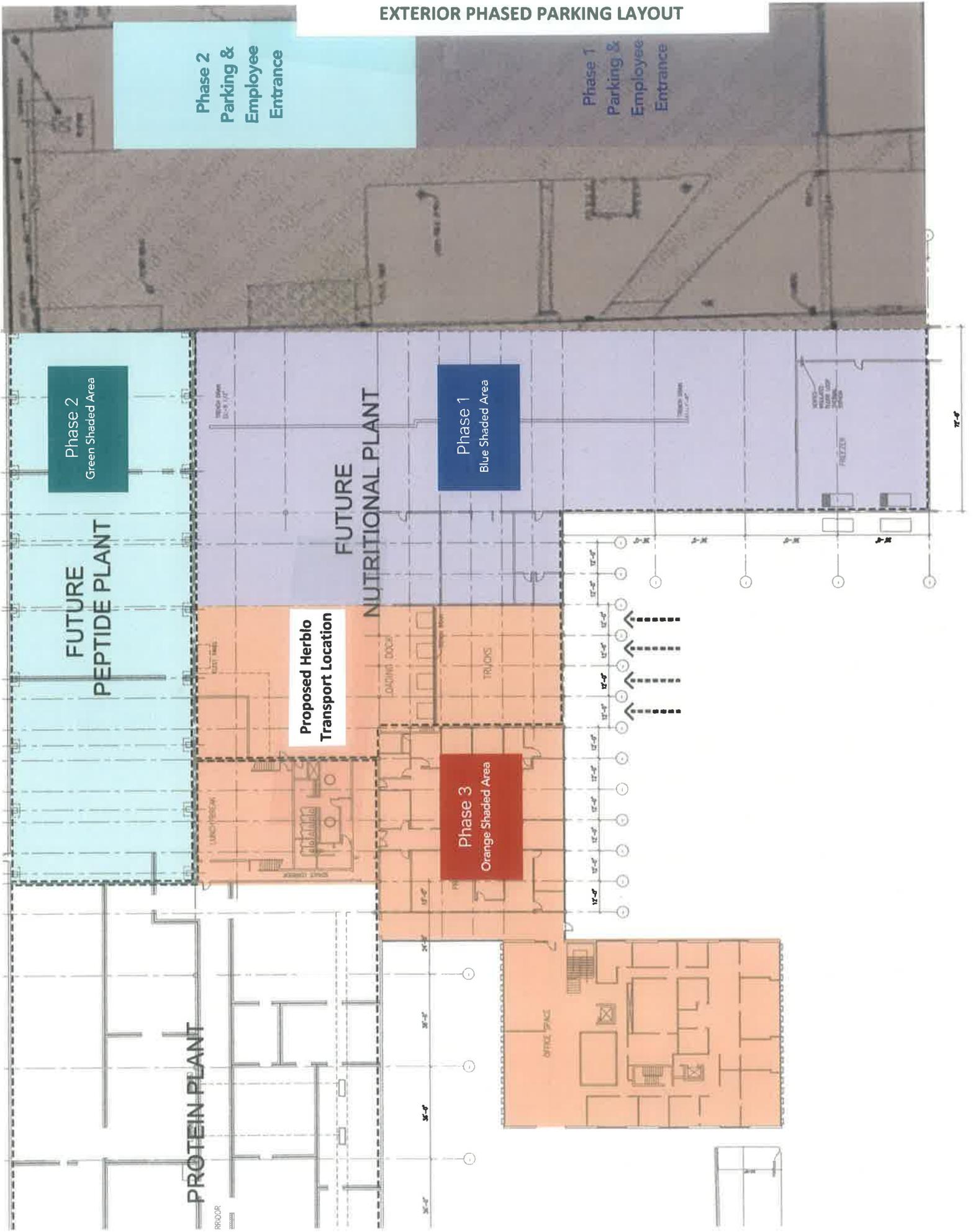


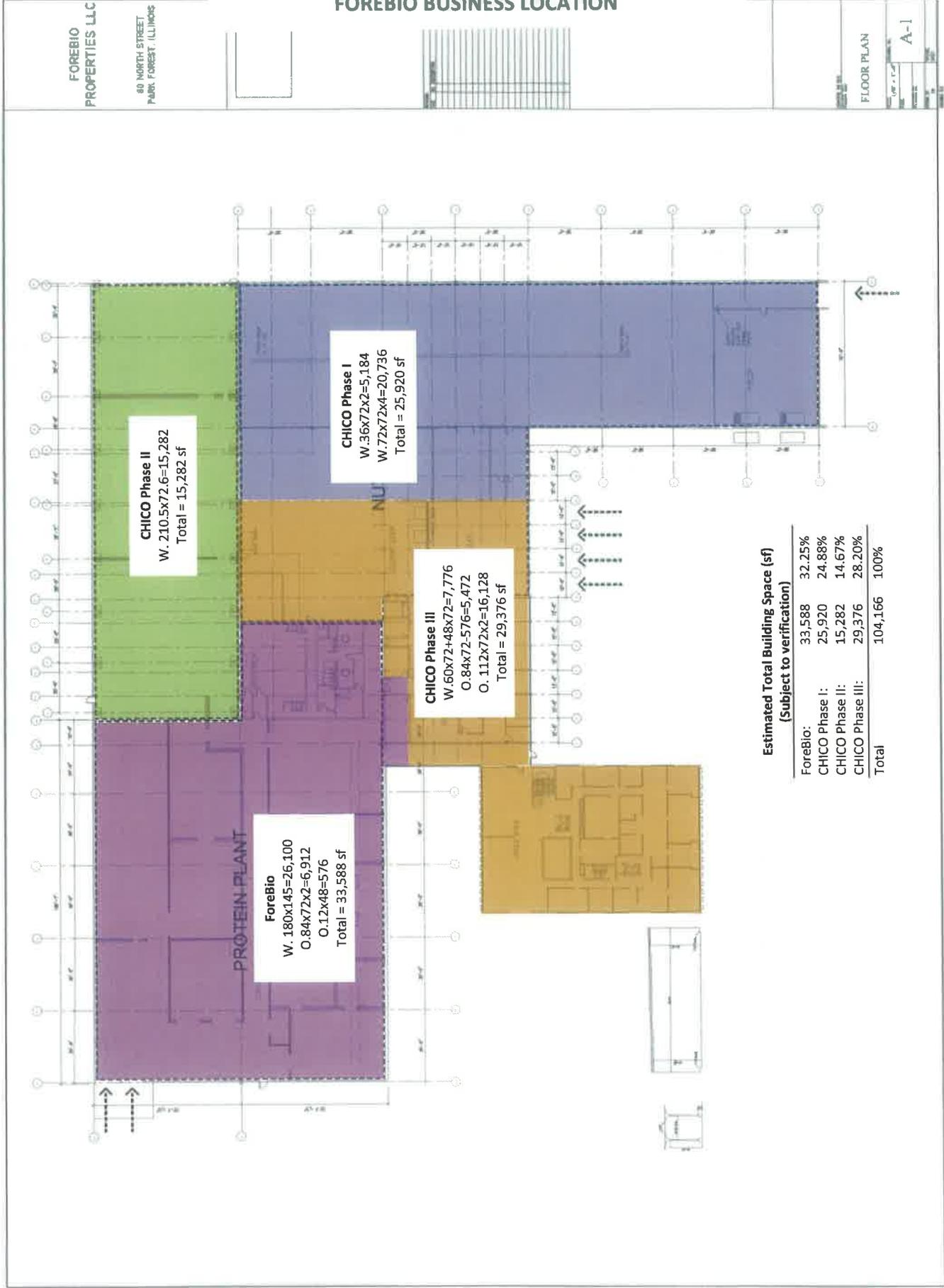
EXHIBIT B3  
INTERIOR PHASED BUILDING LAYOUT  
EXTERIOR PHASED PARKING LAYOUT



**EXHIBIT B4  
DETAIL OF INTERIOR PHASED BUILDING LAYOUT  
FOREBIO BUSINESS LOCATION**

FOREBIO  
PROPERTIES LLC  
80 NORTH STREET  
PARR, FOREST, ILLINOIS

FLOOR PLAN  
A-1



**CHICO Phase II**  
W. 210.5x72.6=15,282  
Total = 15,282 sf

**CHICO Phase I**  
W. 36x72x2=5,184  
W. 72x72x4=20,736  
Total = 25,920 sf

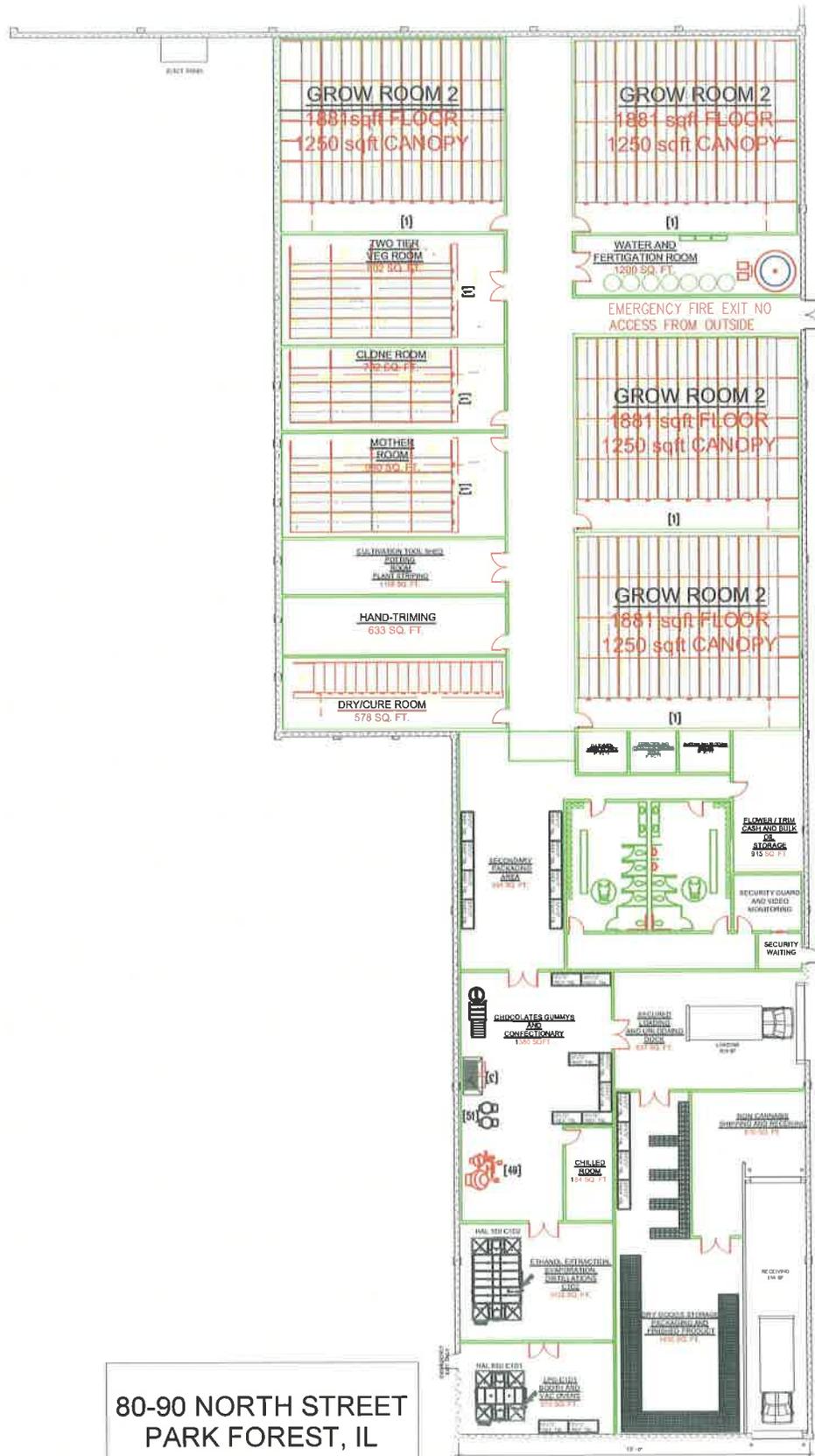
**CHICO Phase III**  
W. 60x72+48x72=7,776  
O. 84x72-576=5,472  
O. 112x72x2=16,128  
Total = 29,376 sf

**ForeBio**  
W. 180x145=26,100  
O. 84x72x2=6,912  
O. 12x48=576  
Total = 33,588 sf

**Estimated Total Building Space (sf)**  
(Subject to verification)

ForeBio:	33,588	32.25%
CHICO Phase I:	25,920	24.88%
CHICO Phase II:	15,282	14.67%
CHICO Phase III:	29,376	28.20%
<b>Total</b>	<b>104,166</b>	<b>100%</b>

**EXHIBIT B5  
DETAILED INTERIOR PHASE 1 FLOOR PLAN**



**80-90 NORTH STREET  
PARK FOREST, IL**

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FLOOR PLAN A-102

Level 1  
1/8" = 1'-0"  
TOTAL AREA: 25,920 SF

**Exhibit C**  
Class 2 Light Duty Truck Examples  
Weight Rating no more than 10,000 pounds



# MEMORANDUM

**DATE:** April 30, 2020  
**TO:** Mayor Jon Vanderbilt  
Board of Trustees  
**FROM:** Mark A. Pries, Deputy Village Manager/Finance Director  
**RE:** Budget Amendments for FY 2019/2020

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## **BACKGROUND/DISCUSSION:**

Halfway through the fiscal year, expenses and revenues are analyzed. After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: assignments, Board directives, grants, adjustments and other initiatives.

### **Assignments**

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board but not expended. In order to ensure that the funds are available in the next budget, they are assigned. These funds are noted as part of the assigned fund balance on page 57 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by amending the budget.

The following list details those expenditures that were assigned at June 30, 2019 in the General Fund. These items will be (or were) spent in Fiscal 2019/2020.

### **ADMINISTRATIVE PURPOSES**

200,000	IRMA Deductible
2,000	Live, Grow, Discover Scholarship Program
3,400	Senior Commission Initiative
14,000	Village Hall Lobby Remodel
20,000	Office Furnishings/Record Room Shelving/Copier
1,110	Youth Commission Initiatives (Net Carnival Proceeds)
3,000	Internal Audit
<u>5,800</u>	Strategic Planning
<b>249,310</b>	

**POLICE**

62,500	Radios
23,500	Building Remodel
<u>22,250</u>	Youth Programs (20% of FY19 Vehicle Seizure Revenue)
<b>108,250</b>	

**ECONOMIC DEVELOPMENT**

13,000	Marketing Plan
<u>7,100</u>	Advertising
<b>20,100</b>	

**RECREATION & PARKS PURPOSES**

257,863	Recreation Center Improvements
40,000	Village Hall Public Space Interior Upgrades
15,000	Village Hall-Tuck Pointing
20,000	Library Roof Resurfacing
6,000	Central Park Score Boards
10,000	Urban Waters Grant Project
32,186	Interior Improvements to Recreation Center
<u>7,889</u>	Murphy Park Improvement
<b>388,938</b>	

**PUBLIC WORKS PURPOSES**

814,055	Street Maintenance
<u>66,620</u>	US Route 30 Project PW12-003
<b>880,675</b>	

**COMMUNITY DEVELOPMENT PURPOSES**

<u>6,978</u>	Home Demolition
<b>6,978</b>	

**1,654,251 Total FY 2019 General Fund Assignments**

Similar to assignments, DUI fines are reserved for DUI enforcement. In the prior year, \$23,556 was identified as a fund balance reserve.

Police \$18,574 – DUI Enforcement

PEG fees are collected for specific cable equipment enhancements. The accumulated fund balance is available for this purpose.

PEG Fees \$135,945

## **OTHER GENERAL FUND ADJUSTMENTS**

### **Administration**

The AV equipment in the Board Room needed to be replaced this year but this was not a budgeted item. PEG Fees from cable TV the Village receives are used to pay for equipment used to broadcast Village Board meetings. The Village tracks these funds and restricts a portion of the General Fund fund balance each year in order to make any necessary purchases. As of June 30, 2019, there was \$135,945 in the PEG Fees balance so the \$37,998 cost of the new equipment can easily be afforded.

Public Information/Education Supplies	\$37,998
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The ransomware attack on the Village's network prompted expenditures that were not budgeted. General Fund reserves will pay for these costs.

Professional Services	\$37,882
Computer Programming Services	\$40,325

The amount budgeted for strategic planning coupled with the amount assigned from FY 18-19 will not be enough to cover the cost for this year's strategic planning process. An additional \$17,000 will be added. General Fund reserves will pay for this cost.

Professional Services	\$17,000
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### **Recreation, Park and Community Health**

The costs for operating a credit card machine at the Farmer's Market was formerly budgeted in the DownTown Fund but is now under the management of the Community Health Coordinator.

Credit Card Service Charge	\$1,000
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The boiler at the Rec Center needed higher than expected repairs. General Fund reserves will pay for this cost.

Equipment Maintenance & Repair	\$16,433
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### **Police Department**

The Police department has \$38,000 in the budget for purchasing mobile data terminals for their squad cars. This is in the General Fund budget. However, after further analysis, these purchases are more appropriately accounted for from the Vehicle Services Fund as this equipment is specifically meant for the police's vehicles. The Police budget in the General Fund will be reduced and their budget in the Vehicle Service Fund will be increased.

Capital Outlay (General Fund)	(\$38,000)
Capital Outlay (Vehicle Service Fund)	\$38,000

**Public Works**

Public Works will be replacing the communication tower at the Police Department. This issue went before the Board on January 6, 2020 and was approved along with the need to amend the budget. Fund reserves will pay for this item.

Capital Outlay	\$124,000
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**Revenues**

The IRMA interest credit on reserves was again received this year. Real Estate Transfer Taxes are coming in much better than expected due to the sale of the Central Park Apartments. The Local Arts Council Grant, used for Freedom Hall events, is higher than expected this year. Building Permit revenues are coming in higher than expected. Ambulance charges are coming in higher than expected.

Interest	\$200,205
Real Estate Transfer Tax	\$87,000
Arts Council Grant	\$7,300
Building Permits	\$12,000
Hospital Transport Charge	\$25,000

**OTHER FUNDS**

**Police Pension Fund**

There was a service credit transfer from the Police Pension Fund for a former employee whose service time in Park Forest was transferred to another community.

Service Credit Transfer	\$66,372
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**Fire Pension Fund – (NOTE: this is the ONLY item not presented at the February meeting)**

There was a refund of employee contributions from the Fire Pension Fund to a former employee.

Contribution Refund	\$8,589
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**Parking Lot**

The gates at the commuter parking lot have been on the capital plan for several years but not done due to decreasing revenues. However, there were repairs that were needed this year that were more expensive than actually replacing the gates. The decision was made to replace the gates as the fund had sufficient cash levels to make the purchase.

Capital Outlays	\$13,740
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**Vehicle Service Fund**

There were repairs needed to fire engine #56 that were more than the entire maintenance budget could afford in the Vehicle Service Fund.

Equipment Maintenance-Vehicle	\$36,043
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Public Works had the replacement of an asphalt roller budget in the prior fiscal year (18-19) but due to production delays, the roller was not received until this year. Due to the uncertainty of delivery, the purchase could not be booked to last fiscal year and needs to be rebudgeted this via a budget amendment.

Capital Outlays	\$39,314
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**Capital Projects and Sewer Funds**

Engineering for a storm water management study was not budgeted for this year. The total cost is \$50,000 and the Capital Projects Fund and the Sewer Fund will each pay 50% of the fee.

The Capital Projects Fund engineering expense will need an additional \$9,500 budgeted to pay for a historic review for 3 Washington Court.

Engineering/Architectural Services (Sewer)	\$25,000
Engineering/Architectural Services (Capital Projects)	\$25,000
Engineering/Architectural Services (Capital Projects)	\$9,500

**DownTown**

Tenant space build-out, or “vanilla boxing,” has run higher than expected this year. However, the last several years saw little to no activity in this area so this increase is an encouraging sign of increased activity in the DownTown. Also, property tax expense is running well below budget. Therefore, the \$50,000 that is needed to be added to tenant build out can come from a reduction to the property tax expense line item. This creates a \$0 impact to the fund.

Capital Outlay: Tenant Buildout	\$50,000
Property Tax Expense	(\$50,000)

**SCHEDULE FOR CONSIDERATION**

This matter will appear on the May 18, 2020 Special Rules Meeting for discussion and the Regular Meeting for First Reading.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 2116  
ADOPTING THE ANNUAL BUDGET FOR THE YEAR  
COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**WHEREAS**, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provision of Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 2116 adopted by the Village Board of Trustees on June 17, 2019; and

**WHEREAS**, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

**Section I.** The following amendments to the 2019/2020 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<b><u>General Fund Revenues</u></b>			
010000-401000 Real Estate Transfer Tax	(125,000)	(87,000)	(212,000)
010000-410150 Arts Council Grants	(4,000)	(7,300)	(11,300)
010000-440400 Building Permits	(95,000)	(12,000)	(107,000)
010000-455000 Hospital Transport Charge	(575,000)	(25,000)	(600,000)
010000-491000 IRMA Surplus Distribution	0	(200,205)	(200,205)
<b><u>General Fund Expenditures</u></b>			
010100-510400 IRMA Deductible Payments	500,000	200,000	700,000
010100-530000 Other Professional Services	81,478	31,000	112,478
010100-590900 Advertising	44,500	2,000	46,500
010101-530000 Other Professional Services	7,400	5,800	13,200
010102-540400 Meeting Expense	9,600	4,510	14,110
010104-530000 Other Professional Services	8,090	37,882	45,972
010104-530300 Audit Services	20,279	3,000	23,279

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
010104-531400 Computer Programming Services	24,000	40,325	64,325
010104-560000 Other Capital Outlays	46,300	20,000	66,300
010100-541100 Public Info/Education Supplies	10,000	135,945	145,945
010700-540750 DUI Program Supplies	0	18,574	18,574
010700-541100 Youth Services/Crime Prevention	9,500	22,250	31,750
010700-560000 Other Capital Outlays	102,500	48,000	150,500
011107-550200 Equipment Repairs	10,200	16,433	26,633
011107-560000 Other Capital Outlays	101,900	332,863	434,763
011109-532600 Credit Card Service Charge	0	1,000	1,000
011122-560000 Capital Outlays	79,000	23,889	102,889
011125-560000 Capital Outlays	5,000	32,186	37,186
011700-550600 Street Maintenance	845,000	814,055	1,659,055
011700-560000 Other Capital Outlays	609,700	190,620	800,320
011900-590900 Advertising	19,000	7,100	26,100
011900-530000 Other Professional Services	33,200	13,000	46,200
012000-550500 Contractual Maintenance	85,000	6,978	91,978
 <b><u>Police Pension Fund</u></b>			
210100-520750 Portable Pension Transfer	0	66,372	66,372
 <b><u>Fire Pension Fund</u></b>			
220100-520700 Refund to Participants	0	8,589	8,589
 <b><u>Municipal Parking Fund</u></b>			
511700-560000 Other Capital Outlays	8,000	13,740	21,740
 <b><u>Vehicle Service Fund</u></b>			
520700-560000 Other Capital Outlay	0	38,000	38,000
520800-550300 Equipment Maintenance and Repair	9,000	36,043	45,043
521700-560000 Other Capital Outlay	0	39,314 *	0
* - The \$39,314 DPW asphalt roller is excluded from income calculation-will be capitalized.			
 <b><u>Capital Projects Fund</u></b>			
330000-530000 Other Professional Services	25,000	34,500	59,500
 <b><u>Sewer Fund</u></b>			
701900-530200 Engineering/Architectural Services	25,000	25,000	50,000
 <b><u>DownTown Fund</u></b>			
800000-532500 Property Taxes	225,000	(50,000)	175,000
800000-564700 Capital Improvement	50,000	50,000	100,000

**Section II.** That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

**Section III.** This Ordinance shall be in full force and effect from and after its passage, approved and publication in pamphlet form, as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Village Mayor

\_\_\_\_\_  
Village Clerk

## **AGENDA BRIEFING**

**TO:** Mayor Jonathan Vanderbilt  
Board of Trustees

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

**DATE:** May 13, 2020

**RE:** **A RESOLUTION APPROVING RENEWAL AND CONTINUATION OF LOCAL DISASTER AND STATE OF EMERGENCY WITHIN THE VILLAGE OF PARK FOREST IN RESPONSE TO THE COVID-19 PANDEMIC**

### **BACKGROUND/DISCUSSION:**

Village of Park Forest operations are working to address issues related to the COVID-19 pandemic. As this work is carried out, various costs will be incurred specific to COVID-19. Items include emergency response preparedness purchases such as cots and pop-up/seclusion tents for the police station, N-95 masks for emergency first responders engaging impacted members of the public, surgical gowns, surgical masks (for patients), disinfecting matts, disposable Tyvek suits for responding personnel, eye protection and an extensive amount of sanitization materials and disinfectants.

The emergency management agencies for Cook and Will Counties, the State of Illinois (IEMA) and the federal government (FEMA) are collecting documentation from local governments for potential reimbursement of costs incurred. As part of the application process, an official disaster/emergency declaration needs to be adopted by the corporate authorities. To this end, the attached resolution has been drafted with support from Village legal counsel and was approved by the Village Board with its April 6<sup>th</sup> Board Meeting. Article 2, Section (a) in that resolution limited the duration of the declaration of local disaster and state of emergency to 30 days. As such, this declaration needs to be extended for another 30 days from the effective date of the resolution (May 4<sup>th</sup>). The attached resolution allows for this extension.

### **SCHEDULE FOR CONSIDERATION:**

This item will appear on the May 18, 2020 Special Rules Meeting and Regular Meeting for Board discussion and approval.

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**THE VILLAGE OF PARK FOREST  
COOK AND WILL COUNTIES, ILLINOIS**

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**RESOLUTION NO. \_\_\_\_\_**

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**A RESOLUTION  
APPROVING THE EXTENSION, RENEWAL, AND CONTINUATION OF LOCAL  
DISASTER AND STATE OF EMERGENCY WITHIN THE VILLAGE OF PARK  
FOREST IN RESPONSE TO THE COVID-19 PANDEMIC  
(AS OF MAY 18, 2020)**

---

**JONATHAN VANDERBILT, President  
SHEILA MCGANN, Clerk**

**TIFFANI GRAHAM  
MAYA HARDY  
CANDYCE HERRON  
GLENN HENNESSY  
THERESA SETTLES  
JOSEPH WOODS**

**TRUSTEES**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE EXTENSION, RENEWAL, AND CONTINUATION  
OF LOCAL DISASTER AND STATE OF EMERGENCY WITHIN THE VILLAGE OF  
PARK FOREST IN RESPONSE TO THE COVID-19 PANDEMIC  
(AS OF MAY 18, 2020)**

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**WHEREAS**, the Village of Park Forest, Cook County and Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and (the “Home Rule Powers”); and

**WHEREAS**, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides for the declaration of a state of emergency and the grant of extraordinary power and authority to the Village President by the corporate authorities to exercise, by executive order, during a state of emergency, such of the powers of the Village Board as may be reasonably necessary to respond to the emergency; and

**WHEREAS**, Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, further provides for emergency local disaster declaration by the Mayor, as principal executive officer of the Village, or his or her interim emergency successor, the effect of which is to activate the emergency operations plan of the Village pursuant to the Emergency Management Agency Act and to authorize the furnishing of aid and assistance thereunder; and

**WHEREAS**, the Village has its own Emergency Service and Disaster Agency Ordinances found in Chapter 34, Article I of the Village Code of Ordinances; and

**WHEREAS**, on April 6, 2020, the Mayor executed and issued a Statement of Standards and Declaration of Local State of Emergency, pursuant to Section 11-1-6 of the Illinois Municipal

Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Chapter 34, Article I of the Code of Ordinances of the Village of Park Forest; and

**WHEREAS**, on April 6, 2020, in light of the developments related to the COVID-19 Pandemic, the Village Board passed a Resolution No. R-20-10, a *Resolution Pertaining to a Local Disaster and State of Emergency Due to the COVID-19 Pandemic*; and

**WHEREAS**, on April 20, 2020, April 27, 2020 and May 4, 2020, the Village Board passed Resolution Numbers R-20-12, R-20-13, and R-20-17, a *Resolution Approving Renewal and Continuation of Local Disaster and State of Emergency Within the Village of Park Forest in Response to the Covid-19 Pandemic*; and

**WHEREAS**, on May 5, 2020, the Mayor executed and issued a Re-Proclamation and Declaration of Local State of Emergency as authorized by Resolution Number R-20-17 and pursuant to Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Chapter 34, Article I of the Code of Ordinances of the Village of Park Forest; and

**WHEREAS**, due to the continuing nature of the COVID-19 Pandemic, the Village must continue to take action to further contain and mitigate the local impact of the virus outbreak and provide for the continuity of government, activation of the Village Emergency Operation Plans, provide for the continuation of essential services, qualify for federal and state disaster assistance, and provide for the health and safety of all Village residents; and

**WHEREAS**, the Mayor and Board of Trustees find that it is in the best interests of the Village of Park Forest, its residents, and of the public health and safety to approve the extension for the Declaration of Local State of Emergency and the activation of local disaster and emergency provisions allowed by State and local law during the current state of emergency within the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

**SECTION 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2.** The findings, authorizations, and the declaration of a local state of emergency and local disaster pursuant to Resolution Number R-20-10, a *Resolution Pertaining to a Local Disaster and State of Emergency Due to the COVID-19 Pandemic*, passed by the Village Board on April 6, 2020, and pursuant to Resolution No. R-20-17, passed by the Village Board on May 4, 2020, are hereby ratified, affirmed, and extended until the next meeting of a quorum of the Village Board is held, at which time said resolution may be continued or extended by further act of the Village Board. Any Resolutions approving the renewal and continuation of the local state of emergency and declaration of a local disaster related to the COVID-19 Pandemic are hereby ratified and affirmed.

**SECTION 3.** The Standards and Declaration of Local State of Emergency executed and issued by the Mayor on April 6, 2020, and any subsequent re-proclamations and declarations of a local state of emergency related to the COVID-19 Pandemic issued or re-issued by the Mayor, are hereby approved, ratified, and attached hereto and incorporated herein as “**Exhibit A.**” The Re-proclamation and Declaration of a Local State of Emergency related to the COVID-19 Pandemic executed and issued on May 5, 2020 shall be in continuous effect for 30 days following its execution and issuance, subject to re-approval or further action by the Village Board at any regular meetings of the Village Board held prior to its expiration.

**SECTION 4.** The Mayor is further authorized to exercise the emergency powers granted

to him/her, pursuant to Resolution Numbers R-20-10 and R-20-17, as renewed, re-approved, and continued by the Village Board, and Chapter 34, Article I of the Code of Ordinances of the Village of Park Forest, as amended. The State of Emergency and the Emergency Powers granted therein shall be in continuous effect until the next meeting of a quorum of the Village Board is held, at which time it may be continued or extended by further act of the Village Board.

**SECTION 5.** This Resolution shall be in full force and effect immediately from and after its passage due to its emergency nature.

*[Remainder of Page Intentionally Left Blank]*

**PASSED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to roll call vote, as follows:

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Present</b>
Tiffani Graham				
Maya Hardy				
Candyce Herron				
Glenna Hennessy				
Theresa Settles				
Joseph Woods				
<b>TOTAL:</b>				

**APPROVED** by the Mayor of the Village of Park Forest, Cook and Will Counties, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Jonathan Vanderbilt, Mayor

\_\_\_\_\_  
Sheila McGann, Clerk

**Re-Proclamation and Declaration  
of Local State of Emergency**

State of Illinois  
Counties of Cook & Will  
Village of Park Forest

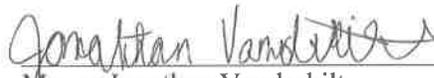
On April 6, 2020, I, JONATHAN VANDERBILT, Mayor of the Village of Park Forest, declared that a Local State of Emergency pursuant to the Illinois Municipal Code (65 ILCS 5/11-1-6), the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Chapter 34, Article I, as amended, of the Code of Ordinances for the Village of Park Forest.

I declare, that based upon the Gubernatorial Disaster Proclamation (and any subsequent extensions thereof), the Executive Orders issued by the Governor of the State of Illinois related to the COVID-19 Pandemic, and all further developments related to the COVID-19 Pandemic, that a Local State of Emergency continues to exist of this date, **May 5, 2020**, and shall continue until such time as prescribed by law. The original Statement of Standards and Declaration of Local State of Emergency issued April 6, 2020, including all attachments and exhibits, and any Re-Proclamations and Declarations of Local State of Emergency, are hereby re-adopted and incorporated herein by reference. The Local State of Emergency re-proclaimed herein shall be in continuous effect for the next 30 days, subject to re-approval by the Village Board at any regular meeting of the Village Board prior to its expiration or unless further action is taken by the Village Board or myself.

I further find that all standards prescribed in our local ordinance, as amended, allowing me to continue to Declare a State of Emergency, have been met, including the recitals in the Illinois Gubernatorial Disaster Proclamation and any amendments or extensions made thereto. During the existence of the Local State of Emergency, I shall execute such authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act, and Chapter 34, Article I, as amended, of the Code of Ordinances for the Village of Park Forest.

This Re-Proclamation and Declaration of Local State of Emergency shall be filed with the Village Clerk as soon as practicable.

I, JONATHAN VANDERBILT, whose name is signed to this instrument, being first duly sworn, signed and executed the instrument as the *Re-Proclamation and Declaration of Local State of Emergency* that I signed willingly, and that I executed it as my free and voluntary act for the purposes therein expressed.

  
\_\_\_\_\_  
Mayor Jonathan Vanderbilt  
Village of Park Forest

**NOTARY ACKNOWLEDGEMENT**

On this 5<sup>th</sup> day of May, 2020, I personally witnessed the above-named, Mayor Jonathan Vanderbilt, and acknowledged the foregoing to be his free act and deed, before me.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Aug. 5, 2020  
(Seal)

Print Angela R. Thurston



## **AGENDA BRIEFING**

**DATE:** May 13, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

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

**RE:** Award of the FY 20-21 MFT Street Sweeping Maintenance Contract

### **BACKGROUND/DISCUSSION:**

On Tuesday, May 12, 2020 at 3:00 p.m., the Department of Public Works (DPW) opened 3 bids for the FY 20-21 MFT Street Sweeping Maintenance Contract. Invitations to bid were published in the *Daily Southtown* Newspaper, on the Village Website, in the Illinois Department of Transportation Construction Bulletin, and mailed to 5 known bidders. Advanced Sweeping Services, located in East Chicago, Indiana, was the lowest bidder in the amount of \$42,290.55. However, the State of Illinois requires that contractors selected with the use of Motor Fuel Tax (MFT) funds must have an Illinois office location. Therefore, Advanced Sweeping does not qualify for award. Illinois Central Sweeping LLC, located in Tinley Park, IL, was the second lowest bidder in the amount of \$47,902.00. See attached Tabulation of Bids.

This maintenance contract will provide for 4 Village wide sweeps, 2 Village owned parking lot sweeps, 2 Old Plank Rd. Bike Trail sweeps, and any emergency sweeping throughout the next fiscal year. On March 17th, the Village Board approved a Motor Fuel Tax General Maintenance Resolution in the amount of \$523,637.50, from July 1, 2020 to June 30, 2021, where funds are budgeted for this work.

Illinois Central Sweeping LLC is the current contractor and has performed street sweeping work for the Village before and has satisfactorily completed all items under past contracts. DPW may adjust any of the scheduled quantities of work and payment to the contractor will be made only for actual quantities of work performed and accepted.

**RECOMMENDATION:** Award the FY 20-21 MFT Street Sweeping Maintenance Contract to Illinois Central Sweeping LLC, of Tinley Park, IL, in the amount of \$47,902.00 and authorize the Village Manager to enter into a Contract with Illinois Central Sweeping LLC for this work.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Special Rules Meeting of May 18, 2020 for your discussion.



## **AGENDA BRIEFING**

**DATE:** May 12, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

**FROM:** Nicholas Christie – Assistant Village Engineer - DPW

**RE:** Contract for Fiscal 2021 Residential Water Shut Off Valve Replacement

### **BACKGROUND/DISCUSSION:**

Often, DPW is required to turn off water to residential homes by using the water valve on the outside service line, commonly referred to as a b-box. However, as the Village ages, these valves will occasionally not function for a variety of reasons including seizure from non-use and ground shift. In these cases, DPW will need to replace the valves.

For many years, there was an excessive list of b-boxes needing replacement that staff could not keep up with. So, in the spring of 2016, it was decided to start to contract out some of this work. Since that point, over 500 b-boxes to date have been replaced by contractors. However, a list of over 400 still remain to be replaced. Therefore, DPW once again bid the residential water shut off valve replacement contract.

On Tuesday, May 12, 2020 at 2:30 p.m., the Department of Public Works opened 3 bids for the Fiscal 2021 Residential Water Shut off Valve Replacement Contract. Invitations to bid were published in the Daily Southtown Newspaper and on our website. A total of 10 qualified bidders requested access to view the Bid documents. Calumet City Plumbing., located in Calumet City, IL, was the lowest bidder in the amount of \$127,050.00. See attached Bid Tab.

Calumet City Plumbing has performed this contract for the Village the past four years and we are satisfied with their work. Funds for the work are located in the Water Fund in Fiscal 2021 budget.

**RECOMMENDATION:** Award the 2021 Residential Water Shut off Valve Replacement contract to Calumet City Plumbing, located in Calumet City, IL, and authorize the Village Manager to enter into said contract in the amount of \$127,050.00 with a 10% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$139,755. While the contract proposes to replace 105 valves over the Fiscal year, the contingency reflects that it is in the interest of the Village to replace as many as possible within the constraints of the Budget.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Special Rules Meeting of May 18<sup>th</sup> for your discussion.

Park Forest Public Works  
 350 Victory Drive  
 Park Forest, IL 60466

Fiscal 2021 Residential Water Shut Off Replacement Bid Tabulation

5/12/2020

			Gino's Heating/ Plumbing 2840 South 12th Ave. Broadview, IL 60155		Calumet City Plumbing 281 River Oaks Drive Calumet City, IL 60409		M & J Underground 26603 S. Governors Hwy. Monee, IL 60449	
	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Single Water Shut Replacement	25	EA.	\$5,168.00	\$129,200.00	\$1,890.00	\$47,250.00	\$2,100.00	\$52,500.00
Duel Water Shut Replacement	40	EA.	\$5,944.00	<u>\$237,760.00</u>	\$1,995.00	<u>\$79,800.00</u>	\$2,225.00	<u>\$89,000.00</u>
			Total	<b>\$366,960.00</b>	Total	<b>\$127,050.00</b>	Total	<b>\$141,500.00</b>

**AGENDA BRIEFING**

**DATE:** May 13, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

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

**RE:** Approval of a Phase 2 Engineering Services Agreement (ESA) for the addition of a sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit

**BACKGROUND/DISCUSSION:**

IDOT recently made revisions and updates to project guideline manuals regarding Qualifications Based Selection (QBS) process to procure engineering services. This process allows for open and public solicitation for engineering services based on qualifications of an engineering firm versus costs to complete a job. DPW followed the process and set criteria for evaluations for several qualified consultants. Through this process, DPW selected Baxter and Woodman to provide Phase 2 Engineering Services for the addition of a sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit.

This item consists of approval of a Phase 2 Engineering Services Agreement between the Village and Baxter and Woodman Engineering, of Mokena IL, that will be eligible for federal cost participation. This agreement will secure the Phase 2 Engineering services which include, but are not limited to: field topography, soil investigations, complete plans and specifications, project coordination meetings, and other items related to this Phase.

These services will be funded 100% by the Village’s General Fund and then reimbursed 80% back by IDOT through the CMAQ program and 20% by the RTA.

The total estimated costs for this Phase are as follows:

	Federal Share 80%	RTA Share 20%	Estimated Total
Phase 2 Engineering	\$ 16,000	\$ 4,000	\$ 20,000
<b>Total</b>	<b>\$ 16,000</b>	<b>\$ 4,000</b>	<b>\$ 20,000</b>

**RECOMMENDATION:** Approve and enter into this Phase 2 Engineering Services Agreement for Federal Participation with Baxter and Woodman of, Mokena, IL, in the amount not to exceed \$20,000 for work associated with sidewalk improvements along Rte. 30.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Special Rules Meeting of May 18, 2020 for your discussion.

Local Public Agency Village of Park Forest	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Baxter & Woodman, Inc.
County Cook				Address 8840 West 192nd Street
Section 19-00105-00-SW				City Mokena
Project No. DKEY(561)				State IL
Job No. D-91-455-20				Zip Code 60448
Contact Name/Phone/E-mail Address Nicholas Christie, PE, CFM 708-503-7702 nchristie@VOPF.com	Contact Name/Phone/E-mail Address Christine Code, P.E. 815-459-1260 ccode@baxterwoodman.com			

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

#### Project Description

Name US Route 30 (Lincoln Highway) Route FAP 353 Length 0.47mi Structure No. N/A  
Termini Orchard Drive to Rockwell Street

Description Preliminary Engineering (Phase II) for sidewalk installation along the south side of US Route 30 from Orchard Drive to the eastern Village corporate limits. The sidewalk will be constructed entirely within Village property along US 30 and outside of State right-of-way; ENGINEER's Project No. 200138.40.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LPA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$17,930.00
Sub-Consultants:	TIN Number	Agreement Amount
Soil and Materials Consultants	36-3094075	\$2,070.00
Sub-Consultant Total:		\$17,930.00
Prime Consultant Total:		\$2,070.00
Total for all Work:		\$20,000.00

Executed by the LPA:

Village of Park Forest

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

Baxter & Woodman, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Deputy Secretary

Title: Executive Vice President/COO

Exhibit A - Preliminary Engineering  
**PRELIMINARY ENGINEERING**  
**US Route 30 - Orchard Drive to Rockwell Street**  
**Exhibit A**

Route: **US Route 30**  
 Local Agency: **Village of Park Forest**  
(Municipality)  
 Section: **19-00105-00-SW**  
 Project: **DKEY(561)**  
 Job No.: **D-91-455-20**

*Firm's approved rates on file with <b>Bureau of Accounting and Auditing:</b>	
<b>Overhead Rate</b>	146.58%
<b>Complexity Factor</b>	0.00
<b>Calendar</b>	

Method of Compensation:  
 Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
Early Coordination		14		563.00	825.25			201.30	1,589.55
Topographic Survey		16		578.16	847.47		137.45	226.65	1,789.73
Meetings		6		134.82	197.62		107.30	63.76	503.50
Estimate of Cost and Time	Payroll	16	Payroll	619.80	908.50			221.60	1,749.90
Specifications	Rates	12	Rates	473.12	693.50			169.16	1,335.78
Roadway Design		18		751.46	1,101.49			268.68	2,121.63
Erosion Control Plans		14		507.66	744.13			181.51	1,433.29
Cross Section Design		26		1,044.82	1,531.50			373.57	2,949.89
Detailed Drawings		12		514.90	754.74			184.10	1,453.74
Utility Coordination		5		25.00	36.65			8.94	70.59
QA/QC		4		159.91	234.40		7.94	58.33	460.58
Assist Bidding		7		220.12	322.65			78.70	621.47
Manage Project		15		543.92	797.28		94.00	208.10	1,643.30
Geotechnical Report		2		73.34	107.50	2,070.00		26.22	2,277.06
<b>TOTALS</b>		<b>167</b>		<b>6,210.03</b>	<b>9,102.66</b>	<b>2,070.00</b>	<b>346.69</b>	<b>2,270.62</b>	<b>20,000.00</b>

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):

VEHICLE EXPENSES - TRAVEL, 312 @ \$0.575/MILE	\$179.75
POSTAGE	\$94.00
SURVEY VAN DAILY USAGE	\$65.00
COPIES	\$7.94

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):

SOIL AND MATERIAL CONSULTANTS	\$2,070.00
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### AVERAGE HOURLY PROJECT RATES

**FIRM** Baxter & Woodman, Inc.  
**PSB** N/A  
**PRIME/SUPPLEMENT** PRIME

**DATE** 03/11/20

**SHEET** 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination			Topographic Survey			Meetings			Estimate of Cost and Time			Specifications		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.82	0																	
Vice President	68.50	0																	
Engineer V	64.37	0																	
Engineer IV	53.19	4	2.40%	1.27															
Engineer III	44.94	45	26.95%	12.11	6	42.86%	19.26	2	12.50%	5.62	6	50.00%	22.47	4	25.00%	11.24	4	33.33%	14.98
Engineer II	36.67	75	44.91%	16.47	8	57.14%	20.95	4	25.00%	9.17				12	75.00%	27.50	8	66.67%	24.45
Engineer I	29.95	0																	
Environment Scientist V	54.52	0																	
Environment Scientist IV	42.00	0																	
Engineer Tech V	50.96	0																	
Engineer Tech IV	45.24	0																	
Engineer Tech III	35.70	0																	
Engineer Tech II	26.09	0																	
Admin Support III	31.64	6	3.59%	1.14															
Admin Support II	27.84	0																	
Admin Support I	19.28	5	2.99%	0.58															
Project Surveyor	34.16	32	19.16%	6.55				10	62.50%	21.35									
CADD Technician III	46.39	0																	
CADD Technician II	40.19	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		167	100%	\$38.11	14	100.00%	\$40.21	16	100%	\$36.14	6	50%	\$22.47	16	100%	\$38.74	12	100%	\$39.43







## Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Park Forest  
 Section Number 19-00105-00-SW  
 Project Number DKEY(561)  
 Job Number D-91-455-20

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$40,000.

Form Not Applicable (engineering services less than \$40,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>2/7/2020</u> Method(s) used for advertisement and dates of advertisement: <u>Village Website</u> <u>01/17/2020</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> </tr> <tr> <td><u>Related Project Experience</u></td> <td><u>20 %</u></td> <td><u>IDOT and SSMMA Experience</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>Exp. Managing CMAQ funds</u></td> <td><u>20 %</u></td> <td><u>Ability to meet goals/schedule</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>Project Understanding and</u></td> <td>_____ %</td> <td><u>Southland local presence</u></td> <td><u>10%</u></td> </tr> <tr> <td><u>Technical Approach</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Related Project Experience</u>	<u>20 %</u>	<u>IDOT and SSMMA Experience</u>	<u>15%</u>	<u>Exp. Managing CMAQ funds</u>	<u>20 %</u>	<u>Ability to meet goals/schedule</u>	<u>15%</u>	<u>Project Understanding and</u>	_____ %	<u>Southland local presence</u>	<u>10%</u>	<u>Technical Approach</u>	<u>20 %</u>	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Related Project Experience</u>	<u>20 %</u>	<u>IDOT and SSMMA Experience</u>	<u>15%</u>																		
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<u>Project Understanding and</u>	_____ %	<u>Southland local presence</u>	<u>10%</u>																		
<u>Technical Approach</u>	<u>20 %</u>	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Roderick Ysaquirre (Village Engineer/DPW)</u> <u>and Nick Christie (Asst DPW)</u> Top three consultants selected for this project in order: 1) <u>Baxter and Woodman, Inc.</u> 2) <u>V3 Engineering</u> 3) <u>CERA Engineering</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				



**US ROUTE 30 SIDEWALK IMPROVEMENTS  
PHASE II ENGINEERING SERVICES  
VILLAGE OF PARK FOREST**

**EXHIBIT D  
SCOPE OF SERVICES**

**LOCATION:**

This project is located on US Route 30 (Lincoln Highway) from (Orchard Drive to Rockwell Street) within the Village of Park Forest for a project length of 2,500 feet (0.47 miles).

**PROJECT UNDERSTANDING:**

The work included in the project consists of completing Phase II design plans, specifications, and bidding documents.

The project will be primarily funded by Congestion Mitigation and Air Quality (CMAQ) funds with a local match from the Regional Transportation Authority (RTA) and be processed through the IDOT District 1 Bureau of Local Roads and Streets.

**SCOPE OF SERVICES:**

1. EARLY COORDINATION

- *Agency Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the South Suburban Mayors and Managers Association Chicago Metropolitan Agency for Planning and Illinois Department of Transportation.
- *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Observe and photograph the project area and immediate surroundings.

2. TOPOGRAPHIC SURVEY

- *Supplemental Survey:* Provide additional topographic survey for areas along the project site. These areas include the previously constructed areas along US 30 from Orchard Drive to the eastern Village corporate limits where the earthen ground was graded for future sidewalk installation. Additional survey required south at the Village limits to Farragut Street.

3. MEETINGS

- *Meetings:* The following meetings are anticipated for this project:
  - IDOT (2) (Kickoff and Review)
  - Village (3): (kickoff, Preliminary and Prefinal)

- Utility Coordination Meetings (1)
- Plan in Hand Field Review (1)

4. PLAN PREPARATION

- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- *Specifications:* Prepare special provisions in accordance with VILLAGE guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- *Roadway Design:* Prepare plan and profile sheets for the sidewalk design including improvement limits, stations and offset callouts, construction limit locations and right of way breaks, sidewalk improvements, utility structure adjustments, pavement marking, and note special instructions to the Contractor. The drainage will be analyzed to ensure that no water will be trapped between the new sidewalk and roadways. Separate removal sheets will be prepared for this project.
- *Erosion Control Plans:* Prepare an erosion control plan for the improvement.
- *Cross Section Design:* Design roadway cross sections at 50-foot intervals and all cross streets, driveways and cross-road culverts. Compute earthwork calculations.
- *Detailed Drawings:* Complete required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, Grading, Pavement Markings, Landscaping, and Cross Sections.
- *Utility Coordination:* Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the LA. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

5. QA/QC

- Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

6. ASSIST BIDDING

- Provide design assistance and clarification for bid documents. Assist the IDOT with coordination and scheduling during the bid process.

7. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with VILLAGE and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the VILLAGE.
- *Deliverables:* The following is a list of anticipated final deliverables to the VILLAGE for this project:
  - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
  - *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

8. GEOTECHNICAL REPORT

- A. *Soil Borings:* Utilize Soil and Material Consultants to collect 5-foot pavement borings at 500-foot spacing, obtain topsoil thicknesses and pH samples within the project limits. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines. Baxter & Woodman will provide a core location map prior to this work. (8 soil borings and pH samples estimated)
- B. *Clean Construction or Demolition Debris (CCDD):* The Village will provide a completed IEPA Form 662. The contractor will provide testing during construction to comply with Form 663. CCDD testing and completion of Form 663 is not included in this scope and the amount of potentially contaminated soils will be determined during construction.



Office: 847-870-0544  
Fax: 847-870-0661  
us@soilandmaterialconsultants.com  
www.soilandmaterialconsultants.com

March 11, 2020  
Proposal No. 18,206  
Revised

Ms. Christine A. Code, P.E.  
Baxter & Woodman, Inc.  
8840 West 192<sup>nd</sup> Street  
Mokena, IL 60448

Re: Geotechnical Investigation  
US Route 30 Sidewalk Improvements  
Park Forest, Illinois

Dear Ms. Code:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and geotechnical report on the above project.

#### Field Investigation

We propose the layout of 5 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet to depths of 5.0 feet. Additional boring depth and sampling may be provided if weak or unsuitable soil conditions are encountered. Borings may be terminated at shallower depths if refusal is encountered.

#### Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength. Additionally, pH testing will be provided on select soil samples from each boring.

#### Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

---

8 W. COLLEGE DR. ● SUITE C ● ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS ● SITE INVESTIGATIONS ● PAVEMENT INVESTIGATIONS ● GEOTECHNICAL ENGINEERING  
TESTING OF ● SOIL ● ASPHALT ● CONCRETE ● MORTAR ● STEEL

Charges

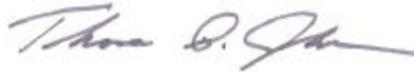
Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.  
President

TPJ:dd

Proposal Accepted By:

Client \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION**

**Field**

Boring Layout	4 hr.	\$	96.00 /hr.	\$	384.00
Utility Location	1 hr.	\$	96.00 /hr.	\$	96.00
Mobilization	1	\$	Lump Sum	\$	300.00
Drilling (5 @ 5.0')	25 ft.	\$	14.00 /ft.	\$	350.00
Split Barrel Sampling	10 ea.	\$	10.00 ea.	\$	100.00

**Laboratory**

Moisture Content					
Unit Weight	1	\$	Lump Sum	\$	180.00
Unconfined Compressive Strength					
pH	5 ea.	\$	20.00 ea.	\$	100.00

**Report**

Senior Engineer (P.E.)	4 hr.	\$	140.00 /hr.	\$	560.00
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Estimated Total Cost: \$ 2,070.00

## TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

### GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

### TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

**AGENDA BRIEFING**

**DATE:** May 13, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

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

**RE:** Approval of a Local Public Agency Agreement for Federal Participation for Phase 2 Engineering of the addition of sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit.

**BACKGROUND/DISCUSSION:**

The Village was included in the Regional Transportation Authorities (RTA) “Access to Transit” Grant. Under the program, a sidewalk will be installed along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit. The program consists of an 80% Federal (CMAQ) / 20% RTA cost participation for all project phases except Phase 1 engineering. The Village has already completed Phase 1.

This Agenda item consists of an agreement between the State of Illinois and the Village that outlines the cost participation commitments for Phase 2 Engineering. The Village will use General funds to pay 100% of Engineering costs and then request 80% reimbursement from the State (CMAQ Funds) and 20% reimbursement from the RTA.

The total estimated costs for these Phases are as follows:

	Federal Share 80%	RTA Share 20%	Estimated Total
Phase 2 Engineering	\$ 16,000	\$ 4,000	\$ 20,000
<b>Total</b>	<b>\$ 16,000</b>	<b>\$ 4,000</b>	<b>\$ 20,000</b>

**RECOMMENDATION:** Approve and enter into this Local Public Agency Agreement for Federal Participation for Phase 2 Engineering of the addition of sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Special Rules Meeting of May 18, 2020 for your discussion.



LOCAL PUBLIC AGENCY

Local Public Agency: Village of Park Forest; County: Cook; Section Number: 19-00105-00-SW

Fund Type: CMAQ; ITEP, SRTS, HSIP Number(s): ; MPO Name: CMAP; MPO TIP Number: 07-19-0033

Construction on State Letting, Construction Local Letting, Day Labor, Local Administered Engineering, Right-of-Way

Construction, Engineering, Right of Way job numbers and project numbers

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

LOCATION

Local Street/Road Name: US Route 30 (Lincoln Highway); Key Route: FAP 0353; Length: 0.45 Mi.; Stationing: From 5.33 To 5.78

Location Termini: Orchard Drive to Brookwood Drive

Current Jurisdiction: Village of Park Forest; Existing Structure Number(s): ; Add Location, Remove buttons

PROJECT DESCRIPTION

Phase II Engineering - sidewalk installation along the south side of US Route 30 from Orchard Drive to the eastern Village corporate limits.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One
METHOD A - Lump Sum (80% of LPA Obligation)
METHOD B - Monthly Payments of
METHOD C - LPA's Share divided by estimated total cost multiplied by actual progress payment.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

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

X	1. Location Map
X	2. Division of Cost
- X	3. GATA Reporting
Add Row	

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Jonathan Vanderbilt

Title of Official

Village President

Signature

Date

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The above signature certifies the agency's Tin number is 366006040 conducting business as a Governmental Entity.

Duns Number 079761573

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

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By:

Director of Planning & Programming

Date

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Director of Planning & Programming

Date

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Philip C. Kaufmann, Chief Counsel

Date

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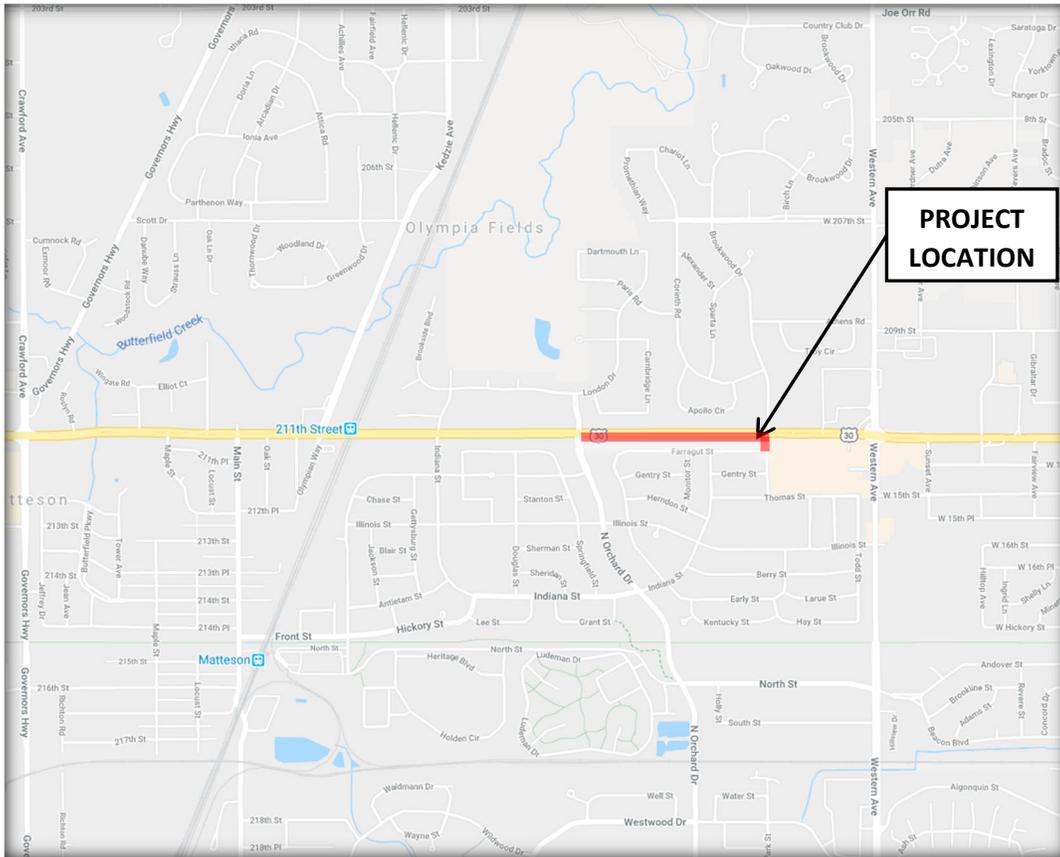
Joanne Woodworth, Acting Chief Fiscal Officer

Date

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

## Location Map



**US Route 30 (FAP 353/Lincoln Highway) Access to Transit Sidewalk  
Section No. 19-00105-00-SW  
Village of Park Forest  
Cook County**

Figure 1

**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number
Village of Park Forest	Cook	19-00105-00-SW

<b>Construction</b>	<b>Engineering</b>	<b>Right of Way</b>
Job Number	Job Number	Job Number
Project Number	Project Number	Project Number
	D-91-455-20	DKEY(561)

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Preliminary Engineering	CMAQ	\$16,000.00	*				LOCAL	\$4,000.00	BAL	\$20,000.00
-										
-										
-										
-										
-										
-										
-										
-										
<b>Total</b>		<b>\$16,000.00</b>		<b>Total</b>			<b>Total</b>	<b>\$4,000.00</b>		<b>\$20,000.00</b>

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 \*MAXIMUM FHWA (CMAQ) PARTICIPATION 80% NOT TO EXCEED \$16,000

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

## Addendum 3

### Grant Accountability and Transparency Act (GATA)

#### Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx> )

## **AGENDA BRIEFING**

DATE: May 12, 2020

TO: Mayor Vanderbilt  
Board of Trustees

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

SUBJECT: Award of Contracts for Water Treatment Chemicals

### **BACKGROUND/DISCUSSION:**

On Tuesday, May 12, 2020, at 2:00 P.M., the Department of Public Works opened 8 bids for the annual supply of Water Treatment Chemicals for use at the Water Treatment Plant. The bid was advertised in the Daily South Town newspaper, mailed directly to 16 known suppliers, and advertised on the Village website. Due to the various chemicals needed for water treatment, the bids are advertised so that each chemical can be awarded separately to any lowest bidder. There were two bidders for Carbon Dioxide, two bidders for Bulk Soda Ash, and four bidders for Quicklime. See attached bid tab.

Due to variations in water demand over the course of a year, the water plant may be required to produce more or produce less water to meet demand. Therefore, DPW included a contract provision stating that, “The Village may increase or decrease final quantities by 25% without change in unit prices.” Below is a breakdown of chemicals, lowest bidders, and costs.

- Carbon Dioxide is used to reduce the pH and stabilize the water after lime softening. Praxair is the lowest bidder in the amount of \$100.00/ton totaling \$32,400. The current unit price is \$107/ton.
  
- Soda Ash is used to remove non carbonate hardness in the raw water and thereby help remove water hardness in the treatment process. Univar USA is the lowest bidder in the amount of \$458/ton totaling \$366,400.00. Current unit price is \$438.00/ton.
  
- High Calcium Quicklime (Calcium Oxide) is used in the water softening process at the Water Plant to remove water hardness and high levels of calcium found in the raw water drawn from the wells. Graymont Western Lime is the lowest bidder in the amount of \$163/ton totaling \$163,000. Current unit price is \$162/ton.

- Blended Polyphosphate is used to control corrosivity in the water supply. The version DPW currently uses, WSU 358, is made by Water Solutions Unlimited. Other versions of blended polyphosphates have separate chemical formulations that have the potential to negatively affect the corrosivity of the water. Therefore, DPW would like to continue purchasing from Water Solutions Unlimited and has negotiated a purchase agreement with no increase from last fiscal year. The attached letter agrees to continue the cost from last fiscal year at \$2.50/pound totaling \$30,000.00.

Purchases for these materials will begin July 1, 2020, therefore these purchases will be paid from the FY 21 Water Fund.

**RECOMMENDATION:** Award the contract to supply water chemicals to: Praxair for Bulk Carbon Dioxide, Univar USA for Bulk Soda Ash, Graymont Western Lime for High Calcium Quicklime; and Water Solutions Unlimited for Blended Polyphosphate at the contract total prices and authorize the Village Manager to enter into a contract with said suppliers.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules Meeting of May 18, 2020, for your discussion.

	COMPANY	BULK CARBON DIOXIDE		BULK SODA ASH-LIGHT		QUICKLIME	
		324	Tons	800	Tons	1000	Tons
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
		PRICE	BID	PRICE	BID	PRICE	BID
1	Univar, USA			\$458.00	\$366,400.00		
2	Mississippi Lime					\$266.04	\$266,040.00
3	Praxair	\$100.00	\$32,400.00				
4	Brenntag Mid-South			\$469.00	\$375,200.00		
5	Carmeuse Lime					\$262.54	\$262,540.00
6	Graymont					\$163.00	\$163,000.00
7	Air Products*	\$103.00	\$33,372.00				
8	Lhoist					\$257.71	\$257,710.00

\* Total Bid was calculated incorrectly. DPW held unit price



February 25, 2020

Dave Vavrek

Village of Park Forest

350 Victory Dr.

Park Forest, IL 60466

Dave,

Water Solutions Unlimited would like to guarantee the current price for the Phosphate and Fluoride that we are selling you for another year, good until June 2021.

Phosphate (WSU 358): 50 pound bags @ \$2.50/lb.

Fluoride: 2623 pound totes @ \$.48/lb.

As always, we appreciate your business and will continue to help with any testing and concerns Park Forest may have to assure the best drinking water possible.

Thank you,

Amy Bagley

Mark McKee

Water Solutions Unlimited

[getwsu.com](http://getwsu.com)  
1-800-359-3570  
P.O. Box 157  
8824 Union Mills Drive  
Camby, IN 46113

## AGENDA

### REGULAR MEETING OF THE BOARD OF TRUSTEES HELD REMOTELY PUBLIC NOTICE POSTED AT THE VILLAGE HALL 350 VICTORY DRIVE, PARK FOREST, ILLINOIS

**CONFERENCE CALL**

**6:00 p.m.**

**May 18, 2020**

Roll Call

Reports of Village Officers

Mayor

Village Attorney

Village Manager

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions\*

Motion: Approval of Consent

CONSENT:

1. A Resolution Approving Renewal and Continuation of a Local Disaster and State of Emergency Within the Village of Park Forest in Response to the COVID-19 Pandemic

Appointments

DEBATABLE:

2. An Ordinance Approving a Special Use Permit in the M, Manufacturing Zoning District to Permit an Adult-Use Cannabis Craft Grower at 80-90 North Street (First Reading)
3. An Ordinance Amending Ordinance No. 2116 Adopting the Annual Budget for the Year Commencing July 1, 2019 and ending June 30, 2020 (First Reading)

Adjournment

**NOTE – DUE TO COVID-19,  
THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL**

**\*Public comment can be sent prior to the phone conference Board Meeting via email to [tmick@vopf.com](mailto:tmick@vopf.com) by 3 pm the day of the meeting and public comments will be read during the public meeting**

**\*\*A record of all action (if any) taken during the Board Meeting will be made available upon request.**

NOTE: Copies of Agenda Items are Available on the Village website at [www.villageofparkforest.com](http://www.villageofparkforest.com)

## **MOTIONS**

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

1. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Approving Renewal and Continuation of a Local Disaster and State of Emergency Within the Village of Park Forest in Response to the COVID-19 Pandemic

MOVED, that the Mayor and Board of Trustees appoint Dennis Farmer, 21 Cunningham, to the Board of Fire and Police Commissioners for a term to expire on December 31, 2022.

May 18, 2020