

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

Village Hall- Boardroom

7:00 p.m.

September 29, 2020

Roll Call

1. Contract to purchase one Wallace & Tiernan Rectifier/Transformer for #1 OSEC System
2. Approval of Twenty-eight (28) APX6000 Police Radios
3. A Resolution committing the Village of Park Forest to a twenty percent match if awarded “ITEP” funds in regard to Engineering Services related to design of a Multi-Use path along 26th Street and connecting to the Thorn Creek Trail
4. An Ordinance Authorizing the sale of Real Estate commonly known as 336 Early Street in the Village of Park Forest, Cook and Will Counties, Illinois
5. An Ordinance Authorizing the sale of Real Estate commonly known as 305 Sauganash Street in the Village of Park Forest, Cook and Will Counties, Illinois
6. A Resolution Revising the Rules of Order and Procedure of the Mayor and Board of Trustees

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, in-person attendance of the Meeting has been deemed unfeasible; All public comment can be sent prior to the phone conference Board Meeting, via email to tmick@vopf.com, by 3 pm the day of the meeting; Public comments received via email will be read during the public meeting.**

****A record (verbatim recording) of all action (if any) taken during the Board Meeting in open session will be made available upon request.**

*****This meeting will be broadcast live, and recorded, on the local cable access channels in Park Forest (channel 4 for Comcast subscribers & channel 4 for AT&T U-Verse subscribers) and will be streamed live, and subsequently archived, on the Village website at www.villageofparkforest.comNOTE: Copies of Agenda Items are Available on the Village website at www.villageofparkforest.com**

AGENDA BRIEFING

DATE: September 22, 2020

TO: Mayor Vanderbilt
Board of Trustees

CC: Tom Mick, Village Manager
Roderick Ysaguirre, Director of Public Works

FROM: David Vavrek, Chief Water Plant Operator

RE: Request to Enter Into a Contract to Purchase One Wallace & Tiernan Rectifier/Transformer for #1 OSEC System.

BACKGROUND/DISCUSSION:

The rectifier at the water treatment plant is the electrical system needed to convert alternating current (AC) to direct current (DC). Direct electrical current is needed for use by the OSEC (On-Site Hypochlorite Generation System) system which is used to generate sodium hypochlorite (bleach). The sodium hypochlorite generated by the OSEC system is stored, pumped, and later injected into both the raw water supply and the final treated water. Sodium hypochlorite is the disinfectant which is used to prevent bacterial contamination in the water supply. A minimum of 0.5 mg/l of free chlorine is what the Illinois Environmental Protection Agency (IEPA) requires to ensure microbiologically clean water for our consumers.

The water plant has two rectifiers and two OSEC systems. Both original OSEC systems have been replaced, and now the rectifier on OSEC #1 has failed, needing extensive repairs to the internal coil transformer system. The water plant is now relying on the second rectifier unit for the production of sodium hypochlorite. If something were to happen to OSEC #2, or its rectifier, the water plant would not be able to disinfect its treated water. Thus is it imperative that the Village be proactive with replacing the rectifier on OSEC unit #1.

The proposed replacement rectifier system will include a new Wallace & Tiernan Transformer: 16 volts at 1,000 Amp DC current, Input: 460 V, 3 Phase, 60 Hertz, 28 Amps, Output: 0-1,000 Amps @ 0-16 Volts DC current, Efficiency: minimum 86% output efficiency, Cabinet: heavy gauge steal with corrosion resistant coated cabinet with air inlet filters and a five (5) year warranty. EVOQUA will also send a representative for a one day on-site start up assistance. The cost of a new rectifier is \$43,725.00. This purchase will be made from the Water Fund: Supply and Purification – Capital Outlays. This item was not budgeted for this current fiscal year however enough savings exist from the other planned capital projects to make this purchase. Delivery is expected in 16 to 18 weeks.

RECOMMENDATION:

Authorize the Village Manager to issue a purchase order to Wallace & Tiernan an EVOQUA Company in the amount of \$43,725.00 for the purchase of a Rectifier/Transformer system. An additional 10% contingency is requested to cover costs for electrical connection, etc. for a total amount not to exceed \$48,097.50

SCHEDULE FOR CONSIDERATION:

This item will appear on the Rules Meeting agenda of Tuesday, September 29, 2020 for Board discussion.

SERVICE/REPAIR PROPOSAL
GAS FEED SYSTEM

| | | | |
|---------------------|---|-------------|----------------------------|
| Project Name: | Park Forest WTP Transformer/Rectifier R | RMA #: | |
| Project Location: | Park Forest, IL | FS #: | |
| Site Contact: | 0 | PO #: | |
| Proposal No.: | 20 OS 007 FV 2 | Customer #: | |
| Proposal Date: | 16-Sep-2020 | Model #: | 3SCEA401610C |
| Sales Manager: | Larry Graff | Serial #: | 79668 |
| Manufacturer's Rep: | None | Warranty: | Outside of warranty period |
| Contact: | n/a | | |
| Phone: | #N/A | | |

SCOPE OF SUPPLY

| Qty | Description | Unit List Price | Unit Net Price |
|-----|--|-----------------|----------------|
| 1 | Transformer/Rectifier, Neeltran, 16V @ 1000A DC | \$43,725.00 | \$43,725.00 |
| | Input: 460V +/-5%, 3 Phase, 60 Hertz, 28 Amps | | |
| | Output: 0-1,000Amps @ 0-16VDC | | |
| | Output Ripple: 5% at rated output and low line | | |
| | Efficiency: Min. 86.0% at rated output | | |
| | Heavy gauge steel with corrosion resistant paint | | |
| | Air inlet filter provided | | |
| | <i>*Replacement of model 3SCEA401610C, Serial No. 79668 per customer request</i> | | |
| 1 | Evoqua Field Service (days) | included | \$0.00 |

CLARIFICATIONS & EXCEPTIONS

| Part | Description |
|------|---|
| | The scope of supply and pricing are based on Evoqua's standard equipment selection, standard terms of sale and warranty terms. Any variations from these standards may affect this quotation. |
| | Estimate subject to negotiation on review of installation by Field Service Technician on arrival at site. Customer to be billed for actual service at the end. |

Replacement parts herein are offered on a Time & Material basis, and whatever quantities of parts are not used in the repair process may be returned to Wallace & Tiernan for credit at the as-sold price. Please ensure to contact Evoqua for an RMA# before returning any parts for credit.

The estimated lead time from date the order is placed is 8 working days

All repairs should be completed within 60 days from date of parts shipment, and all parts returned for credit must be in new, unused condition.

All freight costs are the responsibility of the customer for billable repairs. Freight terms are Pre-pay & Add.

Repaired products will be shipped to address provided on RMA form.

Lead time on repair work is approximately 2-4 weeks after receipt of approval pending material availability.

Standard Terms & Conditions of Sale

1-May-15

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR MECHANICAL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

AGENDA BRIEFING

DATE: September 14, 2020

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Christopher B. Mannino, Chief of Police

RE: Acquisition of Twenty-eight (28) APX6000 Police Radios

BACKGROUND/DISCUSSION:

The Police Department's current radio model, the Motorola XTS5000, was provided through a Cook County Department of Homeland Security Grant following national efforts to increase compatible communication systems post 9/11. The current radios were received in 2011. Cook County discontinued providing service to these radios in December of 2018 and Motorola is no longer manufacturing parts or servicing them. Additionally, the Police Department subsequently received notification that as of January of 2021, the Cook County Sheriff's Office is converting to TDMA only talk-groups and eliminating FDMA talk-groups. The current radio, the XTS5000, is an FDMA radio and will therefore become inoperable at the end of January of 2021.

The Police Department is in the process of converting communications inventory to the APX6000 radio, a TDMA radio that is the industry standard and the recommended radio by the Cook County Sheriff's Office, and has determined that we need a total of 45 radio units for optimization of operations. We previously purchased 17 units in the previous fiscal year.

The current cost of purchasing the APX6000 model is approximately \$4,700 per unit, \$600 per unit less than when purchased in fiscal 2019/2020. The Police Department is seeking to purchase twenty-eight (28) APX6000 radios through the Cook County Emergency Telephone System Board (ETSB) to bring total inventory to 45 units before January of 2021. While there is no difference in purchase price from purchasing the radios through Cook County ETSB over purchasing directly from Motorola, Cook County ETSB will program the radios at a discounted price and waive the annual fee for Starcom21, a statewide public safety-trunked radio system that will allow interoperability across the state.

The amount requested to be approved is

Twenty-eight (28) APX6000 700/800 Model 2.5 Portable Motorola Radios @ \$4,695.13 per unit:

| | |
|-------|---------------------|
| Total | \$131,463.64 |
|-------|---------------------|

The Police Department's section of the 2020-21 Budget includes Capital Projects funding of \$30,000 to cover a portion of this cost. Another \$27,000 will be drawn from the State Asset Forfeiture Fund. The remaining \$74,463 will come from any savings which might be available in the Police Department Budget for the current Fiscal Year. In the unlikely case

that there should not be sufficient savings in the Police Department Budget, a budget amendment can be considered later in the Fiscal Year.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the September 29th Rules Meeting for Board discussion.

Billing Address:
 COOK COUNTY EMERGENCY
 TELEPHONE SYSTEM BOARD
 9511 W HARRISON AVE
 DES PLAINES, IL 60016
 US

Shipping Address:
 CHICAGO COMMUNICATIONS
 200 SPANGLER AVE
 ELMHURST, IL 60126
 US

Quote Date:09/10/2020
 Expiration Date:12/09/2020
 Quote Created By:
 Chris Chisnell
 Chris.Chisnell@
 motorolasolutions.com

End Customer:
 COOK COUNTY EMERGENCY
 TELEPHONE SYSTEM BOARD
 Marty Bennett
 martin.bennett@cookcountyil.gov
 312-914-3839

Contract: 35622 - Cook County IL #
 1912-18028

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|------------------------------------|-----|------------|------------|-----------------|
| | APX™ 6000 Series | APX6000 | | | | |
| 1 | H98UCF9PW6BN | APX6000 700/800 MODEL 2.5 PORTABLE | 28 | \$3,026.00 | \$1,936.64 | \$54,225.92 |
| 1a | H869BZ | ENH: MULTIKEY | 28 | \$330.00 | \$211.20 | \$5,913.60 |
| 1b | G996AU | ADD: PROGRAMMING OVER P25 (OTAP) | 28 | \$100.00 | \$64.00 | \$1,792.00 |
| 1c | Q361AR | ADD: P25 9600 BAUD TRUNKING | 28 | \$300.00 | \$192.00 | \$5,376.00 |
| 1d | H38BT | ADD: SMARTZONE OPERATION | 28 | \$1,200.00 | \$768.00 | \$21,504.00 |
| 1e | QA00580AC | ADD: TDMA OPERATION | 28 | \$450.00 | \$288.00 | \$8,064.00 |
| 1f | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 28 | \$515.00 | \$329.60 | \$9,228.80 |
| 1g | Q887AU | ADD: 5Y ESSENTIAL SERVICE | 28 | \$216.00 | \$216.00 | \$6,048.00 |
| 1h | Q629AK | ENH: AES ENCRYPTION AND ADP | 28 | \$475.00 | \$304.00 | \$8,512.00 |
| 1i | QA05570AA | ALT: LI-ION IMPRES 2 IP68 3400 MAH | 28 | \$100.00 | \$64.00 | \$1,792.00 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|------------|------------|-----------------|
| 2 | LSV00Q00202A | DEVICE PROGRAMMING | 28 | \$53.84 | \$53.84 | \$1,507.52 |
| 3 | NNTN8860A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA | 28 | \$165.00 | \$107.25 | \$3,003.00 |
| 4 | PMMN4060B | AUDIO ACCESSORY-HEADSET,PSM IP55 WITH 3.5MM JACK RX 24IN | 28 | \$164.00 | \$106.60 | \$2,984.80 |
| 5 | PMAF4002A | APX 7000 700/800MHZ PSM ANTENNA | 28 | \$12.00 | \$7.80 | \$218.40 |
| 6 | RLN4941A | REC ONLY EARPIECE W/ TRANSLUCET TUBE | 28 | \$71.07 | \$46.20 | \$1,293.60 |

Grand Total

\$131,463.64(USD)

Notes:

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**
- 1.) Customer provides existing programming template. Labor not included to create new programming template.



AGENDA BRIEFING

DATE: September 17, 2020

TO: Mayor Vanderbilt
Board of Trustees

FROM: Nicholas Christie, PE, CFM
Assistant Director of Public Works

RE: Resolution committing the Village of Park Forest to a twenty percent match if awarded "ITEP" funds in regard to Engineering Services related to design of a Multi-Use path along 26th Street and connecting to the Thorn Creek Trail

BACKGROUND/DISCUSSION:

The Illinois Transportation Enhancement Program, ITEP, is a grant program that focuses on enhancements to existing transportation corridors. Example projects include Pedestrian/Bicycle facilities, streetscapes, and scenic overlooks. For this funding cycle, Pedestrian/Bicycle facilities are a strong emphasis. The Village has recently completed Phase 1 engineering for the Forest Boulevard corridor. This project plans to bring a multi-use path from the Village's downtown to Westwood Drive, with the hopes of extending further in the future. Our ITEP application is for Phase One and Two Engineering to extend the proposed multi-use path from the Westwood and Norwood Intersection east down 26th Street and connect to the Thorn Creek Trail east of the Eastgate neighborhood. This project, combined with the Forest Boulevard project, will provide a multi-use path connection from the Village's downtown all the way to the Thorn Creek Trail and provide a much desired pedestrian signalized crossing of Western Avenue south of the railway. This project is consistent with the Village's Comprehensive Housing Plan, adopted in 2018, which notes that the Village "should also address ways to better connect the neighborhood to the rest of the Village. This might include creating a multi-use path along 26th Street so walking and biking to shopping and services in the Village is easier."

ITEP provides a minimum of 80% funding for awarded projects, with the remaining 20% to be paid by the awarded agency. As part of the Village's application, a resolution must be submitted committing to funding the 20% match. As noted, our grant application with ask for funds for Phase 1 and 2 engineering, as well as right of way acquisition, utility relocation, and wetland mitigation. The estimate for this work is \$495,000, making the Village's match \$99,000. It should be noted that the Village may qualify for a reduction of the match, but that will not be known until after award.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Board's Rules Meeting on September 29, 2020.

RESOLUTION No. _____

**A RESOLUTION COMMITTING THE VILLAGE OF PARK FOREST
TO A TWENTY PERCENT MATCH IF AWARDED “ITEP” FUNDS IN REGARD TO
ENGINEERING SERVICES RELATED TO DESIGN OF A MULTI-USE PATH ALONG
26TH STREET AND CONNECTING TO THE THORN CREEK TRAIL**

WHEREAS, the Village is committed to constructing Bicycle and Pedestrian Facilities that serve all of its residents; and

WHEREAS, the Village has completed Phase 1 Engineering on Forest Boulevard that plans to construct a separated multi-use path from the Village’s Downtown District to Westwood Drive; and

WHEREAS, the Village intends to continue this multi-use path along 26th Street to the eastern municipal limits at the Thorn Creek Trail in order to provide resident connectivity to recreational and commercial needs; and

WHEREAS, the proposed 26th Street multi-use path is consistent with the Village’s adopted Comprehensive Housing Plan.

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

Section 1: A Request is hereby made to the Illinois Department of Transportation, Illinois Transportation Enhancement Program (ITEP), in the amount of \$495,000 for Engineering Services (Ph.I/Ph.II) in relation to the Park Forest-26th Street Multi-Use Path Project. The Village hereby commits to allocating up to 20 percent of its municipal funds, or \$99,000, in support of this project.

Section 2: The Village Manager is hereby directed and authorized to sign the Application and various forms contained herein, make all required submissions and do all things necessary to complete the Application for the funds requested in Section 1 of this Resolution, a copy of which Application is on file with the Village Clerk, and, when necessary, the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 3: The Village Manager is hereby authorized to certify that matching funds, which have been identified as supporting the Project as set out within the Application, will be made available upon the approval of the Project by the Illinois Department of Transportation, or the prorated share thereof.

Section 4: The Village Manager is also authorized to provide such additional information that may be required to fulfill the obligations of the grant.

Section 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of _____, 2020.

APPROVED:

Mayor Jonathan Vanderbilt

ATTEST:

Sheila McGann, Village Clerk

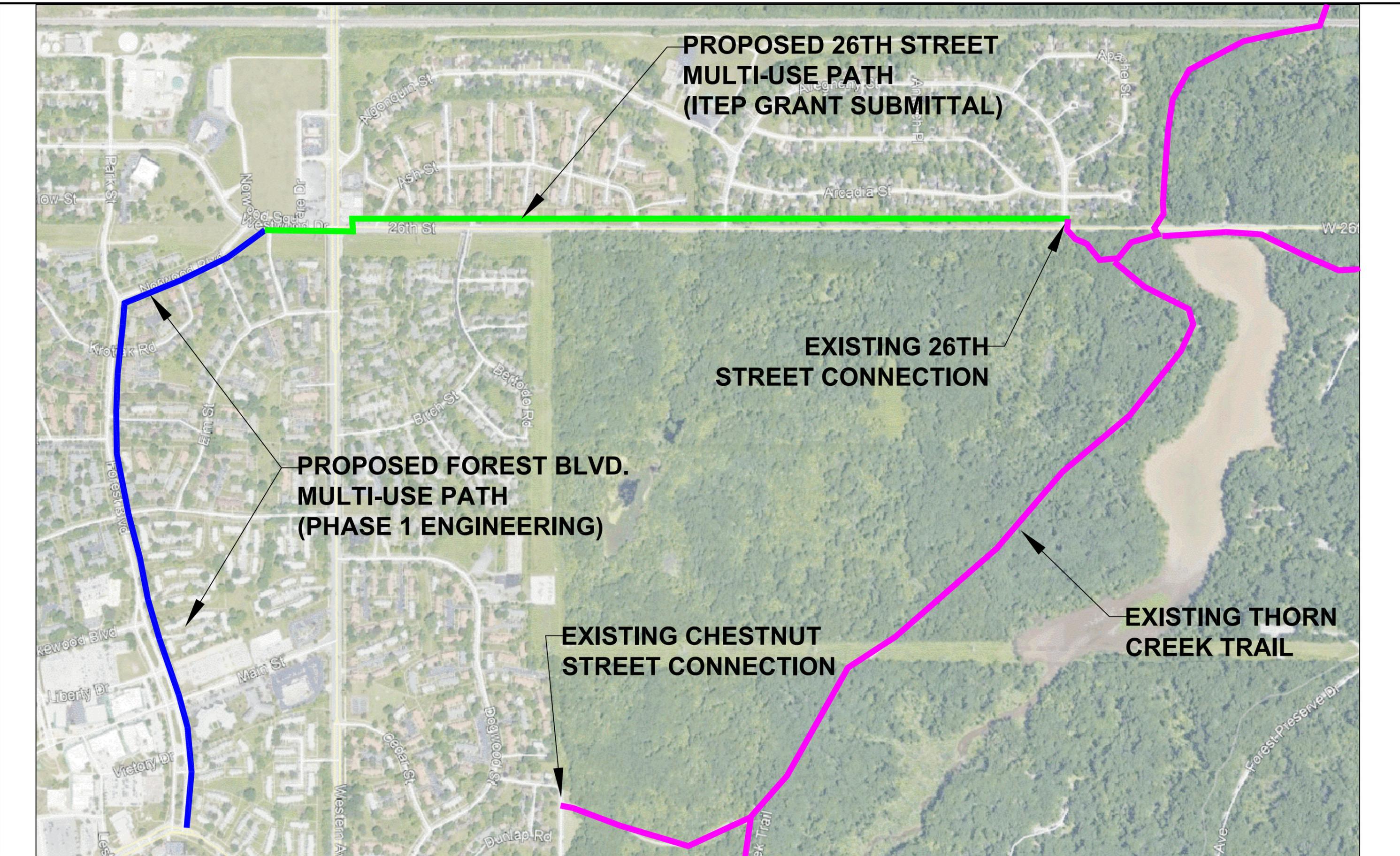
**PROPOSED 26TH STREET
MULTI-USE PATH
(ITEP GRANT SUBMITTAL)**

**EXISTING 26TH
STREET CONNECTION**

**PROPOSED FOREST BLVD.
MULTI-USE PATH
(PHASE 1 ENGINEERING)**

**EXISTING CHESTNUT
STREET CONNECTION**

**EXISTING THORN
CREEK TRAIL**



PROJECT TITLE:
ITEP GRANT SUBMITTAL APPLICATION
PROJECT FILE #: 21-0117-04 DRAWING: MAP.DWG

DRAWN BY: NMC
DESIGNED BY: NMC
CHECKED BY: RAY
DATE: September 21, 2020

REVISIONS
DATE:
DATE:
DATE:

DESC.:
DESC.:
DESC.:
DESC.:

SHEET TITLE:
PROPOSED MULTI-USE PATH NETWORK

SHEET NUMBER
1
TOTAL SHEETS
1

AGENDA BRIEFING

DATE: September 1, 2020

TO: Mayor Vanderbilt
Board of Trustees

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

RE: Approval of an Ordinance Authorizing the Sale of 336 Early Street

BACKGROUND/DISCUSSION:

The South Suburban Trades Initiative (SSTI) was created in 2018 as a collaborative effort of the Village of Park Forest, South Suburban College, and Prairie State College. It has since grown to include the participation of several trade union apprentice programs associated with plumbing, electrical, painting, and pipe-fitters. SSTI is a workforce development and neighborhood stabilization program whereby a long vacant, blighted house is rehabilitated using student and apprentice labor. The program is funded by the Illinois Housing Development Authority's Abandoned Property Program (IHDA-APP) grant for all exterior work, and the Village of Park Forest for all other work, including the services of a contract general contractor.

SSTI began rehabilitation on 336 Early Street, the second house in the program, in August 2019, and the work will be completed in early September 2020. Village Staff proposes to sell the house at this time.

The Village proposes to contract with Mr. David Huerta, a Real Estate Agent with Calumet Region Realty, for the sale of 336 Early Street and 305 Sauganash Street (additional Board agenda item). Mr. Huerta was recommended by the South Suburban Land Bank and Development Authority as one of their approved Real Estate Agents. He will assist with the sale of the two houses currently available, and a new Land Bank approved agent will be selected when the next SSTI house is ready for sale.

As documented from real estate transfer data from the Community Development Department, the real estate market in Park Forest is very healthy right now. Homes are selling quickly, and in many cases for more than the listing price. Therefore, it is important for the Village to be in a position to act quickly when an offer is made on this house. Typically, the process for sale of Village-owned property starts after a buyer is identified, and requires the approval of an Ordinance (and three Board meetings). On the recommendation of the Village Attorney, Staff is requesting prior authorization for the Village Manager to sell this house at a minimum price of \$110,000. The house will actually be listed for \$147,500, but the minimum price gives the Manager flexibility in case the offers are not as anticipated. The total rehabilitation costs for this house have been \$86,553, with \$24,334 of that amount reimbursed by the IHDA-APP grant, making the Village's investment \$62,220. Therefore, if the house sells for the list price of \$147,500, the Village will have a net gain of \$77,905 after the broker's fee and reimbursement of Village expenses, but not accounting for

other closing costs. It is anticipated that these funds will be used to continue the SSTI program on a new house starting immediately.

The Village Attorney prepared the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Agenda of September 29, 2020, for discussion.

ORDINANCE NO.

**A ORDINANCE AUTHORIZING THE SALE OF
REAL ESTATE COMMONLY KNOWN AS
336 EARLY STREET IN THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, Park Forest is the owner of certain real estate commonly known as 336 Early Street, Park Forest, Illinois which is legally described on Exhibit "A" hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Mayor and Board of Trustees have determined that the sale of the Property will promote the economic vitality of the Village and thereby serve a corporate purpose.

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 Park Forest's home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Village Manager is authorized to sell the Property for a gross sales price of not less than one hundred ten thousand dollars (\$110,000.00) subject to such terms and conditions as may be approved by the Village Manager. The Village Manager is also authorized to engage the services of a licensed real estate broker to facilitate the sale of the Property.

SECTION 3: The Village Mayor, Village Clerk, Village Manager, and Village Attorney are authorized to execute such documents as are necessary to effectuate the sale of the Property.

SECTION 4: 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.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Jonathan Vanderbilt
Village Mayor

Sheila McGann
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 16 IN BLOCK 11, IN LINCOLNWOOD SUBDIVISION, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-24-435-019-0000

Common Address: 336 Early Street, Park Forest, Illinois 60466

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

CERTIFICATION

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

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. , “AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE COMMONLY KNOWN AS 336 EARLY STREET IN PARK FOREST, COOK COUNTY, ILLINOIS,” adopted and approved by the Mayor and Board of Trustees of the Village of Park Forest, Illinois on September ____, 2020.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Park Forest, Cook and Will Counties, Illinois this ____day of September 2020.

SHEILA MCGANN
Village Clerk
Village of Park Forest
Cook and Will Counties, Illinois

AGENDA BRIEFING

DATE: September 22, 2020

TO: Mayor Vanderbilt
Board of Trustees

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

RE: Approval of an Ordinance Authorizing the Sale of 305 Sauganash Street

BACKGROUND/DISCUSSION:

The South Suburban Trades Initiative (SSTI) was created in 2018 as a collaborative effort of the Village of Park Forest, South Suburban College, and Prairie State College. It has since grown to include the participation of several trade union apprentice programs associated with plumbing, electrical, painting, and pipe-fitters. SSTI is a workforce development and neighborhood stabilization program whereby a long vacant, blighted house is rehabilitated using student and apprentice labor. The program is funded by the Illinois Housing Development Authority's Abandoned Property Program (IHDA-APP) grant for all exterior work, and the Village of Park Forest for all other work, including the services of a contract general contractor.

The first house to be rehabilitated with SSTI was 305 Sauganash Street. Rehab was completed at that house in September 2019, and for the past year it has been the home of the Village's Greenest Region Corps Member, Haley Crim. Now that Ms. Crim has completed her year of service with the Village, the house can be sold.

The Village proposes to contract with Mr. David Huerta, a Real Estate Agent with Calumet Region Realty, for the sale of 305 Sauganash Street and 336 Early Street (additional Board agenda item). Mr. Huerta was recommended by the South Suburban Land Bank and Development Authority as one of their approved Real Estate Agents. He will assist with the sale of the two houses currently available, and a new Land Bank approved agent will be selected when the next SSTI house is ready for sale.

As documented from real estate transfer data from the Community Development Department, the real estate market in Park Forest is very healthy right now. Homes are selling quickly, and in many cases for more than the listing price. Therefore, it is important for the Village to be in a position to act quickly when an offer is made on this house. Typically, the process for sale of Village-owned property starts after a buyer is identified, and requires the approval of an Ordinance (and three Board meetings). On the recommendation of the Village Attorney, Staff is requesting prior authorization for the Village Manager to sell this house at a minimum price of \$75,000. The house will actually be listed for \$99,200, but the minimum price gives the Manager flexibility in case the offers are not as anticipated. The total rehabilitation costs for this house have been \$84,317, with \$21,903 of that amount reimbursed by the IHDA-APP grant, resulting in total costs for the Village of \$62,414. Therefore, if the house sells for the list price of \$99,200, the Village will have a net gain of \$31,826 after the broker's fee and reimbursement of Village expenses, but not including

other closing costs. It is anticipated that these funds will be used to continue the SSTI program on a new house starting immediately.

The Village Attorney prepared the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Agenda of September 29, 2020, for discussion.

ORDINANCE NO.

**A ORDINANCE AUTHORIZING THE SALE OF
REAL ESTATE COMMONLY KNOWN AS
305 SAUGANASH STREET IN THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, Park Forest is the owner of certain real estate commonly known as 305 Sauganash Street, Park Forest, Illinois which is legally described on Exhibit "A" hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Mayor and Board of Trustees have determined that the sale of the Property will promote the economic vitality of the Village and thereby serve a corporate purpose.

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 Park Forest's home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Village Manager is authorized to sell the Property for a gross sales price of not less than seventy thousand dollars (\$75,000.00) subject to such terms and conditions as may be approved by the Village Manager. The Village Manager is also authorized to engage the services of a licensed real estate broker to facilitate the sale of the Property.

SECTION 3: The Village Mayor, Village Clerk, Village Manager, and Village Attorney are authorized to execute such documents as are necessary to effectuate the sale of the Property.

SECTION 4: 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.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Jonathan Vanderbilt
Village Mayor

Sheila McGann
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 10 IN BLOCK 83, IN VILLAGE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 35 AND THE WEST ½ OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1951 AS DOCUMENT NUMBER 15139014 IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-35-406-010-0000

Common Address: 305 Sauganash Street, Park Forest, Illinois 60466

AGENDA BRIEFING

DATE: September 9, 2020

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

RE: A RESOLUTION REVISING THE RULES OF ORDER AND PROCEDURE OF THE MAYOR AND BOARD OF TRUSTEES RELATED TO APPOINTMENTS TO VOLUNTEER BOARDS & COMMISSIONS

BACKGROUND/DISCUSSION:

The Village Board of Trustees has a longstanding practice of abiding by a codified Rules of Order and Procedure which govern both meeting schedules and meeting protocol. This document is attached.

At a recent Village Board Meeting, a topic was discussed regarding review/appointment procedures for volunteer boards and commissions. Within the Rules of Order and Procedure, Section III, H is as follows and may be the most logical place for an amendment.

H. Appointments shall be submitted by the Mayor for advice and consent by the Board.

Based on Staff's recollection from the recent discussion, the following amendment is being brought forth for discussion.

H. Appointments **to volunteer boards, commissions or committees** shall be submitted by the Mayor for advice and consent by the Board. **Prior to any appointment being listed on a Regular Meeting agenda for vote, the application for such appointment will be shared with the Village Trustees at least 14 days in advance.**

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the September 29, 2020 Rules Meeting for Board discussion.

**A RESOLUTION REVISING THE RULES OF ORDER
AND PROCEDURE OF THE MAYOR AND BOARD OF TRUSTEES**

WHEREAS, with the approval of Resolution R-10-34, the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, adopted Rules of Order and Procedure to govern the deliberations, meetings, and functioning of the Mayor and Board of Trustees, hereinafter referred to as “Board” of the Village of Park Forest, Cook and Will Counties, Illinois, hereinafter referred to as “Village” and the Committees thereof.

WHEREAS, in order to ensure efficient handling of public business of the Village of Park Forest, the Mayor and Board of Trustees have determined that it is in the best interest of the Village of Park Forest and its residents to amend the current Rules of Order and Procedure of the Mayor and Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED that the Rules of Order and Procedure of the Mayor and Board of Trustees are hereby amended as follows:

Section 1. The Rules of Order and Procedure are amended by adding the underlined language and deleting the overstricken language to read as follows:

RULES OF ORDER

I. Meetings

- A. Regular meetings of the Board shall be held, as necessary, at the Village Hall on the third (3rd) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.
- B. Rules/Committee of the Whole Meetings of the Board shall, as necessary, be held at the Village Hall on the first (1st) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.
- C. In July and August the Rules/Committee of the Whole Meeting of the Board shall be held on the second Monday of the month and Regular meeting shall be held on the third Monday of the Month. In December the Rules/Committee of the Whole Meeting of the Board shall be held on the first Monday of the month and the Regular meeting shall be held on the second Monday of the Month
- D. Special meetings may be held at any time at call of the Mayor or of any two (2) Trustees. The call shall be made in writing, duly signed, and be presented to the Village Clerk. The Clerk shall immediately serve, or cause to be served, written

notice of the special meeting on the Mayor and Trustees. The written notice shall include the agenda of the special meeting and shall be served, except in case of emergency, at least forty-eight (48) hours before the meeting. At a special meeting, no business other than that listed on the agenda shall be in order.

All meetings of the Board shall be open to the public and news media, except that a closed executive session can be declared as provided by law. The board may invite such persons to a closed executive session as may be required for advice and information. The executive session may not take final action on any matter under discussion

- E. Saturday Morning Rules/Committee of the Whole Meetings shall generally be held on the first Saturday of each month primarily for the purpose of giving an audience to citizens. Saturday Meetings shall begin at 10:00 a.m. If citizens are present, the meeting shall remain in session until noon, adjourning at that time. If no citizens are present, the meeting may adjourn at 11:00 a.m. For each meeting, an agenda shall be prepared and posted and minutes shall be taken whether or not a quorum is present. No action may be taken at a Saturday Morning Rules/Committee of the Whole Meeting.
- F. Notice of all meetings shall be given according to the Illinois Open Meetings Act. A schedule of meeting dates shall be adopted prior to January 1 of each calendar year.

II. Presiding Officer

- A. The Village Mayor shall be the presiding officer at all meetings of the Board.
- B. The senior trustee is hereby designated Mayor *pro tempore* and shall serve as temporary chair in the absence of the Village Mayor, unless another trustee is chosen by the Board. The senior trustee shall be the trustee who has the longest current continuous term of service on the board. If a tie exists, the presiding officer shall be chosen by lot from among those senior trustees. In the absence of both the Village Mayor and the Mayor *pro tempore*, the next senior trustee who is present shall chair that meeting.
- C. In the absence of the Village Mayor the Village Clerk shall call the meeting to order and name the appropriate officer, per paragraph B above, as the presiding officer.
- D. The presiding officer shall preserve order and decorum. The presiding officer may speak to a subject before the Board, but no more than once without relinquishing the chair. The presiding officer may speak to points of order in preference to the Trustees. The presiding officer shall decide all questions of order, subject to appeal to the Board. When two or more Trustees request the floor, the presiding officer shall name the order in which they are to be heard. In case of any disturbance or disorderly conduct, the presiding officer shall have the power to have the meeting cleared of any or all visitors.

III. Conduct of Meetings

A. Quorum

A quorum for the transaction of business shall consist of four members of the Board.

B. Regular Meetings

The order of business shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and in the absence of the Village Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call
3. Pledge of Allegiance
4. Public Hearings
5. Reports of Village Officers
6. Reports of Liaisons to Advisory Boards and Commissions and Task Forces
7. Citizens' Comments, Observations, Petitions (Comments may be limited to five minutes per speaker and no more than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. The same individual is prohibited from addressing more than two subjects in one meeting. Public comment on a topic may be restricted to a time limit of 30 minutes unless otherwise specifically granted by Presiding Officer).
8. Approval of the Consent Agenda including approving the minutes of the previous Board meeting or meetings and executive sessions.
9. Debatable Agenda
 - (a) Second Reading of Ordinances
 - (b) Unfinished Business
 - (c) New Business, including the introduction of ordinances, resolutions, motions
10. Executive Session
11. Adjournment

C. Rules/Committee of the Whole Meetings

The order of business for Rules/Committee of the Whole Meetings shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and, in the absence of the Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call
3. Items for Discussion
4. Citizens' Comments, Observations, Petitions on matters on the meeting agenda (Comments may be limited to five minutes per speaker and no more

than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. The same individual is prohibited from addressing more than two subjects in one meeting. Public comment on a topic may be restricted to a time limit of 30 minutes unless otherwise specifically granted by Presiding Officer).

5. Reports of Village Officers: Manager, Trustees, Mayor, Clerk, Attorney
6. Executive Session
7. Adjournment

D. Disruptions

Disruptive behavior during any public comment or any other time during a Board meeting shall not be permitted.

1. "Disruption" Defined

Disruptions shall include:

- a. Speaking when not recognized by the Presiding Officer.
- b. Abusive comments and/or "personal attacks" directed to or relating to the Board, and Supervisor, any Village staff or Village employee.
- c. Profanity, threats, or displays, including unauthorized "show of hands", placards, use of noise makers, applauding, jeers, "cat-calls" and similar demonstrative conduct.
- d. Off topic discussions. Disruption includes public comment on a topic other than that under the jurisdiction of the Board, discussion on items other than that under the Agenda item under consideration by the Board.

E. Handling Disruptions

When a disruption occurs, the presiding officer shall first warn the party making the disruption of (1) the nature of the disruption, (2) that the disruption is not permitted, and, when appropriate, (3) if the disruption continue that such party may be ejected from the meeting. Repeated disruptions shall not be tolerated and any party or group which continues disruptive behavior after admonition shall be ejected by the Police Chief or his/her designee, or the meeting may be adjourned to a future date and time.

F. Saturday Morning Rules/Committee of the Whole Meetings

The primary order of business at a Saturday Morning Rules/Committee of the Whole Meeting shall be to give an audience to citizens for their comments, observations, and petitions. However, the agenda may include other matters for discussion as long as the audience to citizens is given precedence.

G. Agendas

1. The following agenda format shall be in force at regular board meetings:
 - (a) The Consent Agenda shall contain matters which are repetitive in nature, purchases which have been authorized by budget and accompanied by adequate documentation as to conformance with budgetary and purchasing policy, appointments, and other routine matters. Any item on the Consent Agenda may be moved at the request of any member of the Board at any time. There shall be no debate or discussion regarding consent agenda items
 - (b) The Debatable Agenda shall contain all ordinances and matters requiring further amplification or discussion.
2. The Village Manager shall, after consultation with the Village Mayor, prepare agendas for Regular and Rules/Committee of the Whole meetings in accordance with paragraphs III B and III C and shall distribute the printed agenda with all supporting documents not later than 48 hours before the meeting. Priority of business shall follow the printed agenda unless changed by the presiding officer, subject to approval of the Board of Trustees. The Village Mayor or any trustee may place a matter on the agenda for consideration by filing a written request with the Village Manager.
3. The Village Manager shall be responsible for ensuring that no item is deleted from a Rules/Committee of the Whole agenda and is listed in the order received.

H. Appointments **to volunteer boards, commissions or committees** shall be submitted by the Mayor for advice and consent by the Board. **Prior to any appointment being listed on a Regular Meeting agenda for vote, the application for such appointment will be shared with the Village Trustees at least 14 days in advance.**

IV. Duties of Members of the Board

- A. While the presiding officer is putting the question or while business is being transacted, no Trustee shall leave the room except by consent of the presiding officer. No trustee shall speak or offer a motion without first addressing the chair and being recognized.
- B. In speaking during the discussion of any question, members of the Board shall confine their remarks to the question under debate, avoiding personalities and refraining from impugning the motives of any other member of the Board or the staff. Members of the Board shall not speak more than once upon any subject until other members of the Board who wish to speak shall have relinquished the

floor. Members of the Board shall not make comments that violate any law or village ordinance, particularly comments such as those related to a political campaign that violate Section 2-605 of the Village Code.

- C. Every Trustee present when a question is stated shall vote thereon, unless he or she abstains.

V. Motions

- A. No motion shall be debated unless it has been seconded. Any motion shall be submitted in writing, if requested by the presiding officer or any Trustee. If any motion or question contains two or more distinct propositions, the presiding officer or any Trustee may have it divided with the consent of the Board.
- B. After a motion or resolution is stated by the presiding officer, it may not be withdrawn from consideration except by unanimous consent of the Trustees present.
- C. When a blank is to be filled and different sums or times proposed, the question shall be taken first on the least sum or the longest time.
- D. A motion to approve the consent agenda shall not be debatable.
- E. A motion to reconsider may be introduced by any member of the Board on the prevailing side of the question at the same meeting at which the question was voted upon or at the next Regular Meeting of the Board. A motion to reconsider may only be presented at a Special Meeting at which there are present at least as many members of the Board as were present when the original vote was taken.

VI. Precedence of Motions

- A. When a question is under debate, the following motions are in order and shall have preference over each other in the order listed:
 - 1. Adjournment to a day certain
 - 2. Adjournment
 - 3. To take a recess
 - 4. To declare an executive session
 - 5. To lay on the table
 - 6. The previous questions
 - 7. To refer to committee
 - 8. To amend
 - 9. To substitute
 - 10. To defer or postpone to a time certain
 - 11. To postpone
- B. Number 2, 4, 5, and 6 are not debatable.

VII. Resumption of Business after Recess

- A. The Board shall, at all recessed meetings, resume business at the same order on which it was engaged immediately preceding the last recess, with the exception of orders numbers 1 and 2 of Rule III B and C.

VIII. Voting

- A. The yeas and nays upon all ordinances, contracts and expenditures of money shall be taken and entered on the minutes. The yeas and nays on any other questions acted upon by the Board shall be taken and entered on the minutes upon the request of any member of the Board made previous to such a vote, or immediately following.
- B. The result of all votes shall be announced by the Village Clerk and no vote shall be changed after such announcement.
- C. Except as provided by state law, the passage of all ordinances for whatever purpose, and of any resolution or motion (i) to create any liability against the village or (ii) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the village board, including the village Mayor.

IX. Standing Committees

- A. Standing committees of the Board shall be Committees A, B, and C. The Village Mayor shall be an ex-officio, non-voting member of each standing committee and shall not count toward the presence of a quorum. Each standing committee shall have four members and each trustee shall serve on two standing committees.
- B. With the advice and consent of the Board, the Mayor shall appoint the committee chairs and assign Trustees to committees every two years, with the goal that each trustee serve as a committee chair at least once during his or her four year term. Standing committee assignments shall be made following each election, but no later than at the first regular meeting in May of each year. Each committee shall enlist such assistance from other Trustees as the Committee or Board may find desirable. All committees may utilize staff in their deliberations and discuss assigned items with all interested parties including citizens, civic and service organizations, commissions, developers, other governmental units, and commerce and industry groups. No committee shall obligate the Village for the expenditure of any money in connection with the outside assistance, except with prior and proper authorization of the Board. The committee will keep the Board aware of the committee activities and will report any policy matters to the Board before any action, publicity or opinions are presented to the public.
- C. Matters shall be assigned to standing committees as needed.

X. Committee Procedure

- A. The Committee Chair shall schedule meetings on an “as needed basis.”
- B. All committees shall hold meetings in accordance with law.
- C. Upon motion, the Board may, by a majority vote, discharge a committee of further consideration of a matter referred to it, and order the matter placed on the Board’s agenda
- D. The Village Mayor shall review all potential agenda items to determine if such matters should be assigned to a committee or included on the agenda of the Board of Trustees.
- E. When a committee to which a matter has been referred, with instructions to report at a time named in the order of reference, is not ready to report at such time, the matter so referred shall, unless further time is warranted, be considered as though reported back without recommendation.

XI. Ordinances and Resolutions

- A. All ordinances, resolutions, and motions shall be introduced to the Board in printed or written form.
- B. Any proposed ordinances may be prepared or reviewed by the Village Manager or the Village Attorney as directed by the Board.
- C. The Village Manager shall prepare copies of all proposed ordinances and resolutions, together with copies of the attachments and shall distribute these to the Board.
- D. At least 48 hours before the first reading of an ordinance or presentation for adoption of a resolution or motion, all information concerning language and purpose of the ordinance, resolution or motion, as proposed, shall be distributed to the Board. With respect to resolutions or motions, the full text need not be submitted if a reasonable explanation of its contents is presented within the required period.
- E. The first reading of any ordinance shall be for information and assignment as required for study by the appropriate committee and/or advisory boards. There shall be no vote at first reading. A staff presentation of the proposed ordinance shall be made at first reading, and brief discussion and questions may be allowed at the pleasure of the presiding officer. The proposed ordinance will be placed on the agenda of the next rules meeting or can be assigned to the appropriate committee for full examination and discussion.
- F. The second reading of an ordinance calls for final action. A roll-call vote shall be taken.

- G. If an ordinance is amended in committee, it shall be reported in such revised form. Each Trustee shall be furnished with a copy of the revised ordinance.
- H. Unless these rules are waived by the Board, Ordinances shall not be passed until they have had first reading at a regular or special meeting, discussion at a Rules/Committee of the Whole meeting, and second/final reading at a regular or a special meeting on three (3) separate days.
- I. Except as otherwise provided by state law, any ordinance which contains a statement of its urgency in the preamble or body thereof, other than an ordinance adopted under Article 8 of the Illinois Municipal Code, may take effect immediately upon its passage provided that the corporate authorities, by a vote of 2/3 of all the members then holding office, so direct.

XII. Privileges of Floor

- A. No persons, other than the presiding officer, trustees, village officers, or persons invited by the presiding officer or the Board, shall have the privilege of the floor, except as provided under Rules I and III of these Rules.
- B. Persons other than the presiding officer, trustees, and village officers shall not be permitted to address the Board except upon introduction by the presiding officer or by the Chair of the appropriate committee.

XIII. Suspension of Rules

- A. Any provision of these Rules other than article XVI, not governed by state law or Village ordinance, may be temporarily suspended at any meeting of the Board, by an affirmative vote of two-thirds (2/3) of the members of the Board present.

XIV. Appeal from Decisions of the Presiding Officer

- A. Any Trustee may appeal a ruling of the presiding officer to the Board. If the appeal is seconded, the Trustee making the appeal may make a brief statement of the reasons for the appeal, and the presiding officer may briefly explain the ruling, but there shall be no debate on appeal and no other Trustee shall participate in the discussion. The presiding officer shall then put the question, "Shall the decision of the chair be sustained?" If the majority of the Trustees present vote "Aye," the ruling of the chair is sustained, otherwise it is overruled.

XV. Parliamentary Authority.

- A. The parliamentary authority shall be *Robert's Rules of Order, Newly Revised*, 10th Edition, Perseus Publishing.

XVI. Amendment of Rules

These rules may not be amended except by a resolution submitted in writing and placed on the agenda of a regular meeting under the order of new business. This requirement shall be waived only by a unanimous roll call vote of those present.

Section 2. **Effective Date.** This resolution shall be in effect as of _____, 2020.

ADOPTED this _____ day of _____, 2020

APPROVED:

ATTEST:

Mayor

Village Clerk

**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

7:00 p.m.

September 29, 2020

**This meeting has
been cancelled**

NOTE – DUE TO COVID-19

THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL

***Public, in-person attendance of the Meeting has been deemed unfeasible; All public comment can be sent prior to the phone conference Board Meeting, via email to tmick@vopf.com, by 3 pm the day of the meeting; Public comments received via email will be read during the public meeting.**

****A record (verbatim recording) of all action (if any) taken during the Board Meeting in open session will be made available upon request.**

*****This meeting will be broadcast live, and recorded, on the local cable access channels in Park Forest (channel 4 for Comcast subscribers & channel 4 for AT&T U-Verse subscribers) and will be streamed live, and subsequently archived, on the Village website at www.villageofparkforest.com**

NOTE: Copies of Agenda Items are Available on the Village website at www.villageofparkforest.com