

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

Village Hall 8:00 p.m. November 9, 2009

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Executive Session of September 14, 2009

DEBATABLE:

2. Ordinance: An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 350 Main, Park Forest, and Authorizing the Execution of a Settlement Agreement (Final Reading)
3. Ordinance: An Ordinance Amending Chapter 42, Article II of the Code of Ordinances (Fire Code) (Final Reading)
4. Ordinance: An Ordinance Regarding Responsible Bidders for Construction Projects in the Village of Park Forest (First Reading)

Adjournment

NOTE: Copies of all agenda items are available in the Manager's Office

## **MOTIONS**

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Executive Session of September 14, 2009.

11/9/09

**DATE:** November 3, 2009

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

**FROM:** Lawrence G. Kerestes, Director of Community Development  
M. Neal Smith, Village Attorney

**RE:** 350 Main - Deed in Lieu of Foreclosure

**BACKGROUND/DISCUSSION:**

The purpose of this briefing is to describe in more detail the following attached ordinance for passage:

*An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 350 Main, Park Forest, and Authorizing the Execution of a Settlement Agreement.*

For the property at 350 Main Street, the Village has filed liens against the property in the total amount of \$76,401.11 for unpaid assessment fees. In order to recoup this amount, the Village filed a complaint for foreclosure against the property on June 4, 2009 to foreclose on the recorded liens. The Village has also filed a Complaint for Demolition against the property because of the unsafe condition of the property.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owner of 350 Main, the Village will be able to obtain title to the property and dismiss the foreclosure complaint against the property owner. In doing so, the Village must agree that it will not seek any other relief against the property owner. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 350 Main.

The above-referenced ordinance authorizes the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for the property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides:

**Sec. 2-2. Acquisition of real estate for public purposes.**

(a) The President and Board of Trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:

(1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.

(2) Authorize any debt or borrowing necessary to accomplish such acquisition.

(b) The President and Board of Trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on the property declared null and void. The above referenced ordinance makes clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the property to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning the ordinance, please do not hesitate to contact us.

**SCHEDULE FOR CONSIDERATION:** This item will appear for Final Reading at the Regular Meeting Agenda of November 9, 2009 for your consideration.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN  
LIEU OF FORECLOSURE FOR THE PROPERTY COMMONLY KNOWN AS  
350 MAIN, PARK FOREST, AND AUTHORIZING THE  
EXECUTION OF A SETTLEMENT AGREEMENT**

**WHEREAS**, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

**WHEREAS**, BYUS Construction, Inc. (hereinafter “BYUS”) is the owner of record of the property commonly known as 350 Main, Park Forest, Illinois, PIN No. 31-36-203-001-0000 (hereinafter “Property”) and legally described as follows:

LOT 3 IN DOWNTOWN PARK FOREST UNIT 2 BEING A  
SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF  
SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36,  
TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED JANUARY 30, 1998 AS DOCUMENT 98079382,  
VILLAGE OF PARK FOREST, IN COOK COUNTY, ILLINOIS.

**WHEREAS**, the Village placed the following liens on the Property: (1) Notice and Claim for Lien dated January 26, 2009, in the amount of \$17,550.73 and recorded with the Cook County Recorder as Document No. 0904947092; (2) Notice and Claim for Lien dated September 27, 2005, in the amount of \$39,384.81, and recorded with the Cook County Recorder as Document No. 0807247006; and (3) Notice and Claim for Lien dated July 30, 2007, in the amount of \$19,465.57, and recorded with the Cook County Recorder of Deeds as Document No. 0723457080; the three liens are referred to collectively as the “Liens”; and

**WHEREAS**, on June 4, 2009, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 09 CH 18012, to foreclose on the three Liens, and named BYUS and others as defendants in the matter; and

**WHEREAS**, BYUS was served with Summons and a copy of the Verified Complaint in this matter, and thereafter contacted one of the attorneys for the Village to indicate that it was willing to terminate its interest in the Property by tendering to the Village a deed in lieu of foreclosure in exchange for the Village relieving it from any and all liability for payment or performance or other obligations related to the three Liens; and

**WHEREAS**, the Village desires to accept a deed in lieu of foreclosure from BYUS by quitclaim deed, subject to any other claims or liens affecting the Property, in substantially the form attached hereto as Exhibit A, and pursuant to the terms of a Settlement Agreement, in substantially the form attached hereto as Exhibit B; and

**WHEREAS**, general taxes and assessments for the 2004 2nd Installment, 2005 1st Installment, 2006, 2007 and 2008 property taxes are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

**WHEREAS**, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village's home rule authority.

**NOW THEREFORE, BE IT ORDAINED 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:** The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

**SECTION 2:** The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the citizens of the Village to acquire the Property via deed in lieu of foreclosure for public purposes as may be determined.

**SECTION 3:** The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to attorney review, and to accept the deed in lieu of foreclosure in the form attached hereto, subject to attorney review, and to execute any and all additional documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

**SECTION 4:** This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

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

## QUITCLAIM DEED

**Property Address:**

350 Main  
Park Forest, IL

**PIN:** 31-36-203-001-0000

**Return To:** Village of Park Forest

350 Victory Drive  
Park Forest, IL 60466

**Send Subsequent Tax Bills To:**

Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466

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BYUS CONSTRUCTION, INC. ("Grantor") whose address is 16602 South Crawford Avenue, Markham, Illinois, 60426, in consideration of the payment of Ten and no/100ths Dollars (\$10.00), and the release of Grantors from any and all liability for a money judgment or deficiency judgment from the liens recorded with the Cook County Recorder as documents 0527147127, 0807247006, 0809847101, 0723457080, 0807247007, 0809847102 and 0904947092, and in lieu of foreclosure and for the release of Grantors for liability in connection with Case Nos. 09 CH 18012 and 2009 M6 1649 in the Circuit Court of Cook County, and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby sell, grant, and convey to the Village of Park Forest, an Illinois Municipal Corporation, whose address is 350 Victory Drive, Park Forest, Illinois ("Grantee"), the real property commonly known as 350 Main and located in Village of Park Forest, County of Cook, State of Illinois, and legally described as follows:

LOT 3 IN DOWNTOWN PARK FOREST UNIT 2 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1998 AS DOCUMENT 98079382, VILLAGE OF PARK FOREST, IN COOK COUNTY, ILLINOIS.

**PIN:** 31-36-203-001-0000

This Quitclaim Deed is an absolute conveyance and grant of all of Grantors' right, title, and interest in the above-described real property and is not intended as a mortgage, trust conveyance, or security of any kind.

Grantor further declares that (a) this conveyance is freely and fairly made, executed, and delivered, and made with the advice, or opportunity for advice, of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other than this Quitclaim Deed with respect to the above-described real property and all improvements thereon and easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by Illinois law.

By accepting this Quitclaim Deed as a deed in lieu of foreclosure, the Village is entitled to make null and void all real estate tax liens under Section 21-95 of the Property Tax Code. (35 ILCS 200/21-95).

**IN WITNESS WHEREOF**, Grantors have executed this Quitclaim Deed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_  
BYUS Construction, Inc.

State of Illinois )  
County of Cook ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal,  
this \_\_\_\_ day of \_\_\_\_\_, 2009.

Impress seal here

\_\_\_\_\_  
NOTARY PUBLIC

**AFFIX TRANSFER STAMPS ABOVE**

Or

This transaction is exempt from the provisions of the Real Estate Transfer Tax Act under Paragraph b, Section 4 of said Act.

Date: \_\_\_\_\_

This instrument was prepared by: M. Neal Smith  
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
24 West Cass St., 5<sup>th</sup> Floor  
Joliet, IL 60432

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between ByUs Construction, Inc. (“Owner”), whose address is 16602 South Crawford Avenue, Markham, Illinois and the Village of Park Forest, an Illinois Municipal Corporation (“Village”), having its principal office at 350 Victory Drive, Park Forest, Illinois.

### RECITALS:

This Agreement is based upon the following recitals:

A. Owner is the fee simple title owner in and to certain real property located within the County of Cook and State of Illinois, commonly known as 350 Main Street, Park Forest, Illinois, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, together with all improvements situated thereon (collectively the “Subject Property”).

B. To evidence certain liens and indebtedness in favor of the Village and against the Owner, the Village recorded a Notice and Claim for Lien, dated January 26, 2009, and filed with the Cook County Recorder of Deeds as Document No. 0904947092 in the amount of \$17,550.73; a Notice and Claim for Lien dated September 27, 2005, and filed with the Cook County Recorder of Deeds as Document No. 0527147127 and re-recorded as Document No. 0807247006 in the amount of \$39,384.81; and a Notice and Claim for Lien dated July 30, 2007, and filed with the Cook County Recorder of Deeds as Document No. 0723457080 and re-recorded as Document No. 0807247007 in the amount of \$19,465.57. For convenience, the three Liens are collectively referred to herein as the “Liens.”

C. The Village has filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, as Case No. 09 CH 18012 to foreclose on the Liens, and the Village has filed a Verified Complaint for Demolition in the Circuit Court of Cook County, as Case No. 2009 M6 1649, seeking to have the improvements on the Subject Property demolished or otherwise repaired so that it is no longer dangerous and unsafe.

D. Owner acknowledges and represents to Village, upon which representations Village has relied in entering into and performing this Agreement, that:

- (1) the amounts represented by the Liens are justly due, owing, and delinquent and there is no offset, defense, or counterclaim that Owner has or could sustain in connection therewith;
- (2) the Village has demanded that Owner pay the amount represented by the Liens, but Owner has failed to do so;
- (3) the Village has the immediate right to pursue all of its rights and remedies pursuant to law; and
- (4) the fair market value of the Subject Property is less than the amount represented by the Liens.

E. Owner has requested that, in view of the condition of the Subject Property, the encumbrances on the Subject Property in favor of the Village, the lack of equity in the Subject Property, and in order to avoid further time-consuming, expensive and needless litigation, the Village accept a settlement, pursuant to which the Subject Property would be transferred to the Village by Owner pursuant to deed in lieu of foreclosure and Owner would be released from any liability for a money judgment upon the Liens and for liability related to the condition of the Subject Property and that Case No. 09 CH 18012 and 2009 M6 1649 be dismissed as to Owner; the Village is willing to accept such a settlement, but only upon the terms and conditions hereinafter set forth.

F. Owner acknowledges that transfer of the Subject Property to the Village for a release from further obligations to pay the indebtedness represented by the Liens and a release of liability as to the condition of the Subject Property is of direct and substantial benefit to Owner, and constitutes fair and adequate consideration for the entry of Owner into this transaction. The Village acknowledges that transfer of the Subject Property to it, without the necessity of litigation, is of direct and substantial benefit to it, and is fair and adequate consideration for the Village's entry into this transaction. Owner and the Village acknowledge and agree that the transfer of the Subject Property is for reasonably equivalent value.

**NOW THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, including the release of Owner by the Village from liability as described in the above recitals, the receipt and adequacy of which are hereby mutually acknowledged, Owner and the Village do hereby covenant and agree as follows:

#### **1. CONVEYANCE AND PAYMENT**

Concurrently with the execution of this Agreement and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, together with the respective promises, covenants, and undertakings hereunder;

A. Owner agrees to execute and deliver to the Village, in form and content satisfactory to the Village the following:

- (1) quitclaim deed in lieu of foreclosure conveying the Subject Property in recordable form ("Deed in Lieu of Foreclosure");
- (2) bill of sale and assignment conveying the Personalty (Bill of Sale);
- (3) A certified copy of the proper resolutions passed by the Owner authorizing the execution of the Deed in Lieu of Foreclosure, proof of corporate good standing in Illinois, and a copy of the bylaws of the Owner;
- (4) Affidavit from the Owner that there is not property manager employed; and
- (5) Other documents as may be reasonably required by the title company issuing a title policy to the Village.

B. Owner and the Village:

- (1) have or will execute a closing statement in form and substance reasonably satisfactory to the Village (Closing Statement);
- (2) have executed a Cook County and State of Illinois Transfer Tax Declaration which indicates that the transfer of the Subject Property by the Deed in Lieu of Foreclosure is exempt from transfer taxes;
- (3) shall execute all such further instruments and documents that may be reasonably necessary, expedient, or proper in order to complete any and all conveyances, transfers, and assignments herein provided.

C. The Deed in Lieu of Foreclosure to be granted pursuant to the terms of this Settlement Agreement is intended to be and is acknowledged by Owner to effect an absolute conveyance and unconditional transfer of Owner's interests in the Subject Property, PROVIDED THAT title to the Subject Property shall remain subject to the Liens to the full extent of the amount of the Liens. In the event that, contrary to the foregoing, it is, at any time hereafter, determined that Owner has any equitable and/or statutory rights of redemption in the Subject Property, then, for the considerations herein set forth, Owner hereby sells, transfers, and conveys to the Village and waives for itself any and all equitable and statutory rights of redemption with respect to the Subject Property.

D. The delivery, acceptance, and/or recording of the Deed in Lieu of Foreclosure shall not in any way or manner whatsoever:

- (1) be deemed a waiver by the Village of any claim of priority pursuant to the Liens over any other liens, mortgages, security interests, or encumbrances of any kind or nature, now existing or hereafter placed upon the Subject Property, or any party thereof;
- (2) affect or prejudice in any way the right of the Village to foreclose the Liens by judicial proceedings or otherwise or to proceed as provided in the Liens and as otherwise provided at law or in equity in the event that other liens, mortgages, security interests, or encumbrances, resulting from the act or deed of Owners, shall be asserted against the Subject Property;

and the Liens shall, in all respects, survive the recording of the Deed in Lieu of Foreclosure, and Owner hereby ratifies and confirms the Liens in all respects.

**2. PROPERTY AND OBLIGATIONS** Owner further represents to the Village, upon which representations the Village has relied and will continue to rely, that:

A. There are no leases or any oral or written contracts or agreements in effect or in existence with respect the Subject Property; and

B. There is no actual or threatened litigation involving or affecting the Subject Property other than any litigation commenced by the Village. Owner shall defend, indemnify, and hold the Village harmless from any and all liability, costs, and expenses, including reasonable attorneys' fees, arising from any litigation or threatened litigation as of the date hereof involving or affecting the Subject Property and Owner's ownership, use, and operation thereof.

### **3. POSSESSION AND INDEMNITY**

A. Concurrently with the execution and delivery of the Deed in Lieu of Foreclosure, Owner shall deliver possession of the Subject Property to the Village and the Village shall have the right to manage, operate, use, and possess the Subject Property to the total exclusion of Owner and shall have the immediate right to sell and/or transfer the same or any part thereof for its own account to the total exclusion of Owner. Owner shall cooperate with the Village to ensure that all utility accounts in Owner's name are closed as of the date of closing of this transaction.

B. Owner hereby covenants and agrees to defend, indemnify and hold the Village harmless from and against:

- (1) any and all liabilities or obligations, of every kind and nature, with respect to the Subject Property, incurred or accrued prior to the date hereof whether arising from acts or omissions of Owner, its employees, or agents, or otherwise including, but not limited to, all liabilities and obligations for which Owner would have been or will be liable for up to and including the date hereof had Owner not transferred title to the Subject Property to the Village by the Deed in Lieu of Foreclosure; and
- (2) any and all liabilities and obligations arising from any breach of the warranties, representations, covenants, agreements of Owner contained herein.

### **4. RELEASE OF PERSONAL LIABILITY**

Subject to the provisions of this Agreement, including all warranty and indemnity contained herein, which shall expressly survive the closing of the transaction contemplated herein:

A. The Village hereby releases Owner from all liability with respect to the Liens and for all claims which are the subject of the Complaint for Foreclosure, Case No. 09 CH 18018 and the Verified Complaint for Demolition, Case No. 2009 M6 1649.

B. Village hereby releases Owner, in all respects, from all liabilities and obligations upon the Liens.

Anything contained in this Agreement to the contrary notwithstanding, including the foregoing release of liability by the Village in favor of Owner, Owner shall not be deemed to be released, in any way, from their continuing obligations under the terms of this Settlement Agreement. The provisions of this Section 4 shall survive the closing of this transaction.

### **5. ADDITIONAL COVENANTS, WARRANTIES, AND REPRESENTATIONS**

A. Owner hereby covenants and agrees that they will not interfere with or oppose the Village in, and hereby consent to, any proceedings or action to quiet or perfect title which may be instituted by the Village to perfect its right, title, and interest in the Subject Property.

B. Owner will execute all documents and take all steps deemed necessary by the Village to effect transfer of the Subject Property by Deed in Lieu of Foreclosure.

C. Concurrently with the closing of the transaction herein contemplated, Owner will assign and deliver to Village all of their books, records, plans and specifications, and pertinent documents, if any, relating to the Subject Property.

D. Owner hereby releases and forever discharges Village, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever which Owner may now have or claim to have against Village as of the date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Liens or that may arise as a consequence of the dealings between Owner and the Village up to and including the effective date of this Settlement Agreement.

## **6. ABSOLUTE CONVEYANCE**

Owner acknowledges and agrees that the conveyance and transfer of the Subject Property to the Village in accordance with the terms of this Agreement is an absolute conveyance and transfer of all of their right, title, and interest therein, in fact as well as form, and was not and is not now intended as a mortgage, trust conveyance, deed of trust, or security instrument of any kind; that the consideration for such conveyance and transfer is exactly as recited herein; and that Owner has no further interest (including rights of possession, repurchase, cure, or redemption) or claim in and to the Subject Property of any kind whatsoever.

## **7. NO MERGER OF INTERESTS**

Owner and Village acknowledge and agree that:

A. the interest of the Village in the Subject Property, as evidenced by the conveyance and transfer provided for herein, shall not merge with the interest of Village in the Subject Property pursuant to the Liens.

It is the express intention of Owner and Village that such interest of Village in the Subject Property shall not merge, but shall be and remain at all times separate and distinct, notwithstanding any union of said interest in the Village now or at any time subsequent by purchase, termination, or otherwise, and that the Liens on the Subject Property shall be and shall remain at all times a valid and continuous liens upon the Subject Property until and unless such lien is released of record by the Village.

## **8. NOTICE**

Any notice which is or may be given to Owner or Village shall be in writing and shall be hand-delivered or sent by reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt requested:

### **If to Owner:**

BYUS Construction, Inc.  
16602 South Crawford Avenue  
Markham, Illinois 60426

**With a copy to:**

Louis E. Siciliano  
Louis E. Siciliano, Ltd.  
2050 Ridge Road  
Homewood, Illinois 60430-2212

**If to Village:**

Attn: Village Manager  
Village of Park Forest  
350 Victory Blvd.  
Park Forest, Illinois 60466

**With a Copy to:**

M. Neal Smith  
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
24 West Cass Street, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

**9. MISCELLANEOUS**

A. The recitals set forth at the beginning of this Agreement are deemed incorporated herein, and Owner and Village represent that the same are true and correct. The representations, warranties, covenants, acknowledgments, agreements, and indemnities contained in this Settlement Agreement shall survive the closing of this transaction and the delivery and recording (where applicable) of the Deed in Lieu of Foreclosure.

B. This Settlement Agreement is made in the State of Illinois and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Settlement Agreement.

C. It is understood and agreed that this Settlement Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement, even though Owners and Mortgagee may not have executed the same counterpart of this Settlement Agreement.

D. This Settlement Agreement may not be amended or modified except in writing executed by Owners and the Village.

E. Owner and Village acknowledge that they have thoroughly read and reviewed the terms and provisions of this Settlement Agreement and the Exhibits attached hereto and are familiar with the terms hereof; that the terms and provisions contained herein have been thoroughly read by Owner and the Village and are clearly understood and fully and unconditionally consented to by each; that they have had full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning, and effect of this Settlement Agreement; that their execution of this Settlement Agreement

and the Deed in Lieu of Foreclosure is done freely, voluntarily, with full knowledge, and without duress, and that in executing this Settlement Agreement and the Deed in Lieu of Foreclosure Owner has relied on no other representations, either written or oral, express or implied, made to them by Village or any other party; and that the consideration received by them hereunder has been actual and adequate.

F. The Village and Owner each acknowledge that there are no other agreements or representations, either oral or written express or implied, that are not embodied in this Settlement Agreement, and this Settlement Agreement and the Deed in Lieu of Foreclosure and all Exhibits attached hereto and thereto represent a complete integration of all prior and contemporaneous agreements and understandings of the Village and Owners, and that all such agreements, understandings, and documents are hereby superseded by this Settlement Agreement.

G. This Settlement Agreement shall be binding upon and inure to the benefit of Owner and Village, their respective heirs, executors, personal representatives, successors, assigns, grantees, and legal representatives, and no other party shall be a beneficiary hereunder.

**IN WITNESS WHEREOF**, Owners and Mortgagee have caused this Agreement to be executed as of the day and year first above written.

BYUS CONSTRUCTION, INC:

\_\_\_\_\_  
BY:

ITS:

[ATTEST:]

\_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF PARK FOREST:

\_\_\_\_\_  
BY:

ITS:

[ATTEST:]

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

LOT 3 IN DOWNTOWN PARK FOREST UNIT 2 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1998 AS DOCUMENT 98079382, VILLAGE OF PARK FOREST, IN COOK COUNTY, ILLINOIS.

Common address: 350 Main Street, Park Forest, Illinois

PIN: 31-36-203-001-0000

## **AGENDA BRIEFING**

**DATE:** November 4, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Captain Michael J. Wheeler  
Robert H. Wilcox, Fire Chief

**RE:** Proposed Revisions to Chapter 42: Fire Prevention and Protection

### **BACKGROUND/DISCUSSION:**

In the late 1990s, the three model code organizations in the United States, the Building Officials and Code Administrators (BOCA), the Southern Building Conference (SBC) and the Uniform Building Code (UBC) met and consolidated into a single unified code organization, the International Code Council (ICC). Following the publication of their first code set in the year 2000, the National Fire Protection Association (NFPA) purchased the rights to the UBC and published its own set of codes to compete with the ICC. Park Forest is a member of the ICC and enforces their code set with amendments recommended by the Building Commissioner and Fire Chief and adopted by the Village Board.

Every three years, the International Code Council (ICC) revises its codes to provide the most current and up to date code references to its member communities. These code changes are often reflective of new building construction methods, technological improvements or as the result of incidents resulting in the tragic loss of life. The Fire Department reviews these revisions and makes recommendations for adoption, with amendments, by the Village Board. The Fire Code is adopted in conjunction with the Building Code set to maintain the integrity of Village's codes.

The Park Forest Fire Code is comprised of two separate code documents - the International Fire Code and NFPA 101, otherwise known as the Life Safety Code. The Life Safety Code was first adopted by Park Forest in 1990 as a companion to the BOCA fire code. This was done to address conflicts with the Illinois State Fire Code and to provide a higher level of safety to those who live and work in Park Forest.

We are recommending the adoption of the 2009 edition of the International Fire Code and the 2006 edition of NFPA 101, the Life Safety Code. Although the 2009 edition of the Life Safety Code has been published, we are seeking adoption of the 2006 edition, because it is referenced in part in the 2009 edition of the International Fire Code.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular Meeting of November 9, 2009 for Final Reading.

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

**AN ORDINANCE AMENDING CHAPTER 42, ARTICLE II OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS**

BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties that Chapter 42 of the Code of Ordinances of the Village of Park Forest is hereby amended as follows:

**Section 42-43. Adopted.**

Section 42-43. Adopted, is hereby amended by deleting paragraph (a) in its entirety and replacing it with the following:

- (a) There is hereby adopted by the Board of Trustees of the Village of Park Forest, Illinois for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that a certain code known as the International Fire Code, prepared and recommended by the International Code Council, particularly the 2009 edition thereof, and the NFPA (National Fire Protection Association) 101, *Life Safety Code*, particularly the 2006 edition thereof, save and except for such portions as are herein deleted, modified, or amended, of which codes not less than three are now on file in the office of the village clerk of the Village of Park Forest, Illinois, and incorporated as if set out in length herein. These regulations as set forth herein shall be known as the fire prevention code of the Village of Park Forest, Illinois and are herein referred to in this article as such or as “this code”.

**Section 42-44. Amendments.**

Section 42-44. Amendments, is hereby amended by deleting the Section in its entirety and replacing it with the following:

**Section 42-44. Amendments**

- (a) The NFPA (National Fire Prevention Code) 101, Life Safety Code, adopted in Section 42-43 is amended as follows:

Delete NFPA 1, Uniform Fire Code™, 2006 edition and NFPA 5000 Building Construction and Safety Code, 2006 edition from Section 2.2 NFPA Publications.

The International Fire Code, 2009, adopted in Section 42-43 is amended as follows:

SECTION 105 PERMITS is amended as follows:

Section 105.1.1 Permits required, is amended by deleting the words “if any” from the first sentence.

SECTION 105 PERMITS is further amended by adding a new sub-section: Section 105.1.1.1 Schedule of fire permit fees.

- |                                                      |          |
|------------------------------------------------------|----------|
| (a) Minimum Permit Fee (Operational or Construction) | \$ 50.00 |
| (b) Re-inspection Fee                                | \$ 50.00 |
| (c) General Review of Building Plans                 | \$ 50.00 |
| (d) Fire Alarm and Detection System Review by Staff  | \$100.00 |

- (e) Fire Protection System Review by Staff \$100.00
- (f) Fire Sprinkler System Review by Staff \$200.00
- (g) Fire Protection System 3<sup>rd</sup> Party Review – cost of review plus \$100.00
- (h) Fire Alarm and Detection 3<sup>rd</sup> Party Review – cost of review plus \$100.00

Section 109.3 Violation penalties, is amended as follows:

Delete the wording “shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment” and replace with “shall be punishable by a fine of not more than \$750.00 dollars for any one offense in addition to any other legal or equitable remedies available to the Village.”

Add the following subsection: Section 109.3.2 Reinspection fee. A fee of \$50.00 shall be charged for each subsequent reinspection in instances where previously cited code violations have not been corrected after the first reinspection has been completed.

SECTION 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES, is amended as follows:

Section 307.1.1 Prohibited open burning, is amended to read:

No person shall burn or cause to be burned any of the following, on private or public property in the village: trimmings from trees and bushes; vegetable matter; paper or other combustible debris; refuse; waste, rubbish; garbage; green, wet, painted or treated wood; wood products containing glue, binders or chemicals; plastics or other synthetic organic products; magazines, colored paper or gift wrap.

Exception: A permitted exception to this section shall be ecological burns conducted under the auspices of village personnel for which a permit has been obtained from the appropriate state or county agency.

Section 307.4.3 Portable outdoor fireplaces, is amended to adding the following sub-section:

Section 307.4.3.1 Permitted burning materials. It shall be lawful to burn clean, dry, non-painted or non-treated wood in an outdoor wood burning device, sold and marketed specifically for outdoor residential use, of no more than eight cubic feet in capacity, which has been certified as safe and efficient by a nationally-recognized agency in the business of certifying such devices, under the following conditions:

- (a) No such fire may be burned during an ozone alert covering the village declared by the Environmental Protection Agency or similar authority.
- (b) No such fire may be burned when the last reported outdoor temperature at the village weather station is 90 degrees Fahrenheit or higher.
- (c) The fire shall be situated so as to avoid the escape of smoke, fumes or noxious gases onto neighboring properties in such quantities as to create a nuisance or to endanger or injure the health of any person.
- (d) The fire code official or his designee is authorized to order the extinguishment of the fire if the burning creates or adds to a hazardous or objectionable situation.

SECTION 311 VACANT PREMISES, is amended as follows:

Delete in its entirety Section 311.5, Placards.

SECTION 316 HAZARDS TO FIRE FIGHTERS, is amended by adding new sub-section 316.3.1 as follows:

Section 316.3.1 Wood truss.

- (a) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Property Owner.* Any person, firm or corporation having a legal ownership interest in the property.

*Sign.* A nine-inch (minimum) by three-inch piece of aluminum or stainless steel stock plate, 1/8 inch thick (minimum), covered with red 3M diamond grade reflective film or equivalent. Located at the center of the sign is a white 3M diamond grade reflective letter "T" which is three inches (minimum) in height.

*Wooden Trusses.* A wooden roof or floor structure support system consisting of a group of triangles arranged in a single plane in such a manner that loads applied at the points of the intersections of the structural members will cause only direct stresses, tension or compression, within the structural members. Wooden truss assemblies may include, but are not limited to, the following general types of construction: bowstring, warren, saw tooth, k truss, scissors, cambered fink, hammerbeam, pratt, fink, and inverted queen post.

- (b) Required signage. The owner of any commercial or industrial structure which has a wooden truss assembly shall be required to mount warning signs meeting the following minimum requirements:
- (1) Size and construction. Each sign required to be installed in accordance with this chapter shall be of the size and construction defined.
  - (2) Mounting locations and height from finished grade. A sign shall be mounted directly to the right of each series of entrance doors (front, rear and sides of the building or structure) at a height of five feet up from finished grade. Additional signs may be required by the Fire Code Official when the distance between entrance doors or the length of a series of entrance doors would require additional warning signs for visibility by Fire Department personnel.
- (c) Property owner responsibility. It shall be the responsibility of each property owner to mount, maintain and prevent obstruction of any warning signs required to be mounted on the building or structure.

SECTION 503 FIRE APPARATUS ACCESS ROADS, is amended as follows:

Section 503.3 Marking, is amended as follows:

Add the wording, "All curbs within designated as fire lanes shall be completely painted to further designate the boundaries of the fire lane. The appropriate color for fire lane designation shall be high visibility yellow."

Section 503.4 Obstructions of fire apparatus access roads. Exception: Fire department vehicles shall be permitted to park in designated fire lanes and no parking lanes while on official business to facilitate quick response to emergency calls.

Section 503.4.1 Alterations to fire access roads. It shall be unlawful for the owner of any property containing required and designated fire lanes to reconfigure the parking area and/or fire access roads without a permit (as issued by the Building Department) and approval by the fire code officials.

SECTION 503 FIRE APPARATUS ACCESS ROADS, is amended to adding the following sub section:

Section 503.7 Enforcement.

- (a) Liability for violation. Whenever any vehicle has been parked in violation of this section of the Code, the person in whose name such vehicle is registered shall be responsible for such violation and subject to penalty as provided in Section 1-9 of the Village Code of Ordinances.
- (b) Towing illegally parked vehicles. The police department is authorized to have towed away and stored, at the registered owner's expense, any vehicle parked in violation of this Code.
- (c) Duties of property owner. It shall be the duty and responsibility of the property owner to enforce the provisions of this ordinance. Posting of the appropriate signs and markings shall be prima facie permission for the local law enforcement authorities to enforce the provisions of this Code within the boundaries of the private property.
- (d) Enforcement. Law enforcement personnel and fire code officials are authorized to enforce the provisions of this Code. Such enforcement includes citing of the offending vehicle or person, citing of the offending property owner and causing offending vehicles to be towed, as required.

SECTION 505 PREMISES IDENTIFICATION is amended as follows:

Section 505.1 Address identification, is amended by deleting the language found therein and replacing it with: "New and existing buildings shall have approved address numbers or approved building identification placed in a position that is plainly visible and legible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. The number's size and stroke shall be based on the distance from the curb as follows: 0-50 feet – 6" high with a 1" stroke; 51-100 feet – 8" high with a 1" stroke; 101-150 feet – 10" high with a 1" stroke; 151-200 feet – 12" high with a 1 ½" stroke; 201 feet or greater – 14" high with a 1 ½" stroke. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure."

Section 505.3 Rear door identification. Where required by the Fire Chief or his designee, a premises identification sign shall be prominently affixed to the rear door.

SECTION 607 ELEVATOR RECALL AND MAINTENANCE, is amended as follows:

Section 607.5 Emergency access. Each elevator lobby door shall be provided with a means of emergency access, into each elevator car by fire department personnel. A key or keys shall be provided to the fire department to secure entry into elevator cars from any floor level in the event that an equipment or electrical failure renders an occupied elevator car inoperative.

SECTION 804 INTERIOR WALL AND CEILING TRIM IN NEW AND EXISTING BUILDINGS, is amended as follows:

Section 804.2.2 Thickness. Delete the words “and the maximum thickness shall be 8 inches (203 mm).” and replace with “and the maximum thickness shall be 4 inches (100 mm).”

SECTION 807 DECORATIVE MATERIALS OTHER THAN DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS, is amended as follows:

Section 807.1.2 Combustible decorative materials. Exceptions: Delete the wording “not to exceed 75 percent” and replace with “not to exceed 50 percent”.

Section 807.4.2.1 shall be deleted in its entirety and replaced with the following:

Section 807.4.2.1 Foam Plastics. Exposed foamed plastic materials and unprotected materials containing foamed plastic used for decorative purposes or stage scenery or exhibit booths shall be permitted to be used only by specific approval of the fire code official.

Section 903 AUTOMATIC SPRINKLER SYSTEMS, is amended as follows:

Section 903.2 shall be deleted in its entirety and replaced with the following:

Section 903.2 Where automatic sprinkler systems are required. An automatic sprinkler system designed to meet the criteria set forth in NFPA 13D shall be installed in all newly constructed single-family homes within the village. Newly constructed attached single-family (townhomes) shall be designed and installed to meet the criteria found in NFPA 13R. The design and installation of automatic sprinkler systems in all other occupancy classifications shall meet the requirements of NFPA 13.

In addition to the requirements set forth in NFPA 13, the following requirements shall be met:

- (a) All control valves for the sprinkler system must be supervised with tamper switches.
- (b) A post indicator valve or wall indicator valve shall be required on the supply side of the sprinkler system and shall be protected.
- (c) Separate control valve(s) are required for each floor in a multi-story building and for each occupancy in a multi-unit commercial building. Separate flow switches are required for each floor/occupancy as set forth above.
- (d) The fire department connection shall be located near the main entrance to the occupancy. The connection shall be located at least forty (40) feet, but not more than one hundred (100) feet, from a fire hydrant.
- (e) Pipe used in automatic sprinkler systems shall be of steel construction except for sprinkler systems in single-family homes.
- (f) The entire automatic sprinkler system shall be supervised, zoned, and annunciated in accordance with NFPA 13 and 72 of the International Fire Prevention Code in effect in the village at the time of building construction for which a sprinkler system is required. Additionally, all flow switches shall be connected to a strobe light so as to activate the strobe light when an alarm condition exists. Location of the strobe light shall be on the front of the occupancy in close proximity to the main entrance when possible.
- (g) A village fire department representative shall be present when an underground main for a sprinkler system is flushed. This test shall require 48 hours notice to the fire department prior to the time of the test. The property owner or the property owner's contractor or official representative must be present at the time of the test in order to execute any applicable certification documents.

- (h) Piping between the exterior fire department connection and the check valve in the fire department inlet pipe shall be hydrostatically tested in the same manner as the balance of the system. This test shall require 48 hours notice to the fire department prior to the time of the test. A village fire department representative and the property owner or the property owner's contractor or official representative must be present at the time of the test in order to execute any applicable certification documents.
- (i) As built drawings shall be submitted to the fire department prior to final inspection of the installed sprinkler system. Drawings shall be submitted to the fire department on disk in PDF format.

Section 903.2.1 Where the installation of automatic sprinkler systems is required in existing buildings and structures. All existing buildings and structures shall be in compliance with the provisions of Section 903.2 when:

- (a) Additions, alterations or damages exceed 50% of the physical value of an existing building or structure.
- (b) The physical value of a building or structure shall be determined by an appraisal, exclusive of land and furnishings. If there is a dispute as to the physical value, the matter shall be determined through the appeals process set forth in the International Fire Prevention Code then in effect in the village.

Section 903.3 Installation Requirements. Automatic sprinkler systems shall be designed, installed, and maintained in accordance with either NFPA 13D, 13R or 13 as applicable pursuant to Section 903.2 of this Code in effect in the village at the time of construction.

SECTION 904 ALTERNATIVE AUTOMATIC FIRE-EXTINGUISHING SYSTEMS is amended as follows:

Section 904.11 Commercial cooking systems, is amended as follows:

Section 904.11.2 System interconnection. Add the following wording: "In occupancies with a fire alarm system meeting the minimum requirements of NFPA 72-07, the activation of the fire extinguishing system shall also cause the actuation of the fire alarm system."

SECTION 907 FIRE AND ALARM DETECTION SYSTEMS shall be amended by adding the following language:

Section 907.2 Where required – new buildings and structures. Under Exceptions add a number three (3) with the following text "When in the opinion of the fire code official adequate fire protection is not being provided in an occupancy located in a building classified as mixed-use by Section 508 of the International Building Code, an approved automatic fire/smoke detection system shall be installed."

Section 907.3.1 Where required in existing buildings and structures. Add the following text after the first sentence: "When in the opinion of the fire code official adequate fire protection is not being provided in an occupancy located in a building classified as mixed-use by Section 508 of the International Building Code, an approved automatic fire/smoke detection system shall be installed."

CHAPTER 9: FIRE PROTECTION SYSTEMS is amended by adding new SECTION 915 CARBON MONOXIDE DETECTION as follows:

Section 915.1 Where required. Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the

combined unit complies with applicable laws relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

- (a) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

Section 915.2 Responsibility. It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing maintenance. The tenant is responsible for replacement of any required batteries in carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

Section 915.3 Power supply. The carbon monoxide alarms required under this subsection may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Section 915.4 Maintenance. Failure to install or maintain in operating condition any carbon monoxide alarm required by this subsection is unlawful. Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is also unlawful.

SECTION 1008 DOORS GATES AND TURNSTYLES is amended as follows:

Section 1008.1.9.3 Locks and latches. Item 2, is amended by deleting the wording, "In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of worship" and replace it with "In buildings in occupancy Groups B, F, M and S".

Section 1008.1.10 Panic and fire exit hardware is amended as follows: Delete the wording "occupant load of 50 or more" and replace it with "occupant load of 100 or more". Delete the Exception included in Section 1008.1.10 Panic and fire exit hardware.

SECTION 1028 ASSEMBLY is amended as follows:

Section 1028.2 Assembly main exit. Delete the wording "The main exit shall be of sufficient width to accommodate not less than one-half of the occupant load" and replace with "The main exit shall be of sufficient width to accommodate not less than two-thirds of the occupant load".

Section 1028.3 Assembly other exits. Delete the wording "having an occupant load greater than 300".

Section 1028.4 Foyers and lobbies. Delete the wording "Such foyer, if not directly connected to a public street by all the main entrances or exits, shall have a straight and unobstructed corridor or path of travel to every such main entrance or exit."

Add the following wording to Section 1028.4 Foyers and lobbies. "Additionally, the following requirements shall apply:

- (a) Waiting spaces shall be restricted to areas other than the required means of egress.
- (b) Exits shall be provided for the waiting spaces on the basis of one person for each 3 ft<sup>2</sup> of waiting space.
- (c) Exits for waiting spaces shall be in addition to the exits specified for the main auditorium area and shall conform in construction and arrangement to the general rules for exits given in Chapter 10 Means of Egress.

Section 1028.8 Common path of egress travel. Delete the wording “shall not exceed 30 feet” and replace with “shall not exceed 20 feet”.

SECTION 1029 EMERGENCY ESCAPE AND RESCUE, is amended as follows:

Section 1029.1 General. Delete the wording “ Basements and sleeping rooms below the fourth story above grade plane” and replace with “every sleeping room and every habitable space”.

Section 1029.2 Minimum size. Delete the Exception included in Section 1029.2 Minimum size.

SECTION 4604 MEANS OF EGRESS FOR EXISTING BUILDINGS, is amended by deleting the Exception following Item #1 Group A having 50 or more occupants, found under sub-section 4604.5.

**Section 42-45 Fire lanes.**

Section 42-45 Fire Lanes is deleted in its entirety and Section 42-45 is reclassified as Reserved.

**Section 42-46 Open burning.**

Section 42-46 Open Burning is deleted in its entirety and Section 42-46 is reclassified as Reserved.

This ordinance shall be effective January 1, 2010, upon its approval and publication as provided by law.

Passed this \_\_\_\_\_ day of November, 2009.

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: November 4, 2009**

**RE: AN ORDINANCE REGARDING RESPONSIBLE BIDDERS FOR  
CONSTRUCTION PROJECTS IN THE VILLAGE OF PARK FOREST**

**BACKGROUND/DISCUSSION:**

Every so often, the Village takes care to look at various sections of its code of ordinances so as to update them where necessary. As such, Village legal counsel has reviewed and revised applicable provisions of the Village Code regarding the Village's bidding requirements for construction projects. Pursuant to Section 2-496 of the Code, the Village requires that all construction projects over \$50,000 be competitively bid. The attached Ordinance incorporates suggested bidder requirement revisions as follows:

- Where applicable, insurance coverage should include general liability, workers compensation, completed operations, automobile, hazardous occupation, product liability and professional liability.
- An enhancement of the prevailing wage clause to include not only the hourly wage but also medical, hospitalization and retirement contributions.
- Possession of a federal tax identification number or social security number.
- Compliance with equal opportunity employment standards.

**SCHEDULE FOR DISCUSSION:**

This matter will be on the Regular Meeting Agenda of November 9, 2009 for **FIRST READING**.

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

**AN ORDINANCE AMENDING CHAPTER 2 (“ADMINISTRATION”),  
ARTICLE VI (“FINANCE”), DIVISION I (“GENERALLY”), SECTION 2-455  
 (“CONTRACT FOR WORK OR PUBLIC IMPROVEMENTS”) AND  
DIVISION 2 (“ANNUAL FISCAL BUDGET”), SECTION 2-496 (“PURCHASING  
POLICIES”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK  
FOREST, COOK AND WILL COUNTIES, ILLINOIS  
REGARDING RESPONSIBLE BIDDERS FOR CONSTRUCTION PROJECTS**

**WHEREAS**, the Village is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, and act pursuant to said authority; and

**WHEREAS**, pursuant to the Village’s home rule authority, the Village is empowered to determine what constitutes a responsible bidder; and

**WHEREAS**, the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”) requires that construction projects that exceed \$50,000.00 be let on a competitive basis; and

**WHEREAS**, the Mayor and Board of Trustees specifically find that the definition of a lowest responsible bidder needs to be expanded in the case of bidders for construction projects in excess of \$50,000.00 as part of the Village Code.

**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. Village Code Amended.** Chapter 2 (“Administration”), Division 1 (“Generally”), Section 2-455 (“Contract for Work or Public Improvements”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language to read as follows:

**Sec. 2-455. Contract for work or public improvements.**

All contracts for any work or other public improvements, other than supplies, when the expense thereof exceeds \$20,000.00, shall be let as set forth in section 2-454 and section 2-496, and construction contracts for public improvements where the expense thereof exceeds \$50,000.00 shall be further let as set forth in section 2-496.

**Section 3. Village Code Amended.** Chapter 2 (“Administration”), Division 2 (“Annual Fiscal Budget”), Section 2-496 (“Purchasing Policies”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language and deleting the stricken language to read as follows:

**Sec. 2-496. Purchasing policies.**

(a) *Purpose.*

\* \* \* \*

(2) Competitive bidding requirements.

\* \* \* \*

e. *Construction contracts that exceed \$50,000.00.*

1. For construction contracts in excess of \$50,000.00, bids shall be secured by a certified check, bank draft, satisfactory bid bond, or approved letter of credit, in the amount of five percent of the total bid price.

2. The successful bidder on all construction contracts shall also be required to furnish and pay for satisfactory performance, labor and material payment bonds in the amount of 100 percent of the contract amount and any other security required by law or by the specifications for the particular project.

3. Bid deposits shall be held for a period as is specified in the bidding instructions.

4. No bid shall be withdrawn for a period of 30 days or the time indicated in the contract subsequent to the opening of bids without the consent of the village.

5. Insurance coverage shall be required of the bidders. The extent of coverage and terms shall be included in the bidding instructions, and shall include the following coverages: general liability, workers compensation, completed operations, automobile, hazardous occupation, product liability and professional liability, as applicable.

6. All construction contracts shall include provisions that the successful bidder comply with the applicable prevailing wage rates then in effect, including wages, medical and hospitalization insurance and retirement for those trades as covered in the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended.

7. All applicable laws prerequisite to doing business in Illinois.

8. Evidence of compliance with:

a. Federal Employer Tax Identification Number of Social Security Number (for individual); and

b. Provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

9. Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

**Section 3. Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 4. Effective Date.** This Ordinance shall be take effect from and after its passage and approval and publication as required by law.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
VILLAGE CLERK