

## **AGENDA**

### **SPECIAL REGULAR MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST COOK AND WILL COUNTIES ILLINOIS**

Village Hall

7:00pm

October 7, 2013

Appointment of Village Attorney

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website  
[www.villageofparkforest.com](http://www.villageofparkforest.com)

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

## MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees appoint Felicia Frazier of the firm of Odelson Sterk, Ltd., as Village Attorney effective immediately, for a term ending October 6, 2014, such appointment not to preclude the use of other law firms, including for Park Forest specialty legal matters as may be deemed necessary by the Mayor and Board of Trustees; Mayor Ostenburg is hereby authorized to execute agreement with Odelson Sterk, Ltd.

10/7/13

## AGENDA

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

Village Hall

7:00 p.m.

October 7, 2013

Roll Call

1. Single Family Refuse Hauling Contract with Star Disposal
2. An Ordinance Amending the Closing Hours for Dunagains Irish Pub, located at 90 S. Orchard Drive
3. Acquisition of a 2013 Ford Transit Utility Vehicle
4. A Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village of Park Forest

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

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## VILLAGE OF PARK FOREST

### MEMORANDUM

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

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

**DATE:** September 24, 2013

**SUBJECT:** Single Family Refuse Hauling Contract

### BACKGROUND/DISCUSSION:

In accordance with local ordinance, the Village facilitates a mass contract for the pickup of garbage from single family homes in the Village. For the 5,600 such homes in Park Forest, a ten-year contract with Star Disposal will be expiring as of December 31, 2013. Prior to this, the Village had at least 2 three-year contracts with Star Disposal and the relationship with this service provider dates back more than 20 years. Residents are currently charged \$19.85 per month for unlimited pickup service. This fee includes:

- Weekly refuse pickup and every other week recycling pickup for \$17.32 per month
- Village costs for postage and processing of payments totaling \$2.53 per month

In conversations with the Mayor, it was determined that a contract extension be discussed with Star Disposal. Village legal counsel has opined that such a service contract can be negotiated with a preferred vendor and is not subject to a mandatory Request for Proposal process. Reasons for bypassing the RFP process are as follows:

- Star Disposal is a local business with longstanding roots in the community.
- The company is a significant contributor to the Park Forest business community and is a major property tax payer.
- Over the course of the past 10 year contract, Star Disposal provided, at no cost to residents or the Village, user friendly rolling carts for both garbage and recycling. Additionally, smaller or multiple carts are made available for seniors or larger families, respectively, as may be requested by Park Forest residents. These carts have made for a positive transition for garbage pickup days in which recycling and garbage materials are not prone to be blown about the community due to wind or strewn about due to raccoons, etc.
- Based on staff reports, the customer service has been top notch as provided by Star Disposal.

- In 2011/2012, Star Disposal began efforts to make green its rolling fleet by converting from diesel to compressed natural gas.

Over the past few months, Staff has been negotiating with Star Disposal to develop a refuse hauling agreement (attached) to succeed the current contract when it expires at the end of this year. The proposed deal would be a 5 year contract with a potential 5 year renewal. Highlights of the new contract include the following:

- The monthly pick up rate will be decreased from \$17.32 to \$17.05 per month (section 9).
- The annual increase in rates will be 3.5% in years 2 through 5 (2015 – 2018).
- Pending CPI analysis in years 3 – 5, the rate increase for year 6 will be either 0% or 3.5%.
- A franchise fee (section 10) of \$5,000 annually to be used at the Village's sole discretion. This replaces the expiring contract language which rendered \$2,000 annually for recycled goods revenues.
- The Village will be allowed to dump annually, free of charge, up to 400 tons of streetsweeping debris (section 17). The cost for the Village to carry out this service is approximately \$20,000 annually.
- Yardwaste stickers will be \$2.35 each and yardwaste bags will be \$2.85 per bag. Residents will also have the option to rent a 95-gallon toter for yardwaste at a fee of \$11.00 per month.
- Free garbage and recycling pickup at all Village facilities as noted in Schedule I

In addition to the above noted highlights, several items are new to the proposed contract which are in accordance with the Park Forest Sustainability Plan. These include quarterly reporting requirements of the following:

- All residential recyclable refuse collected within the municipal boundaries.
- Total number of tons of garbage collected.
- Total tons of yard waste and landscape waste collected.
- The approximate percentage of residents participating in the recycling program.
- Total number of hours spent on waste and recycling pick up in the Village for the quarter with the purpose of identifying the benefits of using Compressed Natural Gas Trucks vs. Diesel.

Another item needing to be addressed with the issue of single family refuse hauling is the

Village’s cost for monthly mailing and billing services. As noted above, this cost is currently at \$2.53. This figure has not increased at all over the course of the expiring contract (10 years). As a result, the fee has not kept pace with the associated costs. To catch up, Staff is proposing that this fee be increased to \$2.80 in year one of the new contract with this fee to be increased at an annual rate of 2.5%.

Keeping in mind the proposed rates for both the contractor’s refuse/recycling hauling fee and the Village’s administrative fee, following is a chart of what can be expected for single family residents over the course of the proposed 5 year + 5 year contract.

	<u>Refuse</u>	<u>Admin Fee</u>	<u>Total</u>
<u>Current</u>	\$17.32	\$2.53	\$19.85
2014	\$17.05	\$2.80	\$19.85
2015	\$17.65	\$2.87	\$20.52
2016	\$18.27	\$2.94	\$21.21
2017	\$18.91	\$3.02	\$21.93
2018	\$19.57	\$3.09	\$22.66
2019	\$19.57	\$3.17	\$22.74
2020	\$20.26	\$3.25	\$23.51
2021	\$20.96	\$3.33	\$24.29
2022	\$21.70	\$3.41	\$25.11
2023	\$22.46	\$3.50	\$25.96

The above chart reflects a 0% increase in year 6 of the contract pending CPI results in years 2015, 2016 and 2016.

As part of the Village’s discussion of this issue, representatives from Star Disposal will be in attendance at the October 7<sup>th</sup> Rules Meeting. Pending Village Board discussions and final details in the contract, an associated ordinance will need to be drafted establishing refuse rates for 2014 – 2018. With the uncertainty of the rate increase for year 6, another ordinance would be needed in 2018 to establish rates for 2019 – 2013. A draft of this ordinance is attached.

**SCHEDULE FOR CONSIDERATION:**

This item will be on the agenda for Village Board discussion at the October 7<sup>th</sup> Rules Meeting.

**DRAFT  
ORDINANCE**

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

**An Ordinance Amending Chapter 86 of the Code of Ordinances for  
the Village of Park Forest, Cook and Will Counties**

**BE IT ORDAINED**, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that

**Section I.**

The old refuse hauling rates will be removed and the language of the Village Code, Chapter 86 Section 6 be amended as follows:

The charge for each single family residence shall be:

\$19.85 per month for January 1, 2014 - December 31, 2014  
\$20.52 per month for January 1, 2015 - December 31, 2015  
\$21.21 per month for January 1, 2016 - December 31, 2016  
\$21.92 per month for January 1, 2017 - December 31, 2017  
\$22.66 per month for January 1, 2018 - December 31, 2018

for the collection and disposal of unlimited refuse weekly and recyclables every other week.

**Section II.**

This Ordinance shall be in full force and effect on January 1, 2014.

**PASSED** this \_\_\_\_\_ day of October, 2013

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor**

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

## **RESIDENTIAL REFUSE COLLECTION AGREEMENT**

THIS AGREEMENT as of the 1st day of January, 2014, by and between the Village of Park Forest, Cook and Will Counties, Illinois, a municipal corporation (hereinafter called the "Village") and Homewood Disposal Co. Inc., an Illinois corporation DBA Star Disposal (hereinafter called "Star").

### **WITNESSETH:**

**WHEREAS**, the Village of Park Forest, a home rule municipality of the State of Illinois has formulated a program for refuse collection for single family residences which provides for the separate collection of recyclable refuse (as hereinafter described) and a collection system of all other garbage, rubbish, refuse; and

**WHEREAS**, Star has serviced the Village for more than 20 years as a result of submitting the lowest bid for a garbage and recycle program collection system for all single family residences, and the Village desires to continue to use the services of Star on the terms and conditions hereinafter set forth; and

**WHEREAS**, Star has been an exemplary and longstanding contributor to the local tax base and the business community of Park Forest.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1.) Commencing January 1, 2014 through December 31, 2023, Star agrees to provide garbage, rubbish and refuse collection to all single family residences within the Village in accordance with the requirements of Chapter 86 of the Code of Ordinances of the Village, as from time to time amended, and the collection of all program recyclables placed for curbside collection in the carts provided by Star, between the hours of 7:00 AM and 7:00 PM on Tuesday of each week with the following limitations on trash pickup:
  - a.) If a can is used, the can must be designed for the purpose of containing garbage; not exceed 35 gallons in capacity and forty (40) pounds in weight.
  - b.) If a bag is used, the bag must be of a material strong enough so that tearing does not occur under normal handling conditions; and not exceed forty (40) pounds in weight.
  - c.) The hauler will provide curbside collection of one bulk item per week. Bulk items are items such as kitchen appliances, washers, dryers or furniture.
  - d.) No hazardous, special waste, car parts, tires or electronic waste will be collected.

Small amounts of dirt, sod, bricks and concrete will be collected. Two cans of remodeling debris will be collected. All material must be put curbside in a manner that Star employees can handle without compromising safety.

- 2.) Throughout the entire term of this Agreement, Star hereby agrees to provide collection of yard waste and landscape waste to all single family residences within the Village in accordance with the Ordinances of the Village and the laws of the State of Illinois on the same day of all other collection services provided by Star, and specifically in accordance with the specifications as listed on Exhibit A attached hereto and made a part hereof and at the charges listed on Schedule II. It is understood that all charges for landscape or yard waste collection shall not be the responsibility of the Village and shall be billed directly to the resident who shall be responsible for all costs incurred.
- 3.) Star hereby agrees to sell any bags or stickers associated with the yard waste collection programs at its office located at 20 South Street, Park Forest, Illinois; and the Village will also sell stickers or bags at Village Hall. In addition, Star agrees to secure agreements with retail stores in the Village to sell stickers, and/or bags. The retail stores shall be at locations approved by the Village, including, but not limited to, grocery stores, convenience stores, hardware stores, gas stations, or currency exchanges. Star shall make every effort to have locations spread geographically throughout the Village.
- 4.) When a legal holiday (Christmas, New Years Day, July 4<sup>th</sup>, Memorial Day, Labor Day and Thanksgiving) falls on a Sunday, Monday or Tuesday, Star shall collect all garbage, rubbish, refuse and landscape waste, including recyclable refuse, from the single family residences (normally collected on Tuesday) on Wednesday for that week only; it being understood that in all cases collection shall occur no less than once a week as required by the Village Code of Ordinances for household refuse, rubbish, and garbage.
- 5.) Star shall provide collection of recyclable refuse placed at curbside of all single family residences for which collection is to be provided. The recycling material will be collected in 65 gallon carts (provided and owned by Star to each household) on an every other week schedule.

Recyclable refuse shall include:

- a. Newsprint - any paper that arrives in the Sunday or daily newspaper;
- b. Junk mail - any paper that arrives in the mail;
- c. Glossy paper - magazines and catalogues;
- d. Tin and aluminum containers;
- e. White, brown and green glass bottles;
- f. All #1 through 7 with the exception of #6 plastic bottles;
- g. Telephone books; and
- h. Chipboard and corrugated cardboard.

The recyclable refuse shall never be commingled with other refuse. Star agrees that it will provide the 65 gallon carts to be utilized for the collection of recyclable refuse and will be responsible for the distribution, maintenance and replacement of such containers at no additional charge (other than abuse). At the request of individual homeowners, Star will make available additional carts or carts of a smaller and/or larger capacity.

- 6.) Star shall also maintain a Village license in good standing and maintain all collection vehicles in accordance with all applicable provisions of the Village Code of Ordinances.
- 7.) Star agrees to maintain with insurance coverage in the amounts and in accordance with the specifications as itemized in Exhibit B, attached hereto and made a part hereof.

- 8.) Star agrees to indemnify, keep and save harmless the Village, its officers, agents, and employees from and against all liabilities, judgments, costs, damage and expenses, including attorneys' fees, which may accrue against the Village as a result of the performance of any activity of Star under this Agreement.
- 9.) It is hereby agreed that the Village shall pay the following amounts to Star per month for weekly collection to each single family residence in the Village of approximately 5,610 residences less the number of residences specifically listed by its street address in a written notice by the Village as hereinafter provided:
- a.) For the period of January 1, 2014 to December 31, 2014 - \$17.05 per unit per month (includes all current fees and taxes as well as the \$.22/ton fee Cook County is proposing to implement in 2014.

Annual increases will be 3.5% in years 2 through 5 (2015 – 2018). The Village and Star agree to meet in June of year 5 (2018) to determine if the annual adjustment can be waived for year 6 (2019). If the previous 3 years (2015, 2016, 2017) C.P.I.U., using the Chicago – Gary – Kenosha IL- IN- WI November report that is published in December by the U.S. Department of Labor, averages less than 3.5% there will be no increase in year 6 (2019). Annual adjustments would then resume in year 7 (2020).

<b>Year of Contract</b>	<b>Rate Per Unit</b>	<b>Rate</b>
2014	\$17.05	
2015	\$17.65	
2016	\$18.27	
2017	\$18.91	
2018	\$19.57	
2019	\$20.26**	\$19.57*
2020	\$20.97**	\$20.26*
2021	\$21.70**	\$20.97*
2022	\$22.46**	\$21.70*
2023	\$23.25**	\$22.46*

\*Rates in contract years 6 – 10 assume a 0% increase in year 6.

\*\*Rates in contract years 6 – 10 assume a 3.5% increase in year 6.

During the entire term of this Agreement, on the last day of each calendar month, the Village may recompute the number of the single family residences requiring collection for the previous month. Upon delivery by the Village of such computation to Star, the Village shall have no liability for payment to Star for the monthly fee for any additional single family residence. The Village shall pay Star within thirty (30) days of receipt of a monthly invoice which shall state the number of single family residences served by Star for such invoice period. It is hereby agreed that Star may request verification of the number of single family residences being serviced within the Village no more than once every three (3) months.

- 10.) Star agrees to provide the Village (upon request) a report of all residential recyclable refuse collected within the municipal boundaries of the village quarterly. Star agrees to pay the Village \$5000.00 annually as a franchise fee in lieu of revenues or losses generated by the sale of all residential recyclable refuse collected within the municipal boundaries of the Village for each twelve (12) month period this Agreement is in effect. The payments will be due and owing on January 31 of each year during the term of this Agreement.
- 11.) Star agrees to sell to the Village at 4% below retail cost all stickers and/or bags for resale by the Village at any Village facility for the collection of yard waste and landscape waste. Star shall reimburse the Village for its costs for all stickers and/or bags remaining unsold at the expiration of this Agreement within thirty (30) days of presentment by the Village.
- 12.) Star further agrees to provide and maintain containers and provide collection services for Village facilities at the locations and for the number of times per week as itemized on Schedule I attached hereto and made a part hereof at no additional cost to the Village.
- 13.) Within thirty (30) days of the execution of this Agreement, Star agrees to provide the Village with an irrevocable Letter of Credit or Performance Bond for a term of no less than thirty-six (36) months or for three (3) consecutive terms of twelve (12) months and renewed prior to expiration, in the amount of fifty thousand dollars (\$50,000) as security for the payments and performance by Star of all of its obligations and undertakings required by the Agreement. Such Letter of Credit or Performance Bond shall be drawn from a financial institution acceptable to the Village and shall provide that a drawdown of moneys there from shall be available to the Village upon certification by the Village to the issuer of such Letter of Credit or Performance Bond of the amounts due and owing from Star for the failure by Star to perform all of the collection services as required herein thereby requiring the Village to incur costs in excess of the amounts otherwise due to Star by the terms of this Agreement.
- 14.) At the request of the Village Manager (no more than quarterly) Star agrees to provide details related to the total number of tons of garbage collected; tons of yard waste and landscape waste collected, the approximate percentage of residents participating in the recycling program, and the number of hours spent on waste and recycling pick up in the Village for the quarter with the purpose of identifying the benefits of using Compressed Natural Gas Trucks vs. Diesel.
- 15.) Star covenants and agrees to at all times during the term of this Agreement to comply with all applicable Ordinances of the Village of Park Forest, the laws of the State of Illinois and all applicable rules and regulations of all State and Federal agencies having jurisdiction over refuse collection and disposal.

- 16.) The Ordinances of the Village, various statutes of the State of Illinois, Federal statutes and regulation, and Executive Orders issued by the President of the United States forbid discriminatory employment practices by employers contracting with various levels of government. Consequently, Star hereby agrees, in performing under this Agreement, not to discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice. Star further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation and selection for training, including apprenticeship. Star agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Star further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement. Star also agrees to pay prevailing wages as required by Illinois law.
- 17.) At the request of the Village, Star will allow free of charge the use of its transfer station, located at 20 South Street, for the dumping of not more than 400 tons of debris annually of materials collected from street sweeping.
- 18.) Should a labor strike occur during the term of this agreement Star agrees to use all best efforts to provide service or alternate sites (i.e., large dumpsters) for residents to dispose of garbage.
- 19.) The Village hereby covenants and agrees not to impose any additional business license fee, regulation fee or inspection fee throughout the term of this Agreement upon the operation of Star; however, this restriction does not apply to real estate or real estate transfer taxes, to building permit fees, and does not prohibit the Village from imposing fines for violations of ordinances.
- 20.) This Agreement shall be in full force and effect as of January 1, 2014, and terminate on December 31, 2023. This Agreement shall automatically renew with terms and conditions acceptable to said parties unless Star receives written notice from the Village no less than ninety (90) days prior to said termination date of its intention not to extend.
- 21.) This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion.

Executed on behalf of the Village of Park Forest by its Manager this \_\_\_\_\_ day

of \_\_\_\_\_, 2013.

Village of Park Forest

By: \_\_\_\_\_  
Village Manager

Attest: \_\_\_\_\_  
Notary

Executed on behalf of Star/Homewood Disposal Service Inc., by its President, this \_\_\_\_\_ day

of \_\_\_\_\_, 2013

Star/Homewood Disposal Service Inc.

By: \_\_\_\_\_  
General Manager

Attest: \_\_\_\_\_  
Notary

## **EXHIBIT A**

### **YARD WASTE DISPOSAL:**

The hauler will provide for separated curbside pick-up of yard waste from April 1' through November 30' each year. Yard waste pick-up shall be done on the same day as garbage and recycling pick-up. Below are two collection methods that the Village requires the haulers to use:

Method #1- Thirty (30) gallon biodegradable Kraft paper bags may be used for yard waste. The homeowner shall have the option to purchase these bags from any local store or from the Village or contractor. The preprinted bags purchased from the Village or contractor shall include the cost of pick-up and disposal by the contractor. For the bags purchased from local stores, the resident would be required to purchase a sticker from the contractor or the Village to cover the cost of pick-up and disposal.

Method #2 - Upon the request of the resident, the hauler will provide a 95-gallon wheeled yard waste cart for rent to all single family residences. Residents will be allowed to rent additional containers if necessary. These containers will be used for yard waste from April through November. The containers may be used for regular refuse disposal from December through March. Rental cost of the yard waste carts and the pick-up cost will be billed directly to the participating residents by the hauler.

The hauler will be required to provide Christmas tree pick-up service in January of each year during the hauler's contract at no additional cost. The hauler will also pick up 3 to 4 bundles of branches per week at no additional cost to the resident. The bundles must be cut into 5 feet (or less) lengths and no branch may be greater than 4" in diameter.

The hauler will be responsible for providing (upon request) quarterly reports to the Village verifying that collected yard waste has been forwarded to an appropriate composting center. These reports are important to assure that the Village program meets the legislative standards of 15% and 25% waste reduction set forth in the Illinois Solid Waste Planning and Recycling Act.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG0001 (Ed. 11/85) and/or Owners and Contractors Protective Liability policy with the municipality stated as named insured; and
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA0019 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract, or Insurance Services Office form number CA0001 (Ed. 12/90); and
3. Workers' Compensation as required by Illinois Law and Employers' Liability insurance.

#### **B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Illinois Law and Employers' Liability insurance.

#### **C. Deductible and Self-Insured Retentions**

Any deductible or self-insured retentions must be declared to and approved by the municipality. At the option of the municipality, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the municipality, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### **D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
  - a. The municipality, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the municipality, its agents, employees or volunteers.

- b. Where Contractor liability exists, the Contractor's insurance coverage shall be primary as respects the municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the municipality, its agents, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the municipality, its agents, employees or volunteers.
- 2. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3. Workers' Compensation and Employers' Liability Coverages:  
The insurer shall agree to waive all rights or subrogation against the municipality, its agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
  - 4. All Coverages:  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the municipality.

#### **E. Acceptability of Insurers**

Insurance is to be placed with insurer with a Best's rating of not less than B+.

#### **F. Verification of Coverage**

Contractor shall furnish the municipality with certificates of insurance naming the municipality as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality before any work commences. The municipality reserves the right to request full certified copies of the insurance policies. Such certificate of insurance must contain a provision that in the event of cancellation, the Village shall receive no less than thirty (30) days prior notice.

## SCHEDULE I

LOCATION	MATERIAL COLLECTED	# OF CONTAINERS	SIZE (CUBIC YARDS)	COLLECTIONS PER WEEK
<b>Police Station</b>	<b>garbage</b>	<b>1</b>	<b>2</b>	<b>4</b>
200 Lakewood Blvd.	<b>recycling</b>	<b>2</b>	<b>carts</b>	<b>1</b>
	#11-2845			
<b>Village Hall</b>	<b>garbage</b>	<b>1</b>	<b>2</b>	<b>3</b>
350 Victory Dr.	#11-2856			
<b>Fire Station</b>				
<b>156 Indianwood</b>				
<b>Library</b>	<b>garbage</b>	<b>1</b>	<b>2</b>	<b>2</b>
	<b>recycling</b>	<b>4</b>	<b>carts</b>	<b>1</b>
400 Lakewood	#11-2088	<b>1</b>	<b>YW cart</b>	<b>1</b>
<b>Public Works</b>	<b>garbage</b>	<b>2</b>	<b>6</b>	<b>3</b>
	<b>recycling</b>	<b>4</b>	<b>carts</b>	<b>1</b>
	<b>garbage</b>	<b>2</b>	<b>carts</b>	<b>1</b>
75 Park St.	#11-2856 +2054			
<b>Water Plant</b>	<b>garbage</b>	<b>1</b>	<b>2</b>	<b>1</b>
100 Park St.	#11-2847			
23500 Crawford				
<b>Freedom Hall</b>	#11-2102			
410 Lakewood	<b>garbage</b>	<b>1</b>	<b>2</b>	<b>1</b>
<b>Tennis Club*</b>	11-1033+2089			
	<b>garbage</b>	<b>1</b>	<b>4</b>	<b>2</b>
290 Westwood	<b>recycling</b>	<b>4</b>	<b>carts</b>	<b>1</b>
<b>Nature Center*</b>	#11-2097			
	<b>garbage</b>	<b>1</b>	<b>cart</b>	<b>1</b>
247 Monee Rd.	<b>recycling</b>	<b>1</b>	<b>cart</b>	<b>1</b>
<b>Aqua Center*</b>	#11-14550			
	<b>garbage</b>	<b>1</b>	<b>6</b>	<b>6</b>
30 N. Orchard	<b>recycling</b>	<b>10</b>	<b>carts</b>	<b>1</b>
	#11-2848			

\*Seasonal

## **SCHEDULE II**

### Landscape Waste:

#### Method #1- Cost of Sticker

January 1, 2014 to December 31, 2014                      \$2.35/sticker

#### Method #1 - Cost of Bag

January 1, 2014 to December 31, 2014                      \$2.85/preprinted bag

### **OR**

#### Method #2 - Rental of 95-Gallon Container

January 1, 2014 to December 31, 2014                      \$2.75/mo.

### **PLUS**

#### Method #2 - 90-Gallon Container Collection & Disposal

January 1, 2014 to December 31, 2014                      \$11.00/mo.

Annual increases for the yard waste user pay program shall not exceed 10% in any given year.

## VILLAGE OF PARK FOREST

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

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

**DATE:** October 7, 2013

**RE:** An Ordinance Amending the Closing Hours for Dunagains Irish Pub, located at 90 S. Orchard Drive

**BACKGROUND/DISCUSSION:**

Bob and Amy Gain have requested a change in the operating hours of Dunagains Irish Pub to permit the tavern to remain open until 3:00 a.m. on Fridays. Section 6-5(d) of the Village Code of Ordinances specifies that licensed retailers of alcoholic liquors may stay open until 3:00 a.m. on Saturdays and Sundays, but may stay open only until 2:00 am on all other days of the week. A similar approval to stay open until 3:00 a.m. on Fridays was granted to the Sapphire Room, LLC.

The letter of request from the business owners is attached.

**SCHEDULE FOR CONSIDERATION:**

This item will be on the Board Rules agenda for discussion on October 7, 2013.



*Dunagains Irish Pub*  
*90 S. Orchard Dr.*  
*Park Forest IL 60466*  
*708-747-0999*

Sep 12, 2013

To Village Board Members,

Members of the board; Dunagains Irish Pub would like to formally request an hour change at our establishment at 90 S. Orchard Drive, Park Forest. We are asking for permission to stay open until 3:00 am Friday morning (closing of Thursdays' business day) in contrast to current village code. We understand, recently; a similar request had been granted to another business within the village and Dunagains Irish Pub humbly requesting similar consideration.

We thank you in advance for your time and consideration of our request. Please feel free to contact either of us directly to answer any questions you may have of this request.

Sincerely,

Bob and Amy Gain

Owners

Dunagains Irish Pub

Bob's Cell: 708-297-6223

Amy's Cell: 260-235-0354

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

**AN ORDINANCE AMENDING THE CLOSING HOURS FOR  
DUNAGAINS IRISH PUB, 90 S. ORCHARD DRIVE,  
PURSUANT TO CHAPTER 6 (“ALCOHOLIC BEVERAGES”),  
ARTICLE I (“IN GENERAL”), SECTION 6-5 (“CLOSING HOURS”)  
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the Code of Ordinances of the Village of Park Forest (“Village Code”) provides for the hours during which licensed retailers of alcoholic liquor for consumption on the premises are permitted to sell, or permit to be sold or given away; and

**WHEREAS**, Dunagains Irish Pub, located at 90 South Orchard Drive in the Village of Park Forest (“Village”), currently holds a Class A liquor license which authorizes the retail sales of alcoholic liquors by a tavern for consumption on the premises and in package quantities for consumption off the premises; and

**WHEREAS**, Bob and Amy Gain, the owners of Dunagains Irish Pub, have requested a change in the closing hours to permit the establishment to remain open on Fridays until the hour of 3:00 a.m.; and

**WHEREAS**, Dunagains Irish Pub has operated under its current liquor license in a responsible manner with no violations of the Village’s liquor licensing regulations.

**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, that:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Closing Hours Amended.** The Applicant is granted approval to sell or deliver alcoholic liquor and to allow consumption of alcoholic liquor until 3:00 a.m. on Fridays pursuant to Section 6-5(d) of the Village Code pursuant to the approved Class A liquor license.

**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 in full force and effect from and after its passage and approval and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CLERK

**AGENDA BRIEFING**

**DATE:** September 25, 2013

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

**FROM:** Clifford Butz, Chief of Police

**RE:** Acquisition of One (1) 2013 Gray Ford Transit Utility Vehicle

**BACKGROUND/DISCUSSION:**

The 2013/2014 Police Department budget includes \$30,000.00 in funds for the replacement of the Community Service vehicle. This vehicle has multiple uses but its main function is serving as the day-to-day squad for the two Part-Time Community Service Officers. Attached is the price invoice from Terry Lincoln-Mercury in Peotone. The South Suburban Mayors and Managers Suburban Purchasing Cooperative is no longer in effect. However, Terry's is matching the price for the State purchasing bid cost. In the past several years the Police Department has purchased vehicles from Terry Lincoln-Mercury with positive results. It is Staff's recommendation to purchase the vehicle from Terry Lincoln-Mercury. This vehicle will be replacing a 2005 Ford F-150 pick-up truck that currently has 111,000+ miles. The amount to be approved is:

(1) 2013 Ford Transit Utility Vehicle	\$20,404.00
Total	<u>\$20,404.00</u>

This price leaves sufficient funds for converting the vehicle within the total budget.

**SCHEDULE FOR CONSIDERATION:**

This item will appear on the Rules Meeting Agenda of October 7<sup>th</sup> for Board discussion.



INVOICE #33555

Date: September 24, 2013

Bill to: Village of Park Forest/Police

Re: 2013 Ford Transit Connect  
VIN: NMOLS7CN3DT161970 Silver Metallic

Vehicle: \$20,299.00  
"M" Plate/Title \$105.00

Total Due: \$20,404.00

Please make payment to:

Terry's Ford  
363 N. Harlem Avenue  
Peotone IL 60468  
708-258-2400 – Contact: Linda Sucich  
708-258-2357 Fax

THANK YOU

Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description	VIN NM0LS7CN3DT <b>161970</b>	
TRANSIT CONNECT	2013 S7C0 TRANSIT CONNECT XL VAN 2.0L I4 DURATEC GAS ENGINE 4 SPD AUTO TRANSAXLE W/ O/D	Exterior SILVER METALLIC Interior DARK GRAYCLOTH SEATS - LOZENGE

Standard Equipment INCLUDED AT NO EXTRA CHARGE

		<u>FUNCTIONAL</u>	
<u>EXTERIOR</u>	<u>INTERIOR</u>	. ALTERNATOR 150 AMP	<u>SAFETY/SECURITY</u>
. BUMPERS, GRAY	. AIR COND,	. AM/FM STEREO W/ 2 SPEAKERS	. AIRBAGS - FRONT AND SIDE
. DOORS - DUAL SLIDING SIDE, 180-DEGREE HINGED, REAR	. MANUAL FRONT . BUCKET SEATS- MANUAL 6-WAY DRIVER, 4-WAY FRONT PASS	. FUEL TANK - 15.4 GALLON	. ADVANCETRAC WITH RSC
. INTEGRATED SPOTTER MIRRORS	. DOME LAMPS - FRT, MID & RR	. GRILLE - GREY 3- BAR W/LOCK	. COLLAPSIBLE STEER COLUMN
. MOLDINGS - BODY SIDE, GRAY WHEEL LIP, GRAY	. FLOOR COVERING - CARPETED FRONT, VINYL REAR	. MAINT. FREE BATTERY W/SAVER	. 4-WHEEL ABS W/ TPMS
. PRIVACY GLASS - REAR DOORS	. HEADLINER - FULL CLOTH	. MANUAL WINDOWS / LOCKS	<u>WARRANTY</u> . 3YR/36,000 BUMPER / BUMPER
. 15" STEEL WHEELS WITH COVERS	. OVERHEAD STOWAGE SHELF	. TILT/TELESCOPE WHEEL	. 5YR/60,000 POWERTRAIN
		. TIRES - P205/65R-15 BSW	. 5YR/60,000 ROADSIDE ASSIST
		. FULL-SIZE SPARE TIRE	
		. 12V POWERPOINT	

Price Information

BASE PRICE	\$22,610
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Included on this Vehicle ORDER CODE 200A	SILVER METALLIC DARK GRAY CLOTH .2.0L I4 DURATEC GAS ENGINE	TOTAL VEHICLE & OPTIONS DESTINATION & DELIVERY	22,610 995
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Optional Equipment 2013 MODEL YEAR	.4 SPD AUTO TRANSAXLE W/ O/D FRONT LICENSE PLATE BRACKET	TOTAL MSRP	\$23,605
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Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

## Vehicle Engine Information

<b>Estimated Annual Fuel Cost: \$ 2,300</b>	CITY MPG 021 HIGHWAY MPG 027	Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as Spec.Purp.Vehs. have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.
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Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at [www.Ford-ESP.com](http://www.Ford-ESP.com).

## **AGENDA BRIEFING**

**DATE:**        **October 7, 2013**

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

**FROM:**       **Chief of Police Clifford Butz**

**RE:**           **A Resolution Authorizing the Sale by Public Auction of Personal Property**  
                  **Owned by the Village of Park Forest**

**BACKGROUND/DISCUSSION:** The attached resolution provides authority for the Village of Park Forest to participate in the Dyer Auto Auction at which time three (3) vehicles will be sold. Two vehicles are police squads which are being disposed up due to high mileage. The other vehicle is one that was seized during police activities. The vehicles are as follows:

2009 Ford Crown Victoria, (old Squad car) VIN #2FAHP71V49X100785,

2008 Ford Crown Victoria, (old Squad car) VIN #2FAFP71V68X103693

2005 Chevy Silverado Pick-up truck, (seized vehicle) VIN #1GCEK14X55Z177112.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Rules Meeting Agenda of October 7th, 2013 for Board discussion.

**A RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL  
PROPERTY OWNED BY THE VILLAGE OF PARK FOREST**

**Whereas**, Article VII, Section of the Constitution of the State of Illinois, and Chapter 17/27, paragraph 741-748 of the Illinois Revised Statutes, authorize and encourage intergovernmental cooperation; and

**Whereas**, in the opinion of a majority of the corporate authorities of the Village of Park Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of the personal property hereinafter described; and

**Whereas**, it has been determined by the Mayor and Board of Trustees of the Village of Park Forest; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Trustees:

**SECTION ONE:** pursuant to Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statute the Mayor and Board of Trustees of the Village of Park Forest find the personal property described in Attachment A now owned by said jurisdiction would be best served by the property's sale.

**SECTION TWO:** The Village Manager for the Village of Park Forest is hereby authorized to direct the sale of the aforementioned personal property at the:

Dyer Auto Auction  
641 Joliet Street  
Dyer, In.

**SECTION THREE:** the Village Manager is hereby authorized to direct the Dyer Auto Auction to advertise the sale of the aforementioned personal property through area newspapers, direct mailings, and other channels deemed appropriate prior to the date of said auction.

**SECTION FOUR:** no bid shall be accepted for the sale of an item which is less than the minimum value set forth herein, unless the Manager or designees so authorizes at the time of auction.

**SECTION FIVE:** upon full payment of the auctioned price for the aforesaid items of personal property by the highest bidder, the Manager is authorized to direct Dyer Auto Auction to convey and transfer the title and ownership of said personal property to the bidder.

**SECTION SIX:** this ordinance shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities, and approval in the manner by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

ATTEST:

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Mayor

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Village Clerk

## Attachment A

<b>Department</b>	<b>Vehicle Make/Model</b>	<b>Year</b>	<b>VIN</b>
Police	Ford Crown Victoria	2009	2FAHP71V49X100785
Police	Ford Crown Victoria	2008	2FAFP71V68X103693
Police	Chevy Silverado pick-up truck	2005	1GCEK14X55Z177112