

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, MARCH 8, 2021**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:00 p.m.

**ROLL CALL**

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced that all members are attending remotely via video teleconference and he is present in the Village Hall due to Social Distancing regulations resulting from the COVID-19 pandemic.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the February 22, 2021, Regular Meeting of the Village Council be approved without reading as each member has received a copy thereof.

**ROLL CALL:**

**AYES:** Commissioners Novak, Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**PUBLIC COMMENT**

None

**COMMUNICATIONS:**

Mayor Hoskins introduced Bradford Townsend, who gave a presentation on the various forms of government and explained the process should the Village Council decide to place a referendum on the ballot regarding changing Forest Park's form of government.

**DEPARTMENT REPORTS:**

None

## **APPROVAL OF BILLS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the Resolution for the payment of bills be adopted. The Commissioner of Accounts and Finance has reviewed the bills as applicable to each department and found the aggregate amounts to be correct and recommends payment when funds are available. The bills totaled \$298,263.72.

**R-20-21  
RESOLUTION FOR  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$298,263.72  
APPROVED**

## **ROLL CALL:**

**AYES:** Commissioners Novak, Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

## **UNFINISHED BUSINESS:**

None

## **NEW BUSINESS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Ordinance amending Chapter 10, entitled "Taxicabs, Taximeters, and Drivers," of the Village Code of the Village of Forest Park be adopted. It was discussed that the changes are being made at the request of Blue Cab, in order to help them compete better with rideshare companies like Uber and Lyft.

**O-05-21  
ORDINANCE AMENDING  
CHAPTER 10, REGARDING  
TAXICABS, TAXIMETERS  
AND DRIVERS  
APPROVED**

## **ROLL CALL:**

**AYES:** Commissioners Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** Commissioner Novak

**ABSENT:** None

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance amending Section 5-1-11 of Chapter 1 of Title 5 of the Municipal Code of the Village of Forest Park be adopted. It was discussed that the Recreation Board requested these changes in order to install a lock on the Dog Park to prevent non-registered users and to ensure that all dogs who are registered have their proper inoculations.

**O-06-21  
ORDINANCE AMENDING  
CHAPTER 1, REGARDING  
THE FOREST PARK DOG  
PARK  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** Commissioner Novak

**ABSENT:** None

The motion carried.

It was moved by Commissioner Nero and seconded by Commissioner Novak that the Resolution approving and authorizing the execution of the Community Development Block Grant ("CDBG") 2021 Program Year Capital Improvement/Demolition and Economic Development Project Application be adopted.

**R-21-21  
RESOLUTION APPROVING  
CDBG 2021 PROGRAM  
YEAR APPLICATION  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Novak, Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Novak to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Police Sergeant Eligibility list to fill a vacancy.

**BOARD OF FIRE AND  
POLICE COMMISSIONERS  
DIRECTED TO APPOINT  
ONE POLICE SERGEANT  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Novak, Byrnes, Nero, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**ADMINISTRATOR'S REPORT:**

None

**COMMISSIONER'S REPORTS:**

Commissioner Novak reported that it is that time of year for residents to renew their vehicle stickers. The renewals are due by April 1<sup>st</sup>.

Commissioner Voogd wished all a Happy International Women's Day.

Mayor Hoskins reported that there were some unruly crowds on Madison Street this past Saturday. It seems that patrons were celebrating St. Patrick's Day early. The mayor reminded everyone that COVID protocols are still in place and the village will be enforcing the 50% occupancy mandate. Last, there is a donation center set up in Broadview to provide relief to those in Mississippi who have no water due to recent weather events. If anyone wants to drop off donations at the Village Hall, they will be transported to Broadview for the people of Mississippi.

### **ADJOURNMENT**

There being no further business to be addressed, Commissioner Nero moved and Commissioner Voogd seconded to adjourn the meeting. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 8:18 P.M.

Respectfully submitted,

Vanessa Moritz  
Village Clerk



**THE SPECIAL MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY MORNING, MARCH 8, 2021 AT 11:00 A.M.**

**ROLL CALL**

Commissioners Byrnes, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced that the purpose of the special meeting is to interview candidates for Village Administrator.

**PUBLIC COMMENT**

None

**ADJOURNMENT**

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd to adjourn into closed session to consider the employment, appointment, compensation, discipline or termination of specific employees of the public body. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 11:00 a.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON TUESDAY MORNING, MARCH 9, 2021 AT 10:00 A.M.**

**ROLL CALL**

Commissioners Byrnes, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced that the purpose of the special meeting is to interview candidates for Village Administrator.

**PUBLIC COMMENT**

Mr. Tom Kovac submitted public comment stating that he hopes the person selected to fill the position will not be a selected “lap dog” for Rory Hoskins

**ADJOURNMENT**

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd to adjourn into closed session to consider the employment, appointment, compensation, discipline or termination of specific employees of the public body. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 10:03 a.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk



## **Finance report to Village Council for period ending January 31, 2021**

Attached are the summaries and balance sheets for the General fund, Water fund, and Primary Government as of January 31, 2021. This report compares FY2021 budget, year to date, and projected year-end to FY2020 budget, equivalent period, and year-end. While the fiscal period ends on April 30, revenues and expenditures will be reviewed for receivable and liability dates, with a standard 60 day review period.

General fund revenues as of January reflect an increase of \$466,573 or 4.4% compared to this period prior year. Grant reimbursements, local shares of use tax, income tax, and the newly imposed municipal motor fuel tax contribute to this gain. Forest Park received aid in FY2021 from the CARES Act Coronavirus Relief Fund for reimbursement on eligible expenses. The amount allotted to Forest Park and disbursed through Cook County was \$307,976, and was recorded as grant revenue. All other revenue categories are below budgeted expectation and prior year to date. Fiscal year-end projections show General fund revenues at 98.9% of budgeted expectation, short by (\$185,823), and (\$265,208) or (1.5%) below prior year. FY2021 revenues were budgeted conservatively due to onset of the pandemic and the impact on the economy. State shared revenues of sales tax, use tax, and income tax will end above expectation, which offsets the shortfall in locally imposed fees for services, fines, and penalties. Expenditures as of January are down (0.7%) or (\$91,309). The increases in Public Affairs, Village Clerk, and Fire Department are as reported in prior months (legal fees, consolidated dispatch, pension contributions, and retirements). Fiscal year-end projections for expenditures are at 88.9% of budgeted expectation, a reduction of (\$2,449,190). This is an increase of \$190,440 from prior year. Deferrals in equipment replacement, grants not awarded, and reduction or temporary elimination of services are the source of savings for current year. Action taken prior to the beginning of FY2021 to reduce expenditures and cash flow included deferral of principal loan payments from May to October 2020 for a cash savings of (\$159,112); wage concessions, reduction of part-time staff, and elimination of seasonal staff for an approximate savings of (\$472,810), and one-time relief credits from insurance providers of (\$26,665), for an overall savings (\$658,587). Projections indicate that all departments will remain under budget. While the overall loss is less than expected, the General fund deficit will worsen.

Water fund year to date operating revenues reflect an increase of 59.9% or \$2,307,292 from prior year. This increase is due to grant reimbursement, reimbursement from MWRD for the sewer separation project, and sewer charges imposed in June 2020. Year-end projections show revenues exceeding budget by \$300,740. Expenditures have increased \$3,278,232 or 129.6% from prior year due to the sewer separation project and pumping station improvements. Year-end projected expenditures are at 87.6% of budget. Infrastructure improvement projects that did not have matching funds were eliminated in FY2021 due to the economic impact from the pandemic. Funds cannot be committed to projects when cash flow is at an uncertainty, and outstanding receivables for unpaid water accounts continues to be significantly higher than prior year.

On the Primary Government summary, Village-wide FY2021 revenues are \$2,220,093 or 12.4% greater than this period prior year, and expenditures are up 10.5% or \$2,074,094. The Water fund comprises this revenue and expenditure variance. Overall year-end projections indicate revenues to meet 98.5% of budgeted expectation, and expenditures at 83%. Revenues will fall short in IMRF, Social Security, the Police state and federal seizure funds, TIFs, and in the VIP fund. Non-major funds of Foreign Fire Tax Insurance and IMRF are projected to exceed budget, while all other funds will remain below expectation. As the FY2022 budget process begins, there will be additional challenges in revenue shortages. Preliminary State FY2022 budget proposes a 10% reduction to Local Government Distributive Fund, which is the local share of income tax. This equates to an approximate loss of (\$152,275). The state shared revenues that are disbursed per capita (income tax, use tax, and motor fuel tax) will be dependent upon the 2020 Census results. The Illinois Comptroller's Office debt recovery program will not deduct fines from low-to-moderate income tax payers as a means to offer relief for families struggling from the pandemic. While this is not debt forgiveness, this deferral of collections will impact General fund revenues.

Direct aid will be provided to the Village through the American Rescue Plan and FEMA. Application has been made to FEMA, and this eligibility period was just extended through September 30, 2021. These funding resources are reimbursements for eligible costs brought on by the pandemic and as outlined by federal guidelines.

Construction projects and services without subsidized funding will continue to be deferred through next fiscal year. Vehicles and asset replacement cannot be deferred for yet another year as the safety of staff and village-wide operations are dependent upon functioning equipment. Discussions on revenue sources are necessary in order to fund replacement equipment.

The General fund has faced consecutive years' losses and has depleted fund reserves. The need for additional revenue resources must be addressed. This budget year will once again face the continuing challenges of flat revenues with increasing costs of operating expenses, personnel, and pension obligations. It is incumbent upon the Village to review other revenue options in order to maintain the current level of safety and services that our residents expect.

Respectfully submitted,  
Letitia Olmsted  
Village of Forest Park Finance Director

**FY2021 Village of Forest Park  
General Fund Summary  
as of January 31, 2021**

	Fiscal Year ending April 30, 2021				Fiscal Year Ending April 30, 2020			
	Budget	FY to Date	% Budget	Projected Year End	Budget	FY to Date	Year End	% End Bal
<b>Revenues</b>								
Property Taxes	5,155,171	2,576,795	50.0%	5,173,182	4,917,710	2,448,746	5,092,120	48.1%
State Taxes	4,254,939	3,429,694	80.6%	5,273,285	5,345,083	3,290,013	5,452,079	60.3%
Franchise/Utility Taxes	1,107,498	867,208	78.3%	1,190,028	1,441,250	876,263	1,361,978	64.3%
Licenses, Permits, Fees	1,207,585	988,737	81.9%	1,342,498	1,394,425	982,655	1,237,592	79.4%
Grants	1,463,534	722,672	49.4%	828,558	2,252,929	13,374	38,844	34.4%
Fees for Services	2,518,305	1,596,059	63.4%	2,059,568	2,736,444	1,853,393	2,518,589	73.6%
Fines & Penalties	1,267,710	721,075	56.9%	911,281	1,245,310	951,555	1,288,744	73.8%
Leases / Misc Revenues	276,540	229,901	83.1%	287,059	345,226	249,570	340,721	73.2%
<b>Total Revenues</b>	<b>17,251,282</b>	<b>11,132,142</b>	<b>64.5%</b>	<b>17,065,459</b>	<b>19,678,377</b>	<b>10,665,569</b>	<b>17,330,667</b>	<b>61.5%</b>
<b>Expenditures</b>								
Total General Public Affairs	1,249,489	805,023	64.4%	1,162,636	1,288,563	786,494	1,100,194	71.5%
Total Police Department	5,195,994	3,464,698	66.7%	4,779,935	5,226,451	3,528,259	4,810,182	73.3%
Total Community Center	577,490	243,901	42.2%	346,776	661,315	467,176	564,376	82.8%
<b>Total Office of Public Affairs</b>	<b>7,022,973</b>	<b>4,513,622</b>	<b>64.3%</b>	<b>6,289,347</b>	<b>7,176,329</b>	<b>4,781,929</b>	<b>6,474,752</b>	<b>73.9%</b>
Total Village Clerk	6,318,573	3,813,821	60.4%	5,983,206	6,121,153	3,813,317	5,828,423	65.4%
Total Grants	1,507,103	597,187	39.6%	674,753	2,263,119	24,853	34,249	72.6%
Total Fire Department	3,429,361	2,363,515	68.9%	3,103,765	3,300,945	2,310,432	3,078,843	75.0%
<b>Total Accounts and Finance</b>	<b>11,255,037</b>	<b>6,774,523</b>	<b>60.2%</b>	<b>9,761,724</b>	<b>11,685,217</b>	<b>6,148,602</b>	<b>8,941,515</b>	<b>68.8%</b>
<b>Total Public Health &amp; Safety</b>	<b>322,390</b>	<b>215,846</b>	<b>67.0%</b>	<b>319,149</b>	<b>410,470</b>	<b>289,571</b>	<b>383,459</b>	<b>75.5%</b>
Total Streets & Public Improvements	1,587,756	925,766	58.3%	1,576,139	1,719,529	966,146	1,499,622	64.4%
Total Public Property	1,942,108	1,012,488	52.1%	1,734,714	1,800,202	1,347,305	2,191,282	61.5%
<b>Total Public Works</b>	<b>3,529,864</b>	<b>1,938,254</b>	<b>54.9%</b>	<b>3,310,853</b>	<b>3,519,731</b>	<b>2,313,452</b>	<b>3,690,904</b>	<b>62.7%</b>
<b>Total Expenditures</b>	<b>22,130,264</b>	<b>13,442,246</b>	<b>60.7%</b>	<b>19,681,073</b>	<b>22,791,747</b>	<b>13,533,554</b>	<b>19,490,630</b>	<b>69.4%</b>
<b>Net income / (loss)</b>	<b>(4,878,982)</b>	<b>(2,310,104)</b>		<b>(2,615,614)</b>	<b>(3,113,370)</b>	<b>(2,867,985)</b>	<b>(2,159,963)</b>	
<b>Other financing sources / (uses)</b>								
Proceeds from Loans	-	-	-	34,000	23,500	25,877	265,877	9.7%
Operating Transfer In	1,755,000	834,319	47.5%	1,430,846	1,327,297	1,045,715	1,773,099	59.0%
<b>Net change in fund balance</b>	<b>(3,123,982)</b>	<b>(1,475,785)</b>		<b>(1,150,768)</b>	<b>(1,762,573)</b>	<b>(1,796,393)</b>	<b>(120,987)</b>	

**FY2021 Village of Forest Park**  
**Water Fund Summary**  
as of January 31, 2021

	Fiscal Year ending April 30, 2021				Fiscal Year Ending April 30, 2020			
	Budget	FY to Date	% Budget	Projected Year End	Budget	FY to Date	Year End	% End Bal
<b>Operating revenues</b>								
Charges for services	6,659,951	4,995,736	75.0%	6,461,773	5,461,732	3,853,013	5,312,540	72.5%
Other revenue	1,335,110	1,164,569	87.2%	1,834,031	1,337,448	-	2,339	0.0%
<b>Total operating revenues</b>	<b>7,995,061</b>	<b>6,160,305</b>	<b>77.1%</b>	<b>8,295,804</b>	<b>6,799,180</b>	<b>3,853,013</b>	<b>5,314,879</b>	<b>72.5%</b>
<b>Operating expenses</b>								
Operations	8,856,656	5,681,222	64.1%	7,730,734	7,588,503	2,406,883	3,310,849	72.7%
Depreciation	172,000	125,849	73.2%	176,374	172,635	121,955	176,374	69.1%
<b>Total operating expenses</b>	<b>9,028,656</b>	<b>5,807,071</b>	<b>64.3%</b>	<b>7,907,108</b>	<b>7,761,138</b>	<b>2,528,839</b>	<b>3,487,223</b>	<b>72.5%</b>
<b>Non-operating revenues (expenses)</b>								
Interest revenue	6,500	666	10.2%	2,448	6,500	7,755	10,009	77.5%
Interest expense	(29,929)	(29,929)	100.0%	(29,929)	(40,707)	(40,706)	(37,018)	110.0%
<b>Total</b>	<b>(23,429)</b>	<b>(29,263)</b>	<b>124.9%</b>	<b>(27,481)</b>	<b>(34,207)</b>	<b>(32,950)</b>	<b>(27,009)</b>	<b>122.0%</b>
<b>Net income / (loss)</b>	<b>(1,057,024)</b>	<b>323,971</b>		<b>361,215</b>	<b>(996,165)</b>	<b>1,291,224</b>	<b>1,800,647</b>	
<b>Other financing sources / (uses)</b>								
Contribution Revenue	3,513,723	3,448,736	98.2%	3,944,067	2,197,255	-	-	-
Operating Transfer Out	(900,000)	(1,652,603)	183.6%	(2,547,065)	(900,000)	(675,000)	(900,000)	75.0%
	<b>2,613,723</b>	<b>1,796,133</b>	<b>68.7%</b>	<b>1,397,002</b>	<b>1,297,255</b>	<b>(675,000)</b>	<b>(900,000)</b>	<b>75.0%</b>
<b>Net change in fund balance</b>	<b>1,556,699</b>	<b>2,120,104</b>		<b>1,758,217</b>	<b>301,090</b>	<b>616,224</b>	<b>900,647</b>	

**Village of Forest Park**  
**FY2021 General and Water Funds Balance Sheet**  
as of January 31, 2021

	<u>Fiscal Year Ending April 30, 2021</u>			<u>FY2020</u>
<u>Assets</u>	<u>General</u>	<u>Water</u>	<u>Total</u>	<u>1/31/2020</u>
<b><u>Current</u></b>				
Cash and Cash Equivalents	(2,194,966)	7,931,415	5,736,449	1,886,408
Accounts Receivable	95,220	1,281,467	1,376,687	1,109,803
Other Receivables	2,632,462	-	2,632,462	2,586,518
Prepaid Costs	280,716	-	280,716	296,889
<b><u>Non-Current</u></b>				
Infrastructure & Equipment	-	10,831,542	10,831,542	10,551,423
Deferred Pension Outflow	-	29,460	29,460	91,601
<b>Total Assets</b>	<u>813,434</u>	<u>20,073,884</u>	<u>20,887,318</u>	<u>16,522,642</u>
<b><u>Liabilities</u></b>				
<b><u>Current</u></b>				
Payables	67,077	724,561	791,638	85,234
Due To/(Due From) Other Funds	(637,931)	1,468,032	830,101	(533,628)
<b><u>Non-Current</u></b>				
Long-term Debt	-	767,148	767,148	1,262,613
Deferred Revenue	3,402,929	50,782	3,453,711	3,413,902
Deferred Pension Inflow	-	166,693	166,693	20,645
<b>Total Liabilities</b>	<u>2,832,075</u>	<u>3,177,216</u>	<u>6,009,291</u>	<u>4,248,766</u>
<b>Unrestricted Fund Balances</b>	(1,811,557)	11,954,257	10,142,700	9,373,833
<b>Reserved Fund Balances</b>	1,268,702	-	1,268,702	1,257,907
<b>Invested in Capital Assets, net of related debt</b>	-	2,822,306	2,822,306	2,822,306
<b>Net Income/(Loss) from Income Statement</b>	(1,475,785)	2,120,104	644,319	(1,180,169)
<b>Total Liabilities, Fund Balances</b>	<u>813,434</u>	<u>20,073,883</u>	<u>20,887,318</u>	<u>16,522,642</u>

Village of Forest Park FY2021 Primary Government Summary as of January 31, 2021								
	Fiscal Year ending April 30, 2021				Fiscal Year Ending April 30, 2020			
	Budget	FY to Date	% Budget	Projected Year End	Budget	FY to Date	Year End	% End Bal
Foreign Fire Insurance	32,400	34,331	106.0%	34,405	31,550	30,952	31,391	98.6%
IMRF Pension	303,882	149,550	49.2%	292,558	313,854	150,818	313,185	48.2%
Social Security / Medicare	352,508	172,386	48.9%	339,434	369,519	176,115	367,960	47.9%
Motor Fuel Tax	503,119	622,361	123.7%	838,810	372,235	336,266	547,870	61.4%
1505 State Seizure	68,775	54,202	78.8%	58,247	101,500	40,716	72,355	56.3%
U. S. Customs	83,150	10,934	13.1%	21,826	101,100	34,662	44,692	77.6%
Special Revenue Funds	1,343,834	1,043,764	77.7%	1,585,280	1,289,758	769,529	1,377,452	55.9%
TIF Funds	2,084,825	712,480	34.2%	1,804,879	1,611,474	1,276,250	2,480,257	51.5%
VIP Fund	2,296,877	1,013,854	44.1%	1,768,401	3,063,843	1,271,001	2,037,720	62.4%
General Fund	17,251,282	11,132,142	64.5%	17,065,459	19,678,377	10,665,569	17,330,667	61.5%
Proprietary Fund								
Water Fund	8,001,561	6,160,971	77.0%	8,298,252	6,805,680	3,860,768	5,324,888	72.5%
Total Revenues	30,978,379	20,063,210	64.8%	30,522,271	32,449,132	17,843,117	28,550,985	62.5%
Expenditures								
Foreign Fire Insurance	27,700	25,098	90.6%	34,175	27,635	12,688	16,400	77.4%
IMRF Pension	174,985	148,777	85.0%	198,277	230,985	110,512	164,253	67.3%
Social Security / Medicare	334,581	216,351	64.7%	310,416	328,870	244,399	324,833	75.2%
1505 State Seizure	152,355	58,865	38.6%	89,997	151,250	61,360	109,781	55.9%
U. S. Customs	275,286	82,623	30.0%	178,016	154,946	125,744	247,937	50.7%
Special Revenue Funds	964,907	531,714	55.1%	810,881	893,686	554,703	863,204	64.3%
TIF Funds	2,608,785	884,675	33.9%	1,356,726	4,486,815	1,628,721	1,754,974	92.8%
VIP Fund	2,851,975	1,226,187	43.0%	1,415,398	2,429,880	1,561,205	1,577,936	98.9%
General Fund	22,130,264	13,442,246	60.7%	19,681,073	22,791,747	13,533,554	19,490,630	69.4%
Proprietary Fund								
Water Fund	9,058,585	5,837,000	64.4%	7,937,037	7,801,845	2,569,544	3,524,241	72.9%
Total Expenditures	37,614,516	21,921,821	58.3%	31,201,115	38,403,973	19,847,727	27,210,984	72.9%
Net income / (loss)	(6,636,137)	(1,858,612)		(678,844)	(5,954,841)	(2,004,611)	1,340,000	
Other financing sources								
Proceeds from Loans	-	-		34,000	23,500	25,877	265,877	
Operating Transfer In	5,660,151	5,277,065		7,038,385	3,979,100	1,045,715	1,773,099	
Operating Transfer Out	(5,885,151)	(5,253,822)		(7,073,720)	(4,175,980)	(1,045,715)	(1,773,099)	
Net change in fund balance	(6,861,137)	(1,835,369)		(680,179)	(6,128,221)	(1,978,734)	1,605,877	
Expenditures in MFT and TIF funds denotes use of reserves for infrastructure improvement projects								



**Village of Forest Park**  
**FY2021 Primary Government Balance Sheet**  
as of January 31, 2021

	Fiscal Year Ending April 30, 2021						FY2020
	Special Revenue Funds	TIF Funds	VIP Fund	General Fund	Water Fund	Total	1/31/2020
<b><u>Assets</u></b>							
<b><u>Current</u></b>							
Cash and Cash Equivalents	2,339,786	8,344,738	1,421,935	(2,194,966)	7,931,415	17,842,907	16,215,237
Accounts Receivable	325,012	-	112,078	95,220	1,281,467	1,813,777	1,594,512
Other Receivables	-	-	-	2,632,462	-	2,632,462	2,586,518
Prepaid Costs	-	-	-	280,716	-	280,716	296,889
<b><u>Non-Current</u></b>							
Infrastructure & Equipment	-	-	-	-	10,831,542	10,831,542	10,551,423
Deferred Pension Outflow	-	-	-	-	29,460	29,460	91,601
<b>Total Assets</b>	<b>2,664,798</b>	<b>8,344,738</b>	<b>1,534,013</b>	<b>813,433</b>	<b>20,073,883</b>	<b>33,430,866</b>	<b>31,336,180</b>
<b><u>Liabilities</u></b>							
<b><u>Current</u></b>							
Payables	19,782	(271,296)	145,331	67,077	724,561	685,455	1,166,343
Due To/(Due From) Other Funds	348,254	-	-	(637,931)	1,468,032	1,178,356	-
<b><u>Non-Current</u></b>							
Long-term Debt	-	-	-	-	767,148	767,148	1,262,613
Deferred Revenue	306,379	-	112,078	3,402,929	50,782	3,872,168	3,874,777
Deferred Pension Inflow	-	-	-	-	166,693	166,693	20,645
<b>Total Liabilities</b>	<b>674,416</b>	<b>(271,296)</b>	<b>257,409</b>	<b>2,832,075</b>	<b>3,177,216</b>	<b>6,669,820</b>	<b>6,324,378</b>
<b>Unrestricted Fund Balances</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,811,557)</b>	<b>11,954,257</b>	<b>10,142,700</b>	<b>9,373,833</b>
<b>Reserved Fund Balances</b>	<b>1,461,925</b>	<b>11,259,362</b>	<b>1,641,420</b>	<b>1,268,702</b>	<b>-</b>	<b>15,631,409</b>	<b>14,794,397</b>
<b>Invested in Capital Assets, net of related debt</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,822,306</b>	<b>2,822,306</b>	<b>2,822,306</b>
<b>Net Income/(Loss) from</b>							
<b>Income Statement</b>	<b>528,457</b>	<b>(2,643,329)</b>	<b>(364,816)</b>	<b>(1,475,785)</b>	<b>2,120,104</b>	<b>(1,835,369)</b>	<b>(1,978,734)</b>
<b>Total Liabilities, Fund Balances</b>	<b>2,664,798</b>	<b>8,344,738</b>	<b>1,534,013</b>	<b>813,434</b>	<b>20,073,883</b>	<b>33,430,866</b>	<b>31,336,180</b>



Forest Park  
Forest Park  
Police Department  
Police Department

January - February 2021

Monthly Report  
Monthly Report

# UCR STATS 2021

[illegible]



## **Criminal Investigations Division**

**Detectives / Tactical Response Unit / Community Policing**



### **January and February 2021**

The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Lt. Pete Morrisette. Three detectives are assigned to CID; Det. Jarlath Heveran, Det. Rob Bryant, and Det. Adam Stasinopoulos. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer. LaShan Riggins, the Forest Park Police Department's Evidence Custodian, is a member of CID and aside from her evidence custodian duties performs administrative duties for the investigators, and assists the desk clerks, parking, and records when needed. There is a counselor/social worker assigned to the department from Amita Health Behavioral Health Clinician. This Police Crisis Services Worker position was recently filled by Evelyn Simmons. Evelyn is outsourced to the Forest Park Police Department four days a week and has office space within the CID building located at 501 Desplaines Ave.

Police incident reports are reviewed by the investigations division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective

for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an arrest and present a winnable case in criminal court. Some incidents are turned over to Evelyn Simmons should there be a need for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes, are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance.

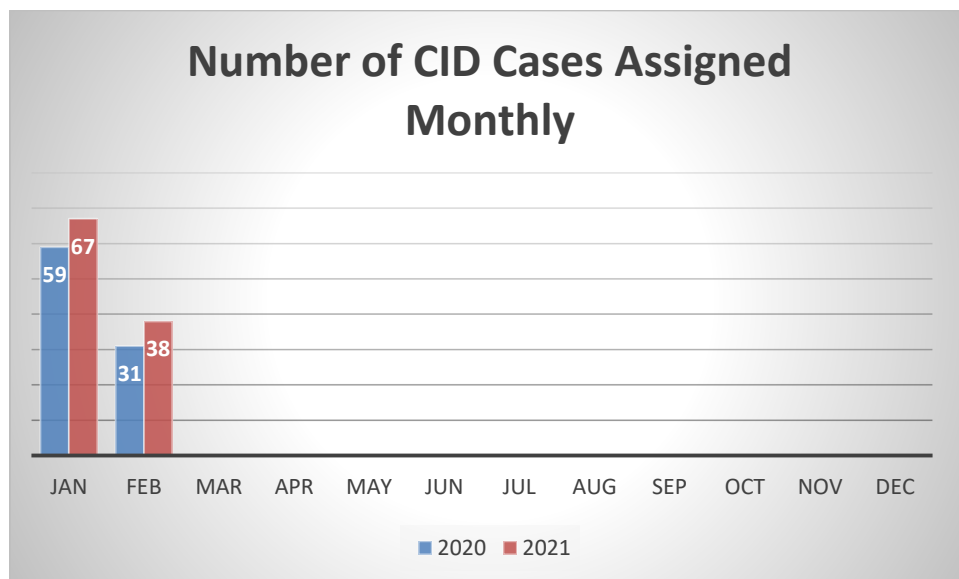
Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed.

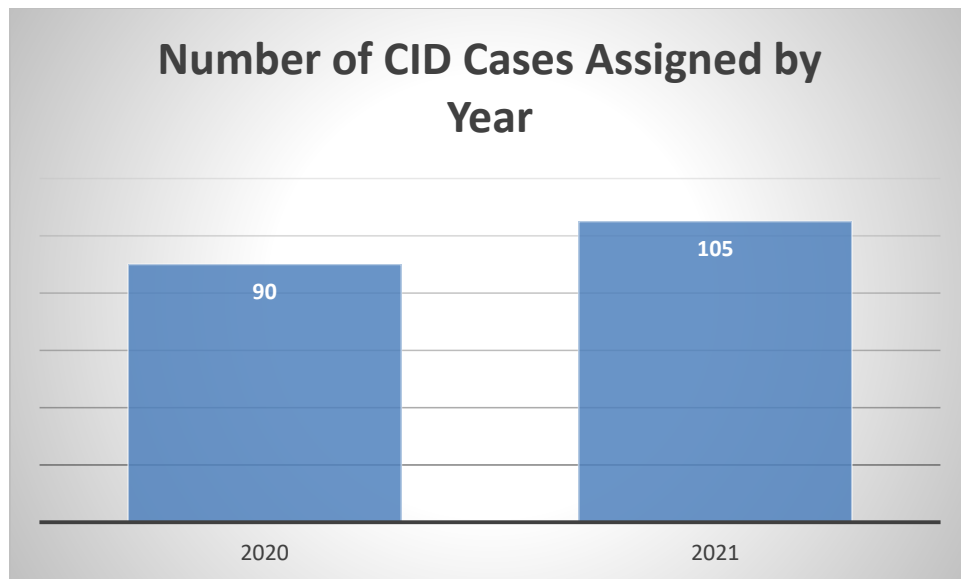
The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There were no WESTAF callouts in January and February 2021.

Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Stasinopoulos and Det. O'Connor are assigned to assist WEDGE. WEDGE has just started assigning days for the month which Forest Park will be assigned accordingly if available.

Training in January and February 2021 by CID personnel was cancelled due to the Coronavirus pandemic.

There were 105 incidents assigned to investigators for follow-up in January and February 2021, 67 in January and 38 in February. Operations and investigations have continued to be affected by pandemic restrictions and orders placed by the Illinois Governor's Office. Courts have been limited or outright closed for business, also limiting the number of active follow-ups, interviews, and the pursuit of warrants and subpoenas for investigative purposes.





Following is a summary of notable investigations in January and February 2021:

- Detective Bryant investigated a missing person/runaway juvenile in which the juvenile had possibly travelled out of the State of Illinois. Through numerous interviews with family and friends of the missing juvenile, Detective Bryant was able to track her in Las Vegas, Nevada. The juvenile was located there with a friend and her friend's grandfather, who was given permission by the juvenile's mother to allow her to stay there with him.
- Detective Heveran located and had towed a vehicle wanted for an aggravated fleeing and eluding in Forest Park. The vehicle owner spoke with Detective Heveran through a closed door, but refused to come outside and cooperate with the investigation.
- Detective Stasinopoulos investigated the attempted robbery of an Uber driver in which gunshots were fired in his direction. Detective Stasinopoulos was able to track the offenders' movements through Uber's own technology in tracking the cell phone used to order the Uber. This investigation is ongoing.
- After Forest Park Patrol Officers interrupted an armed robbery in progress at a gas station and took two offenders into custody, Detective Heveran assisted with interviewing victims and offenders before they were subsequently charged and petitioned to juvenile court.
- Investigators Heveran, Bryant, and Stasinopoulos responded with patrol units for a barricaded subject who had been waving a gun at people. After extensive negotiations, the suspect surrendered peacefully and the weapon was recovered. Investigators continued the investigation afterward, interviewing witnesses, obtaining and executing search warrants, and coordinating with the suspect's family, as he was admitted for in-patient psychiatric care after the incident. A felony warrant for the suspect's arrest was obtained, closing this case.
- Detective Stasinopoulos conducted an extensive investigation in to an armed robbery that had occurred in May 2020. Detective Stasinopoulos identified a suspect as well as two accomplices who were in the getaway vehicle. Although charges were not approved in this case, it was cleared with the offender identified and that information is being used as

an aggravating factor in several other armed robbery cases committed in DuPage County, where the offender is in custody.

- After a previous aggravated criminal sexual assault investigation was completed, Detective Heveran continued to investigate the offender through his position with the CAC Task Force, and uncovered hundreds of images and videos in the offender's personal and work computers, some of which were of the child victim in this case.
- Detective Heveran was able to match a suspect vehicle in a commercial burglary in Forest Park to numerous other burglaries around the Chicago area, and based on his prior information, was able to locate the offending vehicle in this burglary in Chicago. The vehicle was towed to the station and held pending further investigation into the suspects involved in the burglary.
- Investigators Heveran, Stasinopoulos, and Morrisette responded to a call-out after two juvenile victims were shot while standing in a parking lot. Investigators interviewed three suspects alleged to be involved in this shooting, and developed information on other suspects. Several search warrants for two vehicles involved, and numerous cell phones recovered were obtained, and this investigation continues pending information obtained from these items.

***Forest Park Criminal Investigations Division members are experienced and dedicated public servants who have built and continue to maintain professional relationships within the community and with neighboring agencies in an effort to quash criminal activity and to solve as many cases as possible.***

**January / December 2021**

**FOREST PARK POLICE K-9 STATISTICS**

**K-9 "MADISON"**

**Deployments:**

08Jan21 (Narcotics Search): Ofc. Miller curbed a vehicle that had the odor of cannabis emitting from it. K-9 Madison was deployed and she did not find indicate/final response to any narcotics inside the vehicle.

09Jan21 (Narcotics Search): Sgt. Pater requested K-9 Madison for a canine narcotic sniff on a safe recovered during a traffic stop/arrest. K-9 Madison was deployed inside a room which had the safe and indicated to the presence of narcotics on the safe.

22Jan21/26Jan21 (Narcotics Search): Ofc. Miller deployed K-9 Madison numerous times during one of his narcotics arrests. K-9 Madison indicated to the presence of narcotics on United States Currency located during the arrest.

22Jan21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

26Jan21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

26Jan21 (Narcotics Search): K-9 Madison was requested to assist Oak Park PD on a controlled narcotics sniff on United States Currency they recovered during an investigation. K-9 Madison indicated that United State Currency had the presence of narcotics. Forest Park Police was requested to be placed on the seizure paperwork.

29Jan21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

09Feb21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

09Feb21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.



16Feb21 (Narcotics Search): Cicero PD requested K-9 Madison for a controlled narcotic sniff on United States Currency recovered during an investigation. K-9 Madison indicated to the presence of narcotics on United States Currency. Forest Park Police was requested to be placed on the seizure paperwork.

26Feb21 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

TOTALS:

DEPLOYMENTS= 11

### **Firearms/Range**

Nothing to report

### **Accident Investigation**

No Forest Park crashes to report. Continued participation in WESTAF Major Crash Unit

### **LESO**

The following items were acquired for only the cost of shipping for the officers:

2 - Laser Bore Sight (\$538.13 each) - Laser device used to "zero" optics on Department rifles

1 - Floor scale (\$242.22 each) - Larger scale needed for LESO returns

100 - QuickClot Combat Gauze (\$51.74 each) - We've been trying to acquire this very expensive item for years and finally got an award. This will be added to the officers medical kits and is used to staunch bleeds, specifically gunshot wounds.

2 - Adjustable wrench (\$35.28 each) Armorer's kit upgrade

4 - Nonskid Tread (\$17.50 each) - rolls of stick-on nonskid material

### **Special Response Team (SRT)**

No activations for the months of January and February 2021.

### **Special Response Team Training**

SRT conducted training on January 15<sup>th</sup>. The training consisted of administrative discussion and team goals going forward. The rest of the training consisted of shoot/no shoot tape drills and building/room searches. The training consisted of searches with two (2) person, three (3) person, and full team entries and searches.

### **Neighborhood Watch**

Nothing to Report

### **Auxiliary Unit**

Due to the COVID restrictions we have not had any events or training

**RESOLUTION No.**

**BE IT RESOLVED** by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Refunds and Allocations	\$ 4,213.24
Public Affairs	\$ 23,955.65
Police Department	\$ 400.00
Community Center	\$ 7.00
Accounts & Finance (Clerks Office)	\$ 143,829.87
Accounts & Finance (Fire Department)	\$ 42,400.90
Department of Health & Safety	\$ 23,505.76
Street Department	\$ 132,026.67
Public Property	\$ 26,125.00
Seizure	\$ 23,270.58
Federal Customs	\$ 1,524.11
TIF	\$ 23,945.90
VIP	\$ 15,550.37
Water Department	<u>\$ 213,817.17</u>
<b>TOTAL</b>	<b>\$ 674,572.22</b>

**ADOPTED BY THE Council of the Village of Forest Park this 22nd Day of March, 2021.**

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

---

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-010	Forest Park Public Library	03/08/2021	602.00
100-00-000-4111-210	Forest Park Public Library	03/08/2021	2,387.04
100-00-000-4450-121	Passport Labs Inc	02/28/2021	16.65
100-00-000-4450-130	Passport Labs Inc	02/28/2021	926.48
100-00-000-4450-140	Passport Labs Inc	02/28/2021	41.07
100-00-000-4480-300	Ruth Pastoor	03/08/2021	95.00
100-00-000-4480-300	Jackie Speelman	03/08/2021	95.00
100-00-000-4510-100	EAN Holdings LLC/Process Accounting	02/26/2021	50.00
Refunds and Allocations			4,213.24



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2021	9,723.23
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2021	1,205.42
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2021	66.50
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2021	418.00
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2021	1,317.50
100-10-101-6120-305	Darien Marion-Burton	03/08/2021	375.00
100-10-101-6150-202	C.O.P.S. TESTING SERVICE	02/23/2021	160.00
100-10-101-6150-202	Stanard & Associates Inc.	02/26/2021	595.00
100-10-101-6150-220	Shavon Wesley	03/10/2021	330.00
100-11-111-6100-120	Techno Consulting Inc	03/01/2021	3,500.00
100-11-111-6110-105	Techno Consulting Inc	03/01/2021	4,965.00
100-11-111-6110-110	Techno Consulting Inc	03/01/2021	750.00
100-11-111-6110-110	Techno Consulting Inc	03/01/2021	550.00
Public Affairs			23,955.65



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-305	Metro Mortuary Transport	01/03/2021	250.00
100-12-123-6185-104	NOBS TOWING	02/04/2021	150.00
	Police Department		400.00



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-114	BLUE CAB CO.	02/10/2021	4.00
100-15-154-6170-114	BLUE CAB CO.	02/24/2021	3.00
	Community Center		7.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-6100-110	Crowe LLP	02/25/2021	1,575.00
100-21-211-6120-300	Elmhurst Occupational Health	02/28/2021	65.00
100-21-211-6120-300	HRdirect	03/05/2021	79.99
100-21-211-6120-300	HRdirect	03/05/2021	79.99
100-21-211-6120-300	HRdirect	03/05/2021	79.99
100-21-211-6120-300	HRdirect	03/05/2021	79.99
100-21-211-6120-300	HRdirect	03/05/2021	79.99
100-21-211-6140-104	Quill	02/24/2021	119.16
100-21-211-6140-140	Quill	02/17/2021	14.58
100-21-211-6140-140	Quill	02/24/2021	14.64
100-21-211-6150-150	AT&T	03/01/2021	593.36
100-21-211-6150-150	AT&T	03/04/2021	81.63
100-21-211-6150-150	AT&T LONG DISTANCE	03/04/2021	0.51
100-21-211-6191-001	POLICE PENSION FUND	03/08/2021	803.18
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	75,028.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	54,928.00
100-21-211-6191-002	Firefighters Pension Fund	03/08/2021	874.65
100-22-221-6320-310	Christopher Burke Engineering LTD	03/03/2021	9,332.21
Accounts & Finance (Clerks Office)			143,829.87





<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-302-6110-200	Municipal Emergency Services Inc	02/19/2021	875.00
100-30-302-6145-100	Air One Equipment Inc	03/03/2021	4,318.00
100-30-302-6145-322	NFPA	03/08/2021	175.00
100-30-303-6100-160	Metro Paramedic Services Inc	02/15/2021	36,638.83
100-30-303-6145-300	Linde Gas North America LLC	02/11/2021	56.15
100-30-303-6145-300	Mckesson Medical	02/12/2021	317.75
100-30-303-6145-300	Mckesson Medical	02/15/2021	20.17
Accounts & Finance (Fire Department)			42,400.90



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-40-401-5000-017	AMS Electric Inc	02/17/2021	1,080.00
100-40-401-5000-017	Lakeside Consultants LLC	02/28/2021	40.00
100-40-401-5000-017	Raymond Traynor	03/10/2021	855.00
100-40-402-6100-100	Storino Ramello & Durkin	03/01/2021	4,437.65
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	2,070.50
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	156.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	3,308.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	416.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	340.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	962.61
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	335.50
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2021	104.00
100-40-402-6150-232	B&F Construction Code Service	03/09/2021	300.00
100-40-402-6150-232	B&F Construction Code Service	03/09/2021	225.00
100-40-402-6150-232	B&F Construction Code Service	03/09/2021	225.00
100-40-402-6150-240	Metro Reporting Services LTD	02/25/2021	650.50
100-40-403-6140-206	Smithereen Pest Mgmt Services	03/01/2021	1,200.00
100-40-403-6150-226	Cook County Dept of Public Health	02/18/2021	6,800.00
Department of Health & Safety			23,505.76



Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	02/22/2021	4,027.52
100-50-502-6180-160	Com Ed	02/22/2021	4,385.92
100-50-502-6180-160	Com Ed	02/22/2021	4,017.72
100-50-502-6185-106	Cargill Salt Road Safety	02/16/2021	966.28
100-50-502-6185-106	Cargill Salt Road Safety	02/17/2021	4,904.54
100-50-502-6185-106	Cargill Salt Road Safety	02/25/2021	9,123.73
100-50-502-6185-106	National Salt Supply Inc	02/11/2021	7,767.38
100-50-502-6185-112	Republic Services #551	02/15/2021	373.98
100-50-502-6185-112	Republic Services #551	02/15/2021	294.00
100-50-502-6185-501	Republic Services #551	02/15/2021	3,813.17
100-50-502-6185-501	Republic Services #551	02/15/2021	36,206.48
100-50-502-6185-502	Republic Services #551	02/15/2021	25,478.26
100-50-502-6185-502	Republic Services #551	02/15/2021	13,711.30
100-50-502-6185-503	Republic Services #551	02/15/2021	3,440.64
100-50-502-6185-503	Republic Services #551	02/15/2021	363.69
100-50-502-6185-505	West Cook County Solid Waste	02/28/2021	13,152.06
Street Department			132,026.67



Account Number	Vendor	Invoice Date	Amount
100-55-553-6180-150	Lyons Pinner Electric Co	02/21/2021	840.00
100-55-553-6180-160	Com Ed	01/29/2021	164.78
100-55-553-6180-160	Com Ed	01/29/2021	481.41
100-55-553-6180-160	Com Ed	02/15/2021	170.92
100-55-555-6180-100	Quill	02/17/2021	149.26
100-55-555-6180-100	Quill	02/24/2021	143.04
100-55-555-6180-110	Comcast	03/02/2021	50.40
100-55-555-6180-110	West Town Mechanical	02/25/2021	465.00
100-55-555-6180-130	Comcast	03/01/2021	374.03
100-55-555-6180-130	Case Lots Inc	02/22/2021	247.50
100-55-555-6180-140	Comcast	02/22/2021	170.59
100-55-555-6180-140	Comcast	02/28/2021	2.10
100-55-570-6155-101	Mohr Oil Company	02/22/2021	6,251.40
100-55-570-6155-102	Wholesale Direct Inc.	02/18/2021	150.93
100-55-570-6155-106	Atlas Bobcat LLC	02/20/2021	444.51
100-55-570-6155-106	Atlas Bobcat LLC	02/22/2021	23.24
100-55-570-6155-106	CCP INDUSTRIES INC.	02/23/2021	110.22
100-55-570-6155-106	Commercial Tire Service	02/24/2021	1,060.90
100-55-570-6155-106	Factory Motor Parts Co	02/17/2021	180.88
100-55-570-6155-106	L.A.FASTENERS INC.	02/15/2021	36.20
100-55-570-6155-106	Lindco Equipment Sales Inc.	02/23/2021	292.57
100-55-570-6155-106	Praxair Distribution INC	02/22/2021	169.75
100-55-570-6155-106	Wholesale Direct Inc.	02/02/2021	252.60
100-55-570-6155-106	Wholesale Direct Inc.	02/16/2021	319.70
100-55-570-6155-106	Wholesale Direct Inc.	02/16/2021	310.51
100-55-570-6155-106	Wholesale Direct Inc.	02/19/2021	1,006.26
100-55-570-6155-112	Action Transmission & Auto	02/24/2021	2,417.94
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	646.88
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	1,510.26
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	405.95
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	50.34
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	478.47
100-55-570-6155-112	Action Transmission & Auto	03/04/2021	2,960.24
100-55-570-6155-112	Commercial Tire Service	02/12/2021	1,082.88
100-55-570-6155-112	Commercial Tire Service	02/18/2021	31.50
100-55-570-6155-112	Commercial Tire Service	02/23/2021	484.56
100-55-570-6155-112	Commercial Tire Service	02/23/2021	315.66
100-55-570-6155-112	NOBS TOWING	02/24/2021	150.00
100-55-570-6155-112	NOBS TOWING	03/01/2021	150.00
100-55-570-6155-112	NOBS TOWING	03/04/2021	150.00
100-55-570-6155-112	Summit Tank & Equipment	01/20/2021	967.76
100-55-570-6155-112	Summit Tank & Equipment	01/29/2021	394.61
100-55-585-6180-160	Com Ed	02/26/2021	59.25

Public Property

26,125.00



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Action Transmission & Auto	02/25/2021	426.12
230-00-000-6900-230	Illinois State Police	02/22/2021	18,793.50
230-00-000-6900-230	Ray O'Herron Co Inc.	03/03/2021	59.36
230-00-000-6900-230	Ray O'Herron Co Inc.	03/06/2021	422.74
230-00-000-6900-230	Quill	02/17/2021	526.29
230-00-000-6900-230	Quill	02/24/2021	402.57
230-00-000-6900-230	Axon Enterprise Inc	02/15/2021	2,640.00
	Seizure		23,270.58



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	02/22/2021	142.60
232-00-000-6900-232	Illinois Alarm	02/10/2021	349.50
232-00-000-6900-232	Illinois Alarm	02/18/2021	99.75
232-00-000-6900-232	Illinois Alarm	02/18/2021	204.75
232-00-000-6900-232	Motorola Solutions StarCom21 Network	03/01/2021	110.00
232-00-000-6900-232	Techno Consulting Inc	03/01/2021	300.00
232-00-000-6900-232	Wholesale Direct Inc.	02/05/2021	317.51
Federal Customs			1,524.11



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Crowe LLP	02/25/2021	262.50
302-00-000-6185-700	Christopher Burke Engineering LTD	03/03/2021	3,051.06
302-00-000-6200-100	Nunley LLC	02/23/2021	8,635.79
304-00-000-6100-115	Crowe LLP	02/25/2021	262.50
304-00-000-6185-700	Christopher Burke Engineering LTD	03/03/2021	3,051.07
304-00-000-6185-700	Centurion Plumbing Company	02/22/2021	8,372.98
309-00-000-6100-100	Storino Ramello & Durkin	03/01/2021	47.50
309-00-000-6100-115	Crowe LLP	02/25/2021	262.50
TIF			23,945.90



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	03/03/2021	2,336.00
312-00-000-6100-105	Christopher Burke Engineering LTD	03/03/2021	850.00
312-00-000-6100-115	Crowe LLP	02/25/2021	262.50
312-00-000-7000-108	Christopher Burke Engineering LTD	03/03/2021	4,180.00
312-00-000-7000-120	Christopher Burke Engineering LTD	03/03/2021	7,581.87
312-00-000-7000-312	Christopher Burke Engineering LTD	03/03/2021	340.00
VIP			15,550.37





Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-110	Crowe LLP	02/25/2021	1,575.00
501-80-800-6150-154	Com Ed	01/29/2021	22.20
501-80-800-6150-154	Com Ed	01/29/2021	127.66
501-80-800-6150-154	Com Ed	02/12/2021	57.55
501-80-800-6150-154	Com Ed	02/15/2021	45.75
501-80-800-6150-154	Constellation Energy Services Inc	01/29/2021	2,820.50
501-80-800-6150-154	Constellation Energy Services Inc	02/01/2021	438.70
501-80-800-6800-100	City of Chicago	03/10/2021	200,091.74
501-80-800-6800-153	S & S Electric Service Inc	02/26/2021	2,228.07
501-80-800-7000-020	Christopher Burke Engineering LTD	03/03/2021	1,870.00
501-80-800-7000-040	Christopher Burke Engineering LTD	03/03/2021	208.00
501-80-800-7000-050	Christopher Burke Engineering LTD	03/03/2021	4,332.00
Water Department			213,817.17



**Resolution for Improvement  
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00117-00-RS

BE IT RESOLVED, by the Council of the Village

Governing Body Type

Local Public Agency Type

of Forest Park

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Monroe Street	0.13		Park Avenue	Jackson Boulevard
Thomas Avenue	0.33		Lehmer Street	Madison Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Monroe Street				
Thomas Avenue				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Water main replacement, HMA surface removal, HMA leveling binder, HMA surface course, class D patches, curb and sidewalk removal and replacement, localized drainage improvements, parkway restoration

2. That there is hereby appropriated the sum of Five Hundred Fifty Thousand

Dollars ( \$550,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Vanessa Moritz

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Forest Park

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Forest Park

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

day of

Month, Year



**Illinois Department  
of Transportation**

(SEAL)

**Resolution for Improvement  
Under the Illinois Highway Code**



Clerk Signature

Date

--

--

**Approved**

Regional Engineer  
Department of Transportation

Date

--

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## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

### Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook	21-00117-00-RS	Various

### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of \_\_\_\_\_  
 517 DesPlaines Ave, Forest Park, IL 60130 \_\_\_\_\_  
 Address \_\_\_\_\_ until 10:00 AM \_\_\_\_\_ on 04/07/21 \_\_\_\_\_  
 Name of Office \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

Sealed proposals will be opened and read publicly at the office of \_\_\_\_\_  
 517 DesPlaines Ave, Forest Park, IL 60130 \_\_\_\_\_  
 Address \_\_\_\_\_ at 10:00 AM \_\_\_\_\_ on 04/07/21 \_\_\_\_\_  
 Name of Office \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

### DESCRIPTION OF WORK

Location	Project Length
Various	2250 (0.43 MI)

Proposed Improvement  
 Watermain replacement, HMA surface removal, HMA leveling binder, HMA surface course, HMA binder course, class D patches, parkway restoration, curb and sidewalk removal and replacement, storm sewer lining

1. Plans and proposal forms will be available in the office of \_\_\_\_\_  
 Electronically at <http://cbbel.com/bidding-info/> or at [www.questcdn.com](http://www.questcdn.com) under Login using QuestCDN # \_\_\_\_\_ for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

2. ☐ Prequalification  
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook	21-00117-00-RS	Various

**PROPOSAL**

1. Proposal of \_\_\_\_\_  

Contractor's Name

---

Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.  
and approved by the Department of Transportation on \_\_\_\_\_.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 09/03/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Forest Park.  
The amount of the check is \_\_\_\_\_ (\_\_\_\_\_).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_.



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook	21-00117-00-RS	Various

### CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook	21-00117-00-RS	Various

### SIGNATURES

(If an individual)

Signature of Bidder	Date
Business Address	
City	State Zip Code

(If a partnership)

Firm Name	
Signature	Date
Title	
Business Address	
City	State Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name	
Signature	Date
Title	
Business Address	
City	State Zip Code

Insert Names of Officers

President

# **Contract Estimate of Cost MFT and Local**

Local Public Agency

Village of Forest Park

County

Cook

Section Number

21-00117-00-RS

Route(s)/Street-Road Name

Various

Project Length

2520 LF

Project Termini

Madison Street

Item Number	Item	Unit of Measure	Quantity (MFT)	Quantity (Local)	Unit Price	Total Estimated Cost (MFT)	Total Estimated Cost (Local)
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	0	45	\$ 40.00	\$ -	\$ 1,800.00
20101100	TREE TRUNK PROTECTION	EACH	0	10	\$ 200.00	\$ -	\$ 2,000.00
20101200	TREE ROOT PRUNING	EACH	0	59	\$ 125.00	\$ -	\$ 7,375.00
20800150	TRENCH BACKFILL	CU YD	0	1760	\$ 35.00	\$ -	\$ 61,600.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3554	0	\$ 10.00	\$ 35,540.00	\$ -
25000110	SEEDING, CLASS 1A	ACRE	0.74	0	\$ 5,000.00	\$ 3,700.00	\$ -
25100630	EROSION CONTROL BLANKET	SQ YD	3554	0	\$ 5.00	\$ 17,770.00	\$ -
25200110	SODDING, SALT TOLERANT	SQ YD	1726	0	\$ 10.00	\$ 17,260.00	\$ -
25200200	SUPPLEMENTAL WATERING	UNIT	15	0	\$ 40.00	\$ 600.00	\$ -
28000510	INLET FILTERS	EACH	37	0	\$ 125.00	\$ 4,625.00	\$ -
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	0	80	\$ 20.00	\$ -	\$ 1,600.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5426	0	\$ 0.10	\$ 542.60	\$ -
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	332	0	\$ 100.00	\$ 33,200.00	\$ -
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	129	0	\$ 8.00	\$ 1,032.00	\$ -
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	663	0	\$ 90.00	\$ 59,670.00	\$ -
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	0	\$ 70.00	\$ 3,500.00	\$ -
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	20	0	\$ 80.00	\$ 1,600.00	\$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6700	0	\$ 7.00	\$ 46,900.00	\$ -
42400800	DETECTABLE WARNINGS	SQ FT	168	0	\$ 35.00	\$ 5,880.00	\$ -
44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	7654	0	\$ 4.00	\$ 30,616.00	\$ -
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	70	0	\$ 15.00	\$ 1,050.00	\$ -
44000600	SIDEWALK REMOVAL	SQ FT	6700	0	\$ 1.75	\$ 11,725.00	\$ -
55100200	STORM SEWER REMOVAL 6"	FOOT	0	23	\$ 15.00	\$ -	\$ 345.00
55100300	STORM SEWER REMOVAL 8"	FOOT	0	52	\$ 15.00	\$ -	\$ 780.00
55100400	STORM SEWER REMOVAL 10"	FOOT	0	203	\$ 17.50	\$ -	\$ 3,552.50
55100500	STORM SEWER REMOVAL 12"	FOOT	0	214	\$ 17.50	\$ -	\$ 3,745.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	0	35	\$ 110.00	\$ -	\$ 3,850.00

Village of Forest Park

Cook

21-00117-00-RS

Item Number	Item	Unit of Measure	Quantity (MFT)	Quantity (Local)	Unit Price	Total Estimated Cost (MFT)	Total Estimated Cost (Local)
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	0	2005	\$ 110.00	\$ -	\$ 220,550.00
56103200	DUCTILE IRON WATER MAIN 10"	FOOT	0	15	\$ 115.00	\$ -	\$ 1,725.00
56103300	DUCTILE IRON WATER MAIN 12"	FOOT	0	45	\$ 125.00	\$ -	\$ 5,625.00
56105000	WATER VALVES 8"	EACH	0	4	\$ 3,500.00	\$ -	\$ 14,000.00
56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	0	740	\$ 30.00	\$ -	\$ 22,200.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	0	4	\$ 7,000.00	\$ -	\$ 28,000.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	0	2	\$ 1,500.00	\$ -	\$ 3,000.00
60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	12	0	\$ 400.00	\$ 4,800.00	\$ -
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	16	0	\$ 400.00	\$ 6,400.00	\$ -
63300575	REMOVE AND REERECT RAIL ELEMENT OF EXISTING GUARDRAILS	FOOT	0	30	\$ 50.00	\$ -	\$ 1,500.00
67100100	MOBILIZATION	L SUM	0.4	0.6	\$15,000.00	\$ 6,000.00	\$ 9,000.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	6	0	\$ 7.50	\$ 45.00	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	395	0	\$ 1.50	\$ 592.50	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	735	0	\$ 2.00	\$ 1,470.00	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	530	0	\$ 4.00	\$ 2,120.00	\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	103	0	\$ 7.50	\$ 772.50	\$ -
X0326859	PAVEMENT IMPRINTING	SQ YD	85	0	\$ 200.00	\$ 17,000.00	\$ -
X0326862	STRUCTURES TO BE ADJUSTED	EACH	23	0	\$ 500.00	\$ 11,500.00	\$ -
X0327024	FIRE HYDRANTS TO BE REMOVED & SALVAGED	EACH	0	5	\$ 1,000.00	\$ -	\$ 5,000.00
X1200073	MANHOLE REMOVAL	EACH	3	2	\$ 750.00	\$ 2,250.00	\$ 1,500.00
X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	0	100	\$ 10.00	\$ -	\$ 1,000.00
X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	0	4466	\$ 4.00	\$ -	\$ 17,864.00
X5610700	WATER MAIN REMOVAL	FOOT	0	190	\$ 50.00	\$ -	\$ 9,500.00
X6022805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	0	5	\$ 4,000.00	\$ -	\$ 20,000.00
X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	0	2	\$ 4,000.00	\$ -	\$ 8,000.00
X6029600	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	0	4	\$ 2,500.00	\$ -	\$ 10,000.00
X6026622	VALVE VAULTS TO BE REMOVED	EACH	0	5	\$ 500.00	\$ -	\$ 2,500.00

Item Number	Item	Unit of Measure	Quantity (MFT)	Quantity (Local)	Unit Price	Total Estimated Cost (MFT)	Total Estimated Cost (Local)
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	0.4	0.6	\$15,000.00	\$ 6,000.00	\$ 9,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	0.4	0.6	\$ 5,000.00	\$ 2,000.00	\$ 3,000.00
Z0017800	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED (SPECIAL)	EACH	10	0	\$ 1,750.00	\$ 17,500.00	\$ -
Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	0	11	\$ 500.00	\$ -	\$ 5,500.00
Z0056002	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	0	23	\$ 70.00	\$ -	\$ 1,610.00
Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	0	52	\$ 75.00	\$ -	\$ 3,900.00
Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	0	203	\$ 80.00	\$ -	\$ 16,240.00
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	0	214	\$ 85.00	\$ -	\$ 18,190.00
N/A	SEWER CLEANING AND TELEVISION, 12"	FOOT	690	2471	\$ 8.00	\$ 5,520.00	\$ 19,768.00
N/A	SEWER CLEANING AND TELEVISION, 10"	FOOT	0	300	\$ 8.00	\$ -	\$ 2,400.00
N/A	SEWER CLEANING AND TELEVISION, 8"	FOOT	0	145	\$ 8.00	\$ -	\$ 1,160.00
N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1446	0	\$ 45.00	\$ 65,070.00	\$ -
N/A	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	2155	0	\$ 35.00	\$ 75,425.00	\$ -
N/A	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	21	0	\$ 1,000.00	\$ 21,000.00	\$ -
N/A	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	0.4	0.6	\$ 2,500.00	\$ 1,000.00	\$ 1,500.00
N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	15000	\$ 1.00	\$ 10,000.00	\$ 15,000.00
N/A	SHRUB	EACH	0	4	\$ 1,000.00	\$ -	\$ 4,000.00
N/A	PLUG AND BLOCK WATER MAIN (SPECIAL)	EACH	0	6	\$ 1,500.00	\$ -	\$ 9,000.00
N/A	PRESSURE CONNECTION, 10" X 8"	EACH	0	1	\$ 7,500.00	\$ -	\$ 7,500.00
N/A	PRESSURE CONNECTION, 12" X 8"	EACH	0	1	\$ 9,500.00	\$ -	\$ 9,500.00
N/A	NON-PRESSURE CONNECTION TO EXISTING 8" WATER MAIN	EACH	0	2	\$ 5,000.00	\$ -	\$ 10,000.00
N/A	NON-PRESSURE CONNECTION TO EXISTING 12" WATER MAIN	EACH	0	2	\$ 6,000.00	\$ -	\$ 12,000.00
N/A	PVC C-900 CASING, 16"	FOOT	0	26	\$ 200.00	\$ -	\$ 5,200.00
N/A	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	0	4	\$ 4,000.00	\$ -	\$ 16,000.00
N/A	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	0	2	\$ 4,500.00	\$ -	\$ 9,000.00
N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	EACH	0	40	\$ 2,500.00	\$ -	\$ 100,000.00

Local Public Agency

County

Section Number

Village of Forest Park

Cook

21-00117-00-RS

Item Number	Item	Unit of Measure	Quantity (MFT)	Quantity (Local)	Unit Price	Total Estimated Cost (MFT)	Total Estimated Cost (Local)
N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 2"	EACH	0	2	\$ 3,000.00	\$ -	\$ 6,000.00
N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	EACH	0	35	\$ 2,000.00	\$ -	\$ 70,000.00
N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1.5"	EACH	0	1	\$ 2,500.00	\$ -	\$ 2,500.00
N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 2"	EACH	0	1	\$ 3,000.00	\$ -	\$ 3,000.00
N/A	WATER VALVE TO BE REMOVED AND SALVAGED (SPECIAL)	EACH	0	1	\$ 1,500.00	\$ -	\$ 1,500.00
Total Overall Estimated Cost Per Fund:						\$ 531,675.60	\$ 830,079.50

Total Overall Estimated Contract Cost: \$ 1,361,755.10

Prepared By

Date

Daniel J Schroeder, PE

2/26/2021

Verified By

Date

James F. Amelio, PE

2/26/2021



**Resolution for Maintenance  
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the Village of  
Governing Body Type Local Public Agency Type  
Forest Park Illinois that there is hereby appropriated the sum of  
Name of Local Public Agency  
Four Hundred Thirty-Five Thousand Dollars (\$435,000.00)  
 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/21 to 12/31/21  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Forest Park  
Local Public Agency Type Name of Local Public Agency  
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Vanessa Moritz Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Forest Park in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the  
Council of Forest Park at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer

Department of Transportation

Date

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**Estimate of Maintenance Costs**

Submittal Type **Original**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Village of Forest Park	Cook	21-00000-00-GM	01/01/21	12/31/21

**Maintenance Items**

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Salt	III			LSUM	1	\$225,000.00	\$225,000.00	\$225,000.00
Street Painting	IIA			LSUM	1	\$8,000.00	\$8,000.00	\$8,000.00
Pavement Markings	IIA			LSUM	1	\$7,000.00	\$7,000.00	\$7,000.00
Signage	IIA			LSUM	1	\$20,000.00	\$20,000.00	\$20,000.00
Street Light Maintenance	IIB			LSUM	1	\$95,000.00	\$95,000.00	\$95,000.00
Traffic Signal Maintenance	IIB			LSUM	1	\$80,000.00	\$80,000.00	\$80,000.00
<b>Total Operation Cost</b>								<b>\$435,000.00</b>

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
<b>Maintenance Total</b>				

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				

**Total Estimated Maintenance**

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**Remarks**

**SUBMITTED**

Local Public Agency Official

Date

**Title**

Finance Director

**APPROVED**

Regional Engineer  
Department of Transportation

County Engineer/Superintendent of Highways

Date

Date



**RESOLUTION NO. R-\_\_\_\_\_-21**

**A RESOLUTION APPROVING THE SPECIFICATIONS  
AND AUTHORIZING THE ADVERTISING OF BIDS  
FOR THE VILLAGE OF FOREST PARK  
WATERMAIN REPLACEMENT AND RESURFACING PROGRAM  
(7700 Block Monroe and 400-600 Blocks Thomas)**

WHEREAS, the Village of Forest Park ("Village") has undertaken to develop plans and specifications for (i) the replacement of sections of watermains through the use of the Village's Water Fund and (ii) the resurfacing of various street sections under the 7700 block of Monroe Street and the 400-600 blocks of Thomas Avenue in the Village through the use of Motor Fuel Taxes (MFT) Funds ("Project"); and

WHEREAS, the Village desires to approve certain specifications and advertisement for bids for the Project.

BE IT RESOLVED, by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. Finding of the Corporate Authorities

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications for, advertise for bids and solicit bids for the Project.

Section 2. Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process and in substantially the form of the 2020 Watermain and Resurfacing Project Bid Specifications, attached hereto as Exhibit "A" and made a part hereof.

Section 3.      Effective Date

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 24<sup>th</sup> day of March, 2021.

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

NAYS: \_\_\_\_\_

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

APPROVED by me this 24<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

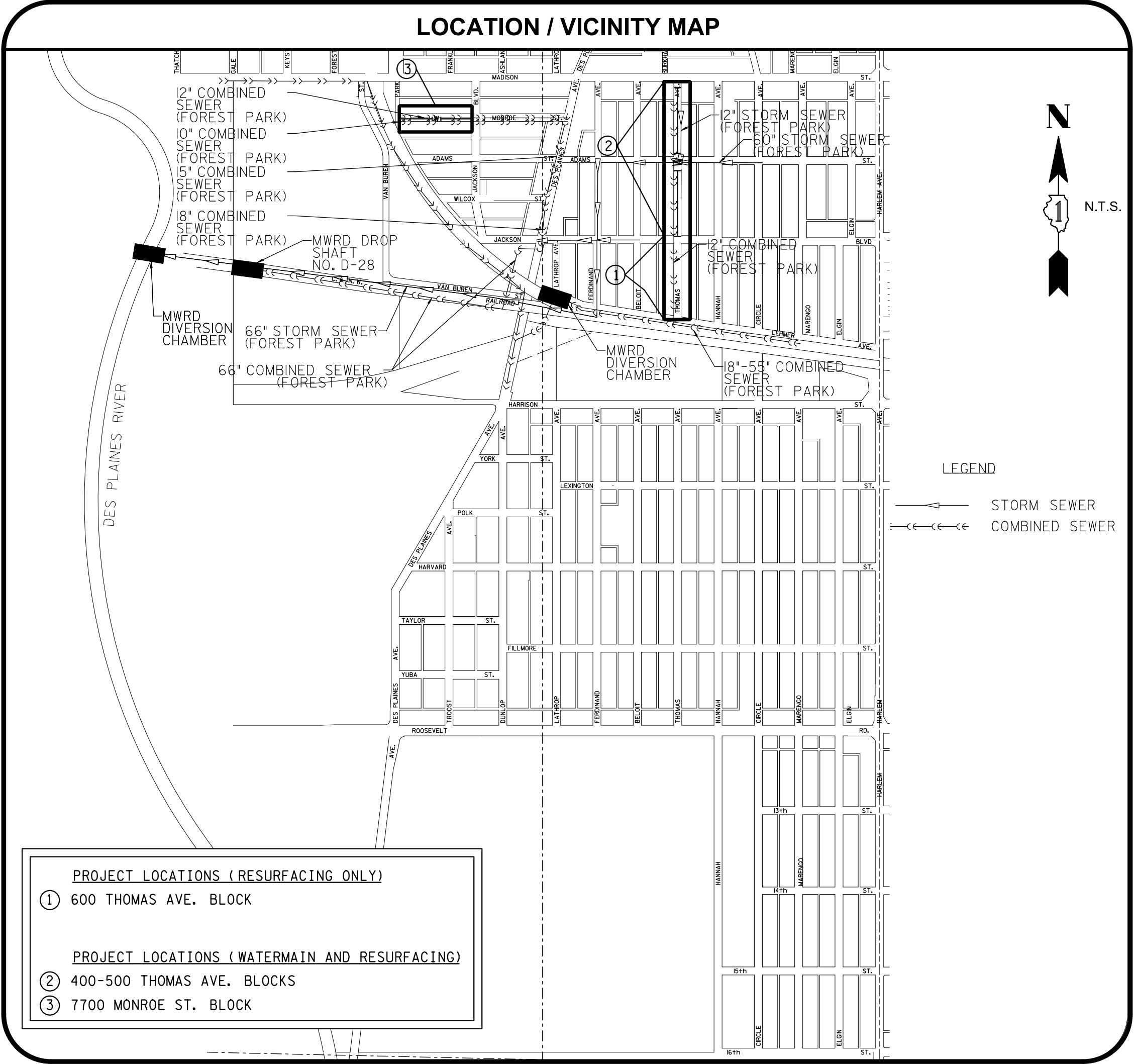
**EXHIBIT "A"**

**2020 Watermain and Resurfacing Project Bid Specifications**

# VILLAGE OF FOREST PARK

## 2020 WATERMAIN AND RESURFACING PROJECT

INDEX	
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	MWRD GENERAL NOTES
4-5	SUMMARY OF QUANTITIES
6	TYPICAL SECTIONS
7-8	ALIGNMENT AND BENCHMARKS
9-14	WATER MAIN PLAN AND PROFILE
15-20	CONSTRUCTION DETAILS



LOCATION

CALL JULIE 1-800-892-0123

WITH THE FOLLOWING:

COUNTY COOK

CITY-TOWNSHIP FOREST PARK

48 HOURS BEFORE YOU DIG.

EXCLUDING SAT., SUN., & HOLIDAYS

THE PROJECT IS LOCATED IN FOREST PARK, ILLINOIS

NOTE

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION

IDOT STANDARDS	
STD. 000001	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
STD. 424001	PERPENDICULAR CURB RAMPS FOR SIDEWALKS
STD. 424026	ENTRANCE/ALLEY PEDESTRIAN CROSSING
STD. 442201	CLASS C AND D PATCHES
STD. 602301	INLET - TYPE A
STD. 602501	PRECAST VALVE VAULT TYPE A 4' DIAMETER
STD. 602506	PRECAST VALVE VAULT TYPE A 5' DIAMETER
STD. 602601	REINFORCED CONCRETE FLAT SLAB TOP
STD. 602701	MANHOLE STEPS
STD. 604001	FRAME AND LIDS TYPE I
STD. 606001	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
STD. 701501	URBAN LANE CLOSURE 2L, 2W UNDIVIDED
STD. 701701	URBAN LANE CLOSURE, MULTILANE INTERSECTION
STD. 701801	LANE CLOSURE MULTILANE 1W OR 2W CROSSWALK OR SIDEWALK CLOSURE
STD. 701901	TRAFFIC CONTROL DEVICES
STD. 780001	TYPICAL PAVEMENT MARKINGS
DIST. 1 BD32	HMA TAPER DETAILS
DIST. 1 TC13	TYPICAL PAVEMENT MARKINGS
BLR 17-4	TRAFFIC CONTROL DEVICES-DAY LABOR CONSTRUCTION
BLR 18-6	TRAFFIC CONTROL DEVICES-DAY LABOR MAINTENANCE

LEGEND	
⊙	EXISTING STRUCTURE
⊕	PROPOSED MANHOLE
●	PROPOSED CATCH BASIN
⊖	PROPOSED VALVE VAULT
— W —	EXISTING WATER MAIN
— W —	PROPOSED WATER MAIN
— S —	EXISTING STORM/INTERCEPTOR
— C —	EXISTING COMBO SANITARY SEWER

062-060779  
REGISTERED  
PROFESSIONAL  
ENGINEER  
OF  
ILLINOIS

JAMES F. AMELIO

ILLINOIS REGISTRATION No. 062-060779  
EXPIRATION DATE: 11/30/21

MFT PREFINAL SET  
February 28, 2021



CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500  
PROFESSIONAL DESIGN FIRM NO. 184-001175  
EXPIRATION DATE: 04/30/21



517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

GENERAL NOTES

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", ADOPTED APRIL 1, 2016 ; THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2020; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", (IMUTCD); "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" 2020 EIGHTH EDITION, THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS" INCLUDED IN THE CONTRACT DOCUMENTS.

ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED AS THE LATEST IDOT STANDARD.

ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 700 OF THE STANDARD SPECIFICATIONS.

UTILITIES

THE CONTRACTOR SHALL COOPERATE WITH THE VILLAGE IN ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE VILLAGE MAY WANT TO PLACE DURING THE CONTRACTOR'S OPERATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING FACILITIES SO THAT THE UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADJUSTED OR MOVED, IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.

THE APPROXIMATE LOCATIONS OF EXISTING UTILITIES ARE SHOWN ON THE DRAWINGS ACCORDING TO INFORMATION OBTAINED FROM UTILITY COMPANIES AND SURVEYS. HOWEVER, THE VILLAGE OF FOREST PARK DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE INFORMATION REGARDING UTILITIES, EITHER PUBLIC OR PRIVATE SUCH AS SEWERS, GAS AND WATER MAINS, TELEPHONE AND ELECTRICAL DUCT LINES, MANHOLES, CATCH BASINS, AND SIMILAR STRUCTURES. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION OPERATIONS AND REPORT TO THE ENGINEER OMISSIONS AND DIFFERENCES FROM THE LOCATIONS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH ARE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER, THE VILLAGE AND THE UTILITY OWNER. THIS WORK SHALL BE SOLELY AT THE CONTRACTORS EXPENSE

COORDINATION OF ALL UTILITY WORK INVOLVED IN THE CONSTRUCTION AREA WILL BE DISCUSSED AT THE PRECONSTRUCTION CONFERENCE.

BEFORE STARTING ANY EXCAVATING, THE CONTRACTOR SHALL CALL "J.U.L.I.E." AT 800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, CABLE AND GAS FACILITIES AND THE VILLAGE OF FOREST PARK PUBLIC WORKS DEPT. FOR FIELD LOCATIONS OF BURIED WATER AND STORM FACILITIES (48-HOUR ADVANCE NOTIFICATION IS REQUIRED).

STAKING

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OR SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE VILLAGE, HIS AGENT OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.

STORM SEWER

WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST FOR TRAFFIC CONTROL AND PROTECTION.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS OR CATCH BASINS. HE SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS, AND DISCHARGE THE SAME. HE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET, AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST FOR TRAFFIC CONTROL AND PROTECTION.

FRAME ELEVATIONS GIVEN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF THE STRUCTURE. FRAMES OF ALL NEW, ADJUSTED OR RECONSTRUCTED STRUCTURES WILL BE ADJUSTED TO THE FINAL ELEVATION OF THE AREA IN WHICH THEY ARE LOCATED AS PART OF THE STRUCTURE. ADJUSTMENT OR RECONSTRUCTION COST.

ANY EXISTING OR PROPOSED STORM SEWER DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE VILLAGE.

THE PROJECT IS IN A COMBINED SEWER AREA, AND THEREFORE ALL STORM, SANITARY, OR COMBINED SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH MWRD SPECIFICATIONS. ALL STORM, SANITARY, AND COMBINED SEWERS SHALL BE CONSTRUCTED WITH RESILIENT CONNECTORS CONFORMING TO ASTM C923 (PIPE TO MANHOLE OR CATCH BASIN AND EXISTING PIPE TO PROPOSED PIPE). THIS WORK WILL NOT BE PAID FOR SEPERATELY, BUT SHALL BE INCLUDED IN THE COST OF THE SEWER.

WATER MAIN

FOR WATER MAIN SHUT OFFS, THE CONTRACTOR SHALL GIVE THE VILLAGE A MINIMUM OF 48 HOURS NOTICE. THE VILLAGE SHALL PROVIDE NOTIFICATION FORMS AND DETERMINE THE LIMIT OF THE AFFECTED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF THE NOTIFICATION FORMS TO ALL AFFECTED RESIDENTS.

THE CONTRACTOR SHALL NOT OPEN OR SHUT ANY WATER VALVES OR FIRE HYDRANTS WITHOUT PRIOR AUTHORIZATION FROM THE VILLAGE PUBLIC WORKS DEPARTMENT. UNAUTHORIZED USE SHALL SUBJECT THE OFFENDER TO ARREST AND PROSECUTION.

MISCELLANEOUS

ACCESS: THE CONTRACTOR SHALL PROVIDE ACCESS TO ABUTTING PROPERTY AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT. EXCEPT FOR PERIODS OF SHORT DURATION, THE COST TO PROVIDE ACCESS SHALL BE PAID FOR AND INCLUDED IN THE ITEM AGGREGATE FOR TEMPORARY ACCESS.

DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.

ALL SAWCUTTING SHALL BE INCIDENTAL TO REMOVAL ITEMS AND SHALL BE PERFORMED PRIOR TO BEGINNING REMOVAL. ANY ITEMS OF WORK REMOVED PRIOR TO SAWCUTTING WILL NOT BE MEASURED FOR PAYMENT.

RELOCATING EXISTING SIGNS: EXISTING SIGNS WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF CONFLICTING IMPROVEMENTS IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS" INCLUDED IN THE COST OF TRAFFIC CONTROL AND PROTECTION.

PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

POLLUTION CONTROL: THE CONTRACTOR WILL BE REQUIRED TO COMPLY WITH STATE REGULATIONS REGARDING AIR, WATER AND NOISE POLLUTION. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO THE PERIOD BEGINNING AT 7:00 A.M. AND ENDING AT 6:00 P.M. WEEKDAYS, 8:00A.M. TO 4:00P.M. SATURDAY, AND NO WORK SHALL BE PERFORMED ON SUNDAYS OR HOLIDAYS, PER VILLAGE ORDINANCE.

THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND IS TO COMPARE THE SITE CONDITIONS AS INDICATED ON THE DRAWINGS.

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS TO INSURE TRAFFIC MAINTENANCE, SURFACE DRAINAGE, ETC. THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF FOREST PARK, AND ANY OTHER GOVERNING AGENCIES.

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT AND PROVIDE ACCESS TO ABUTTING PROPERTY, UTILITIES, PEDESTRIANS AND VEHICULAR TRAFFIC.

NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.

DO NOT SCALE DRAWINGS IF COORDINATES AND DIMENSIONS ARE GIVEN.

THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADE, ALLOW FOR THE THICKNESS OF TOPSOIL AS SHOWN.

THE CONTRACTOR IS ADVISED THAT MUD AND DEBRIS MUST NOT BE DEPOSITED ON THE ADJACENT ROADWAYS. ANY DIRT AND DEBRIS ACCUMULATED ON THE PAVEMENT SHALL BE CLEANED BY THE CONTRACTOR WITHIN FOUR (4) HOURS OF THE INCIDENT OR HE WILL BE BACK CHARGED AT THE RATE OF \$500.00 PER INCIDENT PLUS THE COST OF THE VILLAGE'S FORCES TO COMPLETE THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO CORRECT DAMAGE AT HIS OWN EXPENSE. THE GRADING AND CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER.

ALL GRASSED AREAS DISTURBED DURING THE CONSTRUCTION OPERATIONS SHALL BE SODDED IN ACCORDANCE WITH SECTIONS 250 AND 252 OF THE STANDARD SPECIFICATIONS.

NO CONSTRUCTION WORK SHALL BEGIN UNTIL THE PRECONSTRUCTION VIDEO HAS BEEN APPROVED BY THE ENGINEER.

ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE OR LOCAL TIPPING FEES.

PAVEMENT CORES AND ASSOCIATED LPC FORM ARE INCLUDED IN THE SPECIFICATIONS. ANY ADDITIONAL TESTING OR COORDINATION ASSOCIATED WITH REMOVAL OR EXCAVATION ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

CONTRACTOR IS ADVISED THAT DEWATERING OF TRENCHES SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

IT IS RECOMMENDED TO REVIEW SOILS REPORTS PROVIDED IN PROJECT SPECIFICATIONS.

ANY MECHANICAL CONNECTION TO THE EXISTING WATERMAIN SHALL BE INCLUDED IN THE COST OF THE WATERMAIN.

CONTRACTOR SHALL UTILIZE DISPOSABLE CONCRETE WASHOUT BAGS AS REQUIRED TO PROPERLY DISPOSE OF UNWANTED/EXTRA CONCRETE WASTE & DEBRIS. LOCATION OF WASHOUT TO BE APPROVED BY THE ENGINEER. THIS WORK SHALL BE INCLUDED AT NO ADDITIONAL COST TO THE CONTRACT (INCIDENTAL).

THE CONTRACTOR WILL NEED TO COORDINTE WITH BUSINESSES AT THE FAR NORTH END OF THOMAS AND AT THE FAR WEST END OF MONROE.

SURFACE COURSE HMA SHALL NOT BE PLACED UNTIL AFTER THE VILLAGE HAS VIEWED VIDEO OF THE SEWER TO ASSURE THAT ALL NECESSARY POINT REPAIRS HAVE BEEN PERFORMED.

UTILITY	CONTACT	PHONE	EMAIL	ADDRESS
AT&T	STEVE LARSON	630-573-5450 (BUS) 847-528-7727 (MOBILE)	GI1629@ATT.COM	1000 COMMERCE DR FLOR I OAK BROOK, IL 60523
COMCAST	MARTHA GIERAS	224-229-5862 (BUS)	MARTHA.GIERAS@CABLE.COMCAST.COM	688 INDUSTRIAL DR ELMHURST, IL 60126
COMED	LISA ARGAST	630-576-7094 (BUS) 630-437-3381 (BUS 2) 630-576-7094 (OTHER)	LISA.MAVITY@COMED.COM	
DUPAGE WATER COMMISSION	KEN NILES	630-516-1932 (BUS) 630-516-1935 (BUS 2)	NILES@DPWC.ORG	600 E BUTTERFIELD RD ELMHURST, IL 60126
MCI-VERIZON BUSINESS	INVESTIGATION TEAM	972-729-6322 (BUS)	INVESTIGATIONS@VERIZON.COM	400 INTERNATIONAL PKWY RICHARDSON, TX 75081
NICOR GAS	BRUCE KOPPANG	630-388-3046 (BUS) 630-388-2362 (BUS 2) 708-243-5136 (MOBILE)	GASMAPS@NICOR.COM BKOPPANG@AGLRESOURCES.COM	1844 FERRY RD NAPERVILLE, IL 60563



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
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(847) 823-0500

CLIENT:



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

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**GENERAL NOTES**  
**2020 WATERMAIN AND RESURFACING**

PROJ. NO. 0023-BG094

DATE: 2/26/2021

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**NOT1**



## A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
- \* STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
  - \* STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
  - \* VILLAGE OF FOREST PARK MUNICIPAL CODE.
  - \* THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL.
  - \* IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

## B. NOTIFICATIONS

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055).
2. THE VILLAGE OF FOREST PARK ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION, IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

### C. GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). CONVERSION FACTOR IS 0.0 FT.
2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.
3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.
5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.
6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.
8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.
10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

#### D. SANITARY SEWER

1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.
2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.
3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.
4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).
5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.
6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.

7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

<u>PIPE MATERIAL</u>	<u>PIPE SPECIFICATIONS</u>	<u>JOINT SPECIFICATIONS</u>
VITRIFIED CLAY PIPE	ASTM C-700	ASTM C-425
REINFORCED CONCRETE SEWER PIPE	ASTM C-76	ASTM C-443
CAST IRON SOIL PIPE	ASTM A-74	ASTM C-564
DUCTILE IRON PIPE	ANSI A21.51	ANSI A21.11
POLYVINYL CHLORIDE (PVC) PIPE		
6-INCH TO 15-INCH DIAMETER SDR 26	ASTM D-3034	ASTM D-3212
18-INCH TO 27-INCH DIAMETER F/DY=46	ASTM F-679	ASTM D-3212
HIGH DENSITY POLYETHYLENE (HDPE)	ASTM D-3350	ASTM D-3261,F-2620 (HEAT FUSION)
	ASTM D-3035	ASTM D-3212,F-477 (GASKETED)
WATER MAIN QUALITY PVC		
4-INCH TO 36-INCH	ASTM D-2241	ASTM D-3139
4-INCH TO 12-INCH	AWWA C900	ASTM D-3139
14-INCH TO 48-INCH	AWWA C905	ASTM D-3139

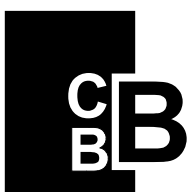
THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

<u>PIPE MATERIAL</u>	<u>PIPE SPECIFICATIONS</u>	<u>JOINT SPECIFICATIONS</u>
POLYPROPYLENE (PP) PIPE		
12-INCH TO 24-INCH DOUBLE WALL	ASTM F-2736	D-3212, F-477
30-INCH TO 60-INCH TRIPLE WALL	ASTM F-2764	D3212, F-477

9. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼" TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.
9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.
10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.
11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
  - a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE.
  - b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
  - c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.
12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.
14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.
15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF CONJUGATE GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.
16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.
17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH WASTEWATER CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.
18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

### E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL PLAN AS APPROVED BY THE CITY ENGINEER.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
  - a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
  - b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
11. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
12. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
13. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
14. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
15. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
16. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
17. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
18. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMANS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPOLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
20. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
21. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
22. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
23. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.  
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CLIENT:



# VILLAGE OF FOREST PARK

517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

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**MWRD GENERAL NOTES**  
**2020 WATERMAIN AND RESURFACING**

PROJ. NO. 0023-BG094

DATE: 2/26/2021

SHEET 3 OF 12

DRAWING NO.

NOT2

SUMMARY OF QUANTITIES

ITEM NO.	CODE NO.	ITEM	UNIT	TOTAL QUANTITY	MONROE	THOMAS
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	15	30
2	20101100	TREE TRUNK PROTECTION	EACH	10	3	7
3	20101200	TREE ROOT PRUNING	EACH	59	16	43
4	20800150	TRENCH BACKFILL	CU YD	1760	600	1160
5	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3554	1485	2069
6	25000110	SEEDING, CLASS 1A	ACRE	0.74	0.31	0.43
7	25100630	EROSION CONTROL BLANKET	SQ YD	3554	1485	2069
8	25200110	SODDING, SALT TOLERANT	SQ YD	1726	471	1255
9	25200200	SUPPLEMENTAL WATERING	UNIT	15	4	11
10	28000510	INLET FILTERS	EACH	37	10	27
11	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	80	20	60
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5426	1543	3883
13	40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	332	95	237
14	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	129	48	81
15	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	663	189	474
16	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	50	0
17	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	20	0	20
18	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6700	2300	4400
19	42400800	DETECTABLE WARNINGS	SQ FT	168	80	88
20	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	7654	2176	5478
21	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	70	50	20
22	44000600	SIDEWALK REMOVAL	SQ FT	6700	2300	4400
23	55100200	STORM SEWER REMOVAL 6"	FOOT	23	0	23
24	55100300	STORM SEWER REMOVAL 8"	FOOT	52	0	52
25	55100400	STORM SEWER REMOVAL 10"	FOOT	203	105	98
26	55100500	STORM SEWER REMOVAL 12"	FOOT	214	50	164
* 27	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	35	5	30
* 28	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	2005	675	1330
* 29	56103200	DUCTILE IRON WATER MAIN 10"	FOOT	15	0	15
* 30	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	45	10	35
* 31	56105000	WATER VALVES 8"	EACH	4	1	3

\* INDICATES A SPECIAL PROVISION

ITEM NO.	CODE NO.	ITEM	UNIT	TOTAL QUANTITY	MONROE	THOMAS
* 32	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	740	300	440
* 33	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	1	3
34	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	1	1
35	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	12	3	9
36	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	16	5	11
* 37	63300575	REMOVE AND REERECT RAIL ELEMENT OF EXISTING GUARDRAILS	FOOT	30	30	0
38	67100100	MOBILIZATION	L SUM	1.0	0.3	0.7
39	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	6	0	6
40	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	395	0	395
41	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	735	265	470
42	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	530	280	250
43	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	103	13	90
* 44	X0326859	PAVEMENT IMPRINTING	SQ YD	85	0	85
* 45	X0326862	STRUCTURES TO BE ADJUSTED	EACH	23	5	18
* 46	X0327024	FIRE HYDRANTS TO BE REMOVED & SALVAGED	EACH	5	1	4
* 47	X1200073	MANHOLE REMOVAL	EACH	5	4	1
* 48	X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	100	30	70
* 49	X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	4466	1450	3016
* 50	X5610700	WATER MAIN REMOVAL	FOOT	190	50	140
* 51	X6022805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	5	2	3
* 52	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	1	1
* 53	X6029600	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	4	1	3
* 54	X6026622	VALVE VAULTS TO BE REMOVED	EACH	5	1	4
* 55	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	0.3	0.7
* 56	Z0013798	CONSTRUCTION LAYOUT	L SUM	1.0	0.3	0.7
* 57	Z0017800	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED (SPECIAL)	EACH	10	1	9
* 58	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	11	4	7
* 59	Z0056002	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	23	0	23
* 60	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	52	0	52
* 61	Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	203	105	98
* 62	Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	214	50	164

\* INDICATES A SPECIAL PROVISION



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

				DSGN.	MLM	
				DWN.	MLM	DJS
				CHKD.	JFA	
				SCALE:	NTS	
				PLOT DATE:	2/26/2021	
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NO.	DATE	NATURE OF REVISION		CHKD.		
FILE	NAME	N:\FORESTPARK\0023\BG094\Civil\QUA01_BG094.sht				

TITLE:

**SUMMARY OF QUANTITIES**  
**2020 WATERMAIN AND RESURFACING**

PROJ. NO. 0023-BG094

DATE: 2/26/2021

SHEET 4 OF 19

DRAWING NO.

**QUA1**

SUMMARY OF QUANTITIES

ITEM NO.	CODE NO.	ITEM	UNIT	TOTAL QUANTITY	MONROE	THOMAS
* 63	N/A	SEWER CLEANING AND TELEVISING, 12"	FOOT	3161	690	2471
* 64	N/A	SEWER CLEANING AND TELEVISION, 10"	FOOT	0	740	300
* 65	N/A	SEWER CLEANING AND TELEVISING, 8"	FOOT	145	0	145
* 66	N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1446	426	1020
* 67	N/A	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	2155	855	1300
* 68	N/A	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	21	8	13
* 69	N/A	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	1.0	0.3	0.7
* 70	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	25000	7500	17500
* 71	N/A	SHRUB	EACH	4	0	4
* 72	N/A	PLUG AND BLOCK WATER MAIN (SPECIAL)	EACH	6	2	4
* 73	N/A	PRESSURE CONNECTION, 10" X 8"	EACH	1	0	1
* 74	N/A	PRESSURE CONNECTION, 12" X 8"	EACH	1	1	0
* 75	N/A	NON-PRESSURE CONNECTION TO EXISTING 8" WATER MAIN	EACH	2	1	1
* 76	N/A	NON-PRESSURE CONNECTION TO EXISTING 12" WATER MAIN	EACH	2	0	2
* 77	N/A	PVC C-900 CASING, 16"	FOOT	26	0	26
* 78	N/A	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	4	1	3
* 79	N/A	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	2	1	1
* 80	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	EACH	40	14	26
* 81	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 2"	EACH	2	0	2
* 82	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	EACH	35	15	20
* 83	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1.5"	EACH	1	0	1
* 84	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 2"	EACH	1	0	1
* 85	N/A	WATER VALVE TO BE REMOVED AND SALVAGED (SPECIAL)	EACH	1	0	1

\* INDICATES A SPECIAL PROVISION



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517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

				DSGN.	MLM	
				DWN.	MLM	DJS
				CHKD.	JFA	
				SCALE:	NTS	
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NO.	DATE	NATURE OF REVISION		CHKD.		
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SUMMARY OF QUANTITIES  
2020 WATERMAIN AND RESURFACING

PROJ. NO. 0023-BG094

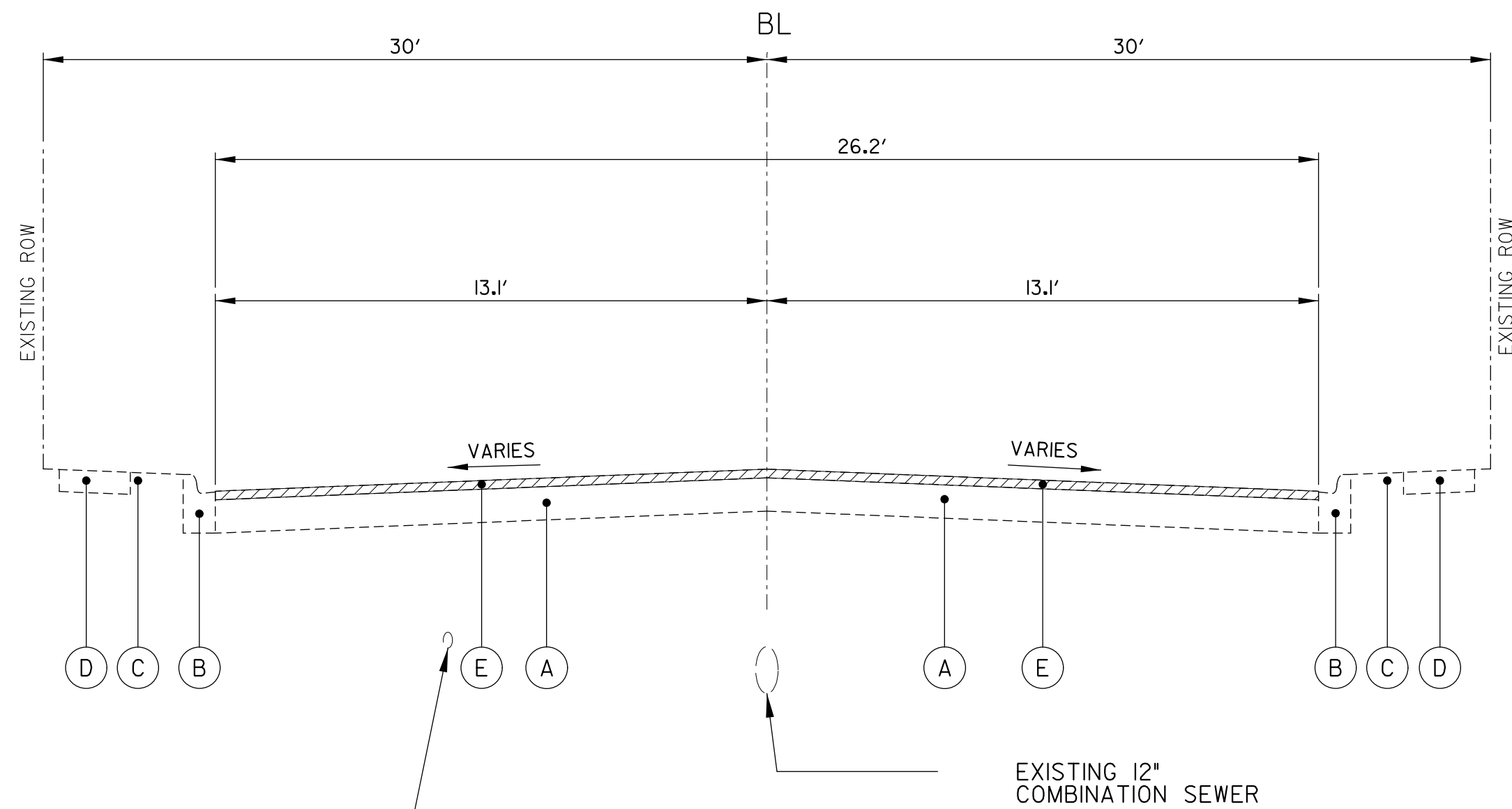
DATE: 2/26/2021

SHEET 5 OF 19

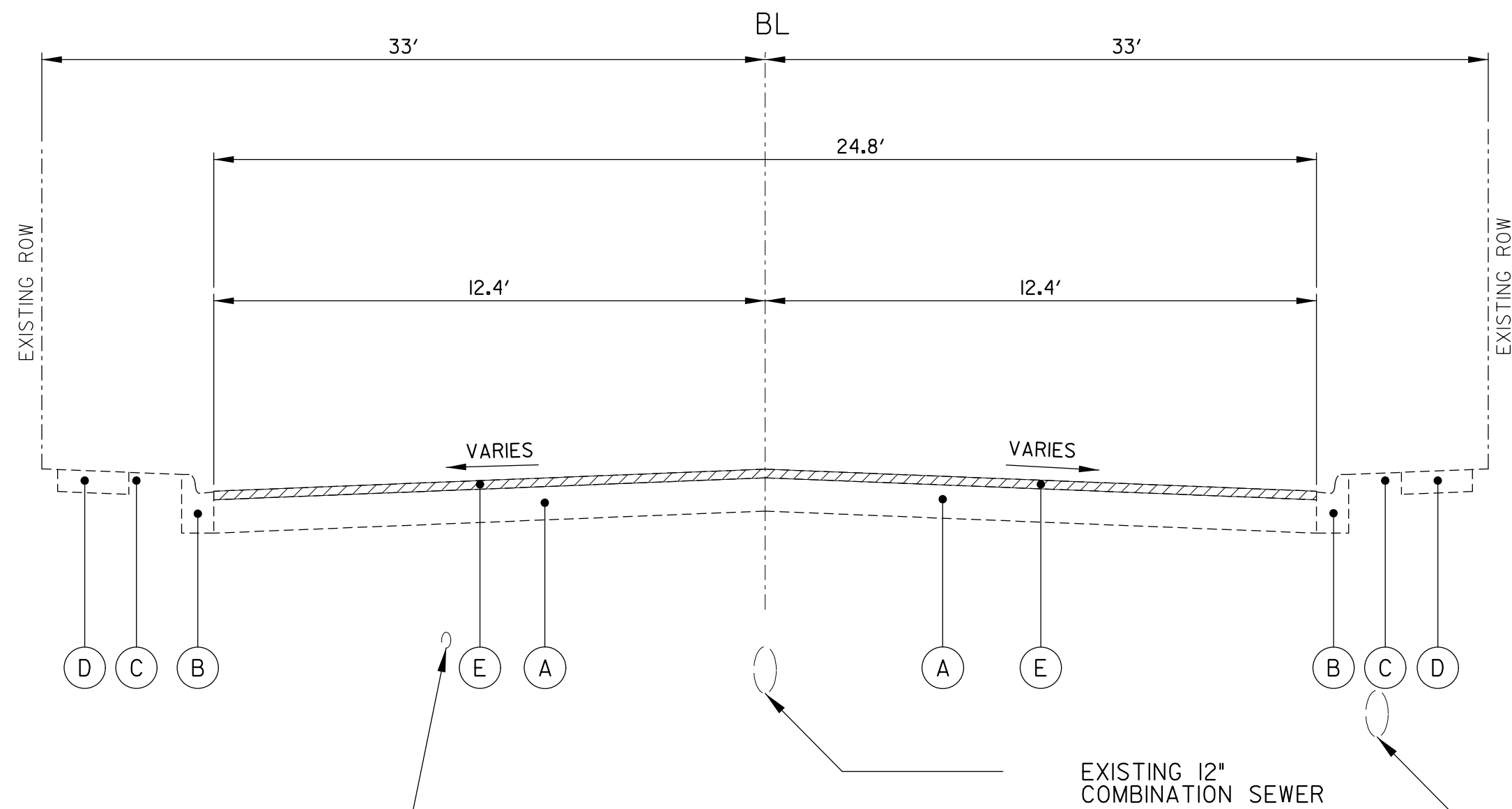
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QUA2

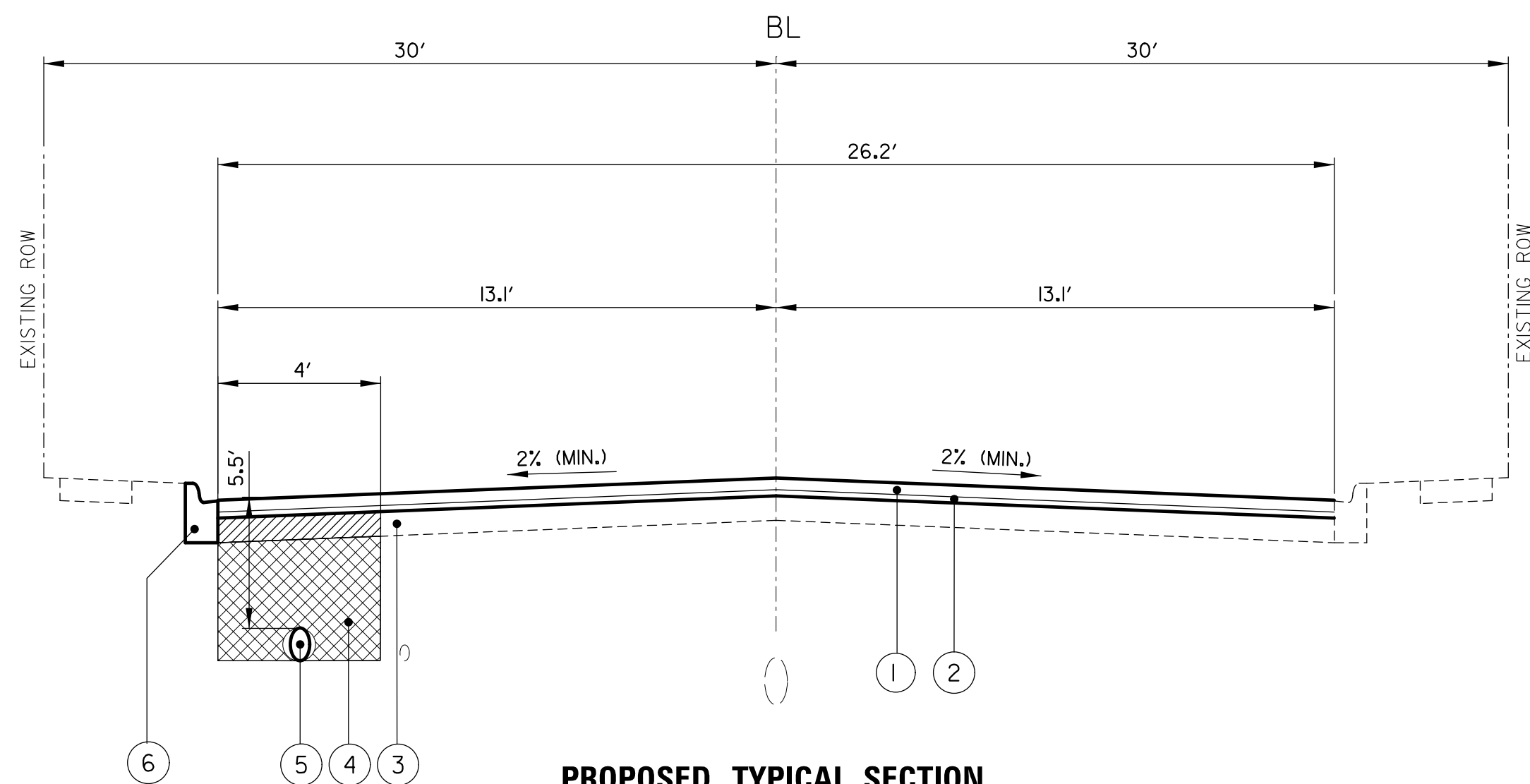




**EXISTING TYPICAL SECTION  
THOMAS AVENUE  
FROM LEHMER AVENUE TO MADISON STREET**

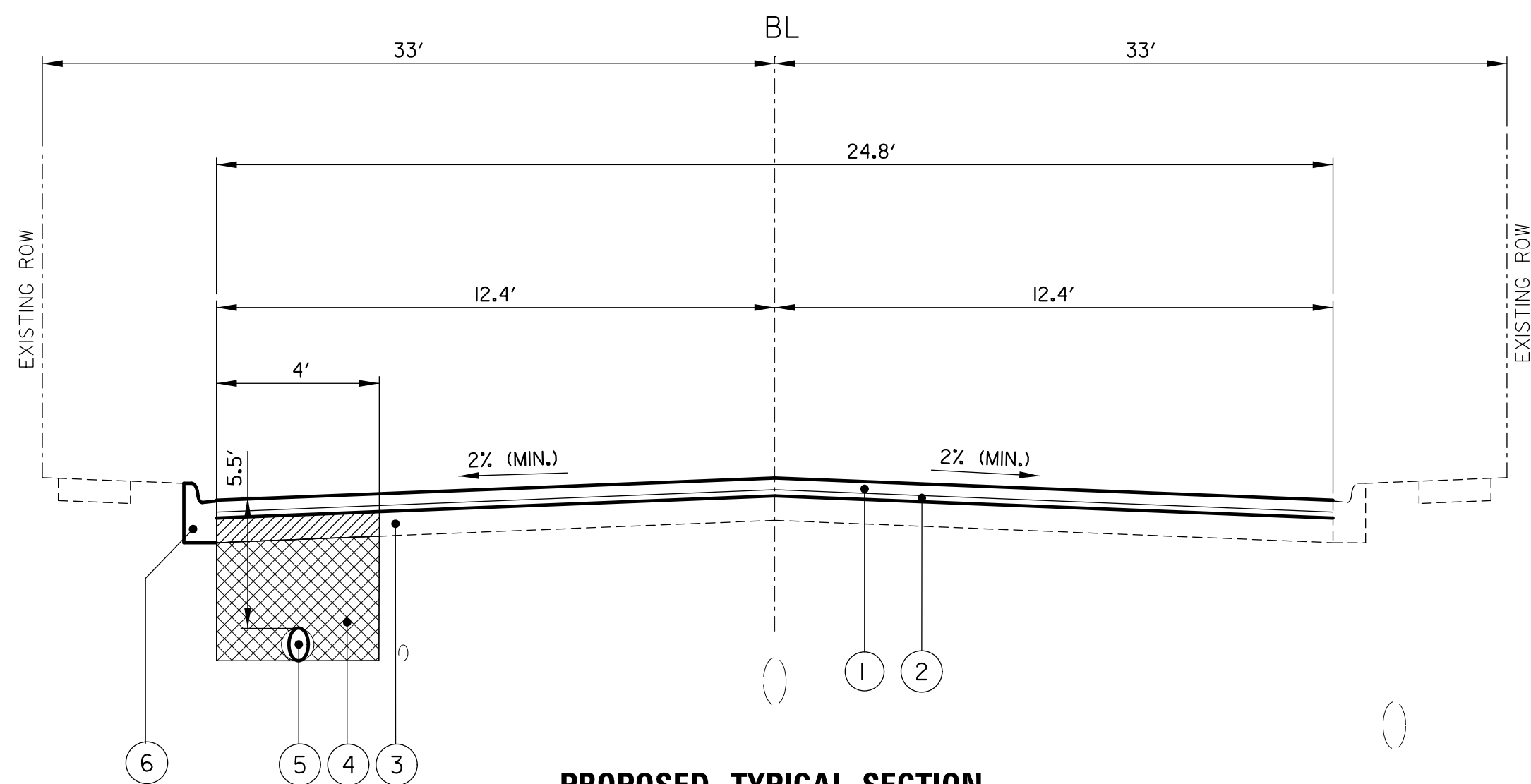


**EXISTING TYPICAL SECTION  
MONROE AVENUE  
PARK AVENUE TO JACKSON BLVD.**



**PROPOSED TYPICAL SECTION  
THOMAS AVENUE  
FROM LEHMER AVENUE TO MADISON STREET**

**\*LIMITS OF NEW DUCTILE IRON  
WATER MAIN: THOMAS AVE.  
(JACKSON BLVD. TO MADISON STREET) ONLY.**



**PROPOSED TYPICAL SECTION  
MONROE AVENUE  
PARK AVENUE TO JACKSON BLVD.**

**\*LIMITS OF NEW DUCTILE IRON  
WATER MAIN: MONROE AVE.  
(PARK AVE. TO JACKSON BLVD.) ONLY.**

**NOTES:**

1. THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES IS 112 LBS/ SQ. YD. IN.
2. DEWATERING IS INCIDENTAL TO CONTRACT, SEE SOILS REPORT.
3. THE 'AC TYPE' FOR POLYMERIZED HMA MIXES SHALL BE 'SBS/SBR PG 70-22' AND FOR NON-POLYMERIZED HMA THE 'AC TYPE' SHALL BE 'PG 64-22' UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS. FOR 'PERCENT OF RAP' SEE DISTRICT ONE SPECIAL PROVISIONS.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS	
MIXTURE TYPE	AIR VOIDS @ NDES
<b>RESURFACING</b>	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1 1/2" - 2"	4% @ 50 GYR.
POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50, 3/4" - 2 1/4"	3.5% @ 50 GYR.
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 3"	4% @ 50 GYR.
<b>CLASS D PATCHES</b>	
HOT MIX ASPHALT BINDER COURSE IL-19.0, N70 (3" - 4" LIFTS)	4% @ 70 GYR.



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517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	N:\FORESTPARK\0023\BG094\Civil\TYP_BG094.sh		

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DWN.	MLM	
CHKD.	JFA	
SCALE:	NTS	
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TITLE:

**TYPICAL SECTIONS  
2020 WATERMAIN AND RESURFACING**

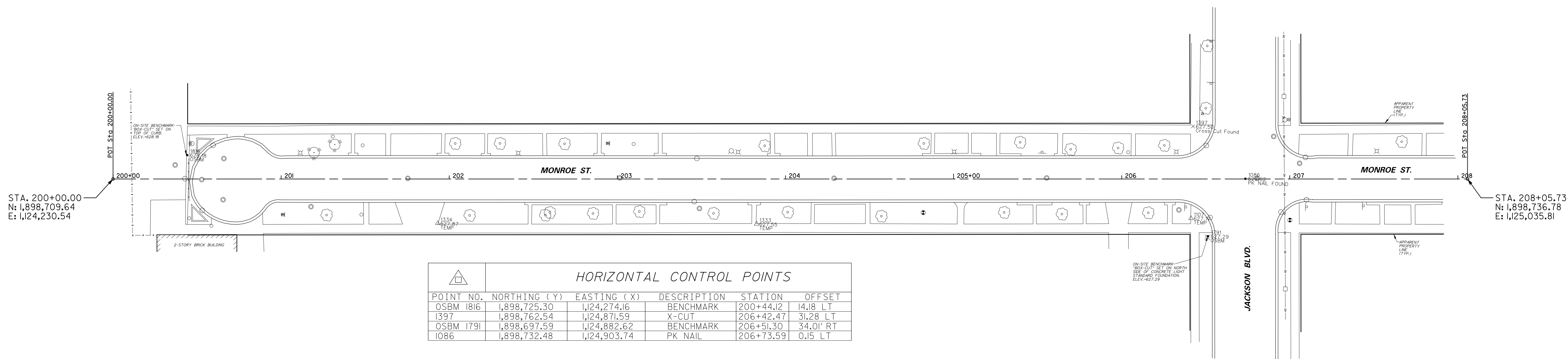
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DATE: 2/26/2021

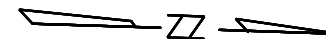
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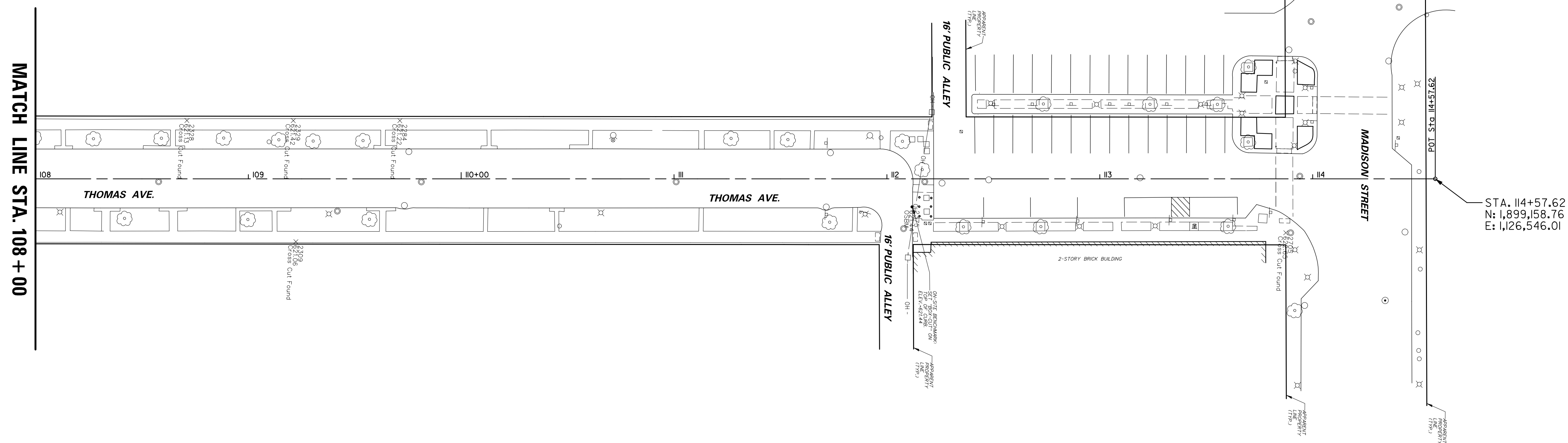
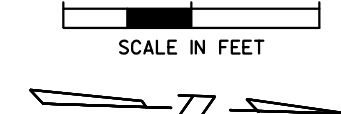
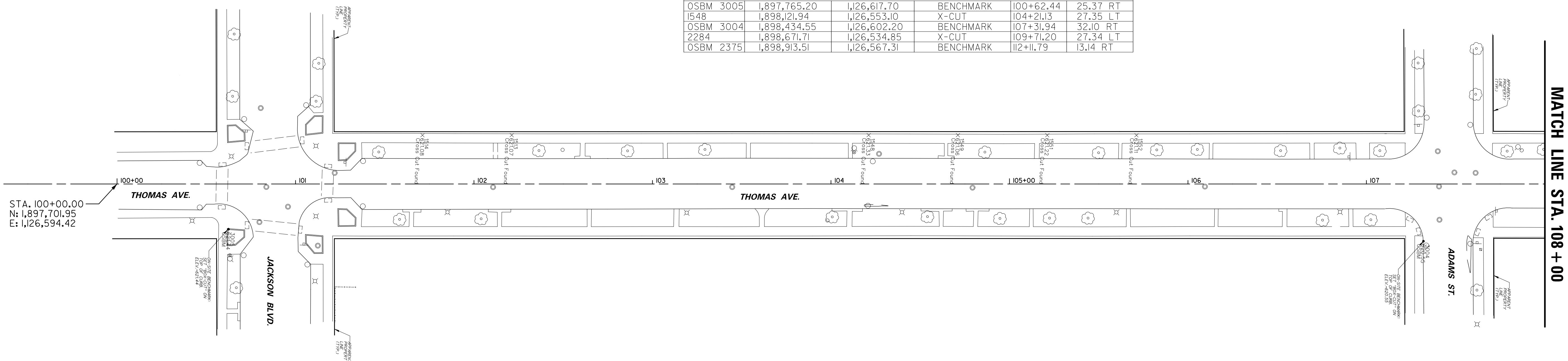
**TYP**



		HORIZONTAL CONTROL POINTS			
POINT NO.	NORTHING (Y)	EASTING (X)	DESCRIPTION	STATION	OFFSET
OSBM 1816	1,898,725.30	1,124,274.16	BENCHMARK	200+44.12	14.18 LT
1397	1,898,762.54	1,124,871.59	X-CUT	206+42.47	31.28 LT
OSBM 1791	1,898,697.59	1,124,882.62	BENCHMARK	206+51.30	34.01 RT
1086	1,898,732.48	1,124,903.74	PK NAIL	206+73.59	0.15 LT



HORIZONTAL CONTROL POINTS					
POINT NO.	NORTHING (Y)	EASTING (X)	DESCRIPTION	STATION	OFFSET
OSBM 3005	1,897,765.20	1,126,617.70	BENCHMARK	100+62.44	25.37 RT
1548	1,898,121.94	1,126,553.10	X-CUT	104+21.13	27.35 LT
OSBM 3004	1,898,434.55	1,126,602.20	BENCHMARK	107+31.94	32.10 RT
2284	1,898,671.71	1,126,534.85	X-CUT	109+71.20	27.34 LT
OSBM 2375	1,898,913.51	1,126,567.31	BENCHMARK	112+11.79	13.4 RT



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					DSGN.	MLM	
					DWN.	MLM	DJS
					CHKD.	JFA	
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					PLOT DATE:	2/26/2021	
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TITLE:
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## ALIGNMENT AND BENCHMARKS

### 2020 WATERMAIN AND RESURFACING

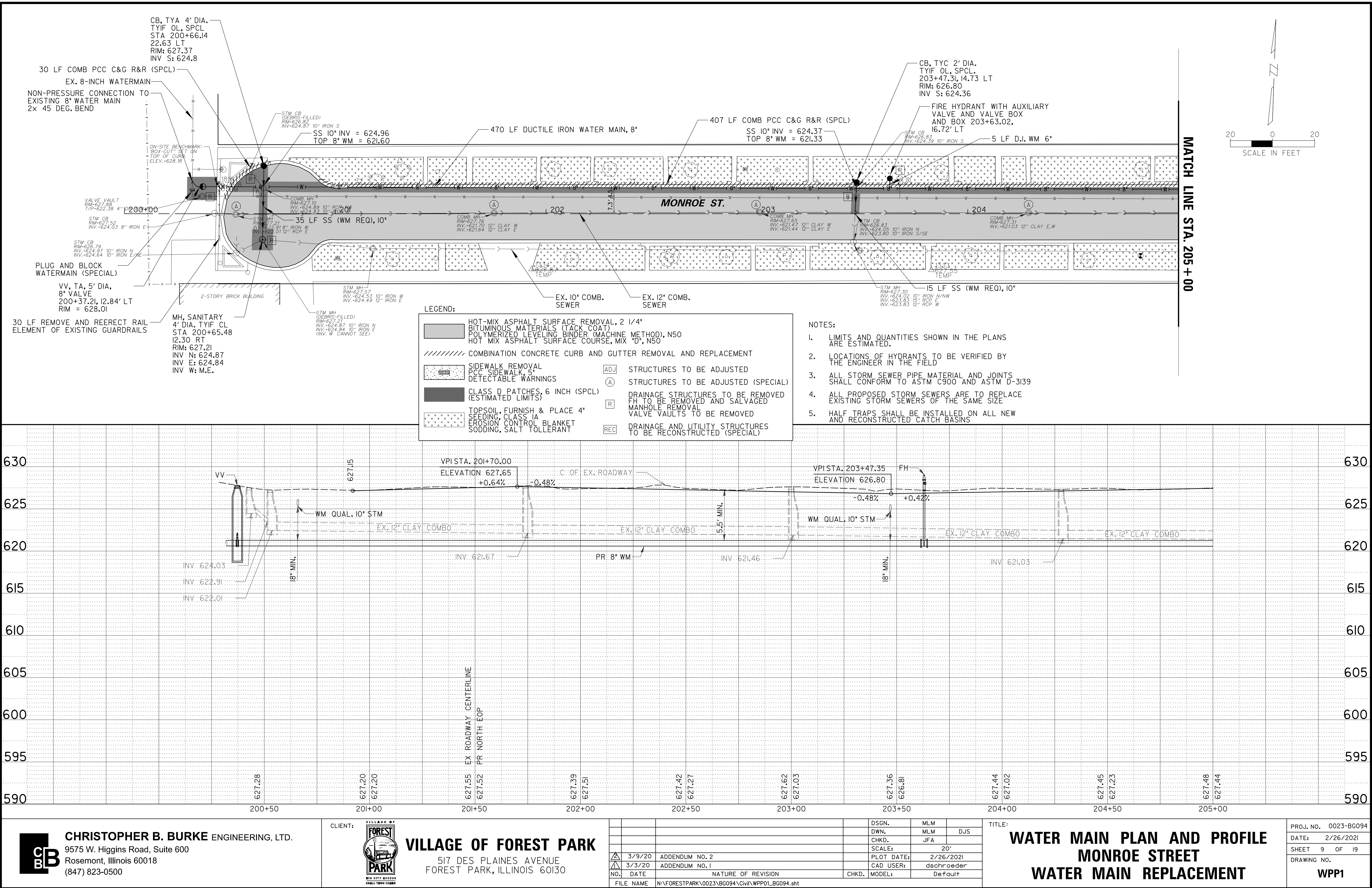
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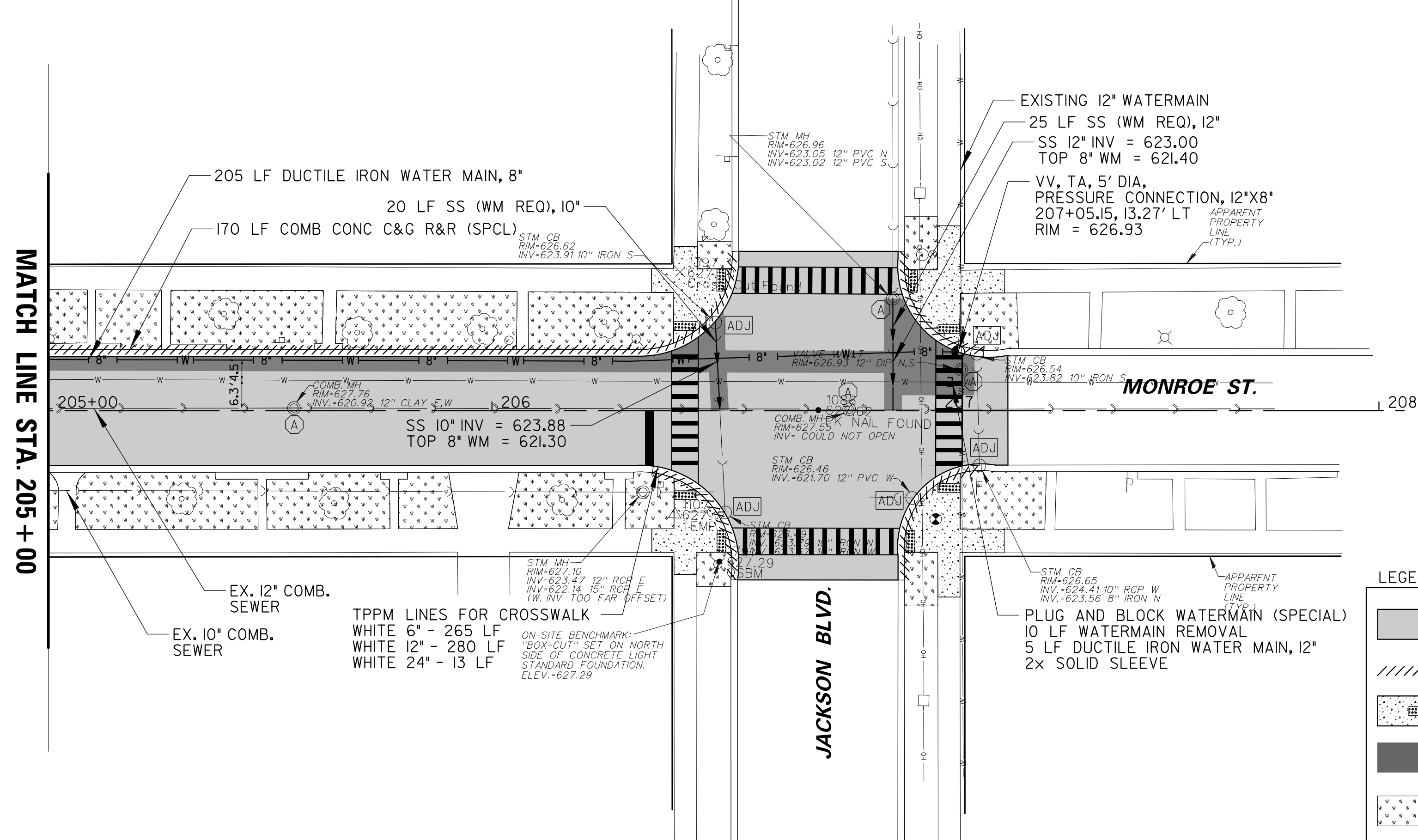
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SHEET 8 OF 19

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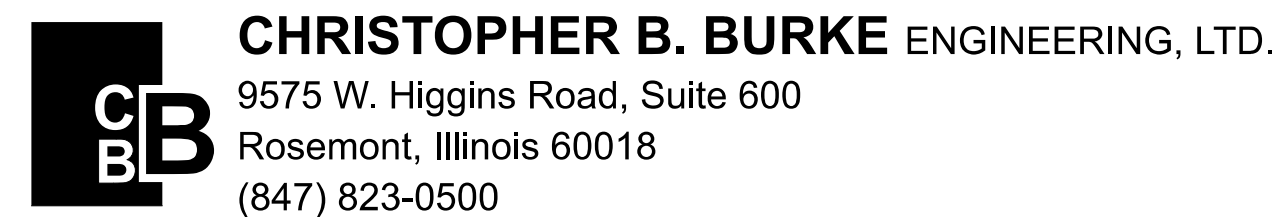
BNH02





- |          |   |
|----------|---|
|          | HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"<br>BITUMINOUS MATERIALS (TACK COAT)<br>POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50<br>HOT MIX ASPHALT SURFACE COURSE, MIX 'D', N50                |
| //////// | COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT  |
|          | SIDEWALK REMOVAL<br>PCC SIDEWALK, 5"<br>DETECTABLE WARNINGS   |
|          | CLASS D PATCHES, 6 INCH (SPCL)<br>(ESTIMATED LIMITS)  |
|          | TOPSOIL, FURNISH & PLACE 4"<br>SEEDING, CLASS 1A<br>EROSION CONTROL BLANKET<br>SODDING, SALT TOLLERANT  |
|          | ADJ STRUCTURES TO BE ADJUSTED<br>A STRUCTURES TO BE ADJUSTED (SPECIAL)<br>R DRAINAGE STRUCTURES TO BE REMOVED<br>FH TO BE REMOVED AND SALVAGED<br>MANHOLE REMOVAL<br>VALVE VAULTS TO BE REMOVED |
|          | REC DRAINAGE AND UTILITY STRUCTURES<br>TO BE RECONSTRUCTED (SPECIAL)  |

1. LIMITS AND QUANTITIES SHOWN IN THE PLANS ARE ESTIMATED.
2. LOCATIONS OF HYDRANTS TO BE VERIFIED BY THE ENGINEER IN THE FIELD
3. ALL STORM SEWER PIPE MATERIAL AND JOINTS SHALL CONFORM TO ASTM C900 AND ASTM D-3139
4. ALL PROPOSED STORM SEWERS ARE TO REPLACE EXISTING STORM SEWERS OF THE SAME SIZE
5. HALF TRAPS SHALL BE INSTALLED ON ALL NEW AND RECONSTRUCTED CATCH BASINS



				DSGN.	MLM	
				DWN.	MLM	DJS
				CHKD.	JFA	
				SCALE:	20'	
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				CAD USER:	dschroeder	
NO.	DATE	NATURE OF REVISION		CHKD.	MODEL:	Default
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# WATER MAIN PLAN AND PROFILE MONROE STREET WATER MAIN REPLACEMENT

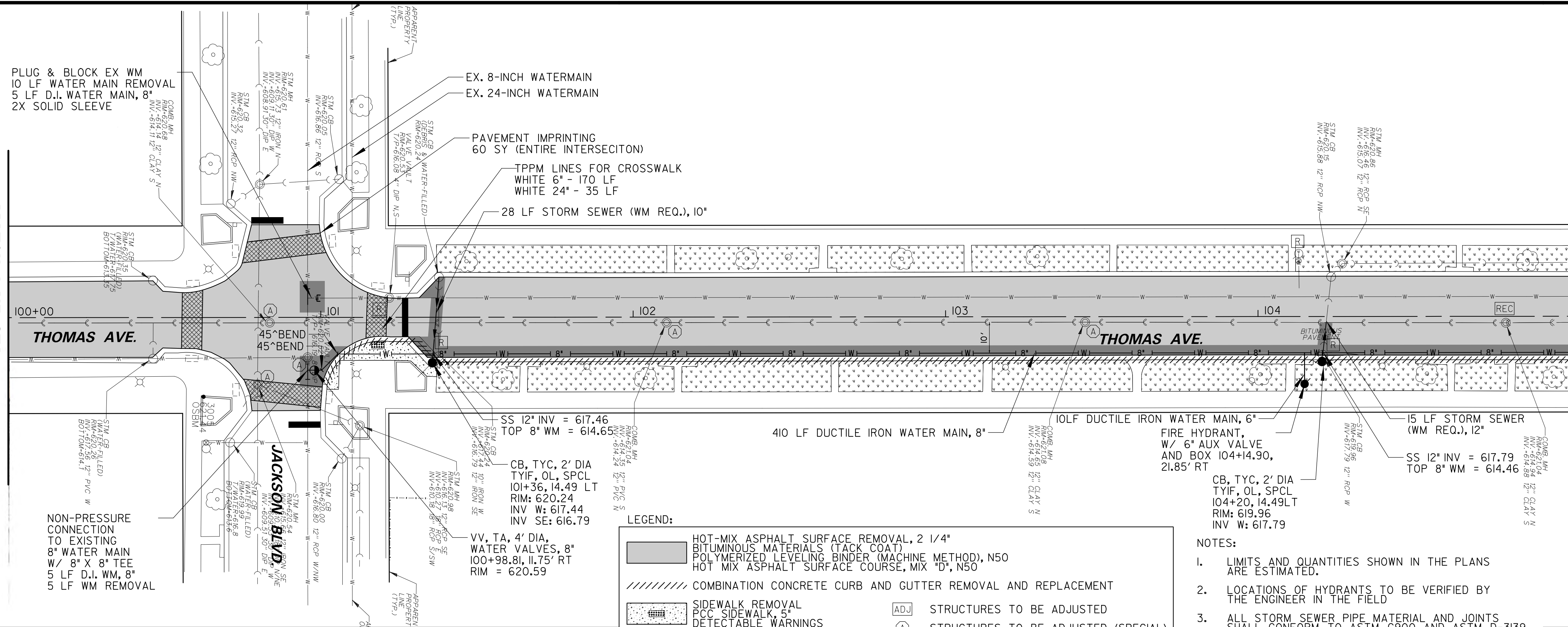
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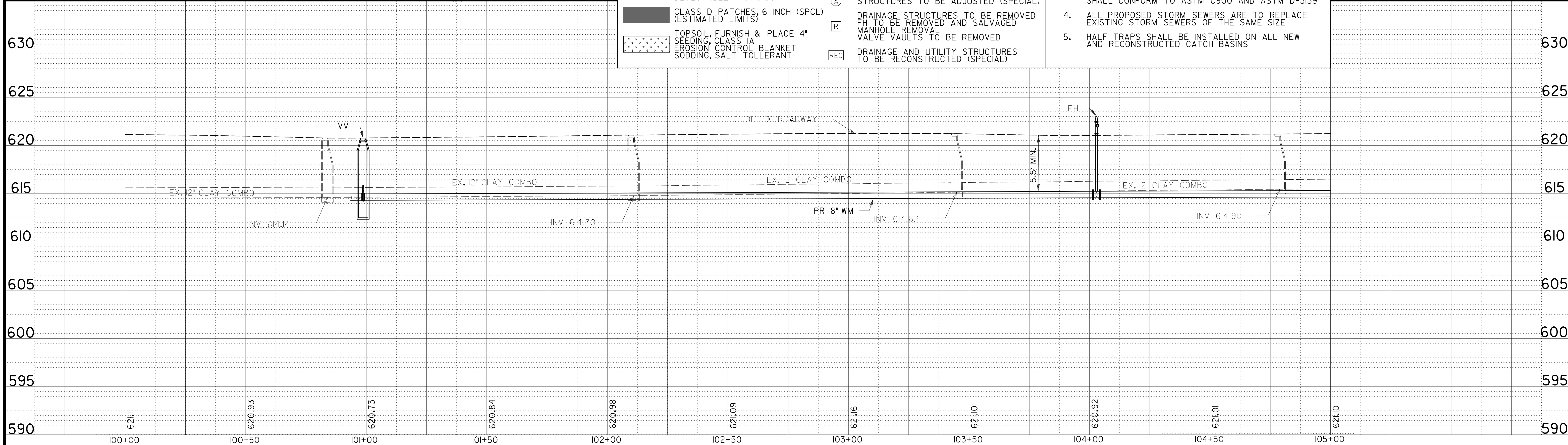
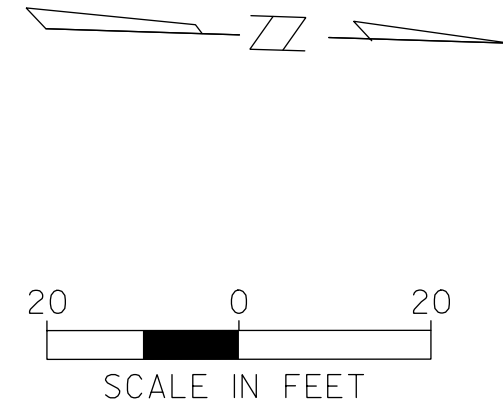




MATCH LINE STA. 100+00



MATCH LINE STA. 105+00



CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. Higgins Road, Suite 600  
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VILLAGE OF FOREST PARK  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	N:\FORESTPARK\0023\BG094\Civil\WPP04_BG094.sht		

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DWN.	MLM	
CHKD.	JFA	
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TITLE:

WATER MAIN PLAN AND PROFILE  
THOMAS AVENUE  
WATER MAIN REPLACEMENT

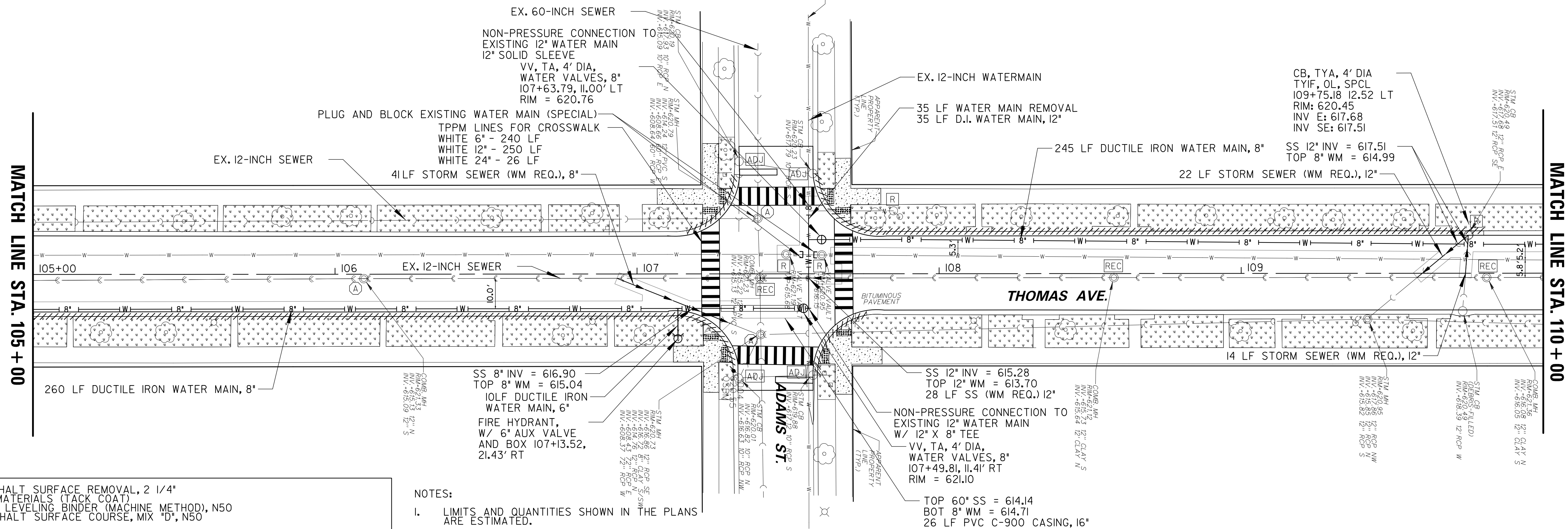
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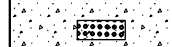






DATE: 2/26/2021

SHEET 12 OF 19

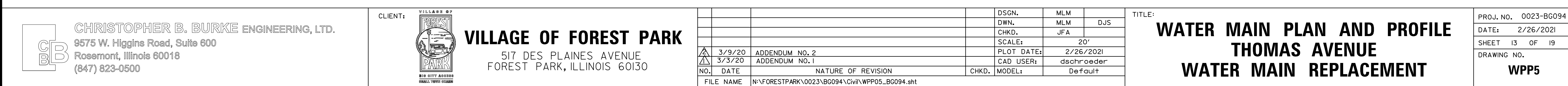
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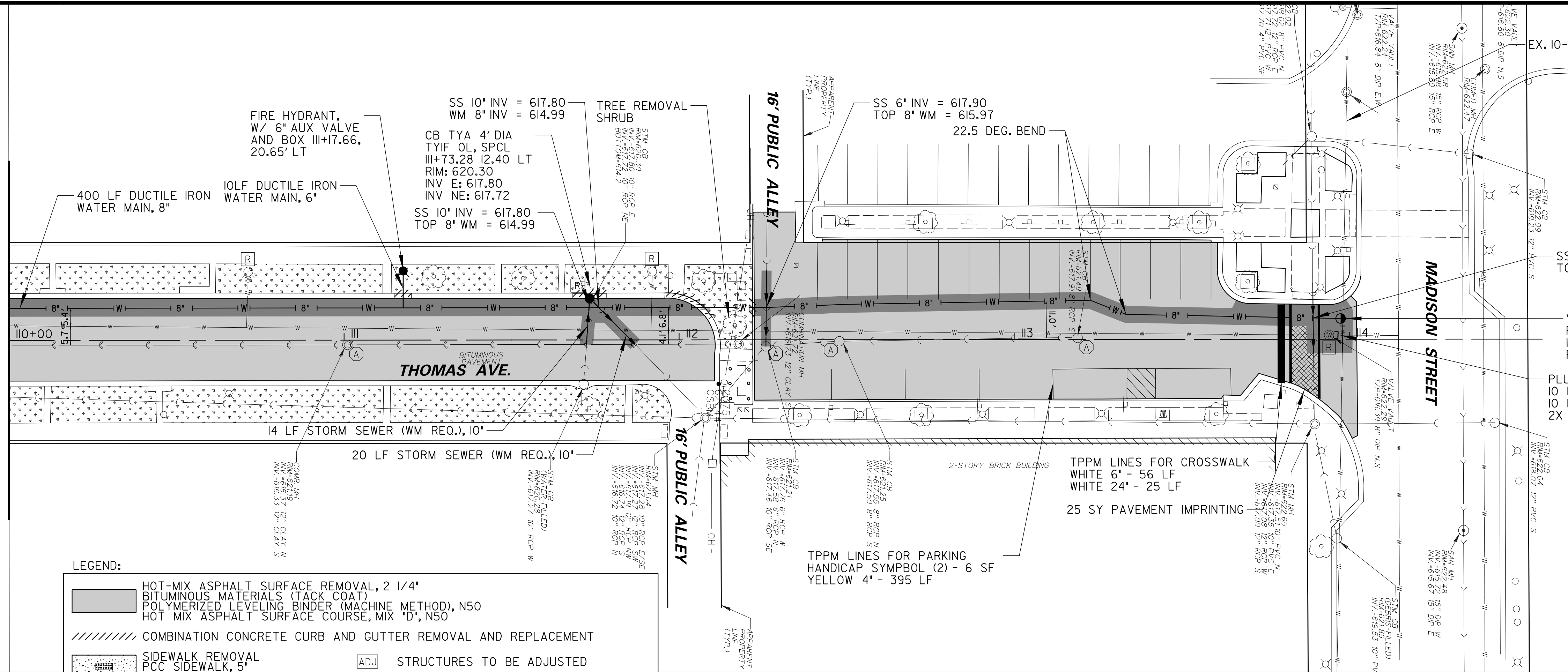
	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" BITUMINOUS MATERIALS (TACK COAT) POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50	
////////	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	
	SIDEWALK REMOVAL PCC SIDEWALK, 5" DETECTABLE WARNINGS	 STRUCTURES TO BE ADJUSTED  STRUCTURES TO BE ADJUSTED (SPECIAL)
	CLASS D PATCHES, 6 INCH (SPCL) (ESTIMATED LIMITS)	 DRAINAGE STRUCTURES TO BE REMOVED FH TO BE REMOVED AND SALVAGED MANHOLE REMOVAL VALVE VAULTS TO BE REMOVED
	TOPSOIL, FURNISH & PLACE 4" SEEDING, CLASS 1A EROSION CONTROL BLANKET SODDING, SALT TOLLERANT	 DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED (SPECIAL)

- NOTES:
1. LIMITS AND QUANTITIES SHOWN IN THE PLANS ARE ESTIMATED.
  2. LOCATIONS OF HYDRANTS TO BE VERIFIED BY THE ENGINEER IN THE FIELD
  3. ALL STORM SEWER PIPE MATERIAL AND JOINTS SHALL CONFORM TO ASTM C900 AND ASTM D-3139
  4. ALL PROPOSED STORM SEWERS ARE TO REPLACE EXISTING STORM SEWERS OF THE SAME SIZE
  5. HALF TRAPS SHALL BE INSTALLED ON ALL NEW AND RECONSTRUCTED CATCH BASINS

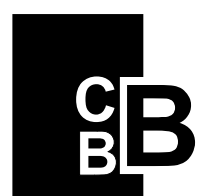
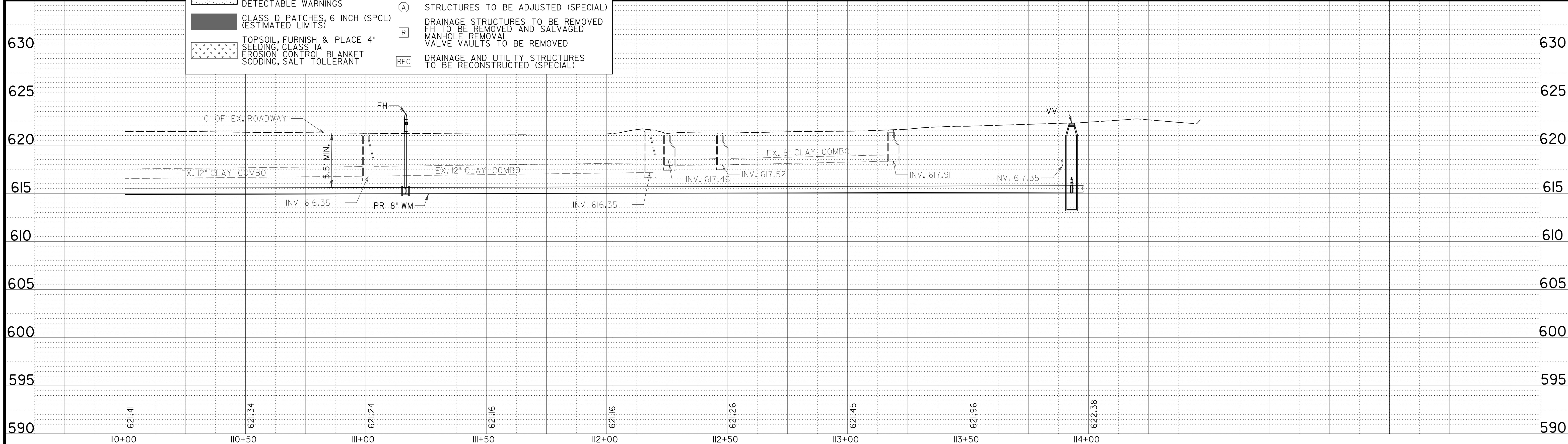




MATCH LINE STA. 110+00



- NOTES:
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  2. LOCATIONS OF HYDRANTS TO BE VERIFIED BY THE ENGINEER IN THE FIELD
  3. ALL STORM SEWER PIPE MATERIAL AND JOINTS SHALL CONFORM TO ASTM C900 AND ASTM D-3139
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**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

NO.	DATE	NATURE OF REVISION	CHKD.
1	3/9/20	ADDENDUM NO. 2	
2	3/3/20	ADDENDUM NO. 1	
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DWN.	MLM	
CHKD.	JFA	
SCALE:	20'	
PLOT DATE:	2/26/2021	
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MODEL:	Default	

TITLE:

**WATER MAIN PLAN AND PROFILE  
THOMAS AVENUE  
WATER MAIN REPLACEMENT**

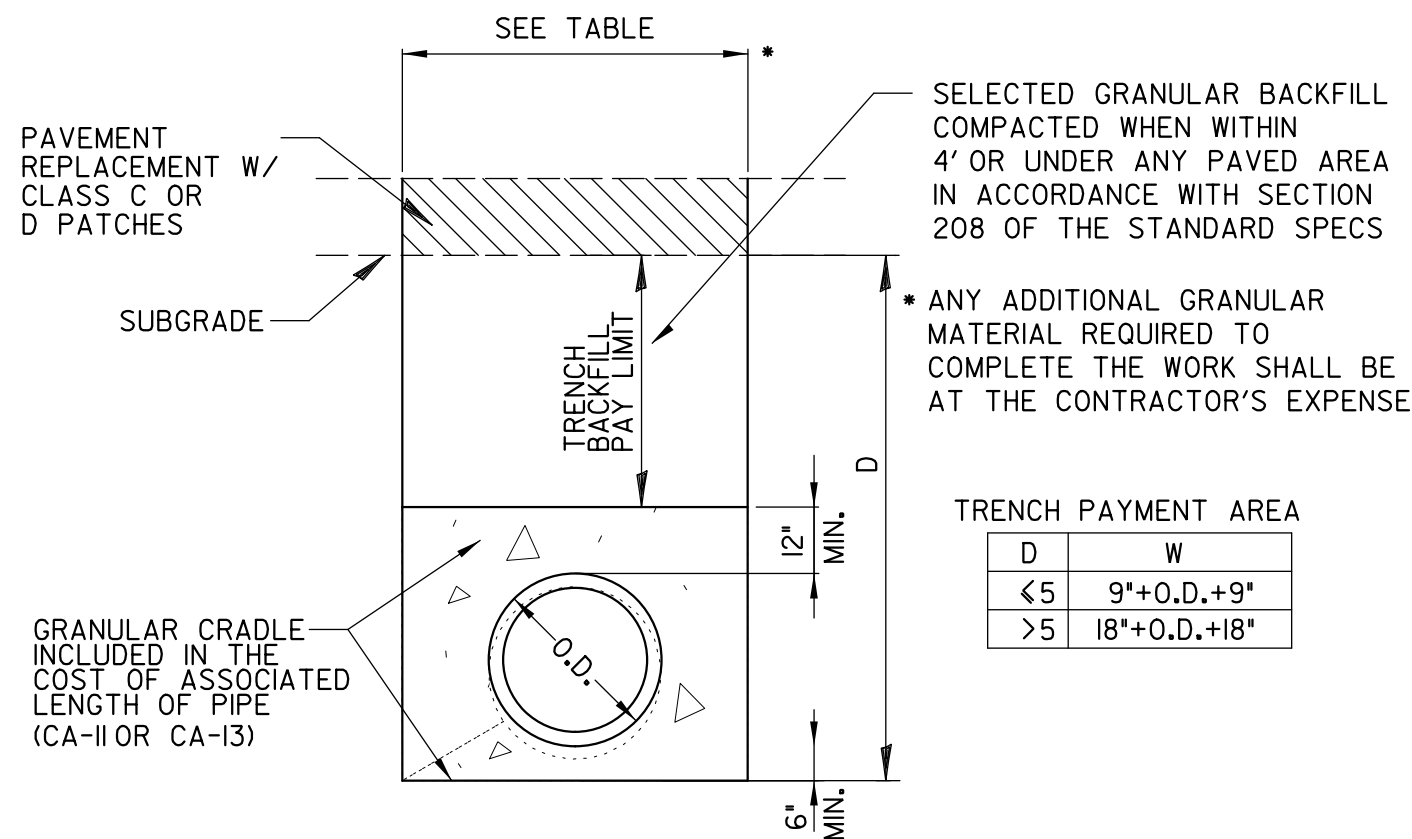
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DATE: 2/26/2021

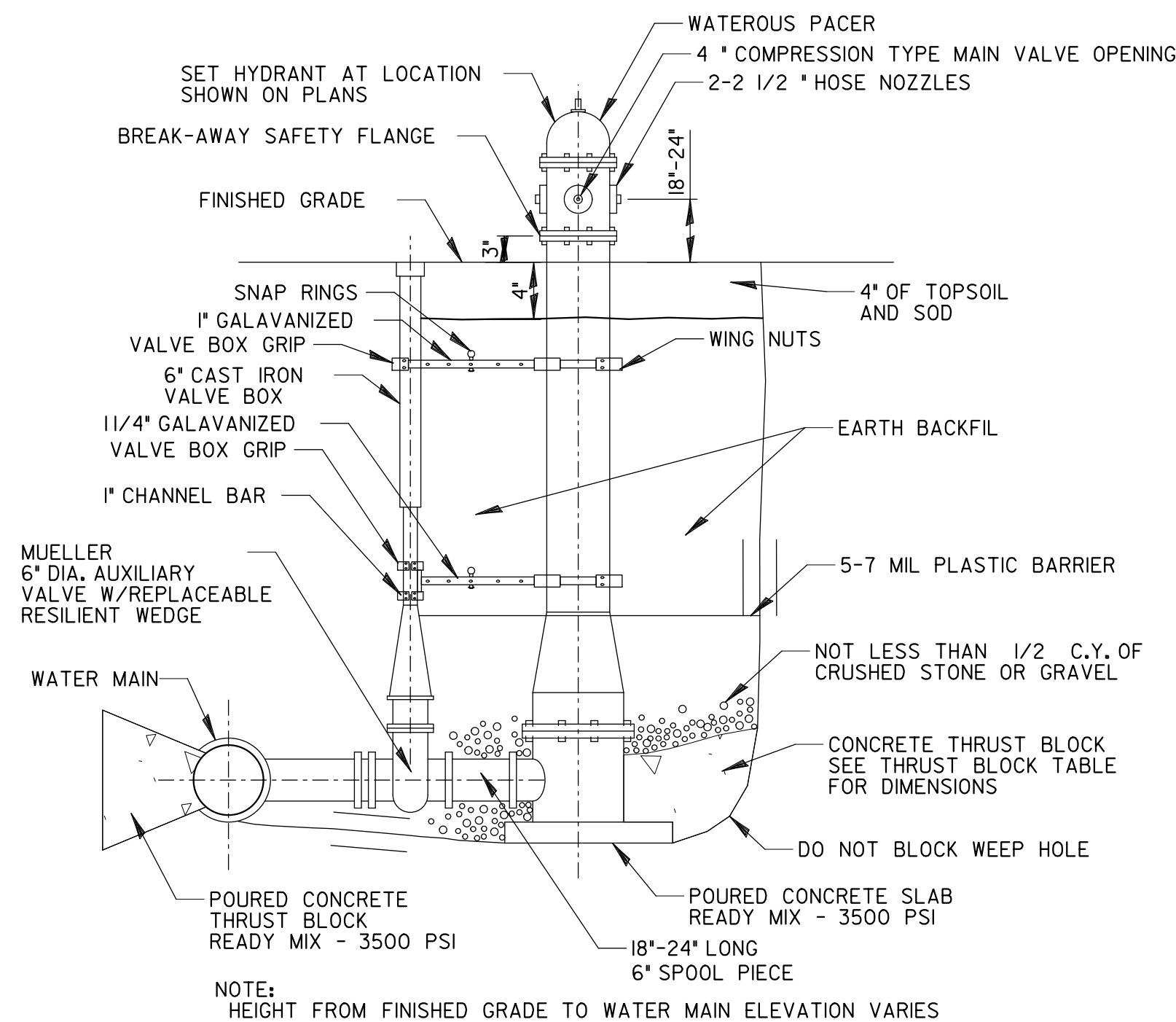
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DRAWING NO.

**WPP6**

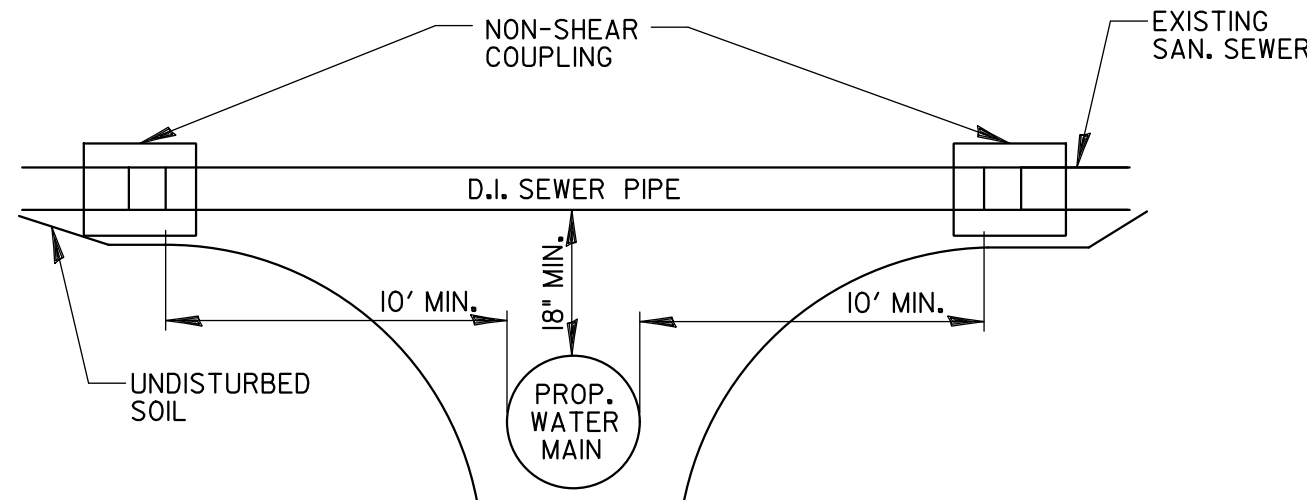


**TYPICAL TRENCH DETAIL – PAVEMENT**  
N.T.S.



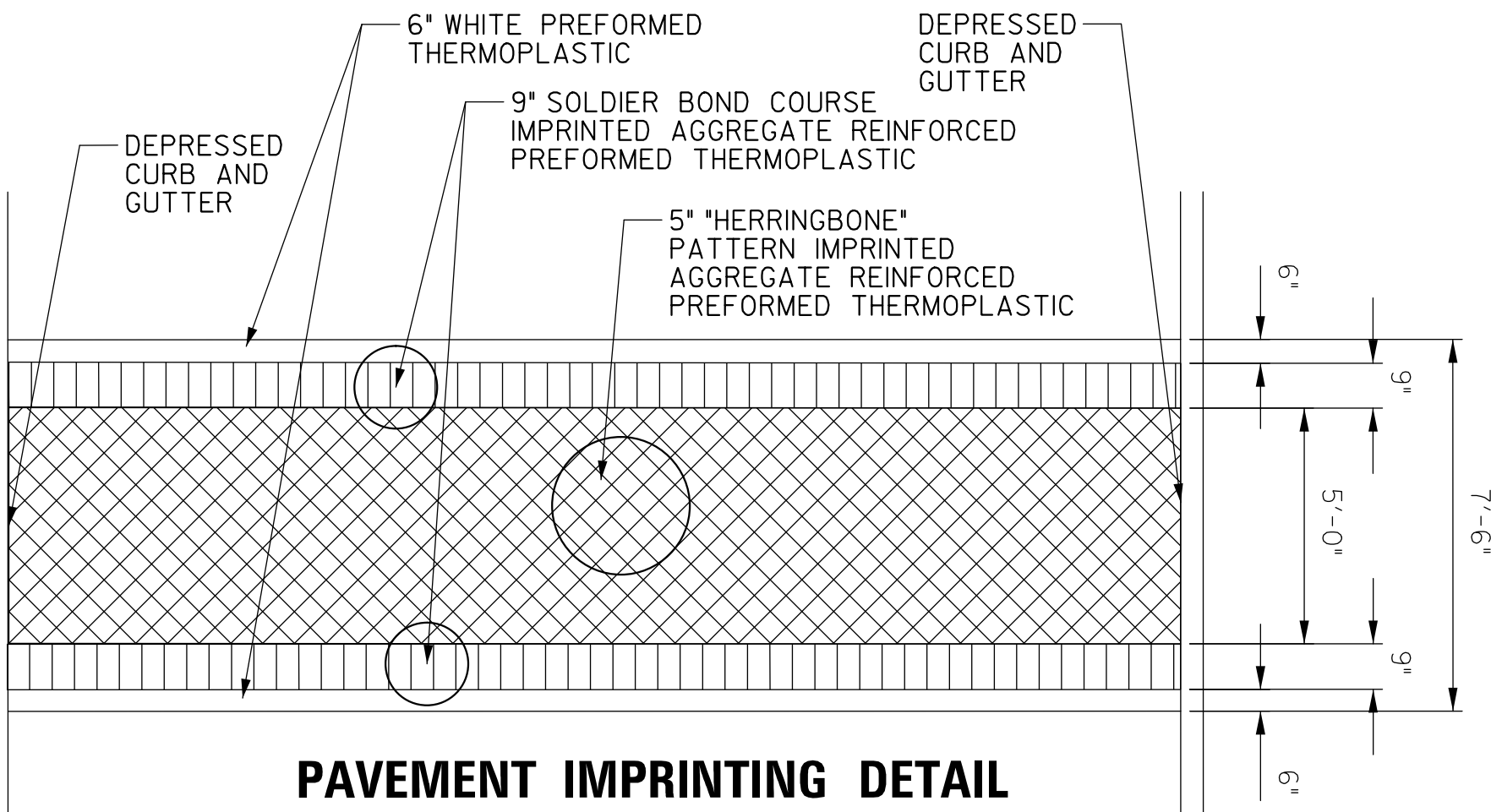
**FIRE HYDRANT**  
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NOTE 1. SEE FIRE HYDRANT DETAIL IN SPECIFICATIONS.

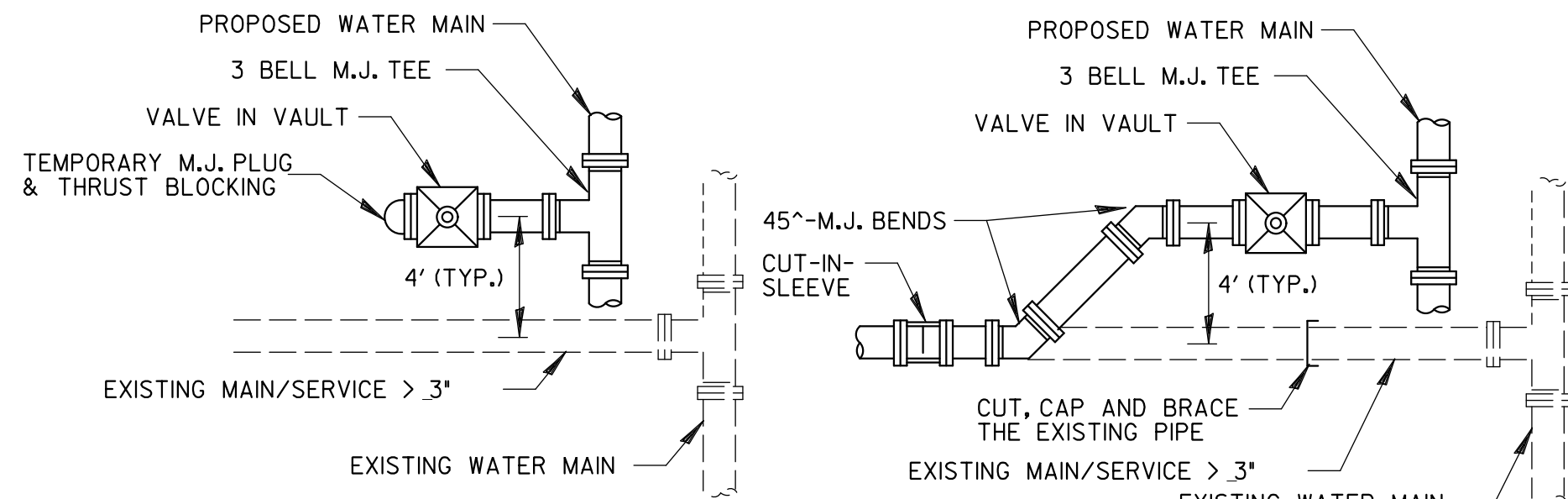


NOTES:  
1. USE AT LOCATIONS INDICATED ON PLANS OR AS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

**SPECIAL SEWER CROSSING REPLACEMENT DETAIL (SERVICE AND MAINLINE)**  
N.T.S.

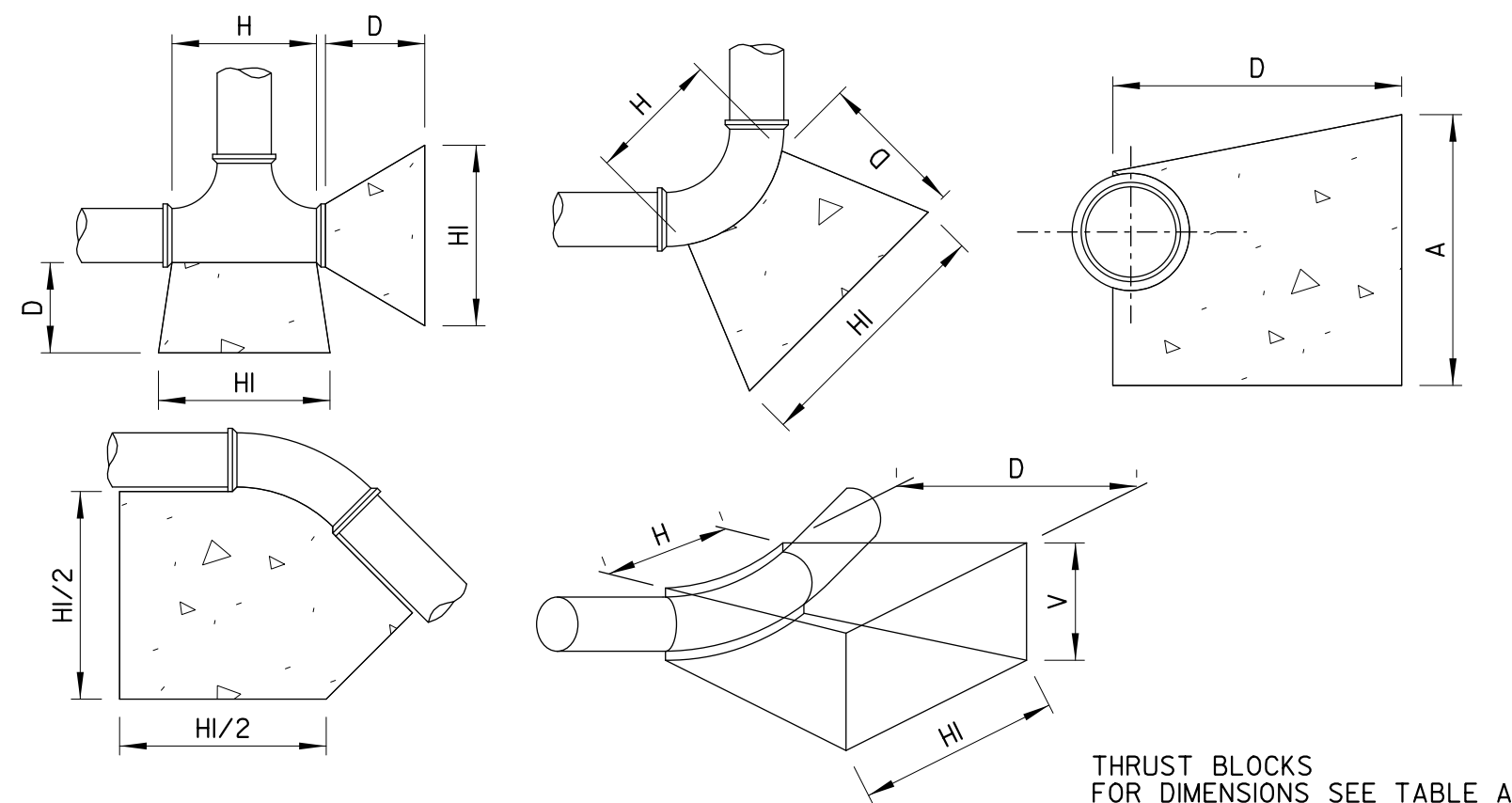


**PAVEMENT IMPRINTING DETAIL**



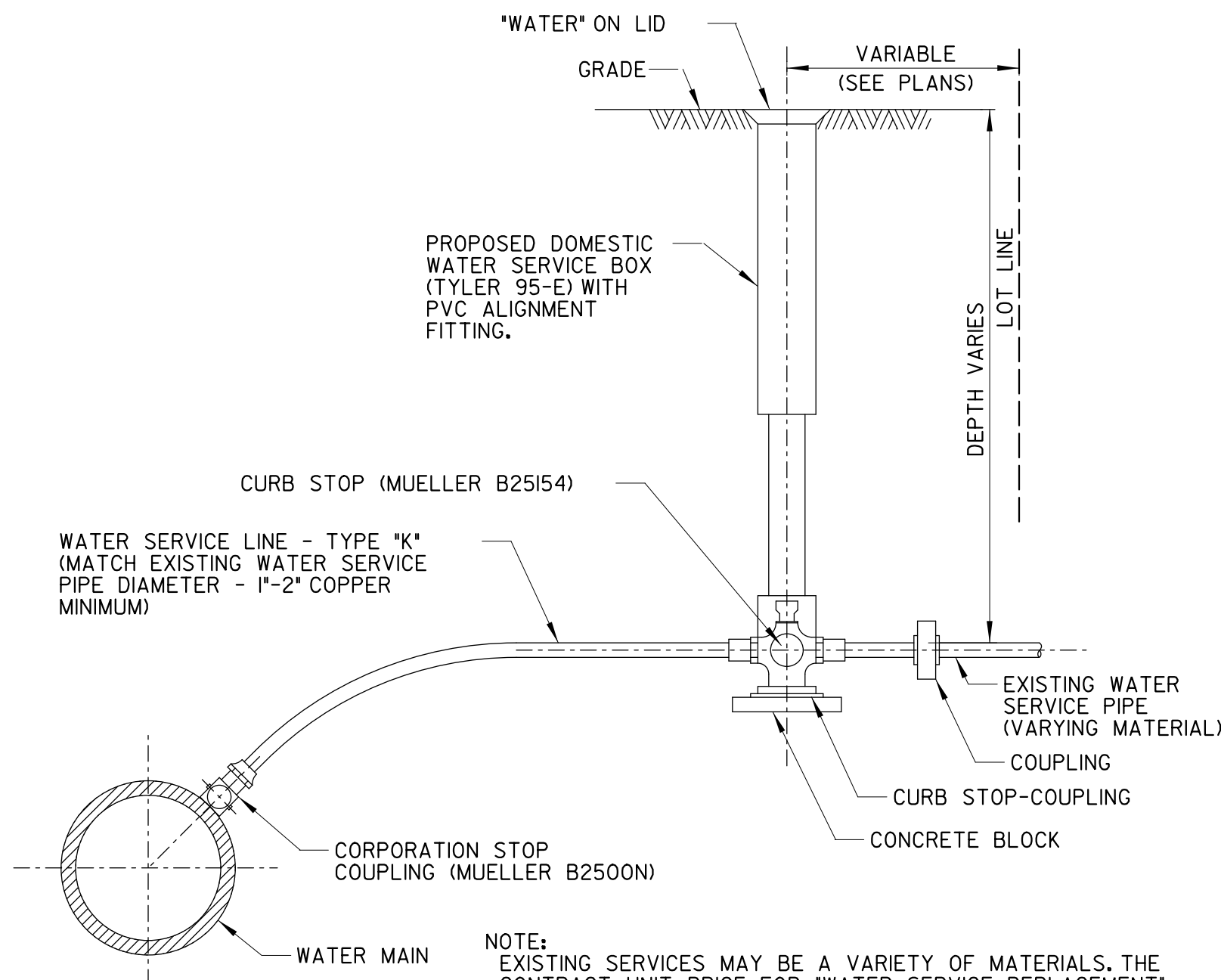
NOTES:  
1. AFTER THE EXISTING WATER MAIN OR SERVICE IS CUT AT THE NOTED LOCATION, CONTRACTOR SHALL DETERMINE THE DISTANCE TO THE NEXT JOINT WITH A FEELER ROD. IF THE DISTANCE IS SIX (6) FEET OR MORE, THAN COMPLETE THE CONNECTION IF THAT DISTANCE IS LESS THAN SIX (6) FEET, EXTEND THE NEW PIPE AND CONNECT.  
2. AFTER THE NEW WATER MAIN IS APPROVED, CUT, CAP AND BRACE THE EXISTING MAIN SERVICE. REMOVE TEMPORARY PLUG AND CONNECT MAIN SERVICE TO THE VALVE. SWAB THE NEW PIPE WITH 1% THY CHLORINE SOLUTION DURING THE INSTALLATION.  
3. MEGALUGS TO BE USED WITH ALL M.J. FITTINGS.

**WATER MAIN/SERVICE INSTALLATION AND RECONNECTION**  
N.T.S.



SIZE OF PIPE	TAPPING TEES, SLEEVES AND PLUGS					90° BENDS					45° BENDS OR LESS				
	HI	H	V	D	C. FT.	HI	H	V	D	C. FT.	HI	H	V	D	C. FT.
12"	54"	30"	24"	24"	13.40	54"	32"	36"	36"	18.15	42"	18"	24"	24"	9.60
8"	36"	18"	18"	18"	5.05	39"	18"	24"	18"	7.50	30"	11"	18"	18"	3.95
6"	24"	16"	18"	18"	3.50	30"	16"	18"	18"	4.05	24"	10"	16"	18"	3.20
4"	20"	13"	15"	15"	2.15	24"	12"	13"	13"	1.75	20"	8"	12"	12"	1.20

**WATER MAIN THRUST BLOCKING – TABLE A**  
NOTE: N.T.S.  
THRUST BLOCKING TO BE INSTALLED AT ALL HORIZONTAL AND VERTICAL BENDS, CAPS, VALVES, HYDRANTS AND AT LOCATIONS DIRECTED BY ENGINEER. THRUST BLOCK TO BE READY MIXED PORTLAND CEMENT CONCRETE, PLACED BETWEEN SOLID GROUND AND FITTING, AND SHALL BE ANCHORED IN SUCH A MANNER THAT PIPE AND FITTING WILL BE ACCESSABLE FOR REPAIR. ALL ENDS OD 1/4" OR MORE. ALL TEES AND ALL PLUGS SHALL BE PROTECTED AS SHOWN. WHERE CONDITIONS PREVENT THE USE OF CONCRETE THRUST BLOCKS, RESTRAINED JOINTS OF A TYPE APPROVED BY THE ENGINEER MAY BE USED.



NOTE:  
EXISTING SERVICES MAY BE A VARIETY OF MATERIALS. THE CONTRACT UNIT PRICE FOR "WATER SERVICE REPLACEMENT" SHALL INCLUDE ALL FITTINGS, LABOR, MATERIAL AND EQUIPMENT NECESSARY TO CONNECT EXISTING SERVICES TO THE PROPOSED WATER MAIN. SEE SPECIAL PROVISIONS. CONTRACTOR TO VERIFY EXACT LOCATION AND NUMBER OF SERVICE CONNECTIONS. LOCATION INDICATED ON THE PLANS MAY BE APPROXIMATE.

**TYPICAL WATER SERVICE CONNECTION**  
N.T.S.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

DSGN.	MLM	
DWN.	MLM	DJS
CHKD.	JFA	
SCALE:	NTS	
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CAD USER:	dschroeder	
MODEL:	Default	
NO.	DATE	NATURE OF REVISION
FILE	NAME	N:\FORESTPARK\0023\BG094\Civil\DET01_BG94.sht

TITLE:

**CONSTRUCTION DETAILS  
2020 WATERMAIN AND RESURFACING**

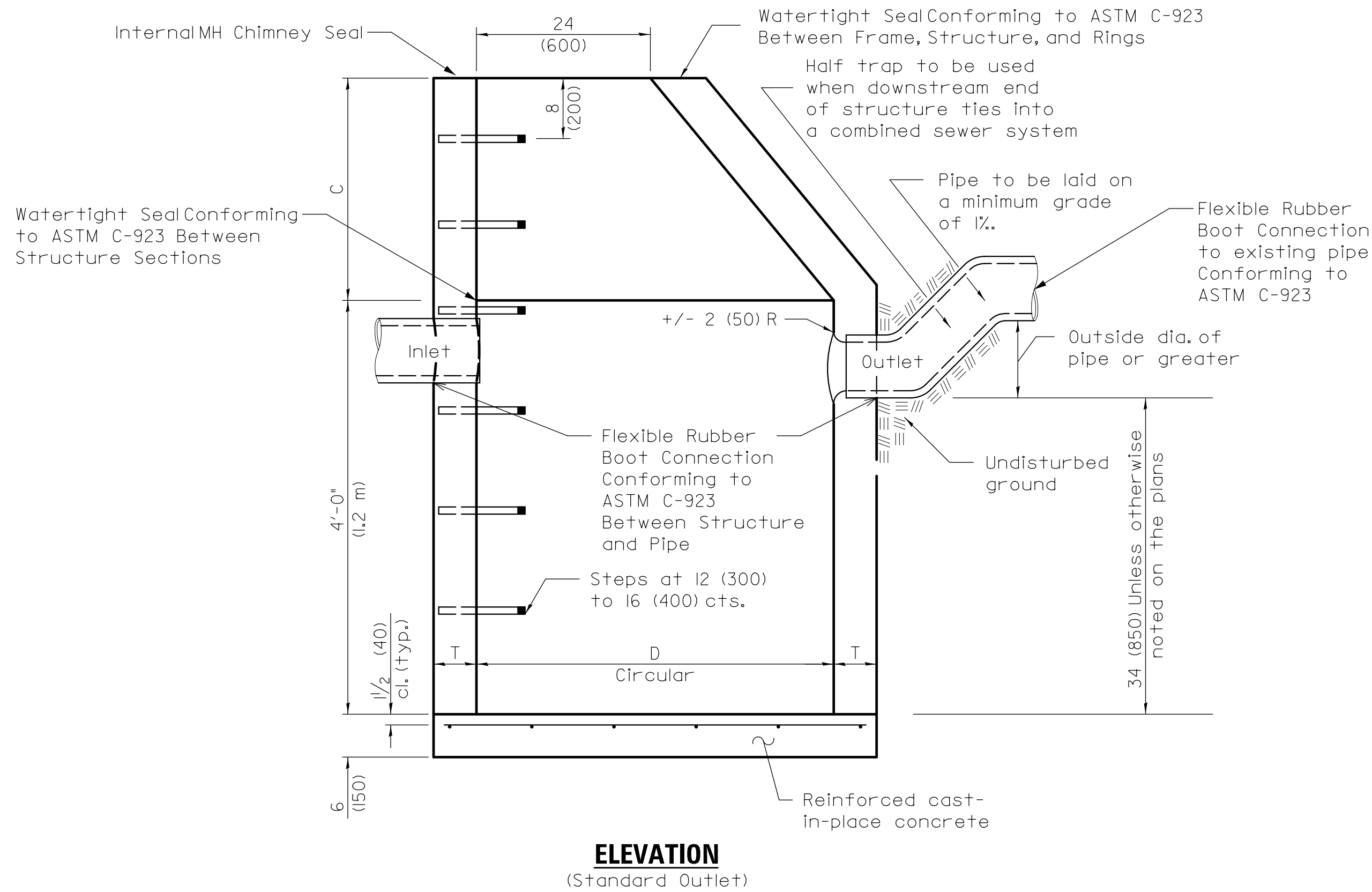
PROJ. NO. 0023-BG094

DATE: 2/26/2021

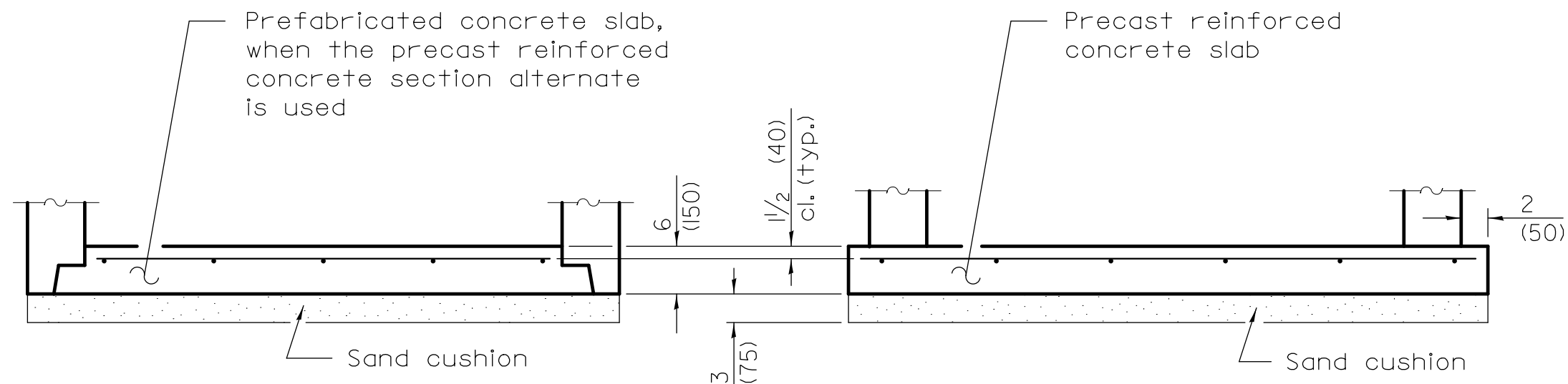
SHEET 15 OF 19

DRAWING NO.

DET1



**ELEVATION**  
(Standard Outlet)



**ALTERNATE BOTTOM SLAB**

**GENERAL NOTES**

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

See Standard 60260 for optional precast reinforced concrete flat slab top.

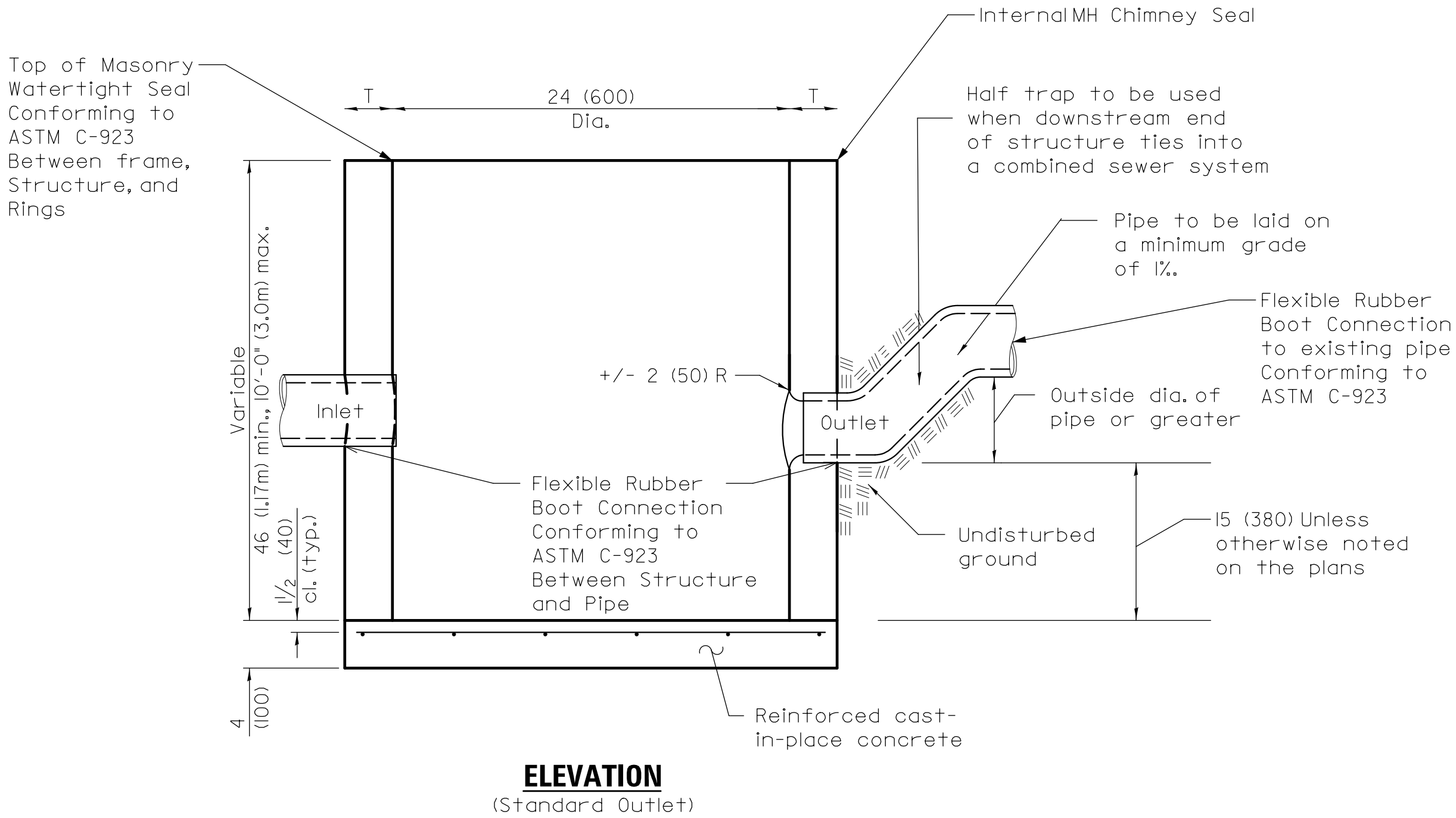
See Standard 60270 for details of steps.

All dimensions are in inches (millimeters) unless otherwise shown.

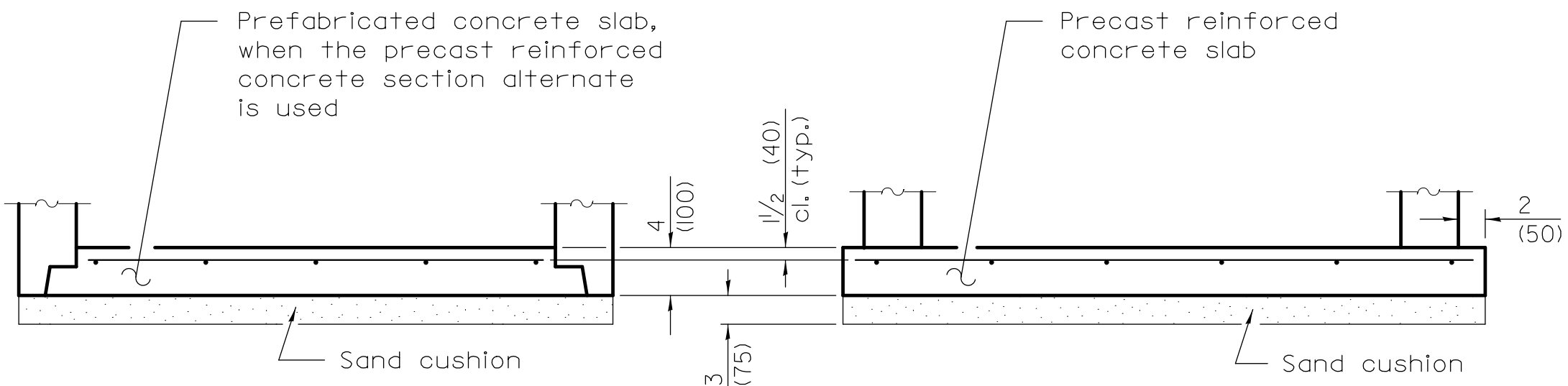
ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
Precast Reinforced Concrete Section	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	4 (100) 5 (125)
Cast-in-place Concrete	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	6 (150) 6 (150)

\* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

**CATCH BASIN, TYPE A, SPECIAL**



**ELEVATION**  
(Standard Outlet)



**ALTERNATE BOTTOM SLAB**

**GENERAL NOTES**

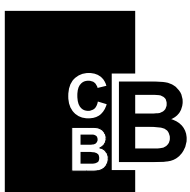
Bottom slabs shall be reinforced with a minimum of 0.27 sq. in./ft (570 sq. mm/m) in both directions with a maximum spacing of 9 (230).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

ALTERNATE MATERIALS FOR WALLS	T (min.)
Precast Reinforced Concrete Section	3 (75)
Cast-in-place Concrete	6 (150)

**CATCH BASIN, TYPE C, SPECIAL**



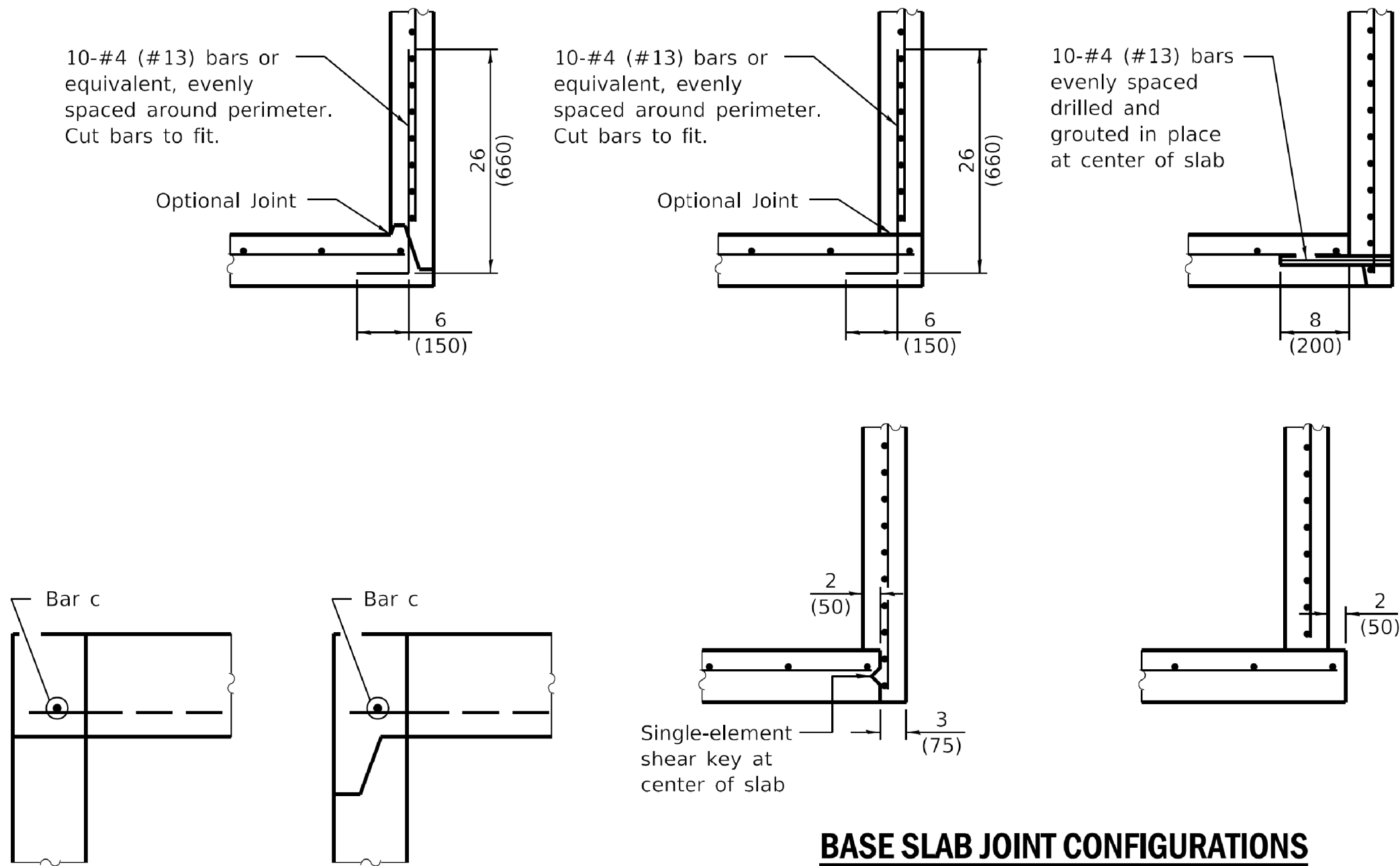
**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

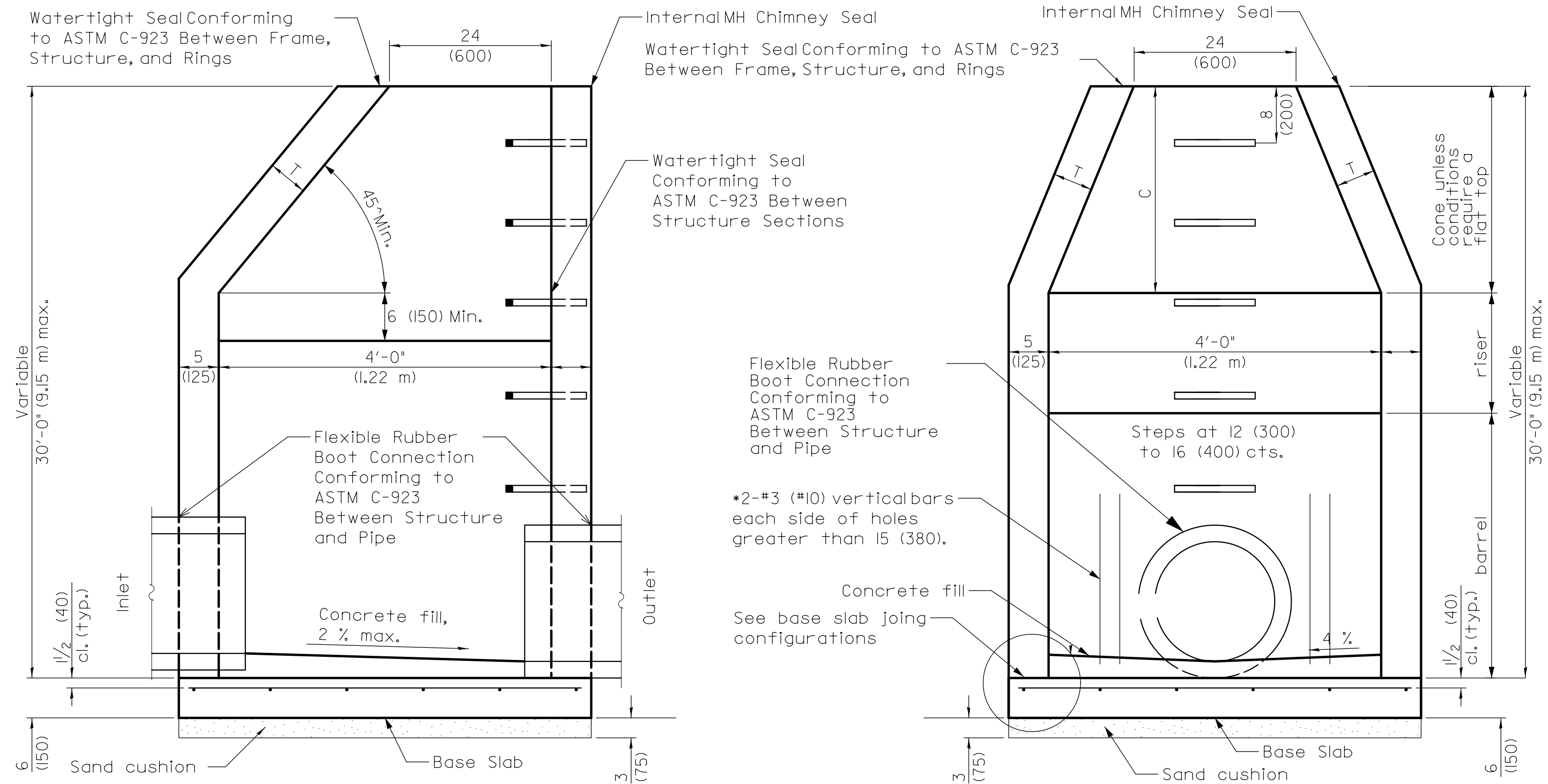
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BASE SLAB JOINT CONFIGURATIONS

FLAT SLAB TOP JOINT CONFIGURATIONS  
(Shown at access hole)

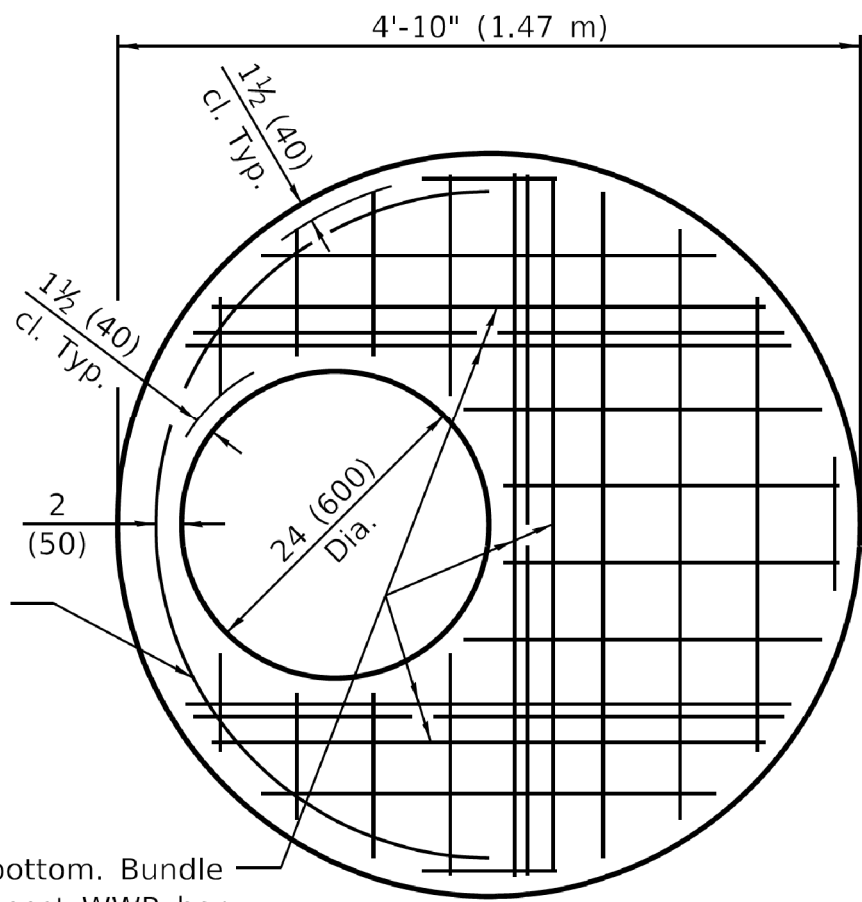


ELEVATION – ECCENTRIC

ELEVATION – CONCENTRIC

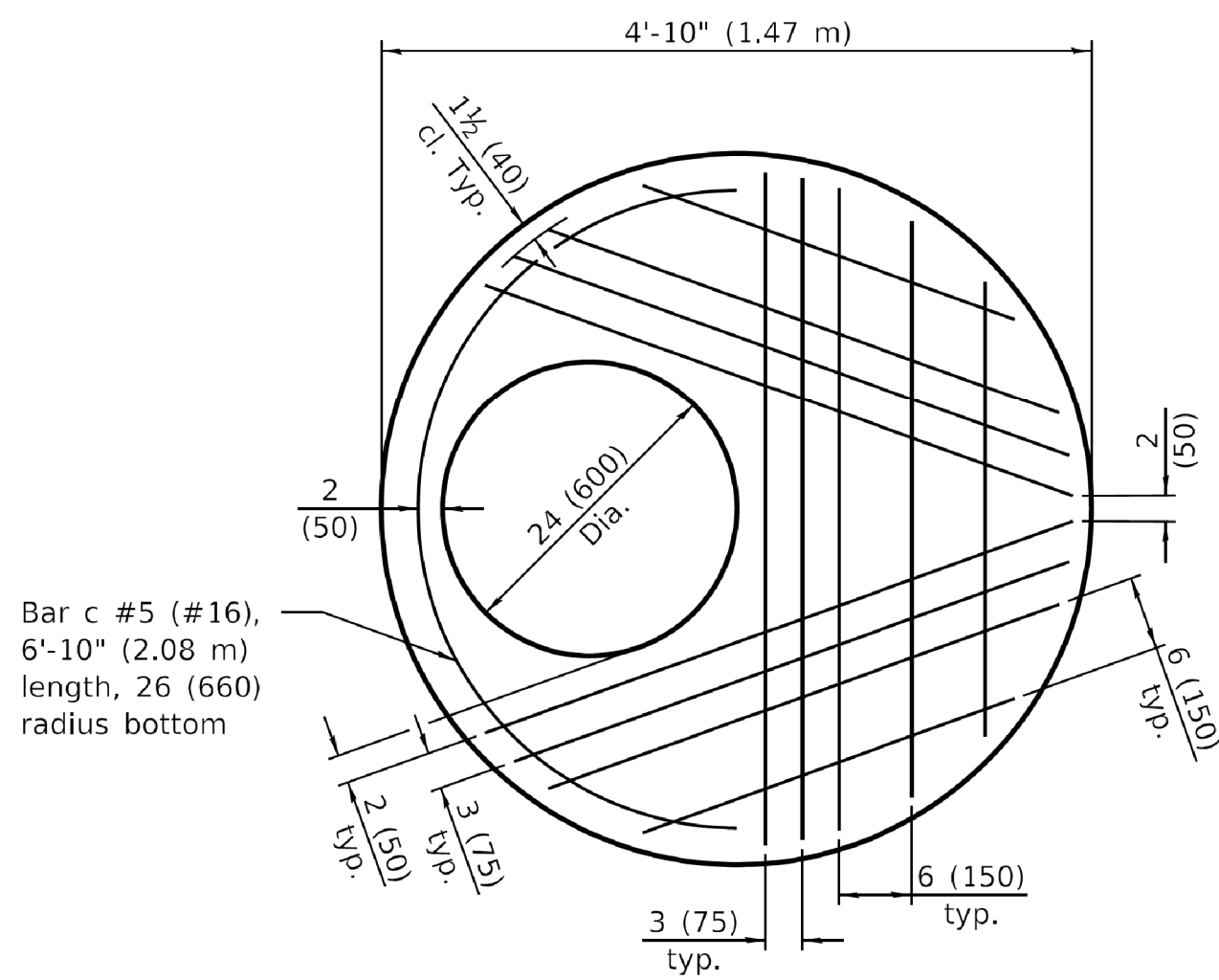
\*As an alternate, the barrel wall reinforcement may be reduced to riser wall reinforcement with #3 (#10) bars placed around the pipe penetration holes as shown. This option may be utilized when the pipe penetration holes are formed as opposed to cored.

MANHOLES, SANITARY, 4'-DIAMETER



PLAN - FLAT SLAB TOP

(Showing layout of welded wire reinforcement and c bars)



PLAN - FLAT SLAB TOP

(Showing layout of reinforcement bars and c bars)

GEOMETRIC LIMITS FOR PIPE PENETRATION HOLES

- Note 1: A minimum of 9 (230) of monolithic reinforced concrete shall be maintained above pipe penetration holes > 24 (600).
- Note 2: A minimum 12 (300) inside arc length of reinforced concrete shall be maintained between pipe penetration holes > 15 (380).
- Note 3: A maximum of 60 percent of the inside perimeter of the reinforced concrete manhole walls may be removed.
- Note 4: Horizontal joints that intersect pipe penetration holes > 15 (380) shall have one joint splice for every location around the perimeter of the joint where the inside arc length between pipe penetration holes is < 24 (600). See joint splice detail.
- Note 5: Pipe penetration holes shall be sized to include rubber boots
- Note 6: Only pipe penetration holes ≤ 15 (380) are allowed in riser sections.

FLAT SLAB TOP REINFORCEMENT

Location	WWR (each direction)		Rebar		
	A <sub>s</sub> (min.)	Spacing (max.)	A <sub>s</sub> (min.)	Spacing (max.)	Bar Size
Bottom Mat	** 0.62 sq. in./ft. (1312 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		

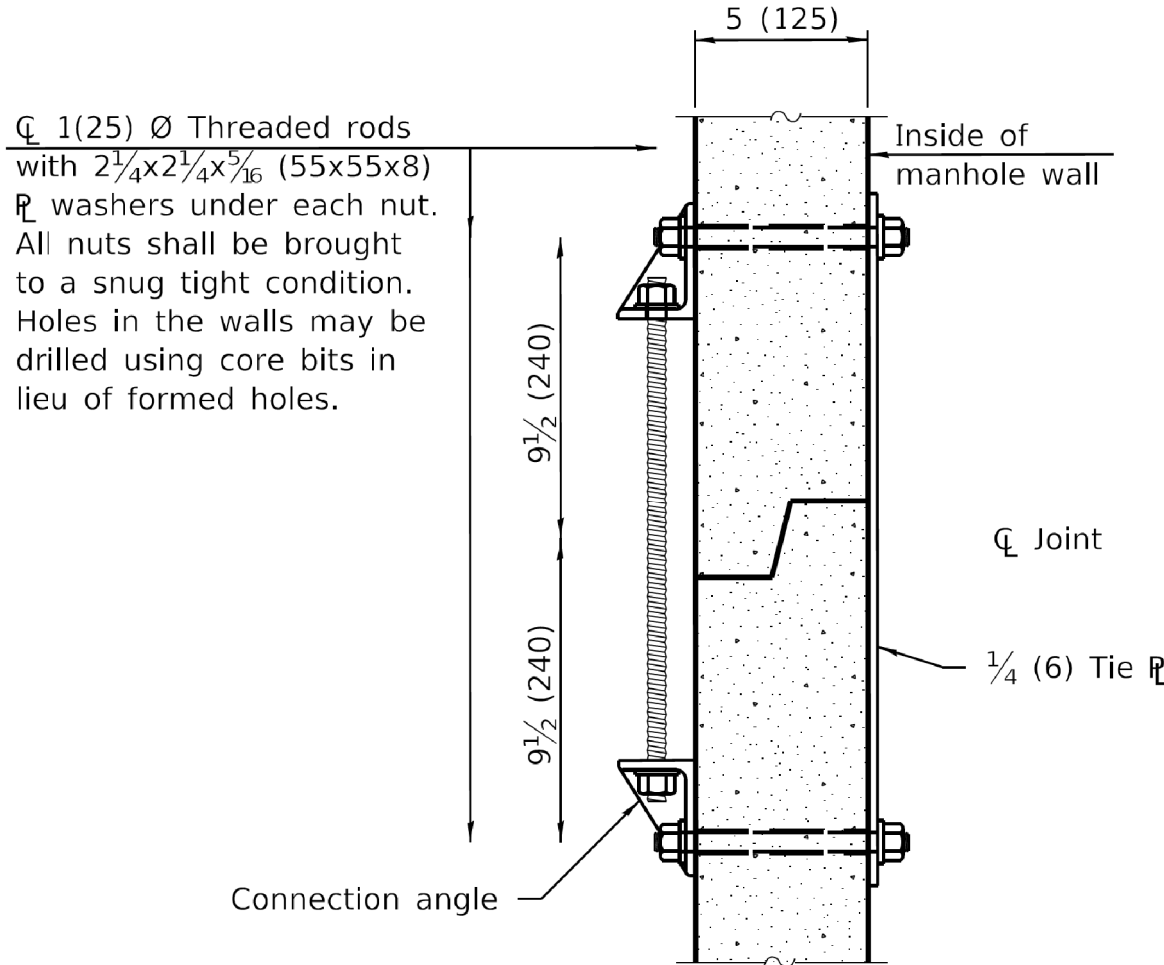
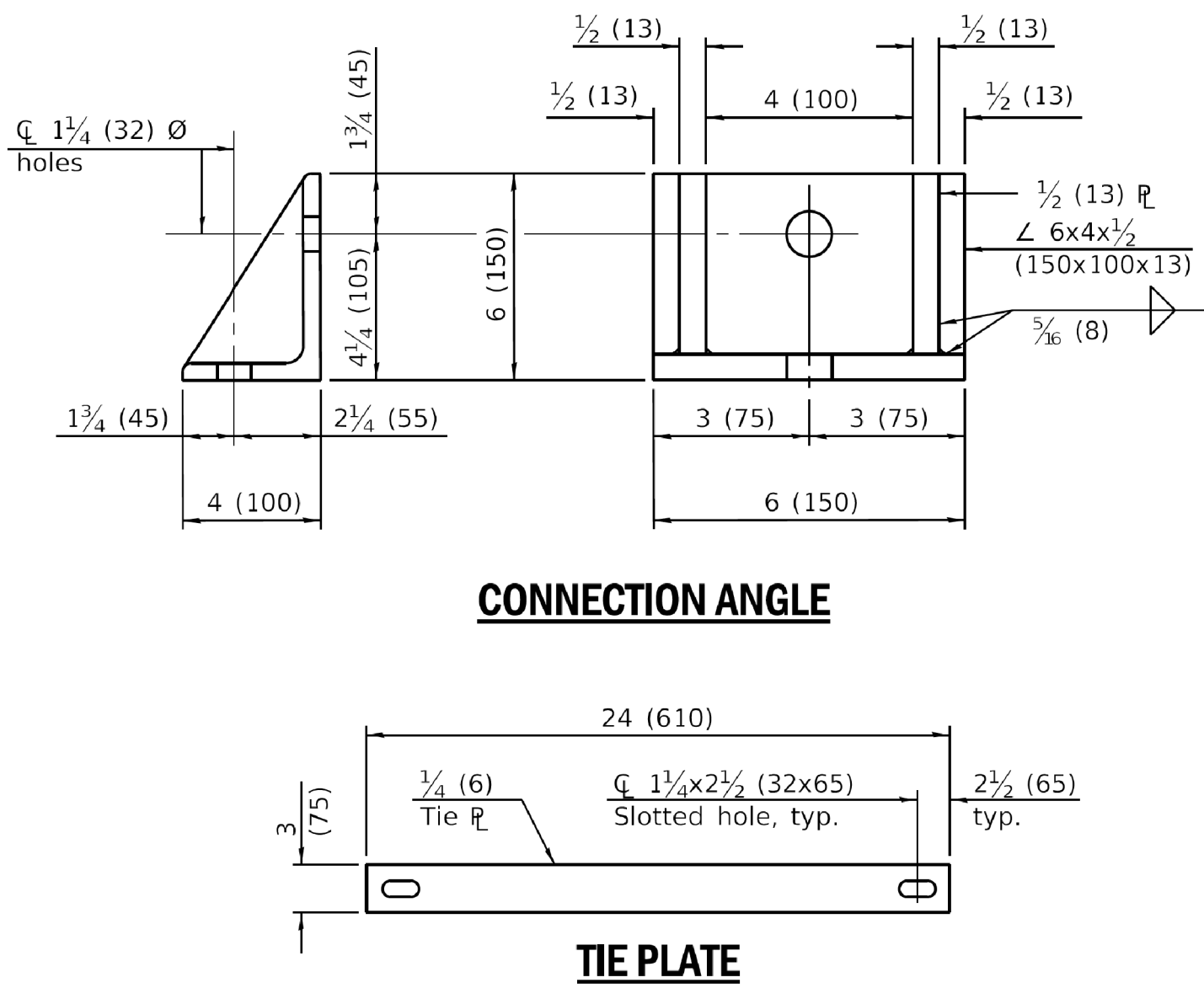
\*\* Only one layer of WWR permitted to avoid congestion.

WALL REINFORCEMENT

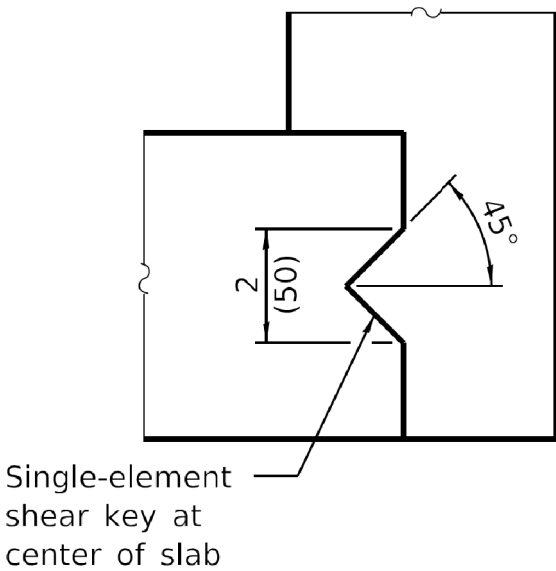
Location	Orientation	WWR or Rebar	
		A <sub>s</sub> (min.)	Spacing (max.)
Riser	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)
Barrel	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.16 sq. in./ft. (339 sq. mm/m)	4 (100)

BASE SLAB REINFORCEMENT

Location	Total Height	WWR or Rebar (each direction)	
		A <sub>s</sub> (min.)	Spacing (max.)
Top Mat	≤ 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)
	> 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)



JOINT SPLICE



SHEAR KEY GEOMETRY

(Reinforcement not shown for clarity)

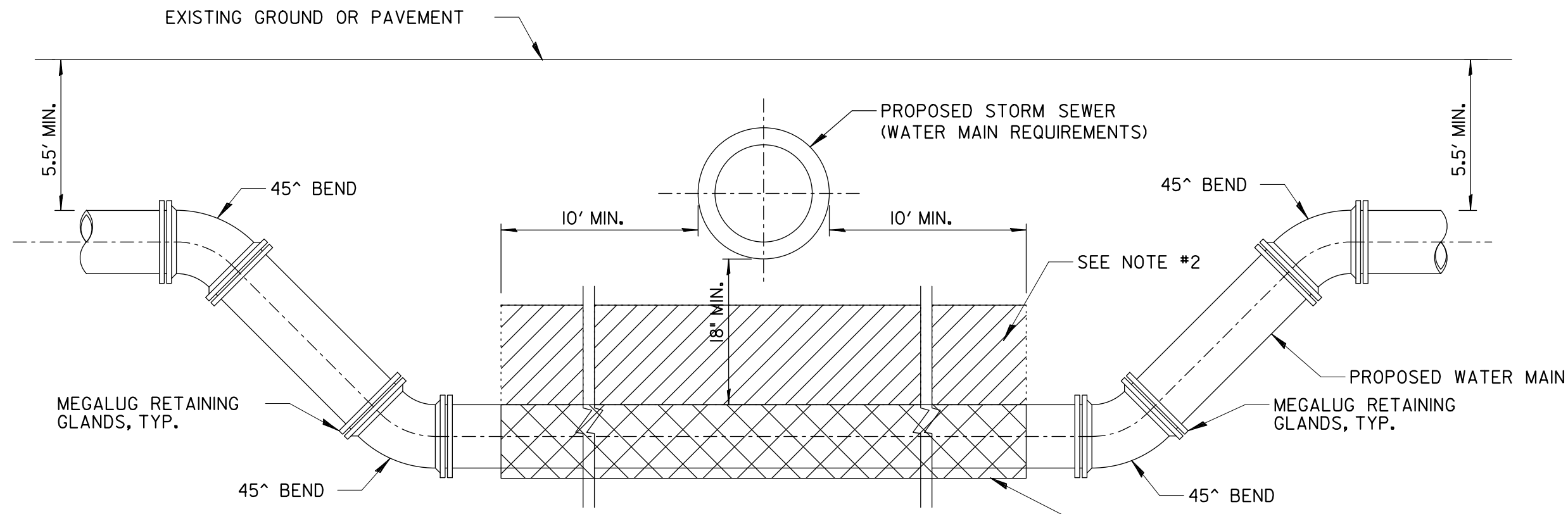
GENERAL NOTES

The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

See Standard 602701 for details of manhole steps.

All dimensions are in inches (millimeters) unless otherwise noted.

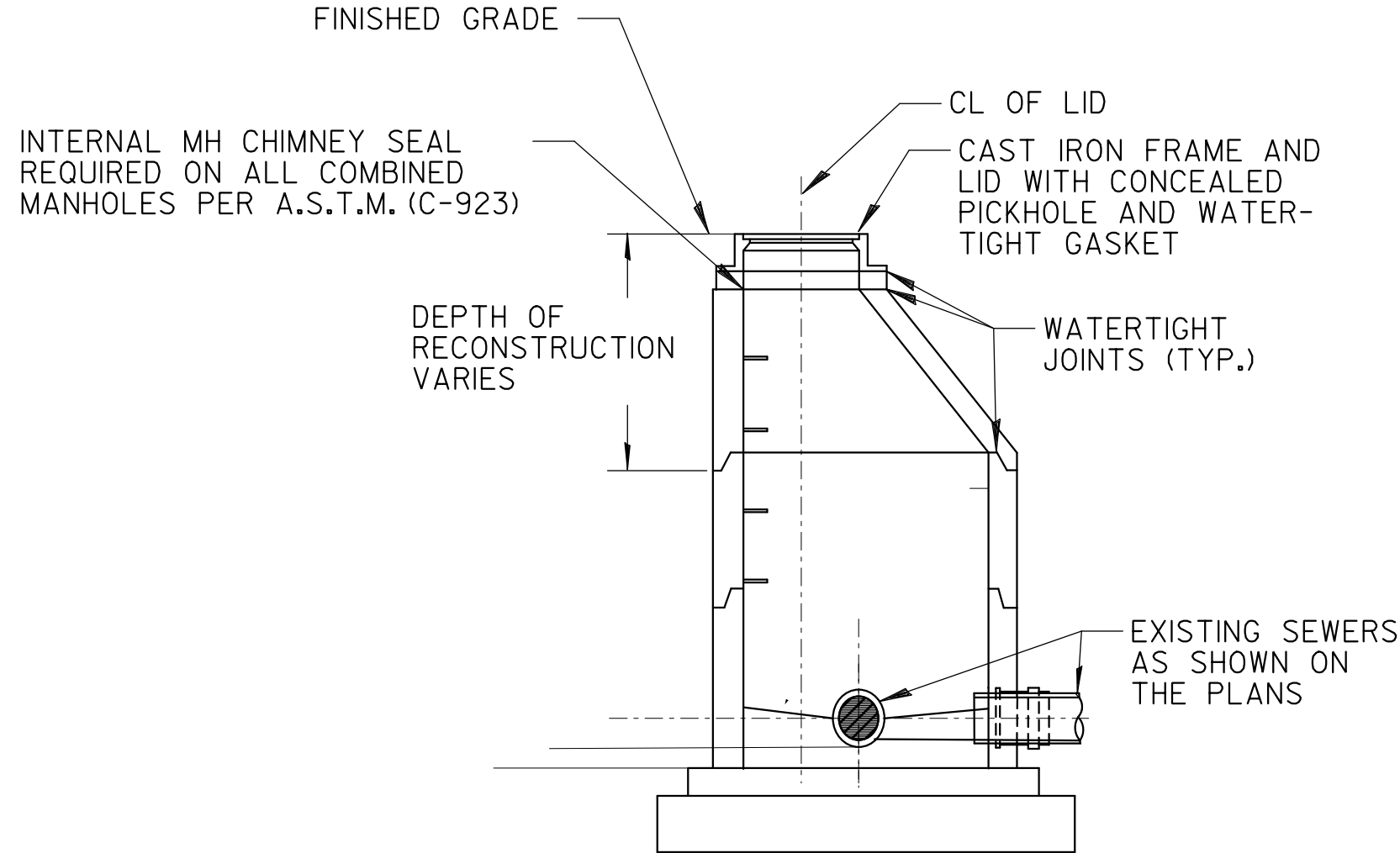


- NOTE:
1. OMIT GRANULAR CRADLE FOR PROPOSED WATER MAIN
  2. PLACE 1.0' OF CLASS IV MATERIAL OVER THE LENGTH OF THE WATER MAIN AND COMPACT TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY.
  3. PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT.

PVC C-900 CASING REQUIRED WHEN STORM SEWER IS NOT PROPOSED WATER MAIN QUALITY PIPE

### PROPOSED WATER MAIN BELOW SEWER

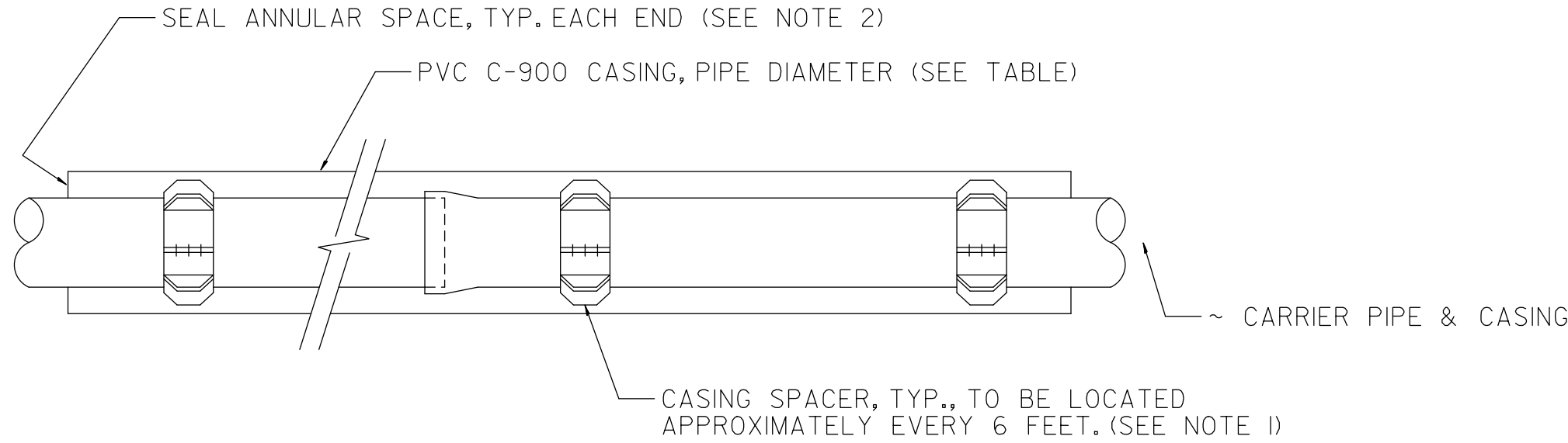
N. T. S.



### STRUCTURES TO BE RECONSTRUCTED

NOT TO SCALE

- NOTE:
1. NEW CONNECTIONS SHALL BE RESILIENT CONNECTORS CONFORMING TO ASTM C923 SHALL BE WATERTIGHT (PIPE TO MANHOLE OR CATCH BASIN AND EXISTING PIPE TO PROPOSED PIPE).
  2. PAVEMENT PATCH IS INCIDENTAL TO STRUCTURE RECONSTRUCTION

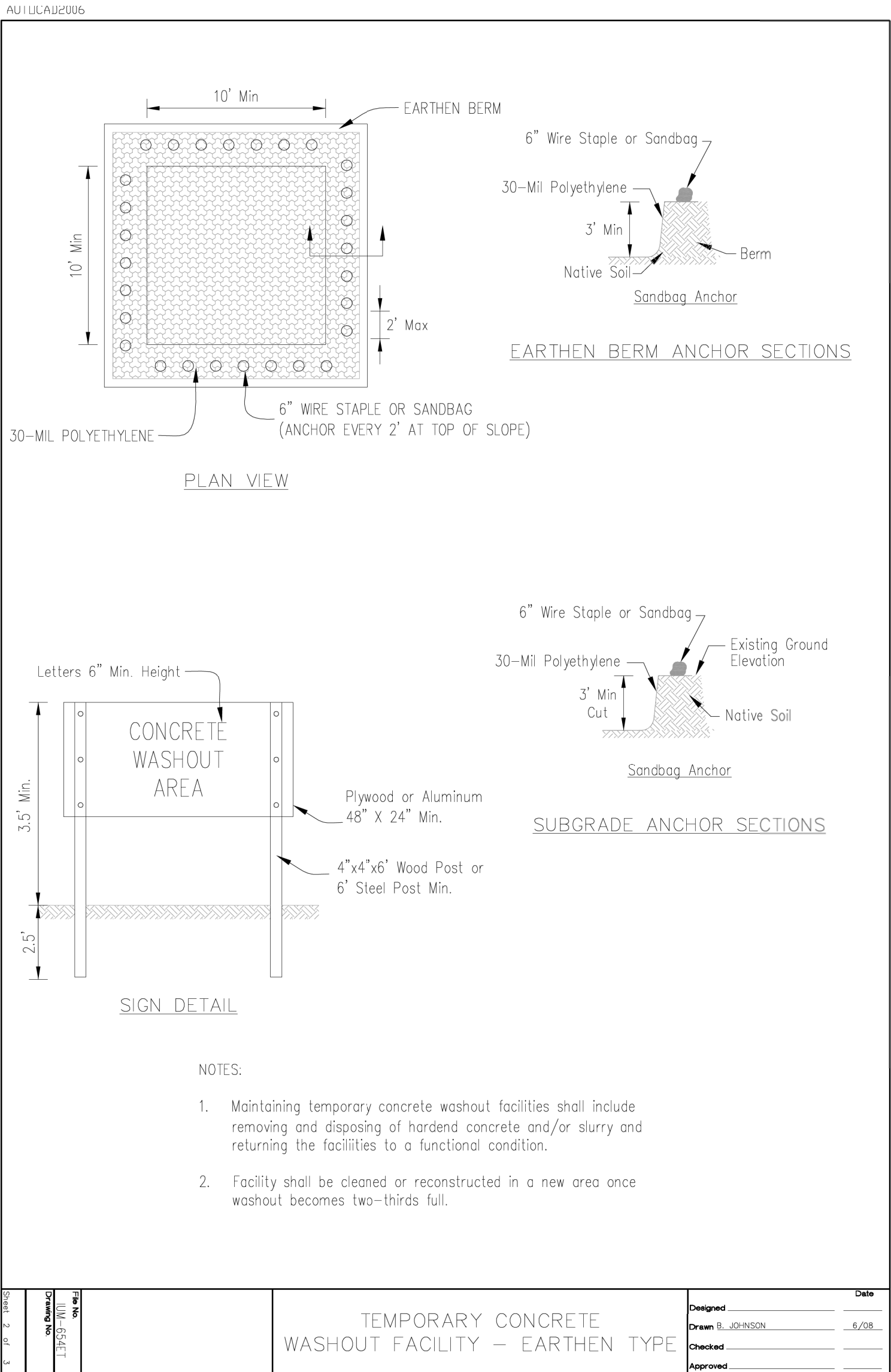
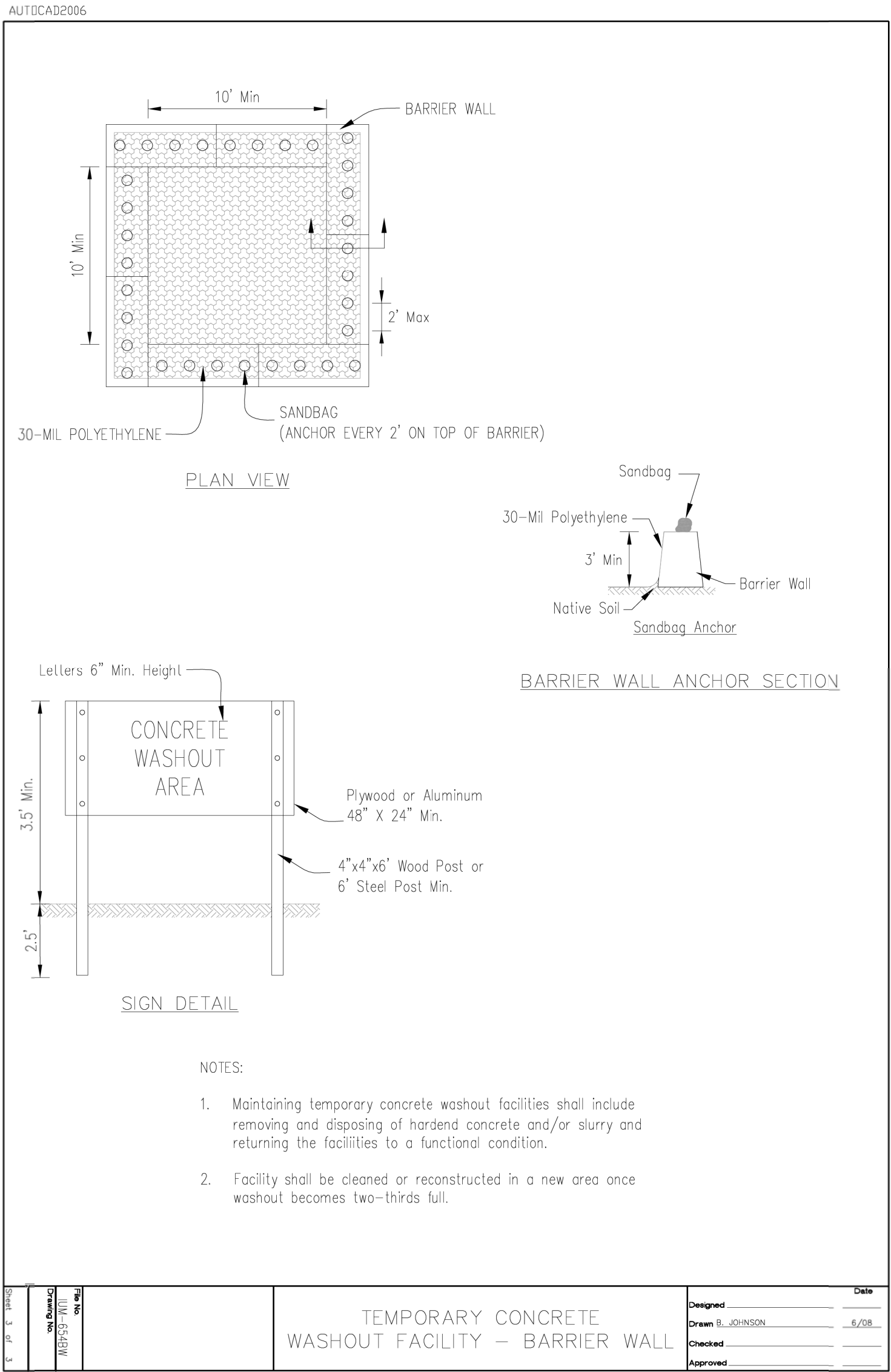


NOTES:

1. CASING SPACERS TO BE CASCADE MODEL CSS OR APPROVED EQUAL AND ATTACHED TO PIPING W/METAL STRAPPING.
2. WATERTIGHT SEAL AT ENDS OF CARRIER PIPE (THUNDERLINE CORP. LINK SEAL OR APPROVED EQUAL)
3. FOR WATERMAIN ALL PUSH JOINTS IN CASING SHALL HAVE EAGLE LOC 900 INTERNAL JOINT RESTRAINT SYSTEM (OR APPROVED EQUAL)

CARRIER PIPE DIA.	PVC C-900 CASING DIA.
6"	12"
8"	16"
10"	18"
12"	20"

### PVC CASING PIPE DETAIL



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

NO.	DATE	NATURE OF REVISION	CHKD.
FILE	NAME	N:\FORESTPARK\0023\BG094\Civil\DET04_BG94.sht	

DSGN.	MLM	
DWN.	MLM	DJS
CHKD.	JFA	
SCALE:	NTS	
PLOT DATE:	2/26/2021	
CAD USER:	dschroeder	
MODEL:	Default	

TITLE:

**CONSTRUCTION DETAILS**  
**2020 WATERMAIN AND RESURFACING**

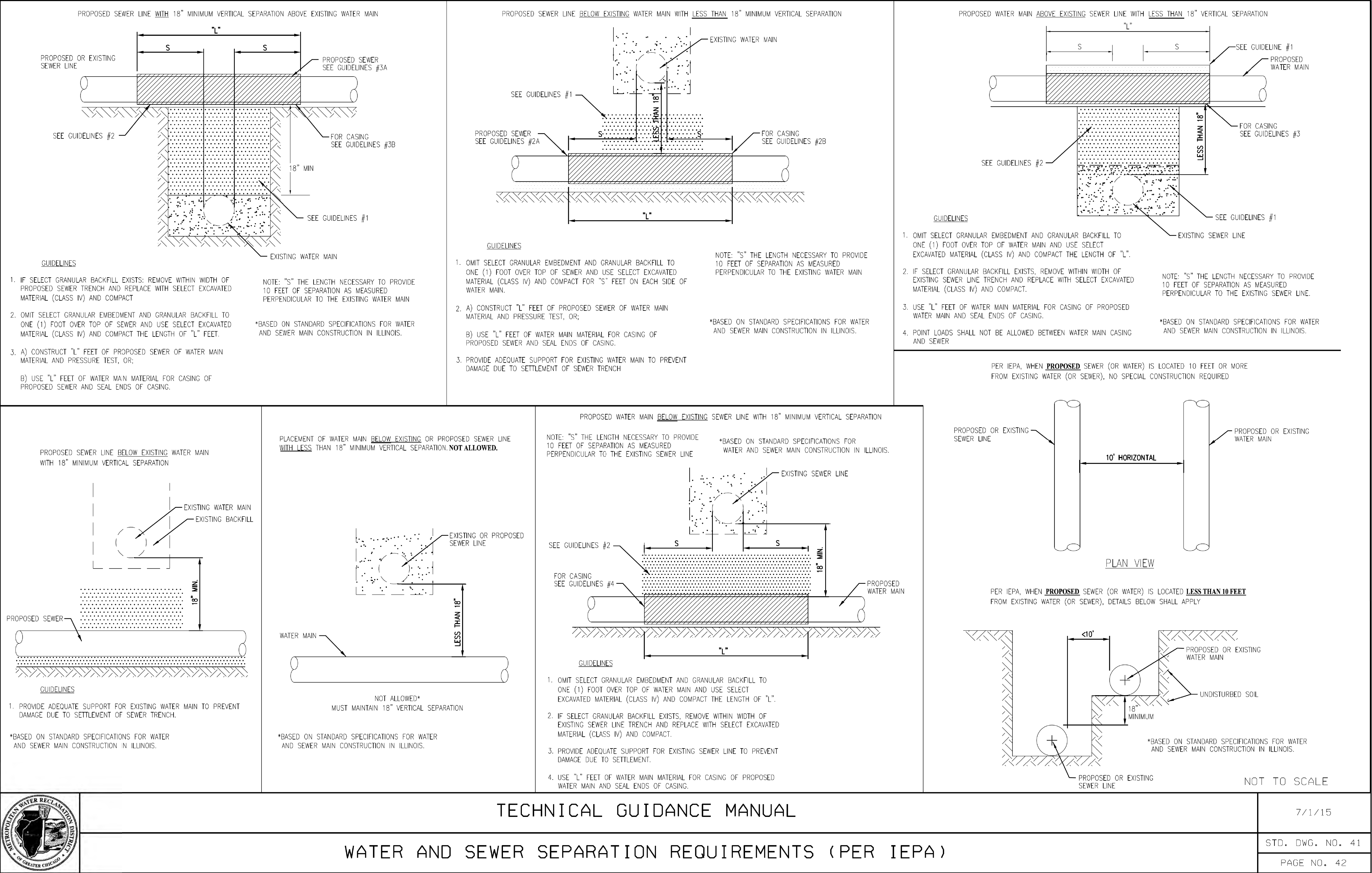
PROJ. NO. 0023-BG094

DATE: 2/26/2021

SHEET 18 OF 19

DRAWING NO.

**DET4**



# TECHNICAL GUIDANCE MANUAL

## WATER AND SEWER SEPARATION REQUIREMENTS (PER IEPA)

7/1/15

STD. DWG. NO. 41

PAGE NO. 42



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



**VILLAGE OF FOREST PARK**  
517 DES PLAINES AVENUE  
FOREST PARK, ILLINOIS 60130

						DSGN.	MLM		
						DWN.	MLM	DJS	
						CHKD.	JFA		
						SCALE:	NTS		
						PLOT DATE:	2/26/2021		
						CAD USER:	dschroeder		
						MODEL:	Default		
NO.	DATE	NATURE OF REVISION				CHKD.			
FILE NAME		N:\FORESTPARK\0023\BG094\Civil\DET05_BG94.sht							

TITLE:

**CONSTRUCTION DETAILS**  
**2020 WATERMAIN AND RESURFACING**

PROJ. NO. 0023-BG094

DATE: 2/26/2021

SHEET 19 OF 19

DRAWING NO.

**DET5**

**RESOLUTION NO. R-\_\_\_\_\_ -21**

**RESOLUTION RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN OF  
THE FIREFIGHTERS AND LIEUTENANTS OF THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") is an Illinois municipal corporation and is a member of the Illinois Public Pension Fund Association ("IPPFA"); and

WHEREAS, IPPFA has created an IRC Section 115 Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries; and

WHEREAS, the Village hereby adopts the already established IPPFA 501(c)(9) Trust; and

WHEREAS, IPPFA has created for execution a Health and Welfare Document, and the corresponding Specifications; and

WHEREAS, IPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement, hereto (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement; and

WHEREAS, the Village has firefighters and lieutenants rendering valuable services to the Village and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such firefighters and lieutenants of the Village who are subject to a collective bargaining agreement with the Village that requires inclusion in the Plan or have been designated as a covered class by the Village in order to allow such employees

to provide for their retirement security and to serve the interest of the Village in attracting and retaining competent personnel; and

WHEREAS, the corporate authorities of the Village have reviewed the Plan documents, including the investment media via prospectus, and has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Village and its employees who participate in the Plan; and

WHEREAS, the Village is empowered by the laws, rules and regulations of State of Illinois to take on its behalf the actions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Village hereby adopts the Health and Welfare Document attached hereto in substantially similar form as Exhibit A, and the corresponding Trust Agreement, attached hereto in substantially similar form as Exhibit B, and corresponding Specifications attached hereto in substantially similar form as Exhibit C, and as may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate.

Section 2. The Village hereby authorizes the execution of the the BMI DIA Administrative Service Agreement attached hereto in substantially similar form as Exhibit D, including without limitation, which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate.

Section 3. The Village hereby appoints State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.



Section 4. The Village Administrator or his designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions may assign administrative duties to carry out the Plan to the appropriate departments; is authorized to execute all necessary agreements incidental to the administration of the Plan; and is authorized to execute a Side Letter Agreement with the firefighters and lieutenants to amend the collective bargaining agreement and appendices to reflect the modifications set forth in this Resolution.

Section 5. This Resolution shall be in full force and effect upon its adoption.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 22<sup>nd</sup> day of March, 2021.

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

NAYS: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Rory E. Hoskins, Mayor

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**Exhibit A**  
**Health and Welfare Document**

WELFARE BENEFIT PLAN  
RETIREE HEALTHCARE FUNDING PLAN  
(RHFP)

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Village of Forest Park

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

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**VILLAGE OF FOREST PARK**  
**RETIREE HEALTHCARE FUNDING PLAN (RHFP)**  
**WELFARE BENEFIT PLAN**

The Employer/Sponsoring Entity identified in the Retiree Healthcare Funding Plan Specifications (“Employer/Sponsoring Entity”) hereby adopts and establishes a welfare benefit plan (herein referred to as the “Plan”) for the benefit of its Eligible Employees, their eligible Dependents and Beneficiaries by completion of the RHFP® Plan Specifications.

BABBITT MUNICIPALITIES INC. (“BMI”), an Illinois limited liability company, reserves all rights with respect to this Welfare Benefit Plan document, the RHFP® Plan Trust Agreement (the “Trust”) and the Plan Specifications associated with it.

BMI and the Employer/Sponsoring Entity intend that this Plan and the Trust attached hereto, and by reference incorporated herein, constitute an “employee welfare benefit plan” under Title I, section 3(1), of the Employee Retirement Income Security Act of 1974 as amended (“ERISA”) and an arrangement governed by section 115 of the Internal Revenue Code of 1986, as amended.

**ARTICLE 1**  
**DEFINITIONS**

- 1.1 “Account Balance” means the aggregate value of the Participant’s Employer/Sponsoring Entity Contribution Account and Accrued Leave Contribution Account.
- 1.2 “Accrued Leave Contribution” or “Employer/Sponsoring Entity Accrued Leave Contribution” means a contribution to the Participant’s account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.
- 1.3 “Accrued Leave Contribution Account” means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Accrued Leave Contributions.
- 1.4 “Administrator” or “Plan Administrator” means the individual, entity or group designated by the Employer/Sponsoring Entity in the Plan Specifications pursuant to Section 2.2 hereof to administer the Plan on behalf of the Employer/Sponsoring Entity and the Participants.
- 1.5 “Adopting Employer/Sponsoring Entity” means a corporation or other organization other than the Employer/Sponsoring Entity which adopts this Plan by executing an Plan Specifications setting forth its terms of adoption pursuant to Article 11 hereof.

- 1.6 “Adoption Date” means the date as of which the Employer/Sponsoring Entity adopts this Plan as set forth in the Plan Specifications.
- 1.7 “Allocation Date” means the date as of which Employer/Sponsoring Entity contributions are credited to the account of Participants as elected in the Plan Specifications.
- 1.8 “Anniversary Date” means the last day of each Plan Year.
- 1.9 “Authorized Leave of Absence” means a temporary cessation of active employment with the Employer/Sponsoring Entity pursuant to an established policy, whether occasioned by illness, military service, maternity or paternity leave, or any other reason. An Authorized Leave of Absence shall not be considered a termination of employment.
- 1.10 “Beneficiary” or “Beneficiaries” means the person or persons designated by the Participant pursuant to Section 8.4 to receive benefits payable from the Plan (or directly from insurance Policies purchased by the Plan) in the event of the Participant’s death.
- 1.11 “BMI” means BABBITT MUNICIPALITIES INC. and any successor that shall maintain this Plan document.
- 1.12 “Break in Service” means a 12-consecutive month period set forth in the Plan Specifications during which an Employee fails to complete more than 500 Hours of Service.
- 1.13 “Code” means the Internal Revenue Code of 1986, as amended or replaced from time to time.
- 1.14 “Collective Bargaining Agreement” means a bona fide agreement between the Employer/Sponsoring Entity and Employee representatives provided that health and welfare benefits were the subject of good faith bargaining between such Employee representatives and the Employer/Sponsoring Entity. The term “Employee representatives” does not include an organization more than half of whose members are owners, officers or executives of the Employer/Sponsoring Entity.
- 1.15 “Compensation” with respect to a Participant means the total wages or salary, overtime, commissions, bonuses, and any other taxable remuneration earned while a Participant from the Employer/Sponsoring Entity and actually paid (determined as elected in the Plan Specifications) during the 12-month period elected in the Plan Specifications, and shall exclude amounts realized from the exercise of non-qualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under qualified stock options, when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture and may not exceed the compensation limit contained in Code section 505(b)(7). The Employer/Sponsoring Entity may elect in the Plan Specifications to exclude as Compensation any amount which is contributed by the Employer/Sponsoring Entity pursuant to a salary reduction agreement and which is not includible in the gross income of an employee under Code sections 125, 402(e)(3), 402(h), or 403(b). The Employer/Sponsoring Entity may also elect in the Plan

Specifications to eliminate categories of Compensation which do not result in discrimination in favor of Highly-Compensated Employees, including:

- (a) Amounts paid in commissions, bonuses or overtime compensation;
  - (b) Contributions under a salary reduction agreement to a cash or deferred plan under Code section 401(k), or to a simplified employee pension plan under Code section 408(k).
  - (c) Compensation in excess of a maximum amount specified.
- 1.16 “Covered Group” means those Employees whom the Employer/Sponsoring Entity has elected to cover under this Plan in the Plan Specifications.
- 1.17 “Dependent” means, with respect to any Participant:
- (a) The Participant’s spouse;
  - (b) A child of the Participant or the Participant’s spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a “dependent” of the Participant within the meaning of section 152 of the Code;
  - (c) Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of section 152(a) of the Code.
- 1.18 “Disability” means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.
- 1.19 “Discretionary Contribution” or “Employer/Sponsoring Entity Discretionary Contribution” means a contribution to the Participant’s account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.
- 1.20 “Early Retirement Date” means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, which is the earliest date on which a Participant may retire and receive post-retirement benefits under the Plan.

- 1.21 “Earned” means that portion of a Participant’s Employer/Sponsoring Entity Contribution Account to which the Participant has become entitled by virtue of his or her age and Years of Service (or Years of Participation) in accordance with the Earned benefit schedule set forth in the Plan Specifications.
- 1.22 “Effective Date” means the date on which this Plan initially is effective, as set forth in the Plan Specifications.
- 1.23 “Eligible Employee” means an Employee who has satisfied the eligibility requirements set forth in the Plan Specifications.
- 1.24 “Employee” means any person employed by the Employer/Sponsoring Entity who receives compensation for personal services to the Employer/Sponsoring Entity that is subject to withholding for federal income tax purposes. The term “Employee” does not include an independent contractor or leased employee or any individual who is classified by the Employer/Sponsoring Entity other than as an Employee even if it is later determined that the classification is incorrect.
- 1.25 “Employer/Sponsoring Entity” means a corporation or other organization that adopts this Plan by executing an Plan Specifications setting forth its terms of adoption and any predecessor or successor thereto. Where appropriate, Employer/Sponsoring Entity shall also mean any Adopting Employer/Sponsoring Entity, including any organization that must be aggregated with the Employer/Sponsoring Entity under Code Sections 414(b)(c) or (m).
- 1.26 “Employer/Sponsoring Entity Contribution Account” means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Discretionary Contributions.
- 1.27 “Entry Date” means the date on which an Employee commences participation in the Plan as elected by the Employer/Sponsoring Entity in the Plan Specifications. After an Employee’s Entry Date, such Employee shall be considered to be a Participant in the Plan.
- 1.28 “ERISA” means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.
- 1.29 “Fiduciary” means any person who: (i) exercises any discretionary authority or control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan or has any authority or responsibility to do so, or (iii) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer/Sponsoring Entity and the Administrator.
- 1.30 “Fund” or “Trust Fund” means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

- 1.31 “Highly Compensated Employee” means any Employee who (i) was a five percent (5%) owner (as described in Code section 416(i)(1)) of an Adopting Employer/Sponsoring Entity at any time during the determination year or the preceding year, or (ii) who, for the preceding year received Compensation from the Adopting Employer/Sponsoring Entity (or from all entities required to be aggregated with the Adopting Employer/Sponsoring Entity pursuant to sections 414(b), (c) or (m) of the Code) in excess of \$80,000 [as adjusted pursuant to Code section 415(d)], and was in the “top-paid group of employees” (as described in Code section 414(q) for such preceding year.
- 1.32 “Highly Compensated Individual”, for purposes of testing whether the Plan meets the requirements of Code section 105(h) means an individual who is--
- (a) One of the five (5) highest paid officers,
  - (b) A shareholder who owns (with the application of Code section 318) more than ten percent (10%) in value of the stock of the Employer/Sponsoring Entity; or
  - (c) Among the highest paid twenty-five percent (25%) of all Employees (other than employees described in section 105(h)(3)(B) who are not participants in this Plan or in any self-insured medical or in a health maintenance organization plan maintained by the Employer/Sponsoring Entity).

The status of an Employee as an officer or stockholder is determined with respect to a particular benefit on the basis of the Employee’s officer status or stock ownership at the time during the Plan Year at which the benefit is provided. In calculating the highest paid twenty-five percent (25%) of all Employees, the number of Employees included will be rounded to the next highest number. The level of an Employee’s compensation is determined on the basis of the Employee’s compensation for the Plan Year. For purposes of the preceding sentence, fiscal year plans may determine Employee compensation on the basis of the calendar year ending within the Plan Year.

- 1.33 “Hour of Service” means (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer/Sponsoring Entity, and (ii) each hour (up to a maximum of 501 hours) for which an Employee is paid, or entitled to payment, by the Employer/Sponsoring Entity on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Authorized Leave of Absence. Hours of Service shall be determined on the basis elected in the Plan Specifications.

Hours of Service shall be credited for employment with the Employer/Sponsoring Entity and with any Adopting Employer/Sponsoring Entity or other entity required to be aggregated with the Employer/Sponsoring Entity pursuant to Code section 414(o) and the Regulations thereunder. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan under Code section 414(n) or Code section 414(o) and the Regulations thereunder.

Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.12, for purposes of participation and earning of benefits has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than 501 hours will be credited under this paragraph.

- 1.34 “Investment Manager” means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (i) who has the power to manage, acquire, or dispose of Plan assets, and (ii) who acknowledges in writing his Fiduciary responsibility to the Plan.
- 1.35 “Key Employee” means any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer/Sponsoring Entity if such individual’s annual Compensation exceeds 50% of the dollar limitation under Code section 415(b)(1)(A) (the defined benefit maximum annual benefit), an owner (or considered an owner under Code section 318) of one of the ten largest interests in the Employer/Sponsoring Entity if such individual’s Compensation exceeds 100% of the dollar limitation under Code section 415(c)(1)(A), a 5% owner of the Employer/Sponsoring Entity, or a 1% owner of the Employer/Sponsoring Entity who has an annual Compensation of more than the amount set forth in Code section 415(d) (as adjusted by the Secretary of the Treasury). For purposes of determining who is a Key Employee, annual Compensation means Compensation determined under Code section 415, but including amounts deferred to a cash or deferred plan under code section 401(k), a simplified employee pension plan under Code section 408(k), a cafeteria plan under Code section 125 or a tax-deferred annuity under Code section 403(b). The determination period is the Plan Year containing the Determination Date. The determination of who is Key Employee will be made in accordance with Code section 416(i)(1) and the Regulations thereunder.
- 1.36 “Leased Employee” means any person (other than an Employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient [or for the recipient and related persons determined in accordance with Code section 414(n)(6)] on a substantially full-time basis for a period of at least one year, and such services are under the primary direction or control of the recipient Employer/Sponsoring Entity.

- 1.37 “Medical Expense” means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Code. Such expenses include physician’s and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.
- 1.38 “Normal Retirement Date” means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, at or after which a Participant may receive his or her post-retirement benefits under the Plan.
- 1.39 “Participant” means any Eligible Employee who has not for any reason become ineligible to participate in the Plan.
- 1.40 “Plan” means the welfare benefit plan adopted by the Employer/Sponsoring Entity under this Plan document, the Plan Specifications and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.
- 1.41 “Plan Specifications” means the RHFP® Plan Specifications document attached hereto and incorporated herein by reference, by which the Employer/Sponsoring Entity establishes or by which an Adopting Employer/Sponsoring Entity adopts a welfare benefit plan pursuant to the terms of this Plan for the benefit of its Eligible Employees.
- 1.42 “Plan Year” means the Plan’s accounting year of twelve (12) consecutive months designated by the Employer/Sponsoring Entity in the Plan Specifications.
- 1.43 “Policy” means an insurance or annuity policy or policies, either group or individual, issued by an insurer.
- 1.44 “Qualified Medical Child Support Order” means a signed judgment, decree or order (including approval of a settlement agreement) issued by a state court or administrative agency which requires or purports to require a Participant to provide medical or health insurance to a Dependent child.
- 1.45 “Regulation” means a section of the Income Tax Regulations promulgated by the Secretary of the Treasury or his delegate, as amended from time to time.
- 1.46 “Retirement Date” means the date as of which a Participant actually retires, whether such retirement occurs on or after the Participant’s Early Retirement Date or Normal Retirement Date. The Early Retirement Date and Normal Retirement Date are set forth in the Plan Specifications.
- 1.47 “Service” means the period of current or prior employment with the Employer/Sponsoring Entity. If the Employer/Sponsoring Entity maintains a plan of a predecessor

Employer/Sponsoring Entity, Service for the predecessor shall be treated as Service for the Employer/Sponsoring Entity.

- 1.48 “Severance” or “Severance of Employment” means the termination of a period of Service with the Employer/Sponsoring Entity, other than an Authorized Leave of Absence, for reasons other than death, disability or retirement.
- 1.49 “Severed Participant” means a Participant whose employment has been terminated for reasons other than death or retirement.
- 1.50 “Trustee” means the person or persons named or appointed as Trustee under the Trust in any separate trust forming a part of this Plan, and his, their, or its successors.
- 1.51 “Trust” means the separate trust or trusts created pursuant to this Plan, incorporated herein by reference.
- 1.52 “Valuation Date” means the last day of the Plan Year and such other date or dates selected by the Employer/Sponsoring Entity on which Participant accounts are valued in accordance with Article 5 hereof.
- 1.53 “Year of Participation” means a Year of Service during which an Employee is eligible to participate in the plan and is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. The initial computation period for determining Years of Participation shall commence on the first day of the Plan Year that includes the Participant’s Entry Date.
- 1.54 “Year of Service” means the computation period of twelve (12) consecutive months, set forth in the Plan Specifications, during which an Employee is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. Notwithstanding the foregoing, a Participant shall be credited with a Year of Service for any Plan Year in which he performs an average of thirty (30) Hours of Service per week or is credited with 1,000 Hours of Service total.

Years of Service with the Employer/Sponsoring Entity and with a predecessor Employer/Sponsoring Entity or any Adopting Employer/Sponsoring Entity shall be recognized.

Years of Service for eligibility to participate in the Plan, for allocation of Employer/Sponsoring Entity contributions and for Earning of benefits may be different, as elected in the Plan Specifications. To determine Years of Service and Breaks in Service for purposes of eligibility, the 12-consecutive month period shall commence on the date on which an Employee first performs an Hour of Service for the Employer/Sponsoring Entity and each anniversary thereof, such that the succeeding 12-consecutive month period commences with the employee’s first anniversary of employment and so on.



## ARTICLE 2

### ADMINISTRATION

#### 2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER/SPONSORING ENTITY

The Employer/Sponsoring Entity shall have the following duties, powers and responsibilities with regard to the Administration of the Plan:

- (a) To appoint and remove the Trustee and the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the benefit of the Participants, their Beneficiaries and Dependents in accordance with the terms of this Plan, the Plan Specifications, the Trust, the Code, ERISA and other applicable federal and state laws and any applicable Collective Bargaining Agreement.
- (b) To review periodically the performance of any Fiduciary or other person to whom duties have been delegated or allocated under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer/Sponsoring Entity or by a qualified person specifically designated by the Employer/Sponsoring Entity, through day-to-day conduct and evaluation, or through other appropriate ways.

#### 2.2 APPOINTMENT OF ADMINISTRATOR

The Plan Administrator or Administrator means the Employer/Sponsoring Entity or a person designated by the Employer/Sponsoring Entity in the Plan Specifications. The Plan Administrator is a named fiduciary for operation and management of the Plan and shall have the powers and duties set forth below.

#### 2.3 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan in accordance with the Code and Regulations and other applicable laws, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan, including the following:

- (a) The Administrator may establish a "funding policy and method", i.e., determine whether the Plan has a short-run need for liquidity (e.g., to pay benefits) or whether

liquidity is a long-term goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer/Sponsoring Entity or its delegate shall communicate such needs and goals to the Trustee and to the Administrator;

- (b) To appoint an Investment Manager to manage all or a designated portion of the assets of the Plan. In such event, the Trustee shall follow the written directions of the Investment Manager in investing the assets of the Plan managed by the Investment Manager;
- (c) The discretion to determine all questions relating to the eligibility of Employees to participate or continue participation hereunder and to receive benefits under the Plan;
- (d) To compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant, Dependent or Beneficiary shall be entitled hereunder;
- (e) To authorize and direct the Trustee with respect to all non-discretionary or otherwise directed disbursements from the Trust;
- (f) To maintain all necessary records for the administration of the Plan;
- (g) To determine the size and type of any Policy or Policies to be purchased from any insurer, to designate the insurer from which such policy shall be purchased, and to direct the Trustee with respect to the purchase thereof. All policies shall be issued on a uniform basis as of each Anniversary Date with respect to all Participants under similar circumstances;
- (h) To compute and certify to the Employer/Sponsoring Entity and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Trust Fund;
- (i) To consult with the Employer/Sponsoring Entity regarding the short-term and long-term liquidity needs of the Plan in order that the Employer/Sponsoring Entity can exercise any investment discretion in a manner designed to accomplish specific objectives;
- (j) To provide information to any Participant regarding his participation in and rights, benefits, or elections available under the Plan, including the administration of any claims procedures;
- (k) To communicate to Employees, Participants and their Beneficiaries a summary plan description outlining the provisions of the Plan;
- (l) To appoint the Plan's attorney, accountant, actuary custodian or any other party needed to administer the Plan or the Fund;

- (m) To direct the Trustee or custodian with respect to payments from the Fund;
- (n) To file any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;
- (o) To review and approve any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer/Sponsoring Entity under paragraph (a), and
- (p) To interpret or construe the provisions of the Plan, to resolve any question of Plan interpretation and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof. The Plan Administrator's interpretation of Plan provisions, including eligibility and benefits under the Plan, is final, and, unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review.

#### 2.4 RESIGNATION, REMOVAL AND SUCCESSION OF ADMINISTRATOR

- (a) The Administrator may resign at any time by mailing by registered or certified mail, addressed to such Employer/Sponsoring Entity at his last known address, at least ninety (90) days before the effective date thereof.
- (b) The Employer/Sponsoring Entity may remove the Administrator by mailing by registered or certified mail, addressed to such Administrator at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the Employer/Sponsoring Entity of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Administrator, the Employer/Sponsoring Entity shall, prior to the effective date thereof, appoint a successor Administrator. Upon being notified of such appointment, the Administrator shall deliver its records to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, and such delivery shall not waive any lien the Administrator may have upon the Fund for its compensation or expenses.
- (d) In the event that the Employer/Sponsoring Entity does not name a successor Administrator by the effective date of the removal or resignation of the Administrator, the Employer/Sponsoring Entity shall be deemed the successor Administrator.
- (e) The Successor Administrator, upon accepting such appointment in writing and delivering same to the Employer/Sponsoring Entity, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as the Administrator herein. Until such a successor is appointed, the remaining Administrator or Administrators shall have full authority to act under the terms of this agreement.

- (f) The Employer/Sponsoring Entity may designate a successor Administrator prior to the resignation or removal of an Administrator. In the event a successor is so designated by the Employer/Sponsoring Entity and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Administrator herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

#### 2.5 EMPLOYMENT OF AGENTS AND ADVISERS

The Administrator, in furtherance of its duties and pursuant to its powers enumerated in Section 2.3, may employ counsel, specialists, contract administrative agents and advisers, and other persons as the Administrator, in its sole discretion, deems necessary or desirable for the administration of this Plan.

#### 2.6 RECORDS AND REPORTS

The Employer/Sponsoring Entity and Administrator shall keep a record of all actions taken and shall keep all other books of accounts, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by law.

#### 2.7 INFORMATION FROM EMPLOYER/SPONSORING ENTITY

To enable the Administrator to perform his functions, the Employer/Sponsoring Entity shall supply full and timely information to the Administrator on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, Disability or Severance, and such other pertinent facts as the Administrator may require; and the Administrator shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Administrator may rely upon such information as is supplied by the Employer/Sponsoring Entity and shall have no duty or responsibility to verify such information.

#### 2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Trust Fund unless paid by the Employer/Sponsoring Entity. Such expenses shall include any expenses incident to the functioning of the Administrator or of the Trustee, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

#### 2.9 CLAIMS PROCEDURE

- (a) Claims Procedures: Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject, or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant as set forth below:

- (i) Time Periods for Notification of Adverse Benefit. If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person (now called claimant) of its denial with written or electronic notification within the time periods indicated below:
- (1) Pre-Service Claims. Pre-service claims means any claim for a benefit where the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. The Administrator shall notify the claimant of the plan's adverse benefit not later than 15 days after receipt of the claim for pre-service claims.
  - (2) Post-Service Claims. Post-service claims means any claim for a benefit that is not a pre-service claim as described above. The Administrator shall notify the claimant of the plan's adverse benefit not later than 30 days after receipt of the claim for post-service claims.
  - (3) Disability Claims. Disability claims means any claim for disability benefits as described in the plan documents. The Administrator shall notify the claimant of the plan's adverse benefit not later than 45 days after receipt of the claim for disability claims.
  - (4) Urgent Care Claims. Urgent care claims means any claim for medical care or treatment where applying the time conditions for non-urgent care could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim. The Administrator shall notify the claimant of the plan's adverse benefit not later than 72 hours after receipt of the claim for urgent care claims.
  - (5) Concurrent Care Claims. Concurrent care claims means an ongoing course of treatment to be provided over a period of time or number of treatments. The Administrator shall notify the claimant of the plan's adverse benefit at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.
- (ii) Notification Requirements. Each notice to claimant for denial of benefits will include the following:

- (1) The specific reason for the adverse determination.
  - (2) Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.
  - (3) A description of any additional information necessary for the claimant to provide and the reason for the request for such information.
  - (4) A description of the plan's review procedures.
- (b) Review Procedures:
- (i) Procedure After Notification of Denial of Claim. Within sixty (60) days after the date on which a claimant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:
    - (1) File a written request with the Administrator for a review of the denied claim.
    - (2) Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.
    - (3) Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.
    - (4) Any review of the denied claim must consider all information presented in making the determination of the claim.
- (c) Appeal Procedures:
- (i) Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. This appeal process encompasses the following:
    - (1) The appeal determination will be conducted by an appropriate named fiduciary of the plan. The named fiduciary cannot be a party previously involved with the first adverse determination.

- (2) The named fiduciary shall consult with a health care professional who has appropriate training and experience in the field that is the subject of the adverse determination. This health care profession cannot be a party previously involved with the first adverse determination.
- (3) All medical experts whose advice was obtained will be identified to the claimant (or his or her representative), whether or not the advice was relied upon in making the adverse determination.
- (4) Time Periods for Notification. Notification to the claimant of an adverse benefit determination on appeal shall be in writing and be according to the following:
  - a. Pre-service claims. The Administrator shall notify the claimant not later than 15 days after receipt of the appeal of the adverse claim for pre-service claims.
  - b. Post-service claims. The Administrator shall notify the claimant not later than 30 days after receipt of the appeal for post-service claims.
  - c. Disability claims. The Administrator shall notify the claimant not later than 45 days after receipt of the appeal for disability claims.
  - d. Urgent care claims. The Administrator shall notify the claimant not later than 72 hours after receipt of the appeal for urgent care claims. Urgent care notification may be orally communicated.
- (d) Miscellaneous Information:
  - (i) Claimant's Failure to Follow Plan's Procedures. Claimants will be notified within five days (24 hours if an urgent care claim is involved) of the filing of a claim of the failure and/or the proper procedures to be followed in filing the initial claim.
  - (ii) Civil Action. No more than two appeals of an adverse benefit determination need be filed prior to the claimant bringing a civil action.

#### 2.10 CLAIMS REVIEW PROCEDURE

Any Participant, former Participant, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.9 shall be entitled to request the Administrator to give further consideration to his claim by filing with the Administrator (on a form which may be obtained from the Administrator) a request for a review of the determination. Such request,

together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in Section 2.9. The Administrator shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

#### **2.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY**

The “Named Fiduciaries” of this Plan are: (i) the Administrator, (ii) the Trustee, (iii) the Employer/Sponsoring Entity, and (iv) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Plan and in the Trust.

Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan. No named Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

### **ARTICLE 3**

#### **ELIGIBILITY AND PARTICIPATION**

##### **3.1 CONDITIONS OF ELIGIBILITY**

An Employee who is a member of the Covered Group and has completed the age and service Eligibility Requirements set forth in the Plan Specifications shall become a Participant in this Plan. The Employer/Sponsoring Entity shall give each Participant written notice of his or her participation in the Plan, which notice may be in the form of a copy of the Summary Plan Description.

##### **3.2 PARTICIPATION**

Employees who meet the eligibility requirements in the Plan Specifications on the Effective Date of the Plan shall become Participants as of such date. If so elected in the Plan Specifications, all Employees employed on the Effective Date of the Plan shall participate as of the Effective Date, even if they have not satisfied the Plan’s specified eligibility requirements. Other Employees shall become Participants on the Entry Date coinciding with or immediately following the date on which they meet the eligibility requirements specified in the Plan Specifications provided that they are



still employed on such Entry Date. A former Participant who returns to the employ of the Employer/Sponsoring Entity shall again become a Participant upon as of the next Entry Date.

### 3.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT

In the event an Employee who is not a member of the Covered Group subsequently becomes a member of the Covered Group, such Employee shall participate immediately if he or she has satisfied the minimum age and service requirements and would have previously become a Participant had he or she been a member of the Covered Group. In the event a Participant becomes ineligible to participate because he or she is no longer a member of the Covered Group, such Employee may participate immediately upon his or her return to an eligible class of Employees. Alternatively, at the employers' discretion, the member of a Covered Group that has been promoted out of the Covered Group to a new classification that does not have a plan, that member will continue under the terms and conditions of the prior Covered Group.

### 3.4 LEASED EMPLOYEES

Any Leased Employee shall be treated as an Employee of the recipient Employer/Sponsoring Entity for purposes of discrimination testing to the extent required by law. Leased Employees shall be eligible to participate in the Plan only if so elected in the Plan Specifications. For purposes of testing for discrimination in favor of Highly-Compensated Employees, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer/Sponsoring Entity shall be treated as provided by the recipient Employer/Sponsoring Entity.

### 3.5 ENROLLMENT FORM

- (a) Each Eligible Employee shall automatically be a Participant in this Plan as of the Participant's entry date; however, in order to receive benefits hereunder, an Eligible Employee shall enroll on a form provided by the Employer/Sponsoring Entity and agree to the terms of this Plan. The enrollment form shall be filed before the Participant's Entry Date, shall be effective upon filing.
- (b) Participant may decline benefits by so indicating on the enrollment form or by failure to return the enrollment form to the Employer/Sponsoring Entity prior to the Entry Date. If the Participant declines benefits, such Participant shall be given the opportunity to elect benefits on the next Entry Date.
- (c) An Eligible Employee whose eligibility to participate hereunder is provided for under a Collective Bargaining Agreement shall participate in the Plan as provided for in the Plan Specifications. Upon ratification by the collective bargaining unit, the adoption of the Plan by the members of such unit shall be presumed to be voluntary with respect to Eligible Employee, and no additional action or application shall be required in order to participate hereunder.
- (d) Upon the acceptance of any benefits under this Plan, a Participant shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

### 3.6 ENTRY DATE

An Eligible Employee shall become a Participant as of the Entry Date set forth in the Plan Specifications. A Dependent shall participate as of the related Employee's Entry Date.

### 3.7 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee to participate in the Plan based upon information furnished by the Employer/Sponsoring Entity. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Plan and the Collective Bargaining Agreement, if applicable.

### 3.8 OMISSION OF A PARTICIPANT

If, in any Plan Year, any person who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer/Sponsoring Entity for the year has been made, the Employer/Sponsoring Entity shall make a subsequent contribution with respect to the omitted Participant in the amount which the Employer/Sponsoring Entity would have contributed with respect to him had he not been omitted, plus interest computed at the current rate to the date of such subsequent contribution. Such contribution shall be made regardless of whether it is deductible in whole or in part in any taxable year, under applicable provisions of the Internal Revenue Code by such Employer/Sponsoring Entity.

## ARTICLE 4

### CONTRIBUTIONS

#### 4.1 CONTRIBUTIONS BY EMPLOYER/SPONSORING ENTITY

If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall make periodic contributions to the Trust from time to time in cash or property acceptable to the Trustee in accordance with the formula or formulas selected in the Plan Specifications.

- (a) Discretionary Contributions. As of each Allocation Date, the Employer/Sponsoring Entity shall make a contribution to the Plan equal to the amount elected in the Plan Specifications. If no amount has been elected in the Plan Specifications, the Employer/Sponsoring Entity may make a contribution to the Plan in the amount it determines to be appropriate in its sole discretion.
- (b) Accrued Leave Contributions. If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall contribute as of the date elected in the Plan Specifications an amount calculated pursuant to the formula designated in the Plan Specifications.
- (c) Eligible Participants. Only those Participants who meet the requirements set forth in the Plan Specifications shall receive an allocation of Employer/Sponsoring Entity Contributions as of an Allocation Date.

- (d) Mistake of Fact. In the event a contribution is made due to a mistake of fact, such contribution shall be returned to the Employer/Sponsoring Entity within one year after the payment of the contribution.
- (e) Responsibility for Contributions. The Employer/Sponsoring Entity shall have sole responsibility to determine the amount of Employer/Sponsoring Entity Contributions to the Plan. Neither the Trustee nor the Administrator shall be required to determine if the Employer/Sponsoring Entity has made a contribution or if the amount contributed is in accordance with the Plan Specifications or with any law.

## ARTICLE 5

### PARTICIPANT ACCOUNTS

#### 5.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

- (a) If the Employer/Sponsoring Entity has elected Discretionary Contributions or Accrued Leave Contributions in the Plan Specifications, the Administrator shall keep an account known as the "Employer/Sponsoring Entity Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes a Discretionary Contribution and a second account known as the "Accrued Leave Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes an Accrued Leave Contribution. The Employer/Sponsoring Entity Contribution Account shall consist of all amounts contributed pursuant to Section 4.1 hereof (except for the amount of Accrued Leave Contributions), and any adjustments to such account provided in Section 5.2.
- (b) A Participant will become eligible to receive an allocation of Employer/Sponsoring Entity Discretionary Contributions or Employer/Sponsoring Entity Accrued Leave Contributions for a Plan Year according to the provisions elected by the Employer/Sponsoring Entity in the Plan Specifications.

#### 5.2 ADJUSTMENTS TO EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

As of each Valuation Date, the Administrator shall make the following adjustments to the Participant's Employer/Sponsoring Entity Contribution Account:

- (a) Add the Participant's share of the Discretionary Contributions, Accrued Leave Contributions and forfeitures as determined in the Plan Specifications and pursuant to this Article since the last Valuation Date;
- (b) Add (or subtract) the Participant's proportionate share of any investment earnings (or losses) and change in the fair market value of the Fund since the last Valuation Date, determined and allocated as provided under paragraph 5.5;
- (c) Add the increase in cash value of any insurance policies held by the Plan with respect to the Participant;

- (d) Deduct premiums paid from the Employer/Sponsoring Entity Contribution Account with respect to any insurance policies held by the Plan with respect to the Participant;
- (e) Deduct any withdrawals or payments made from the Plan on behalf of the Participant, his or her Dependents and Beneficiaries since the last Valuation Date, and
- (f) Deduct the Participant's proportionate share of any expenses of the Plan since the last Valuation Date that are not paid by the Employer/Sponsoring Entity, as determined under paragraph 5.3.

### 5.3 INVESTMENT OF ACCOUNTS

Such investment funds shall be under the full control of the Trustee. A Participant's share of investment earnings and any increase or decrease in the fair market value of the Fund shall be based on the proportionate value of all active accounts (excluding those accounts with segregated investments) as of the last Valuation Date less withdrawals and plus contributions since the last Valuation Date. Contributions to the Plan and withdrawals from the Plan shall be included to the extent that the funds were in the Plan during the Plan Year.

### 5.4 EXPENSES AND FEES

The Employer/Sponsoring Entity shall also be authorized to reimburse the Fund for all expenses and fees incurred in the administration of the Plan or Trust and paid out of the assets of the Fund. Such expenses shall include, but shall not be limited to, fees for professional services, printing and postage. Brokerage commissions may not be reimbursed. Apportionment of administration fees between the Employer/Sponsoring Entity and the Participants shall be determined in accordance with the Employer/Sponsoring Entity's election in the Plan Specifications.

### 5.5 PARTICIPANT STATEMENTS

Upon completing the allocations described above for the Valuation Date coinciding with the end of the Plan Year, the Employer/Sponsoring Entity shall prepare a statement for each Participant showing the additions to and subtractions from his or her account since the last such statement and the fair market value of his or her account as of the Current Valuation Date. Employer/Sponsoring Entities so choosing may prepare Participant statements for each Valuation Date.

## ARTICLE 6

### EARNED BENEFITS

#### 6.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

A Participant shall acquire an Earned interest in his or her Employer/Sponsoring Entity Contribution Account in accordance with the Earned benefit schedule selected by the Employer/Sponsoring Entity in the Plan Specifications. A Participant or Beneficiary shall be

entitled to use the Earned portion of his or her Earned Employer/Sponsoring Entity Contribution Account on the terms and under the conditions described in this Plan and in the Plan Specifications.

#### 6.2 COMPUTATION PERIOD

The computation period for determining Years of Service and Breaks in Service in computing the Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account will be the Plan Year. In the event a former Participant with no Earned Employer/Sponsoring Entity Contribution Account requalifies for participation in the Plan after incurring a Break in Service, such Participant shall be credited with all pre-break and post-break Service in computing his or her Earned benefit.

#### 6.3 RESUMPTION OF PARTICIPATION

For a Participant who resumes participation in the Plan following a termination of employment and prior to incurring five (5) consecutive Breaks in Service, all Service of the Participant, both prior to and following the termination of employment, shall be counted when computing the Participant's Earned benefit.

#### 6.4 CALCULATING EARNED BENEFIT

The Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account shall be calculated by multiplying his or her Employer/Sponsoring Entity Contribution Account on the Valuation Date by the decimal equivalent of the Earned percentage from the Earned benefit schedule set forth in the Plan Specifications as of the Valuation Date. The Employer/Sponsoring Entity Contribution Account for purposes of the calculation includes amounts previously paid as benefits under the Plan, and the Participant's Earned benefits, once calculated above, shall be reduced to reflect those amounts previously paid out to or on behalf of the Participant. In making this adjustment, the Participant's Earned interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Fund up to the Valuation Date.

#### 6.5 FORFEITURES

Any unearned balance in the Employer/Sponsoring Entity Contribution Account of a Participant who has separated from Service shall be forfeited and applied as provided in the Plan Specifications. If not otherwise specified in the Plan Specifications, such forfeitures will be allocated to Participants in the same manner as the Employer/Sponsoring Entity's contribution. If not otherwise specified in the Plan Specifications, forfeitures shall be applied as of the end of the Plan Year during which the former Participant incurs a Break in Service.

#### 6.6 AMENDMENT OF EARNED BENEFIT SCHEDULE

If the Earned benefit schedule of the Plan is amended, or the Plan is amended in any way that directly or indirectly affects the computation of any Participant's Earned benefits, or if the Plan is deemed amended by an automatic change to or from another Earned benefit schedule, each Participant with at least five (5) Years of Service with the Employer/Sponsoring Entity may elect, within a reasonable period after the adoption of the amendment or change, to have his or her Earned

benefits computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the later of sixty (60) days after:

- (a) The amendment is adopted;
- (b) The Amendment becomes effective; or
- (c) The Participant receives written notice of the amendment from the Employer/Sponsoring Entity or the Trustee.

## **ARTICLE 7**

### **ELECTIONS**

#### **7.1 ELECTION PROCEDURES**

The Plan Administrator shall provide an election form to each Participant prior to the Participant's first Entry Date. Each Participant shall specify on the election form the benefits desired under the Plan.

An election shall be valid for the coverage period for which it is made (as selected in the Plan Specifications) and for each subsequent coverage period unless the Participant files a new election form with the Plan Administrator during a subsequent election period. A completed election form must be returned to the Plan Administrator on or before the first day of the coverage period to which it applies or, in the case of a new Participant, on or before the Participant's Entry Date into the Plan.

#### **7.2 INITIAL ELECTION FOR NEW EMPLOYEES**

A new Employee shall receive an election form when the Employee becomes eligible to participate in this Plan. If the Employee desires to elect benefits, he or she shall so specify on the election form and shall agree to have Compensation adjusted accordingly. The completed election form must be returned to the Plan Administrator on or before the Employee's entry into the Plan. The election shall be effective as soon as administratively feasible.

#### **7.3 FAILURE TO MAKE AN ELECTION**

If a Participant fails to return a completed election form during the initial election period any amount in the Participant's Account will be allocated to medical benefits.

#### **7.4 IRREVOCABILITY OF ELECTION**

A Participant may not revoke or otherwise change an election after the coverage period begins until the next election period.

## **ARTICLE 8**

### **MEDICAL BENEFITS**

#### **8.1 INSURANCE COVERAGES**

- (a) If elected in the Plan Specifications, a Participant may elect coverage under a health plan or health insurance Policy approved by the Administrator. The Administrator may approve from among the various coverages available, including the Employer/Sponsoring Entity's health plan and any of the following types of insurance policies:
  - (i) Basic medical benefits;
  - (ii) Major medical and hospitalization benefits;
  - (iii) Dental benefits;
  - (iv) Vision care benefits;
  - (v) Prescription drug benefits;
  - (vi) Qualified Long-term care insurance;
  - (vii) Medicare Part B;
  - (viii) Medicare supplement insurance; and/or
  - (ix) Other insurance providing medical benefits.
- (b) Premiums to purchase the medical benefits coverage provided for in this Section shall be paid from Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

#### **8.2 MEDICAL REIMBURSEMENT BENEFIT**

- (a) If so elected in the Plan Specifications, the Plan will provide a Medical Reimbursement Benefit. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer/Sponsoring Entity, an Employer/Sponsoring Entity-provided health insurance Policy, or other plan or policy providing health coverage, including Medicare.
- (b) Payment of benefits under this Section shall be made from the Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

### 8.3 REQUIREMENTS

- (a) In General. The benefits provided under Section 8.2 constitute a self-insured medical reimbursement benefit under Code section 105(h). In accordance with Code section 105(a), amounts received by an Employee pursuant to Section 8.2 hereof that are attributable to Employer/Sponsoring Entity contributions are not included in the Employee's gross income if such amounts are paid directly or indirectly to the Employee to reimburse for expenses incurred by the Employee and his or her Dependents for Medical Expenses so long as the Plan is nondiscriminatory under Code Section 105(h).
- (b) Nondiscrimination Requirements. The Plan may not discriminate in favor of Highly Compensated Individuals as to eligibility to participate nor as to benefits provided under a self-insured medical reimbursement plan. For purposes of this Section, the requirements of Code sections 105(b) and 105(h) and the Regulations thereunder are incorporated by reference.

### 8.4 CLAIMS FOR BENEFITS

- (a) In order to obtain payment of medical benefits claimed in connection with a health plan of the Employer/Sponsoring Entity, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the administrator of such health plan or by the insurance company issuing the Policy.
- (b) In order to obtain payment or reimbursement of medical benefits provided under Section 8.2 hereof, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable.
- (c) The Plan Administrator shall direct the Trustee to pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.
- (d) The Plan Administrator's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.
- (e) If a participant in the Plan were to die and not have a tax dependent, the Sponsoring Entity will forward the proceeds of the account to a named beneficiary. This will only occur in the event a participant dies without a tax dependent. The recipient of the funds will receive a 1099 for said distribution. The 1099 is the responsibility of the Sponsoring Entity.

### 8.5 PAYMENT OF MEDICAL BENEFITS.

Medical benefits hereunder shall be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. The Administrator shall direct the Trustee to pay claims for Medical Expenses. Participants will be required to adequately substantiate claims



in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer/Sponsoring Entity's health plan or from the insurance company issuing a health insurance Policy.

#### 8.6 LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

- (a) No benefit payable to any Participant or Beneficiary shall exceed the Participant's Account Balance. In no event shall the Administrator direct the Trustee to pay amounts in excess of the Participant's Account Balance. In the event there are insufficient Trust assets to pay in full any benefit for which the Participant is otherwise eligible, neither the Administrator nor the Employer/Sponsoring Entity shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) The benefits provided under this Article are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer/Sponsoring Entity-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.
- (c) Except as required to avoid duplicate payments under this Section, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.

#### 8.7 TERMINATION OF COVERAGE

- (a) Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the earliest of:
  - (i) The depletion of the Participant's Account Balance;
  - (ii) The death of the Participant;
  - (iii) The Participant's termination of employment unless the Participant elects to continue to maintain the Participant's Account Balance in the Plan at his or her own expense.
  - (iv) The termination of the plan.
- (b) Subject to the terms of the Plan Specifications, in the event that amounts remain in the Participant's Employer/Sponsoring Entity Contribution Accounts after the

death of the Participant, the said amount shall be available to provide the Participant's Dependents with payment or reimbursement of Medical Expenses. In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents prior to exhaustion of the Participant's Account Balance), the Employer/Sponsoring Entity will forward the proceeds of the account to a named beneficiary. The beneficiary recipient of the funds will receive a 1099 for the said distribution.

## **ARTICLE 9**

### **PAYMENT OF BENEFITS**

#### **9.1 TIME OF SEGREGATION OR PAYMENT**

Whenever the Administrator is to direct the Trustee to make a payment before, on or as of an Anniversary Date, the payment may be made or begun on such date or as soon thereafter as is practicable. Except, however, payments for which an insurance Policy has been purchased shall not be made before the Trustee receives payment from the Insurer on any Policy or Policies issued with respect to such Participant.

#### **9.2 RECEIPT AND RELEASE FOR PAYMENTS**

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator and the Employer/Sponsoring Entity, either of whom may require such Participant, legal representative, Beneficiary, Guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Administrator.

#### **9.3 PAYMENT FOR MINOR BENEFICIARY**

In the event a payment is to be made to a minor, then the Administrator may, in the Administrator's sole discretion, direct that such payment be paid to the legal guardian, or, if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his or her residence, or to a custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Any such a payment Beneficiary shall fully discharge the Trustee, the Employer/Sponsoring Entity, and the Plan from further liability on account thereof.

#### **9.4 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN**

In the event that all, or any portion, of an amount payable to a Participant or his or her Beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his or her Beneficiary, the amount so distributable shall remain in the Trust to be used as part of the general Trust Fund.

## ARTICLE 10

### AMENDMENT, TERMINATION AND MERGERS

#### 10.1 AMENDMENT OF PLAN

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of the Plan or of the Plan Specifications. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Employer/Sponsoring Entity; and no such amendment which affects the rights, duties or responsibilities of the Administrator may be made without the Administrator's written consent.

#### 10.2 TERMINATION OF SPONSORSHIP BY BMI

BMI shall have the right at any time to terminate its sponsorship of the Plan by delivering to the Employer/Sponsoring Entity and to the Administrator written notice of such termination. Upon such termination of sponsorship, the Employer/Sponsoring Entity may either terminate its adoption of the Plan or may amend the Plan to eliminate BMI as the entity administering claims under the Plan and related documents.

#### 10.3 TERMINATION OF ADOPTION BY EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time to terminate the Plan by delivering to the Administrator and to BMI written notice of termination. If the Plan is terminated or if there is a complete discontinuance of contributions, all amounts credited to the Employer/Sponsoring Entity Contribution Accounts of Participants shall become nonforfeitable. In the event of termination, the Administrator may direct either:

- (a) Complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except, however, such distribution shall only be made: (i) pursuant to the terms of Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity; or
- (b) That any assets remaining in the Plan, after the satisfaction of all liabilities to existing Participants or their Beneficiaries, be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity.

Upon termination of the Plan, the Employer/Sponsoring Entity shall not receive, either directly or indirectly, a refund or other amounts or benefits, nor shall the Employer/Sponsoring Entity incur a residual liability beyond the end of the current Plan Year (other than the provision of benefits to Participants and their Beneficiaries by the Plan).

#### 10.4 MERGER, CONSOLIDATION OR TRANSFER

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Plan on such terms and conditions as the Administrator, acting pursuant to the direction of the Employer/Sponsoring Entity, shall deem appropriate.

- (a) In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to any other plan, each Participant in the Employer/Sponsoring Entity's Plan shall be entitled to receive benefits immediately after the merger, consolidation, or transfer which are equivalent to or greater than the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the merger, consolidation or transfer.
- (b) In the event that the Trustee is an institution, that corporation into which the Trustee or any successor trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor trustee may be a party, or any corporation to which all or substantially all the trust business of the Trustee or any successor trustee may be transferred, shall be the successor of such Trustee without the filing of any instrument or performance of any further act, before any court.

### ARTICLE 11

#### ADOPTING EMPLOYER/SPONSORING ENTITIES

##### 11.1 ADOPTION BY OTHER ENTITIES

With the consent of the Employer/Sponsoring Entity, an unrelated Employer/Sponsoring Entity who is a party to a Collective Bargaining Agreement or an affiliate or subsidiary of the Employer/Sponsoring Entity may adopt this Plan and any or all of the provisions hereof, and

##### 11.2 REQUIREMENTS OF ADOPTING EMPLOYER/SPONSORING ENTITY

- (a) If the Plan is adopted pursuant to the terms of a Collective Bargaining Agreement, and if the Adopting Employer/Sponsoring Entity intends that this Plan comply with the requirements of section 419A(f)(5) of the Code in that it is a plan made available for adoption for groups employed by the Adopting Employer/Sponsoring Entity and eligible for adoption.
- (b) Each Adopting Employer/Sponsoring Entity shall be required to use the Trustee designated in the Trust Agreement.

- (c) The Administrator may, but shall not be required to, direct the Trustee to commingle, hold and invest as one Trust Fund all contributions made by Adopting Employer/Sponsoring Entity, as well as all increments thereof.

#### 11.3 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Adopting Employer/Sponsoring Entity. In the event of any such transfer, the Employee involved shall carry with him his or her accumulated service and eligibility. No such transfer shall create a Severance hereunder, and the Adopting Employer/Sponsoring Entity to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as the Adopting Employer/Sponsoring Entity from which the Employee transferred.

#### 11.4 CONTRIBUTIONS FOR ADOPTING EMPLOYER/SPONSORING ENTITY'S EMPLOYEES

All contributions made by an Adopting Employer/Sponsoring Entity for its Employees shall be determined separately with respect to the Participants employed by such Adopting Employer/Sponsoring Entity. Such contribution shall be paid to and held by the Trustee for the benefit of the Participants, their Dependents and Beneficiaries, subject to all the terms and conditions of this Plan. The Administrator shall keep separate records concerning the affairs of each Adopting Employer/Sponsoring Entity hereunder and as to the accounts and credits of the Participants. The Administrator may, but need not, direct the Trustee to register insurance company Policies so as to evidence that a particular Adopting Employer/Sponsoring Entity is the interested Adopting Employer/Sponsoring Entity hereunder, but in the event of a Participant's transfer from one Adopting Employer/Sponsoring Entity to another, the Adopting Employer/Sponsoring Entity shall immediately notify the Administrator thereof.

#### 11.5 AMENDMENT BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, its adoption of the Plan Specifications by executing a new Plan Specifications. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to inure to private individuals or for purposes other than for the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity.

#### 11.6 DISCONTINUANCE OF PARTICIPATION BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time to discontinue its participation in the Plan by delivering to the Administrator written notice of such discontinuance. Upon such discontinuance of participation:

- (a) All amounts in the Participants' Employer/Sponsoring Entity Contribution Accounts shall be fully vested and nonforfeitable.

- (b) The Adopting Employer/Sponsoring Entity, by written notice to the Administrator, may direct that:
  - (i) The Trustee retain such assets for the Participants of said Adopting Employer/Sponsoring Entity pursuant to the provisions of the Trust. Any Trustee fees or administration fees due shall be paid from the assets of the Trust Fund on a nondiscriminatory basis to the extent not paid by the Adopting Employer/Sponsoring Entity. In no such event shall any part of the corpus or income of the Trust as it relates to such Adopting Employer/Sponsoring Entity be used or diverted to, or inure to private individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity; or
  - (ii) In the event that the Adopting Employer/Sponsoring Entity shall have established a separate plan for the benefit of its Employees, the Trustee shall transfer, deliver and assign Policies and other Trust Fund assets allocable to the Participants of such Adopting Employer/Sponsoring Entity to such new Trustee as shall have been designated by the Administrator.
- (c) In the event that the Adopting Employer/Sponsoring Entity shall fail to notify the Administrator on a timely basis as to the disposition of the assets held on behalf of the Employees of the Adopting Employer/Sponsoring Entity, the Administrator shall operate as though the Adopting Employer/Sponsoring Entity had directed the Administrator to follow the foregoing paragraph (b)(1) or (b)(2).
- (d) Any excess assets remaining in the Plan, after the satisfaction of all liabilities to current Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided that such payment shall only be made: (i) pursuant to the terms of a Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Adopting Employer/Sponsoring Entity;
- (e) No Adopting Employer/Sponsoring Entity shall receive a refund or additional amounts or benefits, and no Adopting Employer/Sponsoring Entity shall incur a residual liability beyond the end of the current Plan Year (other than, in the case of the Plan, the provision of benefits to Participants and their Beneficiaries).

## ARTICLE 12

### MISCELLANEOUS

#### 12.1 ALIENATION

- (a) Except as provided in paragraph (c) below, no benefit which shall be payable under the Plan to any person (including a Participant or his Beneficiary) shall be subject

in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Administrator, except to such extent as may be required by law.

- (b) In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.
- (c) This provision shall not apply to a "Qualified Medical Child Support Order". The Administrator shall establish a written procedure to validate the status of such orders and to administer payments thereunder.

#### 12.2 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or by termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of assets of the Trust Fund maintained pursuant to the Plan or any funds contributed thereto, to be used for, or diverted to, or to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

#### 12.3 ADDITIONAL REQUIREMENTS

The Plan is subject to the requirements of section 505 of the Code and shall be operated in accordance with the nondiscrimination requirements and limitations of that section and the Regulations thereunder.

#### 12.4 APPROVAL BY INTERNAL REVENUE SERVICE

The Employer/Sponsoring Entity intends that this welfare benefit Plan and the Trust attached hereto meet the requirements of section 115 of the Code.

- (a) Should the Commissioner of Internal Revenue or any delegate of the Commissioner at any time determine that the Plan and Trust fails to meet the requirements of the Code, the Employer/Sponsoring Entity will amend the Plan and Trust to maintain its qualified status.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Trust, the Commissioner of Internal Revenue Service or his delegate should determine that the Trust does not initially qualify as a tax-exempt plan and trust under section 115 of the Code, and such determination is not

contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the Employer/Sponsoring Entity, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

#### 12.5 ADMINISTRATOR'S PROTECTIVE CLAUSE

- (a) Neither the Administrator nor its successor shall be responsible for the validity of any Policy issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person which may delay payment or render a Policy null and void or unenforceable in whole or in part.
- (b) In the event any lawsuit, claim or proceeding is brought involving the Plan or the Trust in which the Administrator is named as a defendant, and such claim, suit, or proceeding is resolved in favor of the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred for which the Administrator shall have become liable.

#### 12.6 INDEMNIFICATION OF AGENTS

The Administrator shall indemnify and hold harmless its appointed agents from all loss or liability (including expenses and reasonable attorneys' fees) to which such agent may be subject by reason of its execution of its duties under this Plan, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions from the Administrator, unless such loss or liability is due to the agent's gross negligence or willful misconduct. The agent is entitled to collect on the indemnity provided by this Section from the Administrator only if such amounts are not paid directly or indirectly from assets of the Trust.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust in which the agent is named as a defendant, the agent shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section, provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the agent is guilty of gross negligence or willful misconduct with respect to the Plan, the agent shall be required to refund the indemnity payments that it has received.

#### 12.7 GOVERNING LAW

This Plan shall be construed and enforced according to the laws of the state of domicile of the Adopting Employer/Sponsoring Entity to the extent not pre-empted by applicable federal law. The laws of such state shall govern the construction, validity and administration of the Plan, as embodied in the Plan and the Plan Specifications.

#### 12.8 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply,



and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 12.9 PROVISIONS RELATING TO INSURANCE

Any Policies purchased under this Plan shall be held subject to the following rules:

- (a) The Trustee shall be applicant and owner of any Policies issued.
- (b) A Participant shall be entitled to designate a Beneficiary under the terms of any Policy issued under the Plan. Such designation shall remain in force until revoked by the Participant, by filing a new Beneficiary designation form with the Administrator.
- (c) In the event a Participant is uninsurable or insurable at substandard rates, he or she may elect to receive a reduced amount of insurance, if available, or may waive the purchase of insurance.
- (d) All dividends or other returns received on any Policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Fund as part of the account of the Participant for whom the policy is held.
- (e) Upon the retirement or Severance of Employment of a Participant, the Administrator shall offer the Participant the right to purchase any Policy on the life of such Participant for its cash surrender value. If the Participant shall exercise such right, the Participant's payment shall be credited to the Participant's Account Balance. If the Participant shall not exercise such right, the Administrator shall direct the Trustee to surrender the Participant's policy and credit the proceeds to his or her account for payment under the terms of the Plan.
- (f) Any insurer who shall issue Policies hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy that it issues hereunder, or the rules of the insurer.

The Administrator shall be solely responsible to see that these insurance provisions are administered properly. If there is any conflict between the provisions of this Plan and any insurance Policies issued, the terms of this Plan will control.

#### 12.10 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

#### 12.11 PARTICIPANTS' RIGHTS

This Plan shall not be deemed to constitute a contract of employment between the Employer/Sponsoring Entity and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer/Sponsoring Entity or to interfere with the right of the Employer/Sponsoring Entity to discharge any Participant or Employee at any time regardless of the effect such discharge shall have upon him as a Participant of this Plan.

#### 12.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Policy purchased or provided hereunder, the Plan provisions shall control.

**Exhibit B**  
**Trust Agreement**

**115 TRUST AGREEMENT  
RETIREE HEALTHCARE FUNDING PLAN**

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Village of Forest Park

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

**VILLAGE OF FOREST PARK  
RETIREE HEALTHCARE FUNDING PLAN**

**115 TRUST AGREEMENT**

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**VILLAGE OF FOREST PARK  
RETIREE HEALTHCARE FUNDING**

**115 TRUST AGREEMENT**

THIS AGREEMENT is hereby established by Village of Forest Park

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Village of Forest Park has previously or concurrently adopted the Village of Forest Park Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

**ARTICLE I**

**TRUST AND TRUST FUND**

**1.1 NAME OF TRUST**

This Trust shall be entitled Village of Forest Park Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

## 1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

## 1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

# ARTICLE II

## PLAN

### 2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

# ARTICLE III

## ADMINISTRATOR

### 3.1 APPOINTMENT OF ADMINISTRATOR

**Babbitt Municipalities, Inc.** is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

### 3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.



### 3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

## ARTICLE IV CONTRIBUTIONS

### 4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

## ARTICLE V TRUSTEE

### 5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

## 5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant’s, Dependent’s or Beneficiary’s directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant’s, Dependent’s or Beneficiary’s direction shall be borne by his account.

### 5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);

- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

#### 5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

#### 5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

#### 5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

#### 5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

#### 5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker.

## 5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

## 5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
  - (1) statement of the assets and liabilities of the Plan;
  - (2) statement of changes in net assets available to the Plan;
  - (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

#### 5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

## **ARTICLE VI**

### **AMENDMENT, TERMINATION AND MERGERS**

#### **6.1 AMENDMENT**

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

#### **6.2 TERMINATION OF TRUST BY PARTY(S)**

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

#### **6.3 MERGER, CONSOLIDATION OR TRANSFER**

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.



#### 6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

### ARTICLE VII

#### MISCELLANEOUS

##### 7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

##### 7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

##### 7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction

to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

#### 7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

#### 7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

#### 7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

#### 7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the

provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

#### 7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

#### 7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

#### 7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

#### 7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its

discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

#### 7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

#### 7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

## ARTICLE VIII

### EXECUTION

#### 8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this \_\_\_\_ day of \_\_\_\_ 20\_\_.

(a) Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

(b) Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Exhibit C**  
**Specifications**

**SPECIFICATIONS  
OF YOUR  
RETIREE HEALTHCARE FUNDING PLAN**

---

**VILLAGE OF FOREST PARK**

**Effective:** \_\_\_\_\_

**VILLAGE OF FOREST PARK**  
**RETIREE HEALTH CARE FUNDING PLAN**  
**SPECIFICATIONS**

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VILLAGE OF FOREST PARK  
RETIREE HEALTH CARE FUNDING PLAN  
SPECIFICATIONS

The undersigned hereby adopts the Village Of Forest Park Retiree Healthcare Funding Plan ("Plan") and the Village Of Forest Park Retiree Healthcare Funding Trust ("Trust") for the benefit of Eligible Employees, their Dependents and Beneficiaries under the provisions of these specifications. The definitions set forth in the Plan and Trust shall apply herein unless the context requires otherwise.

1. **SPONSORING ENTITY IDENTIFICATION**

Name and Address: Village Of Forest Park  
517 Desplaines Avenue  
Forest Park, IL 60130

(a) Contact Person: Vanessa Moritz  
Phone No.: 708-615-6202  
Email: vmoritz@forestpark.net

(b) Form of Business: Section 115 Plan

(c) Tax Identification No.: \_\_\_\_\_

Predecessor Sponsoring Entity: None

2. **PLAN AND TRUST IDENTIFICATION**

- (a) Name of Plan: VILLAGE OF FOREST PARK **RETIREE HEALTHCARE FUNDING PLAN**
- (b) Name of Trust: VILLAGE OF FOREST PARK **RETIREE HEALTHCARE FUNDING TRUST**
- (c) Collectively Bargained Plan: AFFI Local

3. **DEFINITIONS**

- (a) **Plan Administrator.** The Plan Administrator of the Plan shall be **Babbitt Municipalities Inc/ Joel J. Babbitt**.
- (b) **Effective Date.** The Effective Date of the Plan is \_\_\_\_\_.
- (c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.

- (d) **Separation of Service.** Per 40 ILCS 5/ Articles 3, 4, & 7
- (e) **Plan Year.** The Plan Year shall be the 12-month period commencing on January 1 and ending on December 31.
- (f) **Coverage Period.** The period for which Participant elections, if applicable, are valid under this Plan shall be the calendar year.

4. **ELIGIBILITY REQUIREMENTS**

- (a) **Covered Group Requirement. Entry Date.** An Employee's Entry Date shall be the following date an Employee meets the eligibility requirements.

5. **CONTRIBUTIONS**

**Contributions.** Contributions shall be made pursuant to the collective bargaining and/or agreements covering Employees. (As shown on Exhibit A.)

6. **MEDICAL BENEFITS**

A Participant may be eligible to be reimbursed for the payment of medical benefits (as specified in the Plan) or for the purchase of insurance made available under the Plan.

- (a) Following retirement, a Participant may, as specified in writing by the Trustee, be eligible to be reimbursed for the following benefits as permitted by applicable law:

Premiums

- Medicare Part B coverage (or other Medicare premiums)
- Medicare-supplement ("Medigap") insurance
- COBRA continuation coverage
- Other health insurance approved by the Administrator, including any post-retirement medical plan sponsored by the Sponsoring Entity
- Dental coverage
- Vision care coverage
- Prescription drug coverage
- Qualified long-term care insurance

As permitted by the Plan and applicable law, reimbursement of out-of-pocket medical expenses such as deductibles, co-pays, prescription drugs, eyeglasses, dental work, hearing aids, etc.

7. **EARNED BENEFITS AND FORFEITURES**

- (a) **Earning of Benefit Rights.** Benefits shall be earned pursuant to written rules established by the Trustee.

SPONSORING ENTITY

These Specifications and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Sponsoring Entity on \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCHEDULE OF SPONSORING ENTITY CONTRIBUTIONS**

Per the Collective Bargaining Agreement with AFFI Local

**Exhibit D**  
**Administrative Service Agreement between the Village of Forest Park and Babbitt**  
**Municipalities, Inc. (BMI)**

## ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") between BABBITT MUNICIPALITIES, INC, CHICAGO, IL ("BMI") and Village of Forest Park (the "Sponsoring Entity") sets forth the basis on which BMI agrees to provide certain services with respect to the Sponsoring Entity's employee benefit plan known as the Village of Forest Park Retirement Healthcare Funding Plan (RHFP) Plan (the "Plan").

### PURPOSE

The Plan provides for the payment of various health and welfare expenses for eligible employees of the Sponsoring Entity. The Sponsoring Entity desires that BMI provide certain services relating to the Plan. Accordingly, the Sponsoring Entity and BMI now wish to enter into an agreement to provide for these services, as set forth in this Agreement.

### ARTICLE I

#### RESPONSIBILITIES OF THE SPONSORING ENTITY

The Sponsoring Entity has the responsibilities and duties outlined in this Article I below:

- 1.01 Interpret the Plan and Determine Participant Eligibility and Benefit Entitlement.** As Plan Sponsor and Plan Administrator, the Sponsoring Entity possesses the ultimate authority to interpret the Plan for decisions involving eligibility for Plan participation, termination of Plan participation, and the calculation and payment of benefits to Plan participants. Nevertheless, the Sponsoring Entity will not direct BMI to take any action that would violate federal or state laws.
- 1.02 Fund Plan Benefits and Pay Plan Expenses.** The Sponsoring Entity is solely responsible for the funding of benefits under the Plan and for the payment of all Plan administrative expenses as identified in Exhibit A. Ordinary Plan expenses shall be paid from the administration fee and investment contract funds. Extraordinary expenses such as fees of legal counsel, actuaries, accountants, trustees, auditors, health consultants, or other professionals appointed by the Sponsoring Entity or required in connection with the Plan shall be paid by the party that incurs the expense.
- 1.03 Control Plan Assets.** The Sponsoring Entity has complete authority regarding the investment, management, and use of Plan assets, and BMI neither has nor is deemed to exercise any authority, control, or discretion over Plan assets.
- 1.04 Amend and Terminate the Plan.** The Sponsoring Entity has complete discretion for all decisions involving the establishment, amendment, and termination of the Plan.

- 1.05 Fulfill Legal Obligations of the Plan.** The Sponsoring Entity possesses the ultimate authority and responsibility for the Plan's compliance with and all applicable laws and regulations. This includes the responsibility for preparing and filing reports, if required by law, including Form(s) 5500, as well as performing discrimination testing that may be required by applicable law. Depending on the terms agreed to by the parties, BMI may assist in preparing filing reports and performing discrimination testing. See Section 2.13 to determine whether or not BMI will provide such services.
- 1.06 Appoint Necessary Advisors.** The Sponsoring, Employer, BMI or the Plan may appoint necessary advisors, whether individuals or entities, to assist in the administration of the Plan. This may include legal counsel, actuaries, accountants, auditors, health consultants, and other professionals required by the Sponsoring Employer, the Plan or BMI. The entity that incurs the expense will pay the expenses associated with these appointments if not mutually agreed to on a prior basis. BMI will consult with the Sponsoring Employer whether such expenses are extraordinary Plan Expenses under Section 1.02, prior to incursion.
- 1.07 Provide COBRA Notices.** The Sponsoring Entity has the responsibility for informing individuals whose participation in the Plan would otherwise terminate of their right, if any, to continued coverage, as required by the Plan and the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

## ARTICLE II

### RESPONSIBILITIES OF BMI

BMI has the responsibilities and duties outlined in this Article II below:

- 2.01 Provide Certain Plan-Related Documents.** BMI will provide the following documents relating to the Plan for the Sponsoring Entity's review and approval:
- RHFP Plan Document (Welfare Benefit Plan)
  - RHFP Trust Agreement
  - Specifications
  - Administrative Forms
  - Summary Plan Description (if required)
- 2.02 Establish Trust and Help Select Trustee.** BMI will assist the Sponsoring Entity in selecting a trustee for the trust.
- 2.03 Arrange for Insurance Coverage That is Selected by Sponsoring Entity.** BMI will assist the Sponsoring Entity in performing the administrative tasks necessary to identify and procure the insurance coverages, if any, that will be offered under the Plan.
- 2.04 Coordinate With Service Providers.** BMI will coordinate the Plan's interactions with the various providers of services and products, including trustees, record keepers, investment advisors, product vendors, and legal, accounting, actuarial, and other service providers as necessary to carry out its duties and responsibilities under this Agreement.
- 2.05 Coordinate Enrollment Meetings and Participant Communications.** BMI will

organize and coordinate enrollment meetings with Sponsoring Entity's employees. BMI will also coordinate communication between such employees and the Plan.

- 2.06 Evaluate Claims for Benefits.** BMI will review and evaluate all benefit claims submitted by participants, in accordance with the terms of the Plan. When BMI deems that further evaluation of a benefit claim is necessary, BMI may recommend that the Sponsoring Entity engage the services of legal counsel, actuaries, accountants, auditors, health consultants or other professionals at Sponsoring Entity's cost.
- 2.07 Process Payments.** At the direction of the Sponsoring Entity, BMI will prepare payment from the trust to the provider or insurance issuer for claims payable under the Plan.
- 2.08 Maintain Relevant Records: Make Records Available for Inspection.** BMI will maintain reasonable records regarding its administration of the Plan. BMI will ensure that the Sponsoring Entity may, if it so desires, periodically inspect all relevant records relating to the administration of the Plan. Such inspections may be done at a mutually agreeable time for the parties.
- 2.09 Accuracy of Information.** The Sponsoring Entity understands and agrees that in order for BMI to fulfill its duties under the Agreement, BMI will need to rely on the oral and written statements of the Sponsoring Entity, officers, directors, employees, and agents of the Sponsoring Entity, Plan participants, Plan advisors, and Plan service providers. BMI is not responsible for verifying the accuracy of such information. The Sponsoring Entity agrees to hold harmless BMI for any loss or damage to the Plan or the Sponsoring Entity resulting from BMI's good faith reliance on such information.
- 2.10 Provide Quarterly Reports.** BMI will submit to the Sponsoring Entity a quarterly accounting of all payments made from the Plan's trust.
- 2.11 Assist With Plan Amendments.** BMI will provide advice to the Sponsoring Entity on possible revisions to the Plan's terms and benefits, and will assist in preparing any such amendments elected by the Sponsoring Entity.
- 2.12 Maintain Confidentiality.** BMI will comply with the HIPAA Privacy Rules and keep confidential all individually identifiable personal health information relating to Plan participants. BMI will not disclose such personal information, except as required by law or as necessary for the administration of the Plan. If the Sponsoring Entity is deemed to be a covered entity under HIPAA, then BMI will execute a business associate agreement with the Sponsoring Entity.
- 2.13 Annual Reports and Discrimination Testing.** BMI will assist in the preparation and filing of signature ready Form 5500 annual reports, if required, to be filed with the Internal Revenue Service. BMI will assist in performing any discrimination testing that is required by applicable provisions of the Internal Revenue Code.
- 2.14 Outsource Certain Tasks.** BMI may utilize the services of any outside professional in performing of its responsibilities under the agreement. BMI bears the same responsibility for any services rendered by an outside professional on behalf of the Plan as BMI would if BMI had rendered the services itself.



**2.15 Express Limitations on Responsibilities of BMI.** Except for the duties and responsibilities expressly set forth in this Agreement, BMI does not assume any other obligations related to the Plan or the Sponsoring Entity. This limitation on the responsibilities of BMI includes, but is not limited to, the following

- a. BMI does not have any discretionary authority or control over the design, management, or operation of the Plan and is neither a sponsor nor a fiduciary under the Plan. BMI may assist the Sponsoring Entity with, but does not assume responsibility for, operating the Plan in compliance with applicable state and federal laws and regulations.
- b. BMI is not a trustee of the Plan.
- c. BMI does not and will not render investment advice to the Plan.
- d. Except as directed by the Sponsoring Entity, BMI does not have access to Plan assets and BMI is not responsible for verifying the existence of Plan assets.
- e. BMI does not pay benefits, provide insurance for benefits or control the circumstances under which an excess loss insurer will provide insurance for benefits.

### ARTICLE III

#### FEES FOR SERVICES

**3.01 Fee Schedule.** The Sponsoring Entity agrees to pay the fees set forth on the BMI fee schedule within 30 days of the date the Sponsoring Entity receives the invoice. The schedule is attached and incorporated into the Agreement as Exhibit A.

**3.02 Amendment of Fee Schedule.** The Sponsoring Entity agrees that the fees specified in Exhibit A may be amended if BMI gives the Sponsoring Entity written notice of the change at least thirty (30) days prior to the date that the amended fees are to become effective. If the Sponsoring Entity fails to deliver to BMI a written objection to the amended fees prior to their effective date, the services of BMI will be based upon the amended fees thereafter. If the Sponsoring Entity objects in writing to the amended fees, BMI will have the option to terminate the Agreement no earlier than 30 days after the Sponsoring Entity receives notice of termination from BMI.

### ARTICLE IV

#### EFFECTIVE DATES OF AGREEMENT

**4.01 Effective Date.** This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and will remain in effect until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**4.02 Year to Year Renewal.** This Agreement will automatically be renewed for one year periods unless terminated by BMI or the Sponsoring Entity upon written notice of not less

than sixty (60) days prior to the end of the current expiration date.

- 4.03 Termination of Agreement by Either Party Without Cause.** This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice to the other party.
- 4.04 Termination of Agreement by Either Party with Cause.** This Agreement may also be terminated by either party with 14 days written notice, if either party fails to materially comply with the terms of this Agreement, has engaged in any illegal activity or a petition under bankruptcy laws is filed by or against the Sponsoring Entity or BMI. Parties will have 14 days to correct a breach upon notification prior to termination. An extension of this period of not more than 14 days may be allowed if the breach cannot be reasonably cured with the 14 days provided agreed upon by both parties.

## ARTICLE V

### LIABILITY AND INDEMNITY

- 5.01 Limitation on Liability.** BMI does not insure nor underwrite the liability of the Sponsoring Entity under the Plan. The Sponsoring Entity retains the ultimate responsibility for all claims made under the Plan and all expenses incident to the Plan, except as specifically assumed in this Agreement by BMI.
- 5.02 Gross Indemnification.** The Sponsoring Entity agrees to indemnify and hold harmless BMI and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of BMI or any of its directors, officers, agents or employees.

BMI agrees to indemnify and hold harmless the Sponsoring Entity and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of the Sponsoring Entity or any of its directors, officers, agents or employees.

- 5.03 Proof of Insurance.** BMI will provide to the Sponsoring Entity Proof of Liability Insurance and Errors and Omissions coverage on an annual basis.

## ARTICLE VI

### MISCELLANEOUS

- 6.01 Headings.** The section headings used throughout the Agreement are for convenience of reference only, and will not be construed to explain or modify the construction or meaning of the Agreement.
- 6.02 Severability.** In the event that any portion of this Agreement is invalidated by a court of competent jurisdiction, the remainder of the Agreement will be given effect to the maximum extent possible.
- 6.03 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior negotiations are merged into this Agreement. No oral agreements or understanding will be binding on either of the parties.
- 6.05 Applicable Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Illinois.
- 6.06 No Third Party Beneficiaries.** Only parties to this Agreement shall gain any rights to enforce any provision of this Agreement.
- 6.07 Non-Assignment.** This Agreement is binding on the parties' legal successors and heirs. This Agreement may not be assigned by either party without the prior written approval of an officer of the other party.
- 6.08 Revisions to the Agreement.** This Agreement may be revised at any time by written agreement signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**FOR THE SPONSORING ENTITY:**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**FOR BMI:**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

739668-1

**EXHIBIT A**

**BMI FEE SCHEDULE**

**To be paid by Plan:**

\$350 IPPFA Trust Joinder Fee (payable to IPPFA)

*Investment Management fees are covered by separate agreement and are net participant expense in the calculation of unit values.*

**RESOLUTION NO. R-\_\_\_\_\_ -21**

**RESOLUTION APPROVING THE TRANSFER OF THE PEHP-Z TO THE IPPFA  
POST RETIREMENT HEALTHCARE FUNDING PLAN OF THE FIREFIGHTERS  
AND LIEUTENANTS OF THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") is an Illinois municipal corporation and is a member of the Illinois Public Pension Fund Association ("IPPFA"); and

WHEREAS, the Village established IPPFA 501(c)(9) Trust; and

WHEREAS, IPPFA, on behalf of sponsoring entities that adopt and maintain an IRC Section 115 Retirement Healthcare Funding Plan (the "Plan"), has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement, hereto (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement; and

WHEREAS, the Village has firefighters and lieutenants rendering valuable services to the Village and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such firefighters and lieutenants who are subject the collective bargaining agreement with the Village (as specified in schedule A of the Adoption Agreement) that requires inclusion in the Plan or have been designated as a covered class by the Village (as specified in schedule A of the Adoption Agreement) in order to allow such employees to provide for their retirement security and to serve the interest of the Village in attracting and retaining competent personnel.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Village authorizes the transfer of the Nationwide PEHP-Z Contract Number 0039253001 to 50l(c)(9) Trust Plan and Trust with Transamerica as the record keeper.

Section 2. The Village hereby appoints State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.

Section 3. The Village Administrator or his designee shall be authorized to execute any and all documents needed to complete this transfer, including a Side Letter Agreement with the firefighters and lieutenants to amend the collective bargaining agreement and appendices to reflect the modifications set forth in this Resolution.

Section 4. This Resolution shall be in full force and effect upon its adoption.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 22<sup>nd</sup> day of March, 2021.

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

NAYS: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Rory E. Hoskins, Mayor

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

# MAYOR'S PROCLAMATION

## DECLARING THE WEEK OF APRIL 26<sup>th</sup> KINDNESS WEEK IN FOREST PARK

**WHEREAS**, Forest Park School District 91 has initiated "Project Kindness" to encourage acts of kindness within the school district and the Forest Park community as a whole; and

**WHEREAS**, the objective of the project is to help District 91 students understand the importance of showing kindness to others and to encourage everyone in Forest Park to practice acts of kindness to brighten someone's day; and

**WHEREAS**, Teacher Amy O'Connell conceptualized the project and under her guidance, students in the district will design *kindness labels* to share with local retailers who will, in turn, share the labels with customers by attaching them to a purchased item or handing them out at the stores; and

**WHEREAS**, the retailers will encourage customers to capture a snapshot of their label and share the experience on social media to promote the initiative and hopefully encourage others to duplicate actions of kindness on their own; and

**WHEREAS**, the retailers will encourage customers to capture a snapshot of their label and share the experience on social media to promote the initiative and hopefully encourage others to duplicate actions of kindness on their own; and

**WHEREAS**, the Mayor and Village Council of the village of Forest Park proudly supports this heartfelt exercise and applauds the students, teachers, and staff of District 91 as they work toward creating a kinder and happier community.

**NOW, THEREFORE**, I, Rory E. Hoskins, Mayor of the Village of Forest Park, County of Cook, State of Illinois, do hereby officially proclaim the week of April 26, 2021, to be ***Kindness Week in Forest Park*** and encourage our residents, students and businesses to perform random acts of kindness to brighten another person's day.

**DATED** this 22<sup>nd</sup> day of March, 2021.

Signed:

---

Mayor Rory E. Hoskins

**A RESOLUTION HONORING JILL WAGNER'S COMMUNITY SERVICE  
WITHIN THE VILLAGE OF FOREST PARK, ILLINOIS**

**WHEREAS,** Jill Wagner, Forest Park resident with community involvement that is widespread: President of the Forest Park Historical Society, former President of the Southside Parent Teach Organization (PTO), member of the Eagles, volunteer for the Chamber of Commerce; and

**WHEREAS,** Jill Wagner has been a central force in reviving and sustaining the Forest Park Cub Scout Pack 109, and has been a leader in the Pack since 2009; and

**WHEREAS,** Because of Jill Wagner's leadership, dozens of boys and girls have had the opportunity to learn the wonders of the outdoors, practice citizenship, and build strong character through events like the Pinewood Derby, marching in the St. Patrick's Day parade, camping trips and other activities; and

**WHEREAS,** Jill Wagner has been instrumental in organizing the Scouts to give back to the community through their clean up days, volunteering for the Kiwanis Club Peanut Days, the Forest Park Firefighter's 5k run, school activities and other charitable events; and

**WHEREAS,** Jill Wagner and her husband Ned have guided their own children, Henry and Logan, through Cub Scout Pack 109 and have gone on to become active participants in Forest Park's Boy Scout Troop 107; and

**WHEREAS,** Jill Wagner has inspired volunteerism by many Cub Scout Parents, to the point where in Pack 109, her name became shorthand for the act of asking someone to volunteer; and

**WHEREAS,** Jill's relationships with the Kiwanis Club, Park District, Community Center, District 91, Police and Fire Department and Village of Forest Park have strengthened the Cub Scouts and the fabric of our community; and

**WHEREAS,** Through her work at The Forest Park Review Jill Wagner brings Forest Park history to life by posting archived articles in "Look Backs" on Facebook; reports her outlook on current issues facing Forest Park in her monthly columns; and celebrates and promotes local businesses in her work on the Forest Park Community Guide; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Village Forest Park, Cook County, Illinois, as follows:

That the Mayor and Village Council, for its members and all the residents of the Village of Forest Park, recognize and celebrate Jill Wagner's many accomplishments as a leader of Pack 109 and honor her dedication to Scouting and to the community and Village.

**ADOPTED** by the Council of the Village of Forest Park, Cook County, Illinois this 22<sup>nd</sup> day of March, 2021.

ATTEST:

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Rory E. Hoskins, Mayor

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Vanessa Moritz, Village Clerk