

Village Council April 26, 2021 In-Person and Zoom Meeting at 7PM

Join Meeting ONLINE or CALL-IN - Observe live ZOOM meeting <https://us02web.zoom.us/j/85299115975>
or Call-in (+1 312 626 6799, Webinar ID: 852 9911 5975)

Public COMMENT - Required to be sent in advance via email to Vanessa Moritz, vmoritz@forestpark.net before 6:30PM.

VILLAGE OF FOREST PARK

REGULAR COUNCIL MEETING AGENDA

Monday, April 26, 2021

Observe live meeting (In-person, Online-Zoom or Call-in)

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES:

- Approval of the Minutes from the April 08, 2021 Special Meeting of the Council
- Approval of the Minutes from the April 08, 2021 Closed Session Meeting of the Council
- Approval of the Minutes from the April 12, 2021 Regular Meeting of the Council

PUBLIC COMMENT:

- Any Public Comments for the April 26th, 7:00 PM (ONLINE) Council Meeting are REQUIRED to be sent in advance BEFORE 6:30 PM by EMAIL to the Village Clerk (Vanessa Moritz, vmoritz@forestpark.net)

COMMUNICATIONS

DEPARTMENT REPORTS:

- Fire Department March Report

BILLS BY RESOLUTION:

- Bills by Resolution

UNFINISHED BUSINESS

- Ordinance Authorizing the Execution of an Amendment to a Planned Unit Development (PUD) Agreement and Granting a Conditional Use Permit for an Amendment to a PUD Agreement for Farmington Foods in the Village, (PC 2021-01: 7419, 7431, 7445 Franklin)

NEW BUSINESS:

1. Ordinance Temporarily Amending Hours of Sale and Delivery of Alcoholic Liquor Class A1, A7 and A8 Liquor Licensed Establishments in the Village
2. Resolution Approving an agreement between the Village and Automobile Mechanics' Local 701, IAM & AW
3. Resolution Approving and Authorizing the Execution of a First Amendment to a Personnel Services Contract between the Village and Metro paramedic Services, Inc.
4. Resolution Authorizing a Subrecipient Agreement between the Village and the County of Cook for the 2020 Community Development Block Grant Program Year Agreement (14th Street - Circle Avenue to Harlem Avenue Resurfacing Project)
5. Resolution Approving the Intergovernmental Agreement between the Village and the Metropolitan Water Reclamation District of Greater Chicago for the Permeable Paver Parking Lot Project (510 DESPLAINES AVENUE)
6. Resolution Authorizing the Execution of a Lite Software Maintenance Agreement with American Computer and Communication for the Tele Ticket Lite J.U.L.I.E Software for the Village.
7. Resolution Authorizing the Award of the Contract for the 2020 Watermain Replacement and Resurfacing Project for the Village (7700 Block Monroe and 400-600 Blocks Thomas)
8. Mayor's Proclamation to celebrate "Arbor Day" and support the efforts to protect trees and woodlands within the Village of Forest Park
9. Motion to Approve the Community Center and Park District 50/50 Raffle Permit Application to Celebrate the Village of Forest Park on June 26th, 5pm-9pm at the Park District.
10. Motion to Reappoint Steve Rummel to fill a vacancy on the Police Pension Board

ADMINISTRATOR REPORT

COMMISSIONER REPORTS

ADJOURNMENT

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON THURSDAY AFTERNOON, APRIL 8, 2021 AT 4:00 P.M.**

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call at 4:18 p.m. Also in attendance were Village Clerk, Vanessa Moritz and Village Resident Bridget Lane. All participants were attending remotely via Zoom audio/video meeting platform. Mayor Hoskins announced that the purpose of the special meeting is to adjourn into closed session to discuss the results of candidate interviews for Village Administrator.

PUBLIC COMMENT

None

ADJOURNMENT

It was moved by Commissioner Nero and seconded by Commissioner Byrnes 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 4:20 p.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, APRIL 12, 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 March 20, 2021, Special 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.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the March 20, 2021, Closed Session 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.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the March 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.

It was moved by Commissioner Nero and seconded by Commissioner Byrnes that the minutes from the March 27, 2021, Special 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.

It was moved by Commissioner Nero and seconded by Commissioner Byrnes that the minutes from the March 27, 2021, Closed Session 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

Ms. Nicola Hale expressed her concerns about the expansion of Farmington Foods and their history of non-compliance with noise and operational restrictions.

Mr. Thomas Kovac expressed his concerns about the expansion of Farmington Foods and urged the Village Council to reject the current proposal and rescind the PUD.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Novak and seconded by Commissioner Byrnes 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 \$434,383.91.

**R-27-21
RESOLUTION FOR
PAYMENT OF BILLS IN THE
AMOUNT OF \$434,383.91
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 Nero and seconded by Commissioner Novak that the Ordinance authorizing the execution of an amendment to a Planned Unit Development agreement and granting a conditional use permit for Farmington Foods, in the Village of Forest Park, Cook County, Illinois re: PC 2021-01: 7419, 7431, 7445 Franklin Street be adopted. Mr. Peter Friedman, attorney for the petitioner and Mr. Albert La Valle, representative of the petitioner commented on the negotiated restrictions, stating that they could agree to all but 3 of the 18 additional requirements.

**ORDINANCE AUTHORIZING
AMENDMENT TO
FARMINGTON FOODS
PLANNED UNIT
DEVELOPMENT
AGREEMENT
CONTINUED TO
APRIL 26, 2021**

It was moved by Commissioner Nero and seconded by Commissioner Voogd to continue the Ordinance to the next Village Council meeting on April 26, 2021, in order to allow the parties to come to a mutually agreeable conclusion.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution appointing Salvatore Stella as the Director of Public Works for the Village of Forest Park, Illinois be adopted. Both Commissioners Nero and Voogd expressed their excitement at the appointment and their confidence in Sal's abilities, passion and energy.

**R-28-21
RESOLUTION APPOINTING
SALVATORE STELLA AS
PUBLIC WORKS DIRECTOR
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 Novak and seconded by Commissioner Byrnes that the Resolution to approve and authorize the execution of a COVID-19 Support Services Reimbursement Agreement by and between the Department of Emergency Management and Regional Security of the County of Cook and the Village of Forest Park for the reimbursement of eligible COVID-19 expenses be adopted.

**R-29-21
RESOLUTION APPROVING
REIMBURSEMENT
AGREEMENT WITH COOK
COUNTY FOR COVID-19
VACCINATION SITE
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 Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint three candidates from its current Probationary Police Officers Eligibility List to fill vacancies.

**BOARD OF FIRE AND
POLICE COMMISSIONERS
DIRECTED TO APPOINT
THREE PROBATIONARY
POLICE OFFICERS
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the request from Forest Park School District 91 to display banners promoting their third annual Kindness Week event.

**DISTRICT 91 BANNER
REQUEST FOR KINDNESS
WEEK EVENT
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the request from Joanne Despotos, of Hunger Walkathon West, to display banners promoting the CROP Hunger Walk be approved.

**CROP HUNGER WALK
BANNER REQUEST
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the request from the Forest Park Public Library to use village property for programming be approved.

**FOREST PARK LIBRARY
REQUEST TO USE
VILLAGE PROPERTY FOR
PROGRAMMING
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:

Commissioners Byrnes and Voogd requested that they receive the agenda and supporting documents in a more timely manner. They expressed their dissatisfaction with receiving this meeting's documents

at 10:30 p.m. on Friday.

Mayor Hoskins shared a thank you letter from a resident with the Commissioners. In addition, the mayor reported that the Altenheim Cafeteria building is scheduled to begin demolition on Wednesday. The Chapel building demolition is scheduled to begin on April 26th. Mayor Hoskins invited the other elected officials and the Department Heads to come to the Altenheim to commemorate the event by taking a photograph on April 26th. Burke Engineering will provide the photographer. Last, the mayor reported that the Police Department is using body cameras on a trial basis. He expressed his pleasure to see the cameras in use, adding that they will supplement the squad car dashboard cameras.

ADJOURNMENT

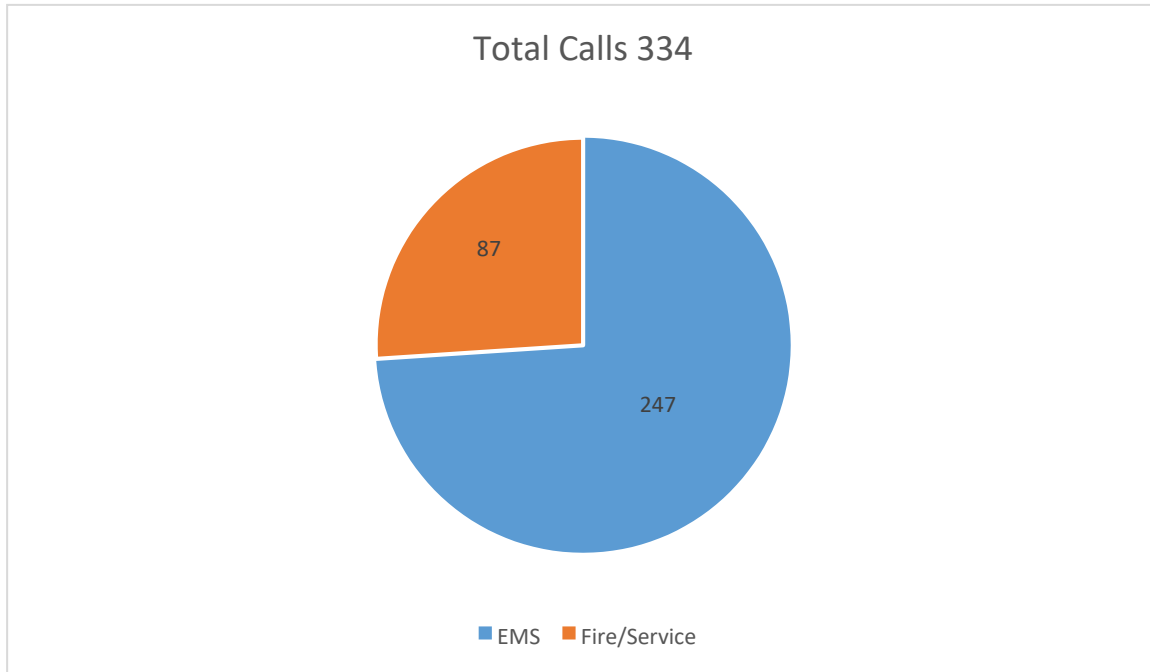
There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn the meeting. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 8:36 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

March 2021 Monthly Report



Calls

The Fire Department responded to 334 calls in the month of March. That is an average of 10.77 calls per day for the month. 74% of the calls were for EMS. 26% were for fire/service calls.

Major Incidents

The Forest Park Fire Department responded for two major incidents during the month of March.

- 1) Assist River Forest with a structure fire at 7964 Chicago.
- 2) Responded to a wrong way driver crash on eastbound I-290 that resulted in both cars catching fire with two fatalities

March 2021 Monthly Report

Fire 7964 Chicago River Forest



March 2021 Monthly Report

Fire 7964 Chicago River Forest



March 2021 Monthly Report

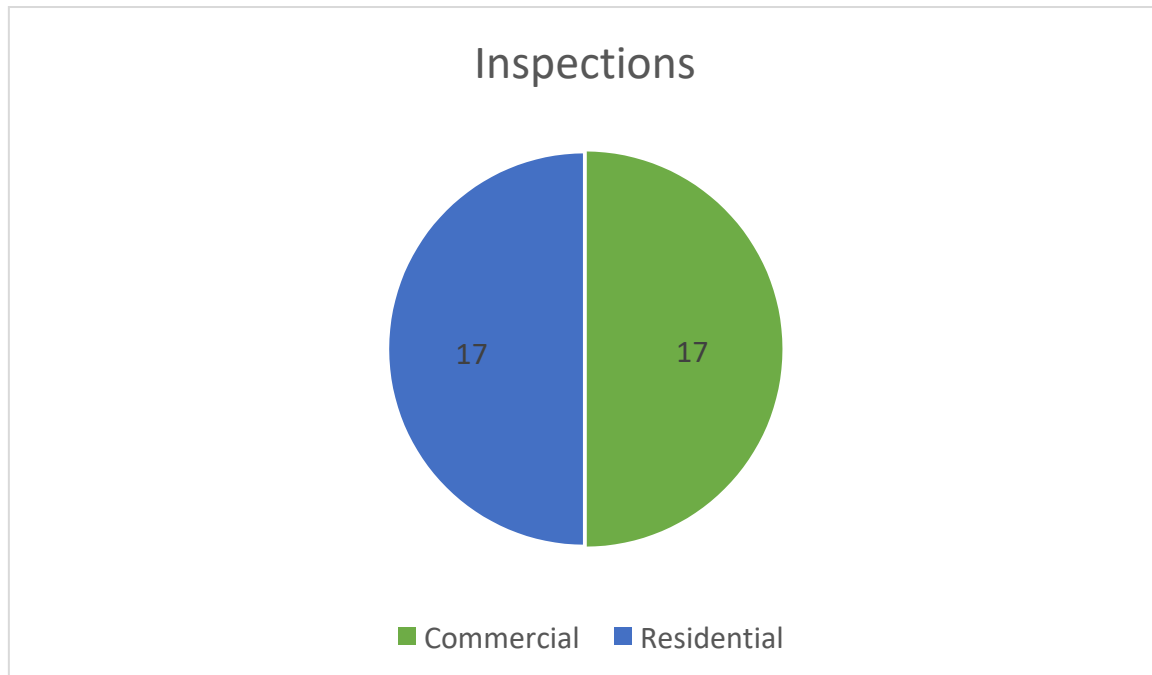
Department Happenings-Mitch Kempka was sworn in as the newest probationary firefighter.

March 2021 Monthly Report

Swearing in of Kempka



March 2021 Monthly Report



Inspections- For the month March we conducted 17 commercial inspections. 10 violations were found and 2 violations were corrected. We conducted 17 residential inspections with 4 violations found and 3 violations corrected. 1 sprinkler/alarm system acceptance test witnessed.

Training

Training for the month of March consisted of

- Monthly EMS 3.5 hours/Shift
- New Firefighter training
- New Officer Training
- New Driver training

Child Safety Seat Installations - 0

Community Involvement- Due to Covid-19 the Fire Department has stopped community contact as much as possible.

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	\$ 12,864.78
Public Affairs	\$ 27,555.02
Police Department	\$ 29,317.41
Community Center	\$ 7.60
Accounts & Finance (Clerks Office)	\$ 162,767.83
Accounts & Finance (Fire Department)	\$ 1,028.30
Department of Health & Safety	\$ 10,939.95
Street Department	\$ 82,988.38
Public Property	\$ 41,998.23
Seizure	\$ 2,380.84
Federal Customs	\$ 16,839.31
TIF	\$ 6,450.31
VIP	\$ 290.00
Water Department	<u>\$ 233,101.65</u>

TOTAL	\$ 628,529.61
--------------	----------------------

ADOPTED BY THE Council of the Village of Forest Park this 26th Day of April, 2021.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4111-210	Forest Park Public Library	04/09/2021	11,153.60
100-00-000-4230-135	Paul Nijensohn	04/06/2021	300.00
100-00-000-4450-121	Passport Labs Inc	03/31/2021	19.61
100-00-000-4450-130	Passport Labs Inc	03/31/2021	1,332.00
100-00-000-4450-140	Passport Labs Inc	03/31/2021	59.57
Refunds and Allocations			12,864.78



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-200	34 Publishing Inc	04/12/2021	400.00
100-10-101-6120-200	Forest Printing	04/15/2021	1,810.09
100-10-101-6120-305	Darien Marion-Burton	04/06/2021	375.00
100-10-101-6120-305	Growing Community Media NFP	02/03/2021	325.00
100-10-101-6150-202	Health Endeavors SC	03/12/2021	745.00
100-10-101-6150-210	Metro Reporting Services LTD	04/09/2021	189.00
100-10-101-6150-210	Metro Reporting Services LTD	04/16/2021	189.00
100-10-101-6150-220	Shavon Wesley	04/14/2021	412.50
100-11-111-6100-120	Techno Consulting Inc	04/01/2021	3,500.00
100-11-111-6110-105	Techno Consulting Inc	04/01/2021	5,325.00
100-11-111-6110-105	Techno Consulting Inc	04/15/2021	750.00
100-11-111-6110-105	Techno Consulting Inc	04/15/2021	1,500.00
100-11-111-6110-110	ITsavvy LLC	12/18/2020	7,470.00
100-11-111-6110-110	Municipal Systems LLC	03/31/2021	2,500.00
100-11-111-6110-110	Techno Consulting Inc	04/01/2021	750.00
100-11-111-6110-110	Techno Consulting Inc	04/01/2021	550.00
100-11-111-6110-110	Techno Consulting Inc	04/01/2021	256.06
100-11-111-6110-110	Techno Consulting Inc	04/15/2021	508.37
Public Affairs			27,555.02



Account Number	Vendor	Invoice Date	Amount
100-12-121-6100-202	Secretary of State Drivers	04/06/2021	10.00
100-12-121-6145-305	Metro Mortuary Transport	04/02/2021	2,080.00
100-12-121-6145-306	Animal Care League	01/28/2020	425.00
100-12-121-6145-306	Animal Care League	02/24/2020	400.00
100-12-121-6145-306	Animal Care League	03/26/2020	50.00
100-12-121-6145-306	Animal Care League	12/04/2020	175.00
100-12-123-6145-202	McDonalds	04/06/2021	177.41
100-12-125-6145-204	Municipal Systems LLC	03/31/2021	26,000.00
	Police Department		29,317.41



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-114	BLUE CAB CO.	03/19/2021	4.00
100-15-154-6170-114	BLUE CAB CO.	03/24/2021	3.60
	Community Center		7.60



Account Number	Vendor	Invoice Date	Amount
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
100-21-211-6110-110	Pitney Bowes INC	03/30/2021	708.50
100-21-211-6120-300	Elmhurst Occupational Health	03/31/2021	120.00
100-21-211-6130-250	Judith Green	04/14/2021	67.14
100-21-211-6140-102	United States Postal Service	04/13/2021	1,397.81
100-21-211-6140-104	Office 8	04/05/2021	244.93
100-21-211-6140-104	Quill	02/03/2021	(10.61)
100-21-211-6140-104	Quill	03/17/2021	80.53
100-21-211-6140-104	Quill	03/25/2021	10.99
100-21-211-6140-104	Quill	03/25/2021	22.90
100-21-211-6140-104	Quill	03/25/2021	94.45
100-21-211-6140-140	Quill	03/17/2021	24.33
100-21-211-6140-140	Quill	03/25/2021	56.57
100-21-211-6150-112	Government Finance Officers Assoc.	03/30/2021	190.00
100-21-211-6150-150	AT&T	04/01/2021	596.03
100-21-211-6150-150	AT&T LONG DISTANCE	04/04/2021	1.20
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	141.84
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	494.50
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	2,772.45
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	3,155.80
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	473.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	04/07/2020	2,337.00
100-21-211-6191-001	POLICE PENSION FUND	04/09/2021	3,752.90
100-21-211-6191-002	Firefighters Pension Fund	04/09/2021	4,086.86
100-22-221-6320-310	Centurion Plumbing Company	04/05/2021	11,992.71
Accounts & Finance (Clerks Office)			162,767.83



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	State Chemical Industrial Products	12/22/2020	263.22
100-30-301-7000-040	SCHAUERS HARDWARE	03/31/2021	11.69
100-30-301-7000-040	Witmer Public Safety Group	03/31/2021	198.37
100-30-303-6100-161	Paramedic Services of Illinois	04/05/2021	14.55
100-30-303-6145-300	EMSAR Inc.	04/06/2021	489.66
100-30-303-6145-300	Linde Gas North America LLC	03/31/2021	50.81
Accounts & Finance (Fire Department)			1,028.30



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	03/11/2021	1,575.00
100-40-401-5000-017	Raymond Traynor	04/12/2021	1,215.00
100-40-401-6140-130	Municipal Systems LLC	03/31/2021	3,600.00
100-40-402-6100-115	Muse Community + Design	03/31/2021	3,042.50
100-40-402-6150-240	Metro Reporting Services LTD	01/18/2021	307.45
100-40-403-6140-206	Smithereen Pest Mgmt Services	04/01/2021	1,200.00
Department of Health & Safety			10,939.95



Account Number	Vendor	Invoice Date	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	03/31/2021	531.84
100-50-502-6185-108	Paulsons Rex Paint	03/31/2021	103.62
100-50-502-6185-112	Republic Services #551	03/15/2021	373.98
100-50-502-6185-501	Republic Services #551	03/15/2021	36,206.48
100-50-502-6185-502	Republic Services #551	03/15/2021	25,478.26
100-50-502-6185-503	Republic Services #551	03/15/2021	3,440.64
100-50-502-6185-505	West Cook County Solid Waste	03/31/2021	16,853.56
	Street Department		82,988.38



Account Number	Vendor	Invoice Date	Amount
100-55-551-6120-300	Steve Knysch	04/06/2021	60.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/19/2021	350.78
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	3,497.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	3,553.27
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	365.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	1,987.86
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	477.63
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	389.66
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2021	1,348.90
100-55-553-6180-160	AEP Energy	03/25/2021	3,234.92
100-55-553-6180-160	Com Ed	03/01/2021	543.10
100-55-553-6180-160	Com Ed	03/01/2021	172.20
100-55-553-6180-160	Com Ed	03/16/2021	164.91
100-55-553-6180-160	Com Ed	03/26/2021	864.83
100-55-553-6180-160	Com Ed	04/14/2021	346.90
100-55-555-6180-100	Brill Hygienic Products	03/26/2021	51.57
100-55-555-6180-100	Quill	03/17/2021	250.26
100-55-555-6180-100	Quill	03/25/2021	141.97
100-55-555-6180-110	Comcast	04/02/2021	50.40
100-55-555-6180-130	Comcast	04/01/2021	374.17
100-55-555-6180-140	Comcast	03/22/2021	170.59
100-55-555-6180-140	Comcast	03/28/2021	2.10
100-55-555-6180-140	Case Lots Inc	04/01/2021	697.50
100-55-570-6155-101	Mohr Oil Company	03/29/2021	5,655.02
100-55-570-6155-101	Mohr Oil Company	03/29/2021	9,908.15
100-55-570-6155-106	Atlas Bobcat LLC	03/23/2021	412.05
100-55-570-6155-106	Factory Motor Parts Co	03/24/2021	68.46
100-55-570-6155-106	Factory Motor Parts Co	03/31/2021	137.88
100-55-570-6155-106	Praxair Distribution INC	03/23/2021	168.73
100-55-570-6155-112	BC Body Craft Inc	03/05/2021	4,415.82
100-55-570-6155-112	Commercial Tire Service	03/26/2021	321.50
100-55-570-6155-112	Guzz Design	03/25/2021	250.00
100-55-585-6180-160	Com Ed	03/29/2021	61.10
100-55-585-6180-322	U.S.ARBOR PRODUCTS INC	03/30/2021	1,504.00

Public Property

41,998.23



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	J.G. UNIFORMS INC	03/24/2021	175.00
230-00-000-6900-230	Nick Petrovic	04/10/2021	75.00
230-00-000-6900-230	R.E. Walsh & Associates Inc	04/01/2021	1,812.50
230-00-000-6900-230	Techno Consulting Inc	04/15/2021	318.34
Seizure			2,380.84



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	03/22/2021	142.60
232-00-000-6900-232	C.G.Professional Services Inc	04/06/2021	336.20
232-00-000-6900-232	C.G.Professional Services Inc	04/06/2021	529.00
232-00-000-6900-232	C.G.Professional Services Inc	04/06/2021	336.20
232-00-000-6900-232	CAPERS	04/01/2021	13,000.00
232-00-000-6900-232	CellTech LLC	03/30/2021	1,000.00
232-00-000-6900-232	ITsavvy LLC	02/04/2021	1,085.31
232-00-000-6900-232	Motorola Solutions StarCom21 Network	04/01/2021	110.00
232-00-000-6900-232	Techno Consulting Inc	04/01/2021	300.00
Federal Customs			16,839.31



Account Number	Vendor	Invoice Date	Amount
301-00-000-6100-115	Kane McKenna and Assoc	03/31/2021	350.00
302-00-000-6100-115	Kane McKenna and Assoc	03/31/2021	350.00
304-00-000-6100-115	Kane McKenna and Assoc	03/31/2021	350.00
304-00-000-6185-700	S & S Electric Service Inc	03/27/2021	5,050.31
309-00-000-6100-115	Kane McKenna and Assoc	03/31/2021	350.00
TIF			6,450.31



Account Number	Vendor	Invoice Date	Amount
312-00-000-7000-312	K-Five	03/26/2021	145.00
312-00-000-7000-312	K-Five	04/01/2021	145.00
		VIP	290.00



Account Number	Vendor	Invoice Date	Amount
501-80-800-6140-102	Suburban Mailing Services Inc	04/01/2021	1,957.74
501-80-800-6145-100	Sal Stella	04/07/2021	300.00
501-80-800-6150-154	Com Ed	03/01/2021	146.25
501-80-800-6150-154	Com Ed	03/01/2021	22.92
501-80-800-6150-154	Com Ed	03/16/2021	37.24
501-80-800-6150-154	Com Ed	03/31/2021	39.59
501-80-800-6150-154	Constellation Energy Services Inc	03/30/2021	3,002.05
501-80-800-6150-154	Constellation Energy Services Inc	03/31/2021	350.47
501-80-800-6800-100	City of Chicago	04/09/2021	191,806.62
501-80-800-6800-111	Suburban Laboratories Inc	06/30/2020	187.50
501-80-800-6800-150	Clear View	04/05/2021	4,992.00
501-80-800-6800-151	Centurion Plumbing Company	04/05/2021	30,152.27
501-80-800-6800-176	Core & Main LP	03/23/2021	107.00
Water Department			233,101.65

RIDGELAND ASSOCIATES INC.

ARCHITECTS
DESIGNERS
PLANNERS
1 Riverside Rd.
Riverside
Illinois 60546
708.435.0300
708.435.0305 fax
www.ridgelandassociates.com

PROFESSIONAL DESIGN FIRM
REGISTRATION No. #184-002595

EXPIRATION DATE: 11/30/2022

FARMINGTON FOODS
FENCE PLAN

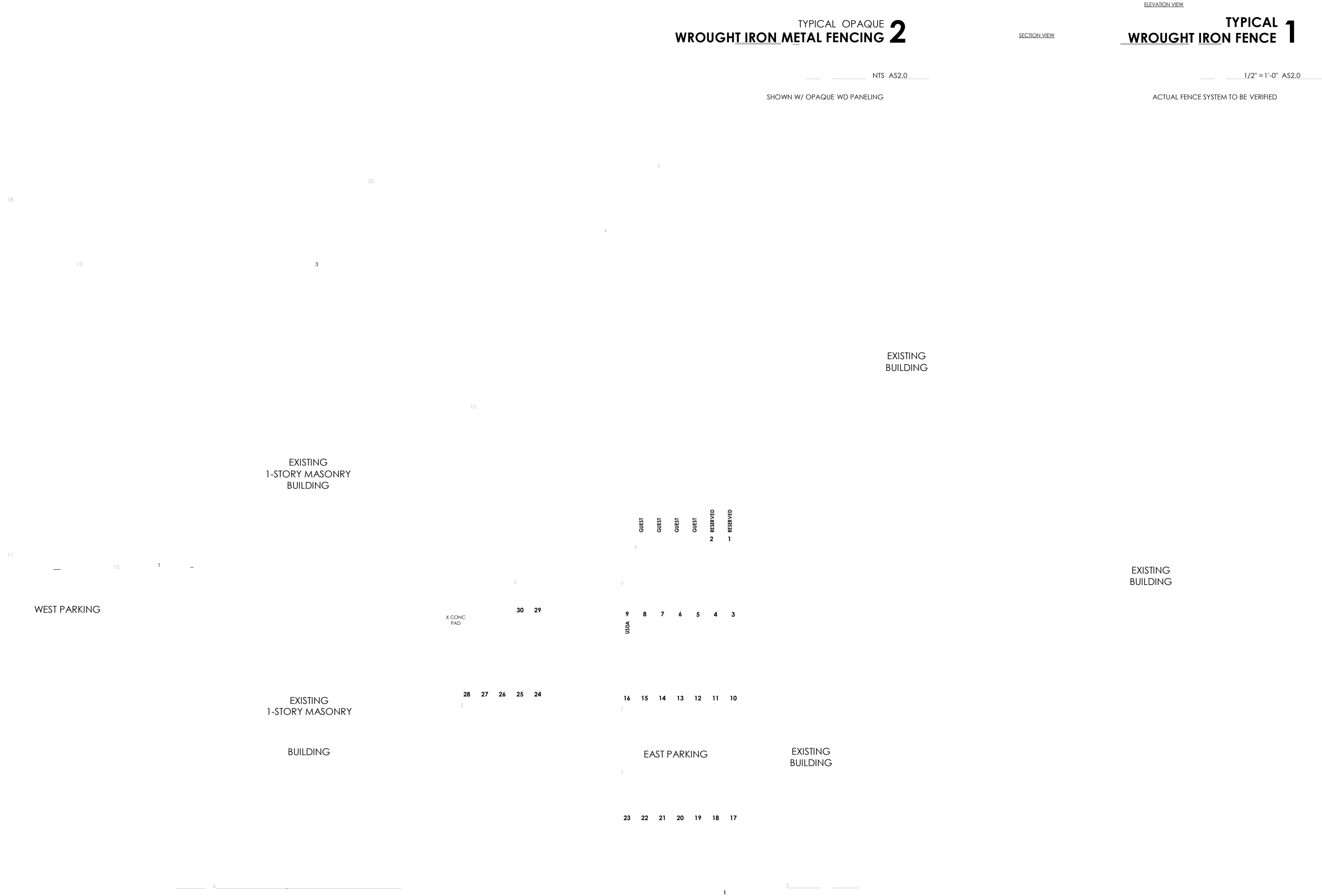
7419 W. Franklin Street, Forest Park, Illinois 60130

Revisions

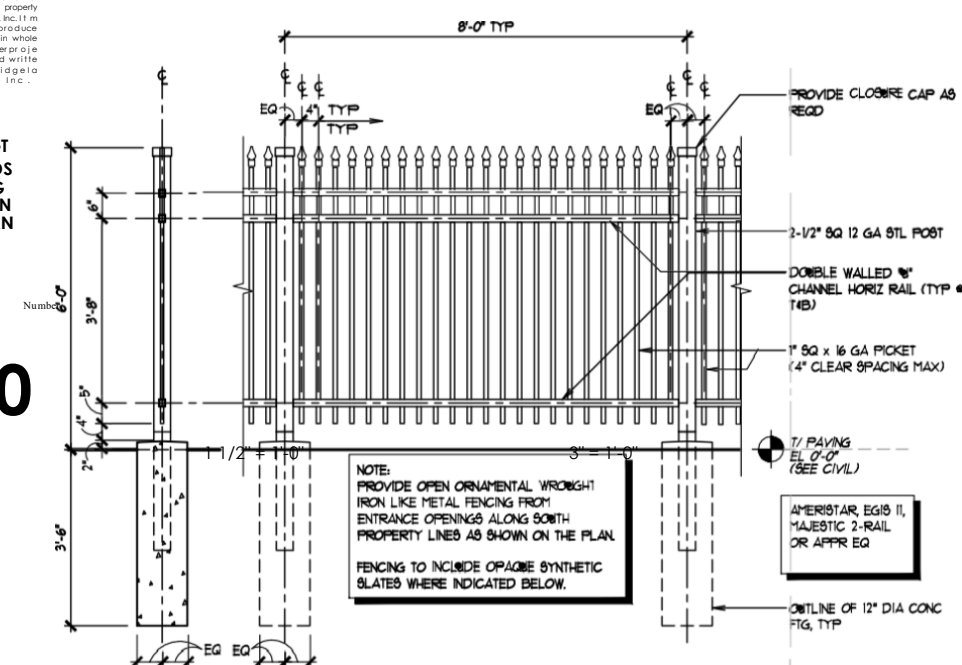
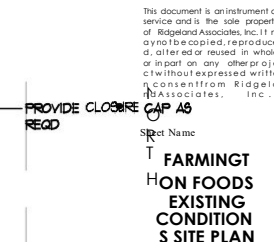
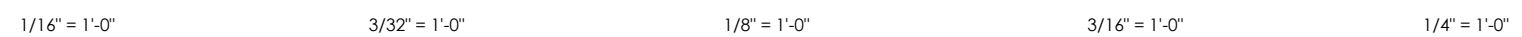
Drawing Date

02/22/21

(ABOVE) S.M.



(ABOVE) SIM.			Project Number			20112		
0 4	' 8 '	1 6 '	48'	32'	0 32" 64" 10'-8"	21'- 4"	0 2' 4" 8"	16' 24' 0



Village of Forest Park

Memorandum

TO: Village Council

FROM: Steve Glinke, Director- Building, Planning, & Zoning

DATE: April 22, 2021

RE: PC2021-01: 7419 W. Franklin Street

At the April 12, 2021 meeting of the Village Council, the applicant and the Village Council agreed to continue the vote on this matter to the April 26, 2021 meeting of the Village Council so that staff and the applicant could come to agreement on a few remaining items. Village staff and the applicant have worked collaboratively during that time and are in agreement on the revised conditions of approval included herein. Staff has a better understanding of operational needs as they relate to on-site circulation of trucks and are recommending the conditions as presented particularly as they relate to Conditions #1, #4, and #5. The applicant has agreed with staff's recommendation for Condition #12 regarding open fencing near entrances. The changes are highlighted for your review.

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Ave. 8th Fl.
Rosemont, IL 60018

Above Space For Recorder's Use Only

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF FOREST PARK

AND

FRANKLIN CONSOLIDATED, LLC

DATED AS OF _____, 2021

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF FOREST PARK
AND
FRANKLIN CONSOLIDATED, LLC**

THIS IS A FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (**"First Amendment"**), dated as of _____, 2021 (**"Effective Date"**), to a Planned Unit Development Agreement (**"Development Agreement"**), dated December 14, 2015, by and between the **VILLAGE OF FOREST PARK**, an Illinois municipal corporation (**"Village"**) and **FRANKLIN CONSOLIDATED, LLC**, an Illinois limited liability company and successor to Franklin Investors, LLC (**"Company"**).

IN CONSIDERATION OF the recitals and the mutual covenants and Agreements set forth in this First Amendment, the Village and the Company agree as follows:

SECTION 1. RECITALS.

A. As of the Effective Date of this First Amendment, the Company is the owner of record of the property located at 7419, 7431, and 7445 Franklin Street, Forest Park, Illinois (**"Subject Property"**), which Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this First Amendment.

B. On or about December 14, 2015, the Village adopted Ordinance No. O-35-15, granting the Company a conditional use permit for a planned unit development, approving a preliminary and final plat of subdivision, and authorizing the execution of the Development Agreement (**"PUD Ordinance"**).

C. Pursuant to the Development Agreement, the Company has the right to develop and use the Subject Property in accordance with the PUD Ordinance and the "Approved Plans," as defined in Section 3 of the Development Agreement (**"Approved Plans"**).

D. Pursuant to Section 9-6-8 of the Village Zoning Regulations (Title 9 of the Forest Park Village Code (**"Zoning Regulations"**)), the PUD Ordinance, and Section 3 of the Development Agreement, the Company has requested an amendment to the PUD Ordinance and the Development Agreement to allow for the construction of an approximately 4,333 square foot addition with a 753 square foot rooftop deck on the eastern portion of the Subject Property commonly known as 7149 Franklin Street (**"Proposed Addition"**), as depicted on plans and drawings attached to this First Amendment as **Exhibit B** (**"Revised Plans"**).

E. On April 12~~26~~, 2021, the Council of the Village of Forest Park adopted Ordinance No. O- 21, amending the PUD Ordinance to authorize the Proposed Addition subject to certain conditions, and approving and authorizing execution of this First Amendment (**"PUD Amendment Ordinance"**).

F. The Village and the Company now desire to amend the Development Agreement, in accordance with Section 3 of the Agreement, to authorize the Proposed Addition in accordance with the PUD Amendment Ordinance and the conditions set forth in this First Amendment.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Development Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Development Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Development Agreement and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. AMENDMENT.

A. Amendment of Approved Plans. Pursuant to Section 3 of the Development Agreement, the Approved Plans are amended to include the Revised Plans. To the extent of any conflict between the Revised Plans and the Approved Plans approved as part of the Development Agreement, the Revised Plans attached to this First Amendment will control.

- a. Application for Zoning Action
- b. Project Narrative ("Planned Development Proposed Addition," 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

B. Additional Requirements. Section 10, entitled "Additional Requirements," of the Development Agreement, is hereby amended to add the following new requirements:

1. Except for deliveries, the on-site ~~truck~~-relocation of Farmington transports will be prohibited between the 7419 building and the two eastern dock doors of the 7431 building buildings on the Subject Property between from 10:00 p.m. and to 56:00 a.m. shall not exceed six transports (transports are defined as a one-way trip). Unless mandated by OSHA, Federal or State of Illinois law, Farmington transports between buildings on the Subject Property will not use back up beepers from 10:00

- p.m. and 5:00 a.m. and will instead use truck back up safety lights.
2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
 4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company ~~will not be permitted to~~ shall not park ~~nor~~ idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
 5. ~~No~~ At no time shall truck refrigerator units ~~are to~~ be used at the western-facing loading docks at the southeast corner of the Subject Property ~~between the hours of 10:00 p.m. and 6:00 a.m.~~
 6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
 7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
 8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
 9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
 10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
 11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
 12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. ~~No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin.~~ The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
 13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
 14. A construction schedule shall be submitted prior to the issuance of a building permit.
 15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 16. Final engineering shall be approved by the Village’s consulting engineer prior to

issuance of building permits for the exterior work.

17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.
18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

SECTION 4. RECORDING: BINDING EFFECT.

A copy of this First Amendment will be recorded in the Cook County Clerk's Recordings Division against the Subject Property at the Company's sole cost. This First Amendment and the privileges, obligations, and provisions contained in this First Amendment run with the Subject Property and inure to the benefit of, and are and will be binding upon, the Company and its personal representatives, successors, and assigns.

SECTION 5. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village Council; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By the Company. The Company hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF FOREST PARK

By: Village Clerk
Rory E. Hoskins, Mayor

ATTEST:

FRANKLIN CONSOLIDATED, LLC
An Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT

A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL

COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
REVISED PLANS

ORDINANCE NO. O-____-21

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A PLANNED UNIT DEVELOPMENT AGREEMENT
AND GRANTING A CONDITIONAL USE PERMIT FOR AN AMENDMENT
TO A PLANNED UNIT DEVELOPMENT FOR FARMINGTON FOODS, IN
THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
(PC 2021-01: 7419, 7431, 7445 Franklin)**

WHEREAS, on December 14, 2015, the Village of Forest Park ("Village") enacted Ordinance No. O-35-15, entitled "AN ORDINANCE AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT AND GRANTING A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, AND APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR FARMINGTON FOODS IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS" ("Original PUD Ordinance") for a planned unit development ("Planned Unit Development") on the property legally described in Exhibit A, attached hereto, and commonly described as "Farmington Foods," located at 7419, 7431, 7445 Franklin Street, Forest Park, Illinois ("Subject Property"); and

WHEREAS, pursuant to the Original PUD Ordinance, the Village and Franklin Investors, LLC entered into a Planned Unit Development Agreement, dated December 14, 2015 ("PUD Agreement") for the Subject Property; and

WHEREAS, Franklin Consolidated, LLC, an Illinois limited liability company ("Company"), as successor and current owner of the Subject Property, has applied for an amendment to the current Planned Unit Development approved by the Original PUD Ordinance to construct an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors), with a 753 square foot rooftop deck area that will connect two existing buildings on the southeastern part of the Subject Property (the "PUD Amendment"); and

WHEREAS, pursuant to Section 9-6-8 of the Village Zoning Ordinance, the proposed PUD Amendment constitutes a major change to the approved Planned Unit Development, due to an overall coverage of the site that exceeds 5%; and

WHEREAS, the Subject Property is located in an I-1 Zoning District within the Village and is granted a conditional use for a Planned Unit Development pursuant to the Original PUD Ordinance; and

WHEREAS, pursuant to proper legal notice, a public hearing on the Company's application for the PUD Amendment was conducted by the Plan Commission on February 1, 2021; and

WHEREAS, on February 1, 2021, the Plan Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to approve the PUD Amendment; and

WHEREAS, it is in the best interest of the Village that the application for the PUD Amendment be approved and that an amendment to the PUD Agreement by and between the Village of Forest Park and the Company ("First Amendment to PUD Agreement") be approved by the corporate authorities of the Village; and

WHEREAS, the Company is ready, willing and able to enter into said First Amendment to PUD Agreement and perform the obligations as required therein.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. Findings: The Corporate Authorities find as follows:

1. The proposed improvements comply with the regulations of the underlying zoning district. The proposed addition complies with the regulations governing the Subject Property, including specifically the regulations of the underlying I-1 zoning district as modified by the Original PUD Ordinance approved in 2015. The proposed addition requires no variations or zoning relief other than approval of the changes to the approved plans to incorporate the proposed addition. The proposed addition does not require any exceptions under the Village Zoning Regulations. The use of the proposed addition will be consistent with the uses on the Subject Property approved by the Village pursuant to the Original PUD Ordinance. The proposed addition will not involve or expand in any way the limitation on cooking of animal products as set forth in the Original PUD Ordinance.
2. The proposed planned development is consistent with the comprehensive plan's future land use map. The proposed addition is consistent with the official planning policies and the comprehensive plan of the Village. Section 2 of the Original PUD Ordinance specifically found that the Planned Unit Development granted in 2015 was consistent with the Village's comprehensive plan and nothing about the proposed addition changes the nature or scope of the Planned Unit Development.
3. The planned development is compatible with and will not diminish the economic value of the surrounding area. The surrounding area includes commercial, industrial, and residential areas. The proposed addition adds no new uses to the Subject Property and

does not change any existing uses on the Subject Property, which uses on the Subject Property, as determined by the Village in 2015 in the Original PUD Ordinance.

4. Based on the scope of the proposed addition, there are no unusual physical, topographical or historical features of the site of the planned development to be preserved. The proposed addition will not interfere with or impact the Village's continued use of the Village water tower located at the north end of the Subject Property. The proposed addition will not impact any unusual physical, topographical or historical features related to the Subject Property.
5. The site is under unified control and has been in operation for several decades. Franklin Consolidated, LLC, an Illinois limited liability company, owns the Subject Property.
6. The proposed uses are consistent with current operations and will not exercise undue detrimental influence upon surrounding properties. The proposed addition adds no new uses to the Subject Property. The Original PUD Ordinance determined that the approved Planned Unit Development would have no detrimental influence on surrounding properties. The proposed addition is consistent with the 2015 approved Planned Unit Development and the proposed addition will not be detrimental to the surrounding properties and will in many respects be beneficial to surrounding properties by, among other things, the inclusion of agreed-upon additional conditions related to the Subject Property and also the removal of three dock doors at the southeast corner of the property on Franklin Street.
7. The planned development will not endanger public health, welfare, or safety. The proposed addition will alter nothing on the Subject Property that would cause any change to the Village Council's previous findings that the existing uses on the Subject Property are compatible with surrounding uses, will minimize impacts on surrounding properties, and will not endanger public health, welfare, or safety. The proposed addition complies with the applicable off-street parking requirements and will not cause any new employees to be hired, so the off-street parking requirements remain complied with and unchanged from the Original PUD Ordinance. The proposed addition will have only negligible impacts on area road operations, will not result in more employees (and thus more cars) and will not create any increase in truck trips.

Section 3. The First Amendment to PUD Agreement between the Village and the Company, a copy of which is attached hereto as Exhibit B and made a part hereof, is hereby approved. Upon receipt from the Company within seven (7) days of the date of this Ordinance of four (4) executed copies of said First Amendment to PUD Agreement, and any money or securities required to be deposited therewith, the Mayor and the Village Clerk are hereby authorized and directed to execute and attest to, respectively, said Amendment to PUD Agreement.

Section 4. Upon execution of the First Amendment to PUD Agreement by the Mayor and Village Clerk, the Subject Property is hereby granted a conditional use for the PUD

Amendment to be developed in accordance with and subject to the provisions of the First Amendment to PUD Agreement.

Section 5. The approval of the conditional use for the PUD Amendment for the Subject Property is subject to the terms and provisions of the Original PUD Ordinance and PUD Agreement, and all other conditions and requirements imposed and set forth in the Village Code and Zoning Code, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein or as modified in the First Amendment to PUD Agreement, and shall be constructed, developed and operated in strict compliance with the testimony presented on behalf of and by the Company and the following plans (“Project Plans”):

- a. Application for Zoning Action
- b. Project Narrative (“Planned Development Proposed Addition,” 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

Section 6. The First Amendment to PUD Agreement between the Village and the Company accurately sets forth all of the agreements between the parties pertaining to the development of the Subject Property.

Section 7. The proposed improvements as approved by the PUD Amendment shall be constructed, developed and operated in strict accordance with the terms and conditions of the Original PUD Ordinance and PUD Agreement, as amended herein, and subject to the following conditions and restrictions:

1. Except for deliveries, the on-site ~~truck~~-relocation of Farmington transports will be prohibited between the 7419 building and the two eastern dock doors of the 7431 building buildings on the Subject Property from between 10:00 p.m. and 5:00 a.m. shall not exceed six transports (transports are defined as a one-way trip). Unless mandated by OSHSA, Federal or State of Illinois law, Farmington transports between buildings on the Subject Property will not use back up beepers from 10:00 p.m. and 5:00 a.m. and will instead use truck back up safety lights.

2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company ~~will not be permitted to~~ shall not park nor idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
5. At no time shall ~~No~~ truck refrigerator units ~~are to be~~ used at the western-facing loading docks at the southeast corner of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.
6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. ~~No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin.~~ The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
14. A construction schedule shall be submitted prior to the issuance of a building permit.
15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
16. Final engineering shall be approved by the Village’s consulting engineer prior to

issuance of building permits for the exterior work.

17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.
18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

Section 8. In all other respects, the terms and provisions of the Original PUD Ordinance and PUD Agreement are ratified and remain in full force and effect.

Section 9. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH

OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FIRST AMENDMENT TO PUD AGREEMENT

ORDINANCE NO. O-____-21

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A PLANNED UNIT DEVELOPMENT AGREEMENT
AND GRANTING A CONDITIONAL USE PERMIT FOR AN AMENDMENT
TO A PLANNED UNIT DEVELOPMENT FOR FARMINGTON FOODS, IN
THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
(PC 2021-01: 7419, 7431, 7445 Franklin)**

WHEREAS, on December 14, 2015, the Village of Forest Park ("Village") enacted Ordinance No. O-35-15, entitled "AN ORDINANCE AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT AND GRANTING A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, AND APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR FARMINGTON FOODS IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS" ("Original PUD Ordinance") for a planned unit development ("Planned Unit Development") on the property legally described in Exhibit A, attached hereto, and commonly described as "Farmington Foods," located at 7419, 7431, 7445 Franklin Street, Forest Park, Illinois ("Subject Property"); and

WHEREAS, pursuant to the Original PUD Ordinance, the Village and Franklin Investors, LLC entered into a Planned Unit Development Agreement, dated December 14, 2015 ("PUD Agreement") for the Subject Property; and

WHEREAS, Franklin Consolidated, LLC, an Illinois limited liability company ("Company"), as successor and current owner of the Subject Property, has applied for an amendment to the current Planned Unit Development approved by the Original PUD Ordinance to construct an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors), with a 753 square foot rooftop deck area that will connect two existing buildings on the southeastern part of the Subject Property (the "PUD Amendment"); and

WHEREAS, pursuant to Section 9-6-8 of the Village Zoning Ordinance, the proposed PUD Amendment constitutes a major change to the approved Planned Unit Development, due to an overall coverage of the site that exceeds 5%; and

WHEREAS, the Subject Property is located in an I-1 Zoning District within the Village and is granted a conditional use for a Planned Unit Development pursuant to the Original PUD Ordinance; and

WHEREAS, pursuant to proper legal notice, a public hearing on the Company's application for the PUD Amendment was conducted by the Plan Commission on February 1, 2021; and

WHEREAS, on February 1, 2021, the Plan Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to approve the PUD Amendment; and

WHEREAS, it is in the best interest of the Village that the application for the PUD Amendment be approved and that an amendment to the PUD Agreement by and between the Village of Forest Park and the Company ("First Amendment to PUD Agreement") be approved by the corporate authorities of the Village; and

WHEREAS, the Company is ready, willing and able to enter into said First Amendment to PUD Agreement and perform the obligations as required therein.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. Findings: The Corporate Authorities find as follows:

1. The proposed improvements comply with the regulations of the underlying zoning district. The proposed addition complies with the regulations governing the Subject Property, including specifically the regulations of the underlying I-1 zoning district as modified by the Original PUD Ordinance approved in 2015. The proposed addition requires no variations or zoning relief other than approval of the changes to the approved plans to incorporate the proposed addition. The proposed addition does not require any exceptions under the Village Zoning Regulations. The use of the proposed addition will be consistent with the uses on the Subject Property approved by the Village pursuant to the Original PUD Ordinance. The proposed addition will not involve or expand in any way the limitation on cooking of animal products as set forth in the Original PUD Ordinance.
2. The proposed planned development is consistent with the comprehensive plan's future land use map. The proposed addition is consistent with the official planning policies and the comprehensive plan of the Village. Section 2 of the Original PUD Ordinance specifically found that the Planned Unit Development granted in 2015 was consistent with the Village's comprehensive plan and nothing about the proposed addition changes the nature or scope of the Planned Unit Development.
3. The planned development is compatible with and will not diminish the economic value of the surrounding area. The surrounding area includes commercial, industrial, and residential areas. The proposed addition adds no new uses to the Subject Property and

does not change any existing uses on the Subject Property, which uses on the Subject Property, as determined by the Village in 2015 in the Original PUD Ordinance.

4. Based on the scope of the proposed addition, there are no unusual physical, topographical or historical features of the site of the planned development to be preserved. The proposed addition will not interfere with or impact the Village's continued use of the Village water tower located at the north end of the Subject Property. The proposed addition will not impact any unusual physical, topographical or historical features related to the Subject Property.
5. The site is under unified control and has been in operation for several decades. Franklin Consolidated, LLC, an Illinois limited liability company, owns the Subject Property.
6. The proposed uses are consistent with current operations and will not exercise undue detrimental influence upon surrounding properties. The proposed addition adds no new uses to the Subject Property. The Original PUD Ordinance determined that the approved Planned Unit Development would have no detrimental influence on surrounding properties. The proposed addition is consistent with the 2015 approved Planned Unit Development and the proposed addition will not be detrimental to the surrounding properties and will in many respects be beneficial to surrounding properties by, among other things, the inclusion of agreed-upon additional conditions related to the Subject Property and also the removal of three dock doors at the southeast corner of the property on Franklin Street.
7. The planned development will not endanger public health, welfare, or safety. The proposed addition will alter nothing on the Subject Property that would cause any change to the Village Council's previous findings that the existing uses on the Subject Property are compatible with surrounding uses, will minimize impacts on surrounding properties, and will not endanger public health, welfare, or safety. The proposed addition complies with the applicable off-street parking requirements and will not cause any new employees to be hired, so the off-street parking requirements remain complied with and unchanged from the Original PUD Ordinance. The proposed addition will have only negligible impacts on area road operations, will not result in more employees (and thus more cars) and will not create any increase in truck trips.

Section 3. The First Amendment to PUD Agreement between the Village and the Company, a copy of which is attached hereto as Exhibit B and made a part hereof, is hereby approved. Upon receipt from the Company within seven (7) days of the date of this Ordinance of four (4) executed copies of said First Amendment to PUD Agreement, and any money or securities required to be deposited therewith, the Mayor and the Village Clerk are hereby authorized and directed to execute and attest to, respectively, said Amendment to PUD Agreement.

Section 4. Upon execution of the First Amendment to PUD Agreement by the Mayor and Village Clerk, the Subject Property is hereby granted a conditional use for the PUD

Amendment to be developed in accordance with and subject to the provisions of the First Amendment to PUD Agreement.

Section 5. The approval of the conditional use for the PUD Amendment for the Subject Property is subject to the terms and provisions of the Original PUD Ordinance and PUD Agreement, and all other conditions and requirements imposed and set forth in the Village Code and Zoning Code, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein or as modified in the First Amendment to PUD Agreement, and shall be constructed, developed and operated in strict compliance with the testimony presented on behalf of and by the Company and the following plans (“Project Plans”):

- a. Application for Zoning Action
- b. Project Narrative (“Planned Development Proposed Addition,” 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

Section 6. The First Amendment to PUD Agreement between the Village and the Company accurately sets forth all of the agreements between the parties pertaining to the development of the Subject Property.

Section 7. The proposed improvements as approved by the PUD Amendment shall be constructed, developed and operated in strict accordance with the terms and conditions of the Original PUD Ordinance and PUD Agreement, as amended herein, and subject to the following conditions and restrictions:

1. Except for deliveries, the on-site relocation of Farmington transports between the 7419 building and the two eastern dock doors of the 7431 building on the Subject Property between 10:00 p.m. and 5:00 a.m. shall not exceed six transports (transports are defined as a one-way trip). Unless mandated by OSHA, Federal or State of Illinois law, Farmington transports between buildings on the Subject Property will not use back up beepers from 10:00 p.m. and 5:00 a.m. and will instead use truck back up safety lights.
2. The applicant shall install new directional off-site and on-site signage for truck

- movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
 4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company shall not park or idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
 5. At no time shall truck refrigerator units be used at the western-facing loading docks at the southeast corner of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.
 6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
 7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
 8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
 9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
 10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
 11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
 12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
 13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
 14. A construction schedule shall be submitted prior to the issuance of a building permit.
 15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 16. Final engineering shall be approved by the Village’s consulting engineer prior to issuance of building permits for the exterior work.
 17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed

to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.

18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

Section 8. In all other respects, the terms and provisions of the Original PUD Ordinance and PUD Agreement are ratified and remain in full force and effect.

Section 9. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH

OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FIRST AMENDMENT TO PUD AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Ave. 8th Fl.
Rosemont, IL 60018

Above Space For Recorder's Use Only

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF FOREST PARK

AND

FRANKLIN CONSOLIDATED, LLC

DATED AS OF _____, 2021

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF FOREST PARK
AND
FRANKLIN CONSOLIDATED, LLC**

THIS IS A FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (**"First Amendment"**), dated as of _____, 2021 (**"Effective Date"**), to a Planned Unit Development Agreement (**"Development Agreement"**), dated December 14, 2015, by and between the **VILLAGE OF FOREST PARK**, an Illinois municipal corporation (**"Village"**) and **FRANKLIN CONSOLIDATED, LLC**, an Illinois limited liability company and successor to Franklin Investors, LLC (**"Company"**).

IN CONSIDERATION OF the recitals and the mutual covenants and Agreements set forth in this First Amendment, the Village and the Company agree as follows:

SECTION 1. RECITALS.

A. As of the Effective Date of this First Amendment, the Company is the owner of record of the property located at 7419, 7431, and 7445 Franklin Street, Forest Park, Illinois (**"Subject Property"**), which Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this First Amendment.

B. On or about December 14, 2015, the Village adopted Ordinance No. O-35-15, granting the Company a conditional use permit for a planned unit development, approving a preliminary and final plat of subdivision, and authorizing the execution of the Development Agreement (**"PUD Ordinance"**).

C. Pursuant to the Development Agreement, the Company has the right to develop and use the Subject Property in accordance with the PUD Ordinance and the "Approved Plans," as defined in Section 3 of the Development Agreement (**"Approved Plans"**).

D. Pursuant to Section 9-6-8 of the Village Zoning Regulations (Title 9 of the Forest Park Village Code (**"Zoning Regulations"**)), the PUD Ordinance, and Section 3 of the Development Agreement, the Company has requested an amendment to the PUD Ordinance and the Development Agreement to allow for the construction of an approximately 4,333 square foot addition with a 753 square foot rooftop deck on the eastern portion of the Subject Property commonly known as 7149 Franklin Street (**"Proposed Addition"**), as depicted on plans and drawings attached to this First Amendment as **Exhibit B** (**"Revised Plans"**).

E. On April 26, 2021, the Council of the Village of Forest Park adopted Ordinance No. O- -21, amending the PUD Ordinance to authorize the Proposed Addition subject to certain conditions, and approving and authorizing execution of this First Amendment (**"PUD Amendment Ordinance"**).

F. The Village and the Company now desire to amend the Development Agreement, in accordance with Section 3 of the Agreement, to authorize the Proposed Addition in accordance with the PUD Amendment Ordinance and the conditions set forth in this First Amendment.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Development Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Development Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Development Agreement and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. AMENDMENT.

A. Amendment of Approved Plans. Pursuant to Section 3 of the Development Agreement, the Approved Plans are amended to include the Revised Plans. To the extent of any conflict between the Revised Plans and the Approved Plans approved as part of the Development Agreement, the Revised Plans attached to this First Amendment will control.

- a. Application for Zoning Action
- b. Project Narrative ("Planned Development Proposed Addition," 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

B. Additional Requirements. Section 10, entitled "Additional Requirements," of the Development Agreement, is hereby amended to add the following new requirements:

1. Except for deliveries, the on-site relocation of Farmington transports between the 7419 building and the two eastern dock doors of the 7431 building on the Subject Property between 10:00 p.m. and 5:00 a.m. shall not exceed six transports (transports are defined as a one-way trip). Unless mandated by OSHA, Federal or State of Illinois law, Farmington transports between buildings on the Subject Property will not use back up beepers from 10:00 p.m. and 5:00 a.m. and will instead

- use truck back up safety lights.
2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
 4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company shall not park or idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
 5. At no time shall truck refrigerator units be used at the western-facing loading docks at the southeast corner of the Subject Property.
 6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
 7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
 8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
 9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
 10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
 11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
 12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
 13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
 14. A construction schedule shall be submitted prior to the issuance of a building permit.
 15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 16. Final engineering shall be approved by the Village’s consulting engineer prior to issuance of building permits for the exterior work.
 17. No building permits and no Certificate of Occupancy for the Subject Property shall

be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.

18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

SECTION 4. RECORDING: BINDING EFFECT.

A copy of this First Amendment will be recorded in the Cook County Clerk's Recordings Division against the Subject Property at the Company's sole cost. This First Amendment and the privileges, obligations, and provisions contained in this First Amendment run with the Subject Property and inure to the benefit of, and are and will be binding upon, the Company and its personal representatives, successors, and assigns.

SECTION 5. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village Council; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By the Company. The Company hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF FOREST PARK

By: Village Clerk
Rory E. Hoskins, Mayor

ATTEST:

FRANKLIN CONSOLIDATED, LLC
An Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT

A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL

COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
REVISED PLANS

ORDINANCE O - _____ - 21

**AN ORDINANCE TEMPORARILY AMENDING HOURS OF SALE AND DELIVERY
OF ALCOHOLIC LIQUOR IN CLASS A1, A7 AND A8 LIQUOR LICENSED
ESTABLISHMENTS IN THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) are expressly authorized by Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) to regulate, by general ordinance the number, kind and classification of liquor licenses within the Village; and

WHEREAS, the corporate authorities of the Village are further authorized to establish regulations and restrictions upon the Village’s local liquor licenses not inconsistent with law as the public health, safety and welfare may require; and

WHEREAS, the corporate authorities of the Village find that it is necessary, desirable and in the public interest that the Village temporarily amend the hours of operation of certain liquor licensed establishments to limit the hours of operation, to reasonably and necessarily respond to and address the increasingly frequent events of overcrowding, public disturbances and nuisance activities related to late hour drinking establishments.

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

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance.

Section 2. That effective May 1, 2021 to and until December 31, 2021, or as may be further modified, repealed or extended by the corporate authorities of the Village, no alcoholic liquor shall be sold, delivered, given away or consumed on the premises of Class A1, Class A7 or Class A8 Village of Forest Park liquor license holders between the hours of two o’clock (2:00)

a.m. and seven o'clock (7:00) a.m. on Saturdays and Sundays and between the hours of one o'clock (1:00) a.m. and seven o'clock (7:00) a.m. on all other days.

Section 3. The provisions of this Ordinance are hereby declared to be severable; and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of this sections phrases, or provisions.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF
FOREST PARK AND AUTOMOBILE MECHANICS' LOCAL 701, IAM&AW**

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

Section 1. That certain agreement between the Village of Forest Park and the
Automobile Mechanics' Local No. 701, IAM&AW, a copy of which is attached hereto as
Exhibit "A," is hereby approved.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to
execute and attest, respectively, said agreement, subject to the prior execution of said agreement
by representatives of the Automobile Mechanics' Local No. 701, IAM&AW, and the Participation
Agreement for the Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund, a
copy of which is attached hereto as Exhibit "B."

Resolved this 26th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT
BETWEEN
THE VILLAGE OF FOREST PARK
AND
AUTOMOBILE MECHANICS' UNION
LOCAL NO. 701, IAM & AW

Expiring April 30, 2024

983935.2

TABLE OF CONTENTS

Article 1 – Recognition	1
Article 2 – Management Rights	1
Article 3 – Union Security Clause.....	1
Article 4 – Grievance Procedure	2
Article 5 – Job Description and Working Conditions	3
Article 6 – Pension	4
Article 7 – Holidays.....	4
Article 8 – Vacations.....	4
Article 9 – Sick and Personal Leave.....	5
Article 10 – Health & Welfare	6
Article 11 – Drug and Alcohol Prohibition.....	7
Article 12 – Subcontracting.....	9
Article 13 – Uniforms.....	10
Article 14 – Salary.....	10
Article 15 – Discipline.....	10
Article 16 – No Strike, No Lockout	11
Article 17 – Miscellaneous.....	12
Article 18 – Deferred Compensation.....	13

AGREEMENT

This Agreement made and entered into by and between the Village of Forest Park (the "Village" or "Employer") and Automobile Mechanics' Union Local No. 701, IAM&AW, 450 Gundersen Drive, Carol Stream, Illinois 60188 (the "Union") is for the purpose of establishing harmonious labor relations between these organizations.

Article 1 - Recognition

The Village recognizes the Union as the exclusive representative of all employees in the job classifications of Fleet Mechanic and Helper. The Village shall not engage in individual negotiations with any member of the bargaining unit.

Article 2 - Management Rights

The Village retains the right to manage and direct the operation and affairs of the Village, the type and quantities of equipment and materials and the method of operation, direct the workforce, including but not limited to determining the size and composition of the workforce, allocate and assign work, establish work and safety rules, discipline employees, and establish and enforce reasonable rules and regulations as long as such determinations are not in conflict with the terms of this Agreement.

Article 3 - Union Security Clause

Section 1. Upon receipt by the Employer of a check-off authorization in the form dated and executed by an employee, the Employer shall deduct, from the wages owed to such employee for the first two (2) payroll periods in each calendar month following receipt of such checkoff authorization, until such check-off authorization is revoked by the employee in accordance with the terms thereof and set forth in Section 2 of this Article, one-half (1/2) of the Union's monthly membership dues for the month in which such deduction is made and any required initiation or reinstatement fee as set forth in this Agreement and the by-laws of the Lodge. The Employer shall deduct from an employee's wages only that amount of money which the Union has certified to the Employer, in writing.

Section 2. The Employer shall not deduct any monies from an employee's wages pursuant to Section 1 of this Article, unless the check-off authorization executed by the employee is on an official deduction authorization card provided by the Union, a copy of which is attached hereto as Appendix "A." Such cards shall be supplied by the Union. The Check-off Authorization shall be irrevocable for a period of one (1) year following the execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods or until the

expiration of the collective bargaining agreement, whichever occurs sooner, unless written notice of revocation of this Check-off Authorization, executed by the employee, is delivered to the Village and to the Union not more than twenty (20) and not less than five (5) days prior to the annual anniversary of the employee's execution hereof, or during any period when there is no collective bargaining agreement in effect obligating the Village to honor this Check-off Authorization.

Section 3. Dues Remittance. The Employer agrees to deduct from the pay of each employee, who has executed an authorization card, such amounts designated by the Union for dues, fees, or assessments. The Employer further agrees to remit to the Union the amounts so deducted within fifteen (15) days after the last day of each month, accompanied by a statement containing the names of the employees and the amounts withheld from each.

Section 4. The Union hereby indemnifies and agrees to hold the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the employer for the purpose of complying with the provisions of this article.

Section 5. Union Access to Facility: A Union representative shall be permitted access to the Employer's facility for the purpose of conducting Union business, provided such access shall not disrupt the Villages normal operations.

Article 4 - Grievance Procedure

It is understood that the Village has the right to discipline employees, up to and including discharge, and that any dispute or difference of opinion between the Village and the Union over such discipline or any dispute or difference of opinion between the Village and the Union, or between the Village and of its employees covered by this Agreement involving meaning, interpretation or application of the provisions of this Agreement shall be considered a grievance and will be handled in the following manner:

Step One: Any employee who believes he has a grievance shall discuss it with his immediate supervisor either alone or accompanied by an authorized Union Representative, as the employee may desire. The parties agree that grievances shall be filed promptly and, therefore, any employee who has a grievance must raise it as soon as possible, but not later than ten (10) working days after the occurrence of the event giving rise to the grievance (or within ten (10) working days after the event became known to the employee). The Supervisor shall give his answer to the employee and the Union within ten (10) working days after said discussion. If the Supervisor's verbal answer is not satisfactory, the employee or the Union Representative may, within five (5) working days following receipt of the Supervisor's answer, file a written grievance on a form furnished by the Union, setting forth the nature of the grievance and the contact provision(s) involved. This grievance will be answered by the appropriate member of management in writing, within five (5) working days after receipt of the written grievance.

Step Two: If the grievance is not settled satisfactorily as provided in Step One above, the specific nature of the grievance shall be referred in writing by the appropriate Union Representative to the Village Administrator within ten (10) work days after receipt of the written answer in Step One above. A meeting between the Village Administrator, the employee, if necessary, and the Union Representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, and the Union desires to appeal the matter, it may appeal to arbitration by giving written notice of its desire to arbitrate to the appropriate management representative within ten (10) working days after the date of the meeting mentioned in this Step. The parties shall attempt to agree upon an arbitrator within ten (10) days of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list. The party requesting arbitration shall then strike one (1) name from the list and the other party shall then strike one (1) name alternatively. This process shall continue until only one name remains. The person whose name remains shall be notified of his selection by a joint letter from the Village and the Union, and the letter shall specify the issue(s) to the arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him in writing by the Village and the Union, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. If the matters sought to be arbitrated do not involve an interpretation of terms or provisions of this Agreement, the arbitrator shall so rule in the award and the matter shall not be further entertained by the arbitrator. The award of the arbitrator shall be final and binding on the Village, the Union and the employee(s) involved. The expenses of the arbitrator, including his fee, shall be divided equally between the parties.

Article 5 - Job Description and Working Conditions

Job descriptions for all bargaining unit positions shall be kept on file with the Village and shall be available for inspection upon request. The Union shall be given notification of any changes made to bargaining unit job descriptions.

Newly hired bargaining unit employees shall serve a probationary period of ninety (90) days from their date of hire during which time such employees may be discharged for any reason. Upon written notice from the Village the probationary period shall be extended an additional ninety (90) days. Upon successful completion of the probationary period, an employee's seniority shall revert back to his or her date of hire.

For the purposes of this Agreement, the work day for the position of Mechanic shall be flexible between 6:00 a.m. to 5:00 p.m. consisting of 8 ½ working hours, Monday through Friday, with a ½ hour unpaid duty-free lunch period as scheduled by the appropriate Supervisor. Hours worked in excess of eight (8) hours per day or 40 hours per week (Monday through Friday) shall be considered overtime hours and shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay, provided however that in calculating those hours

constituting the 8 hour day or 40 hour week, vacation, sick leave and personal leave shall not be included. Holidays shall be considered time worked when calculating overtime.

Article 6 - Pension

The Village shall deduct and remit the employees' required contributions to the Illinois Municipal Retirement Fund (IMRF). The Village shall also make the employer's required IMRF contribution for each covered employee.

Article 7 - Holidays

Full-time permanent employees of the Village will receive the following paid holidays:

- | | |
|---------------------------|---------------------|
| 1. New Years Day | 6. Labor Day |
| 2. Presidents Day | 7. Columbus Day |
| 3. Martin Luther King Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

If one of the holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed on the preceding Friday. To be eligible for holiday pay, the employee must have worked regularly scheduled hours on the workday preceding and following the holiday. If a holiday falls within an employee's vacation period, the employee shall be entitled to an additional day off at the beginning or the end of the vacation period, or at the Village's discretion, pay in lieu of that day. Automatic additional pay will not be given for the holiday. Holiday pay shall be at the employee's regular straight time rate, times his or her regularly scheduled hours (not to exceed eight hours). An eligible employee on sick leave due to job related illness or accident or outside illness or accident shall not accrue an additional day of pay if the holiday occurs during the absence of the employee. Employees who work on a holiday shall be paid double time.

Article 8 - Vacations

Full-time employees shall be entitled to paid vacation according to the following schedule:

Less than one (1) year	No vacation
After one (1) year	Ten (10) work days
After eight (8) years	Fifteen (15) work days
After fifteen (15) years	Twenty (20) work days
Each year over 15 years	One additional day per year up to 25 work days

Vacation time must be taken within the year in which the time is earned and may not be accumulated from year to year, except that an employee may carry forward no more than 40 hours of vacation, with the prior approval of the Village Administrator. Vacations must be scheduled in advance and are subject to the approval of the Village Administrator or his designee. Vacation requests shall not be unreasonably denied.

An employee who separates employment shall receive payout for all earned and unused vacation time.

Article 9 - Sick and Personal Leave

Effective May 1, 2010, full-time permanent employees shall be entitled to accrue one and one-half (1.5) sick days of paid sick leave per month of service (18 days per year). Sick leave may be used for disability due to illness or non-work related injury that causes an employee to be unable to perform the functions and duties of his position. An employee sustaining an illness or off-duty injury shall be obligated to secure all reasonable necessary medical treatment to ensure complete and speedy recovery. An employee who finds it necessary to be absent from work for any medical reason shall contact the supervisor or person in charge of the Department prior to the beginning of the employee's regular work day.

Effective May 1, 2010, employees of the bargaining unit shall be eligible to accrue sick leave to a maximum of two hundred forty (240) days in their sick leave bank for the purposes of retirement contribution for service credit. In addition, for accrual purposes, any bargaining unit member employed by the Village on May 1, 2010 shall be given credit for the number of sick leave days earned under the prior program of earning four (4) sick leave days per year, less the number of sick leave days actually taken during their career (*i.e.*, from the date of hire with the Village until May 1, 2010). Subject to the rules, regulations, policies and determinations of the Illinois Municipal Retirement Fund ("IMRF"), an employee who is leaving his or her employment with the Village for retirement may receive a maximum of one (1) year of additional service credit by converting unused, unpaid sick leave at the rate of one (1) month of service credit for every twenty (20) days of unused sick leave credit; this credit cannot be used for any purpose prohibited or disallowed by IMRF.

In the event that an employee exhausts the sick leave accrual, the employee shall receive no further pay for sick leave.

Full-time permanent employees shall be provided two (2) paid personal days each calendar year, to be approved by the appropriate supervisor in advance. Personal days are not cumulative and cannot be carried over to the next calendar year. Personal leave requests shall not unreasonably be denied.

Article 10 - Health & Welfare

The Employer agrees that it shall make a weekly contribution in the amount defined in the schedule below to the Automobile Mechanics' Local No. 701 Premier Plus Plan of Benefits Welfare Fund for each employee who performs any service for the employer (except as modified in this Article), even when such work is not performed under the terms of the collective bargaining agreement. The Employer will make the required contribution for new employees from the date of hire.

Any disagreement with respect to the eligibility, time, method of payment, payments during periods of employee illness or disability, methods of enforcement of payment and related matters shall be determined by the Trustees of the Fund. The Fund shall in all respects be administered in accordance with the Trust Agreement drawn.

Payments shall be made so as to reach the Welfare Fund Office no later than the tenth (10th) of the following month on the following basis:

Employer required contributions:

Effective	5-01-2021	\$337.00	per week per employee
Effective	5-01-2022	\$370.00	per week per employee
Effective	5-01-2023	\$391.00	per week per employee

- A. If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of twenty-six (26) weeks or until the employee returns to work or takes other employment, whichever period is shorter.
- B. If an employee is absent because of occupational illness or injury, the required contribution shall be made by the employer until such time as the employee:
 - 1. Returns to employment, or takes other employment, but in no event for a period longer than fifty-two (52) weeks;
 - 2. Is certified by a physician medically and physically capable of returning to employment, but in no event for a period longer than fifty-two (52) weeks;
 - 3. Obtains a final insurance settlement in compensation for illness or injury, but in no event for a period longer than fifty-two (52) weeks; or
 - 4. Otherwise fails to report to work when able after an "on the job" injury or illness, or for a period of fifty-two (52) weeks, whichever period is shorter.

The obligation to make the above required contribution shall continue during periods when the collective bargaining agreement is being negotiated and during periods when the

employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as vacations, funeral leave, and holidays, further the employer agrees to remit the sum of one week of the above contribution for each thirty day period during a layoff for each employee laid off until such time the employee returns to work or self-terminates employment.

All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the employee making satisfactory arrangements for paying the required weekly contribution to the Health and Welfare Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence, not to exceed twenty-six (26) weeks.

The Employer agrees to sign any Participation Agreement required by the Welfare Fund in order to perform its obligations pursuant to this Agreement.

Article 11 - Drug and Alcohol Prohibition

The Village and the Union are committed to addressing the problems of substance abuse in order to ensure the safety of the working environment, employees, and the public, and to providing employee with access to necessary treatment and rehabilitation assistance. Employees are strongly encouraged to seek and receive treatment prior to such problems affecting job performance.

The use, possession, sale or distribution of any illegal drug or being under the influence of alcohol or any illegal drug or unprescribed prescription drug on Village property, in Village-owned vehicles or while on duty is grounds for immediate discipline, up and including discharge.

The Village will not conduct random testing of employees nor shall there be any drug/alcohol testing for any reasons other than those stated in this Agreement.

Voluntary Treatment - Employees shall be permitted to take an unpaid leave of absence for the purpose of undergoing substance abuse treatment pursuant to an approved program for alcohol or drug abuse. The leave of absence must be presented prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of forty-five (45) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by the Agreement except continued accrual of seniority. The Village shall continue to pay pension and Health and Welfare contributions as defined in Articles 6 and 10 of this Agreement.

Prior to reinstatement, an employee must submit a physician statement certifying he/she has successfully completed the treatment program. Upon being reinstated, the employee will be subject to three (3) additional tests for alcohol or drugs without prior notice, with two (2) tests to occur within six (6) months of the employee's return to employment, and the third test to occur within twelve (12) months of the employee's return to employment. A positive test or a refusal to submit to testing shall result in discharge without warning.

The provisions of this Section shall not apply to probationary employees.

Circumstances for Testing - When the Village has reasonable suspicion that an employee is under the influence of alcohol or drugs, the Village may require that the employee immediately go to a medical facility to provide both urine and blood specimens for the purpose of testing by a licensed physician. Reasonable suspicion may constitute, but is not limited to, the following:

- I. Slurred speech;
- II. Alcohol on breath;
- III. Inability to walk a straight line;
- IV. Erratic equipment operation;
- V. An accident;
- VI. Physical or verbal altercations;
- VII. Possession of alcohol or drugs;
- VIII. Information obtained from a reliable source; and
- IX. Observation of any employee using alcohol or drugs, or distributing alcohol or drugs on Village property.

Should a supervisor, who is trained and certified in observation of substance abuse, conclude that a reasonable suspicion exists concerning the affected employee, testing procedures shall commence.

Testing Procedures - In conducting testing authorized by this policy, the Village shall:

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
2. Insure that the laboratory or facility selected conforms to all NIDA standards.
3. Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity and identity of each sample and test result.
4. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
5. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted or will attempt to compromise the accuracy of the testing procedure. For purposes of this subsection, blood may be drawn at Loyola Medical Center.

6. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
7. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests.
8. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
9. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the Village from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence.
10. Provide the employee tested with a copy of all information and reports received by the Village in connection with the testing and results.
11. Insure that no employee is subject of any adverse employment action except emergency, temporary reassignment, or relief from duty with pay during the pendency of any testing procedure. Any such emergency, reassignment, or relief from duty shall be immediately discontinued in the event of a negative test result.

Nothing contained in this Article shall limit the Village's right to discipline employees for misconduct, provided such discipline shall not be increased due to an employee's alcohol or drug use.

Article 12 - Subcontracting

The Village will not subcontract work solely for the purpose of eliminating bargaining unit positions, provided, however, that work may be subcontracted when a bargaining unit member is unable or unavailable to do the work.

If work is sublet the Village shall send the work to a Local 701 represented shop if available.

Article 13 - Uniforms

The Village agrees to furnish five (5) shirts per week to each employee to be replaced by the Village as necessary. The kind of uniform to be used shall be at the discretion of the Village. Employees are required to wear the uniform properly and in its entirety. In addition, commencing May 1, 2011, the Village will reimburse bargaining unit member(s) up to one hundred fifty dollars (\$150.00) per year for the purchase of steel-toed safety boots, upon presentation of receipts for same.

Article 14 - Salary

Employee shall receive salary and benefits in accordance with the following schedule:

Mechanic Minimum Wage Rate

Effective*	5/01/2021 through 4/30/2022	\$33.92/hr
Effective*	5/01/2022 through 4/30/2023	\$34.68/hr
Effective*	5/01/2023 through 4/30/2024	\$35.55/hr

* If at any time during this Agreement, the formula used to determine the Village's state-shared revenue from the Local Government Distributive Fund ("LGDF") is reduced by 10% or more from the formula used to determine the Village's LGDF revenue for State Fiscal Year 2019 (July 1, 2018– June 30, 2019), or if real property taxes are frozen by action of the General Assembly, then Village may reopen the Agreement for negotiations upon notification to the Union. Thereafter, the Union may reopen this Agreement to negotiate wages upon notification to the Village if the LGDF reduction falls below 10% and property taxes are not frozen by action of the General Assembly. This paragraph shall no longer be in effect at the expiration of this Agreement.

Tool Allowance – The Village will provide an annual tool allowance to one mechanic, to be paid in the first pay period of each calendar year in the amount of three hundred dollars (\$300.00) provided the mechanic timely demonstrates proof of purchase of tools that are actually used by the mechanic on Village owned vehicles. Effective May 1, 2021, the annual tool allowance shall be four hundred dollars (\$400.00).

Article 15 - Discipline

Section 1. Discipline and Discharge. The Village and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Disciplinary action may be issued for violations of reasonable employer rules, directives, policies or regulations.

Disciplinary action instituted by the employer shall be timely and for just cause and shall consist of the following actions:

- A. Oral Warning
- B. Written Warning
- C. Discharge

Section 2. Verbal Warning. The employer shall discuss the circumstances surrounding the alleged violation with the employee.

Section 3. Warning Notices. Employees may be discharged for cause, including, but not limited to, theft; drunkenness, consumption or use of controlled substance on the job, or illegal drugs on the job site in accordance with substance abuse policy in this agreement; refusal to do work for which they were employed. For other reasons, employees will be given at least two (2) written "warning notices", with a copy to the Union. A third written letter must be issued at the time of discharge; if the employee is not discharged on the third letter, the employer must issue an additional written letter at the time the employee is discharged. Written notices may be issued for violations of reasonable employer rules, directives, policies or regulations, as well as for poor work performance, subject to the principles of progressive discipline (i.e., verbal and written warning). Any warning notice shall invalid after twelve (12) months from the date of issuance.

Any violation resulting in a written warning and/or discharge shall be presented to the employee and the Union before any disciplinary action may be taken. The employer shall notify the Union in advance of any discharge.

Disciplinary action must be presented to the employee and a copy mailed to the Union within fifteen (15) work days following an infraction. Any disciplinary action presented to the employee and the Union in excess of the established period shall invalidate the infraction.

Article 16 - No Strike, No Lockout

Section 1. The Village agrees that so long as this agreement is in effect there shall be no lockouts. The Union, its officers, agents, members and employees covered by this agreement agree that so long as this agreement is in effect, there shall be no strikes, sitdowns, slowdowns, stoppages of work, sympathy strikes, boycott or any unlawful acts that interfere with the Employer's operations or the sale of its products, and that they will take all affirmative action legally available to prevent and stop any that occur in disregard of this commitment.

This section shall not prohibit the Union's right to strike under Section 2 of this Article.

Section 2. Notwithstanding any other provisions of this agreement to the contrary, if the employer fails or refuses to remit the monthly Pension Fund or Health and Welfare contribution herein provided within twenty (20) days after a notice of delinquency is mailed to the Employer via certified mail by the Administrator/s of the Pension Fund/s or Health and Welfare Fund then in such event, the Union without the necessity of giving any other or further

notice shall have the right to strike or take such legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Employer shall be responsible to the employees for any losses of any pension and/or health benefits resulting therefrom.

Section 3. The Union shall not have the right to strike as herein provided, if the Employer notifies the Administrator of the Pension Fund or Health and Welfare Fund in writing that a dispute exists concerning the amount of or liability for such contributions and the Employer agrees to and does commence to avail themselves of the grievance procedures as set forth in this agreement. In the event the Employer refuses to use the grievance procedure, the Union shall have the right to strike as hereinabove provided.

Section 4. If a strike is an effect and lives could be endangered, due to a generator set failure or a similar situation, employees will be permitted to perform necessary repairs to remove the life-threatening situation.

Section 5. It shall not be cause for discipline or discharge for an employee to refuse to work behind or refuse to cross a Union recognized, authorized or sanctioned picket line, for fear of their safety.

Article 17 - Miscellaneous

Additional Bargaining Unit Positions - In the event the Employer staffs the position of Helper, hires additional Mechanics or creates other similar positions which merit inclusion in the bargaining unit, the Employer shall, upon demand by the Union, promptly commence negotiations with the Union regarding the wages, hours and terms and conditions of employment for such positions. Furthermore, upon the bargaining unit exceeding one (1) member, the Village shall, at the request of the Union, commence negotiations regarding seniority, layoff and recall rights for bargaining unit employees.

Savings Clause - If any section, provision, paragraph, phrase, clause or word contained in this Agreement is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect. In such event, upon the request of either party, the parties shall promptly meet and discuss any Article of Section rendered or declared void, invalid or contrary to law.

Entire Agreement - This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangement, and communications between the parties concerning such subject matter, whether oral or written.

CDL Requirements - Each bargaining unit employee is required to hold a CDL license and comply with Department of Transportation Standards as it pertains to this license.

Duration - This Agreement shall become effective upon execution by both parties, and shall remain in effect through and including April 30, 2024, and shall continue from year to year thereafter unless notice in writing is given by either party desiring a change sixty (60) days before the expiration date, or any subsequent year thereafter.

Notices – All notices to be given hereunder shall be given in person or by registered or certified mail, return receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to other.

To Village: Village of Forest Park
Attn: Village Administrator
517 Desplaines Avenue
Forest Park, Illinois 60130

To Union: Automobile Mechanics' Local No. 701
Attn: Business Representative
450 Gundersen Drive
Carol Stream, Illinois 60188


Article 18 – Deferred Compensation

In consideration of the Employer's withdrawal from participation in the Pension Fund previously described in Article 6 of this Agreement, and in lieu of the Employer making any additional contributions to such Pension Fund on or after February 1, 2016, the Employer shall, upon execution of this Agreement by both parties in 2016, pay the sum of \$3,000, to the AXA Deferred Compensation Plan of bargaining unit member George Prescott ("Prescott"), and commencing with the first pay period following January 1, 2017, and annually thereafter in January of each subsequent year, so long as Prescott remains employed by the Village as a member of the bargaining unit, such contributions shall be in the amount of \$3,500.00 annually. Such payments are contingent upon Prescott's continued employment by the Village as a member of the bargaining unit.

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

AUTOMOBILE MECHANICS' UNION LOCAL NO. 701, IAM&AW

By  Date 3/29/2021
Mark J. Grasseschi
Business Representative



VILLAGE OF FOREST PARK

By _____ Date _____
Mayor Rory E. Hoskins

Attest _____ Date _____
Vanessa Moritz, Village Clerk

EXHIBIT B.

**AUTOMOBILE MECHANICS' LOCAL NO. 701 UNION AND INDUSTRY
WELFARE FUND PARTICIPATION AGREEMENT**

**AUTOMOBILE MECHANICS' LOCAL 701 UNION AND INDUSTRY WELFARE FUND
PARTICIPATION AGREEMENT
[PREMIER PLUS PLAN OF BENEFITS; BARGAINING UNIT EMPLOYEES ONLY]**

This Agreement shall be entered into by and between *Village of Forest Park*:

(hereinafter referred to as the "Employer") and the **Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund**, who intend to enter into a written agreement required by Section 302(c) of the LABOR-MANAGEMENT RELATIONS ACT OF 1947, as amended, to permit the Fund to receive contributions on behalf of eligible employees of said Employer.

1. The Employer agrees to make contributions on behalf of eligible employees in an amount as required by, and defined in, the Collective Bargaining Agreement for the Premier Plus Plan of Benefits. Eligible employees are limited to employees who are members of the bargaining unit defined in paragraph 2.
2. Eligible employees in the case of bargaining unit employees shall be defined in the same manner as those employees eligible under the Rules of the Plan as interpreted by the Board and/or the Collective Bargaining Agreement.
3. This Agreement shall remain in full force and effect for the term of the current Collective Bargaining Agreement between the Employer or area wide Employers and the Union and shall be automatically renewed from time to time for terms coterminous with those of the aforementioned Collective Bargaining Agreements. The Board of Trustees may set a minimum rate at which contributions are to be made during any renewed term.
4. The Employer acknowledges the Trust Agreement creating the Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund. Said Trust Agreement is incorporated herein as if fully set forth in this document. The Employer further ratifies and confirms the appointment of the Employer Trustees together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust.
5. The Employer further acknowledges that the Plan of Benefits shall be interpreted and amended by the Board of Trustees from time to time and fully recognizes the authority of the Trustees to amend, interpret or adopt additional provisions of the Trust Agreement and Plan of Benefits acknowledging the Trustees' authority to so act in administering the Plan of Benefits for the Fund.
6. An Employer desiring to terminate this Agreement must notify the Fund in writing sixty (60) days prior to the termination date of the existing Collective Bargaining Agreement. If the Employer fails to give timely notice to the Trustees, the Employer shall be bound to the provisions of this Agreement for the period of the next Collective Bargaining Agreement and thereafter until proper notice is given but in no event less than three years unless terminated by the Trustees. The Board of Trustees may set a minimum rate at which contributions are to be made during any renewed term.

In witness whereof, the Employer and the Trustees have caused this Participation Agreement to be executed on their behalf by duly and authorized officers on the below date.

Agreed:

Village of Forest Park
Print or type the Employer's complete name

Print name of Owner/Authorized Officer

Signature of Owner/Authorized Officer

Date

Steve Bukovac, Fund Manager

Authorized by the Board of Trustees of the Automobile Mechanics' Local 701 Union and Industry Welfare Fund

Note: A signed copy of the participation agreement will be provided to the Employer subsequent to review and approval.

12/2019

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST
AMENDMENT TO A PERSONNEL SERVICES CONTRACT BETWEEN THE
VILLAGE OF FOREST PARK AND METRO PARAMEDIC SERVICES, INC.**

WHEREAS, the Village of Forest Park (the “Village”) and Metro Paramedic Services, Inc. (“Metro”) previously entered into and are parties to a Personnel Services Contract, dated April 16, 2020 (the “Contract”); and

WHEREAS, the Village and Metro desire to modify certain provisions of the Contract to amend the amount to be paid by the Village to Metro for the second year of services to be provided under the Contract.

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

Section 1. The corporate authorities of the Village of Forest Park hereby approve a First Amendment to Personnel Services Contract between the Village of Forest Park and Metro Paramedic Services, Inc., a copy of which is attached hereto as Exhibit “A” (the “First Amendment”).

Section 2. The Village President is hereby authorized and directed to execute the First Amendment on behalf of the Village.

Section 3. This Resolution shall take effect upon its passage and approval in pamphlet form.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of April, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT "A"

First Amendment to Personnel Services Contract

**FIRST AMENDMENT
to
PERSONNEL SERVICES CONTRACT**

This First Amendment to Personnel Services Contract is entered into effective April 16, 2021 by and between METRO PARAMEDIC SERVICES, INC., an Illinois Corporation (hereinafter referred to as "METRO" or "Contractor") and the VILLAGE OF Forest Park, (hereinafter referred to as ("VILLAGE" or "CLIENT")):

WITNESSETH:

WHEREAS, METRO and VILLAGE are parties to a certain Personnel Services Contract dated April 16, 2020 ("Contract") whereby METRO contracted to supply personnel to the VILLAGE in accordance with the terms of the Contract for three years, beginning April 23, 2020 and ending April 22, 2023;

WHEREAS, the parties have agreed to add additional content to the Agreement regarding Consideration Article 8;

NOW, THEREFORE, in accordance with Article 23 of the Contract and in consideration of the mutual covenants herein contained, the parties hereby amend the Contract as follows:

ARTICLE 8: Consideration.

Article 8 is hereby amended by deleting the second paragraph of Article 8 and replacing it with the following paragraphs:

Beginning April 23, 2021, the annualized cost of services for Year 2 to be provided to VILLAGE will be \$452,855.98. VILLAGE shall pay METRO in twelve equal monthly installments of \$37,738.00 due and owing on the fifteenth day of the month, commencing April 15, 2021, for the duration of Year 2.

The parties shall negotiate in good faith to set compensation for Year 3, separately, of this Agreement, provided, however, that any increase or decrease in Contractor's compensation, assuming no change in the number or hours of personnel (as specified in Article 5) to be provided, shall not exceed 3.0% per contract year. Once the parties

reach an agreement with regard to the compensation to be paid to Contractor for Years 3, separately, the parties shall amend this Agreement in accordance with Article 23

IN WITNESS WHEREOF: the Parties have executed this Amendment to be effective on the date first stated above this ____ day of _____, ____.

Unless specifically changed in this First Amendment, the provisions of the Contract remain in effect. If any provision of this First Amendment conflicts with the Contract, this First Amendment shall control.

Village of Forest Park

Village President

Date

METRO PARAMEDIC SERVICES, INC.



Michael G. Tillman, Vice President

April 9, 2021

Date

RESOLUTION NO. R-_____-21

**A RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT
BETWEEN THE VILLAGE OF FOREST PARK AND THE COUNTY OF
COOK FOR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AGREEMENT
(14th Street - Circle Avenue to Harlem Avenue Resurfacing Project)**

BE IT RESOLVED by the Council of the Village of Forest Park that the Mayor and the Village Clerk are hereby directed and authorized to submit the Agreement, with all understandings and assurances, and to execute the 2020 Community Development Block Grant Program Year Agreement with the County of Cook, Illinois for Project Number 2006-086, a copy of which is on file with the Clerk.

BE IT FURTHER RESOLVED by the Council of the Village of Forest Park that the Mayor is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2020 Community Development Block Grant Program for the 14th Street – Circle Avenue to Harlem Avenue resurfacing project in the award amount of Two Hundred Thousand (\$200,000.00) Dollars, with the Village matching obligation of Eighty Thousand (\$80,000.00) Dollars.

BE IT FURTHER RESOLVED by the Council of the Village of Forest Park that the Village Clerk, or her designee, is hereby authorized and directed to deliver two (2) certified copies of this Resolution and the Subrecipient Agreement for CDBG Project No. 2006-086 to the County of Cook, Illinois.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 26th day of April, 2021.

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this 26th day of April, 2021.

Mayor Rory E. Hoskins

Attested and filed in my office
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO FOR THE PERMEABLE PAVER PARKING LOT PROJECT (510
DESPLAINES AVENUE)**

WHEREAS, the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements.

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

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That certain “Intergovernmental Agreement By and Between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Permeable Paver Parking Lot Project in the Village of Forest Park” (“Agreement”), a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3. The Village authorizes acceptance of, and further agrees to use the funds received, pursuant to the Agreement, and that any required Village expenditure under the Agreement, be approved.

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement in substantially the form attached hereto as Exhibit A

with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

Section 6. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of April, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of April, 2021.

Vanessa Moritz, Village Clerk

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR THE PERMEABLE PAVER PARKING LOT PROJECT
(510 DESPLAINES AVENUE)**

WHEREAS, the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements.

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

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That certain “Intergovernmental Agreement By and Between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Permeable Paver Parking Lot Project in the Village of Forest Park” (“Agreement”), a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3. The Village authorizes acceptance of, and further agrees to use the funds received, pursuant to the Agreement, and that any required Village expenditure under the Agreement, be approved.

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement in substantially the form attached hereto as Exhibit A

970017.1

970017.1

with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

Section 6. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of April, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of April, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

970017.1

970017.1

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
FOREST PARK AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION,
OPERATION AND MAINTENANCE OF THE FOREST PARK PERMEABLE
PAVER PARKING LOT PROJECT IN FOREST PARK, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois (“MWRDGC”), and the Village of Forest Park, an Illinois municipal corporation (“Village”). Together, MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, one component of MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, MWRDGC committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv- 08859 (N.D. Ill. 2014), and MWRDGC’s formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing a permeable parking lot using permeable pavers on the Village's public parking lot located at 510 Desplaines Avenue, Forest Park, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area("Public Benefit"); and

WHEREAS, the aforementioned green infrastructure installations will provide the total design retention capacity set forth in Article 2 and further MWRDGC's goal of informing the public of the value of green infrastructure; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on_____, MWRDGC's Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on_____, the corporate authorities of the Village authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and MWRDGC agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable installations on, under, and about the Village's public parking lot located at 510 Desplaines Avenue. These improvements ("Project") are categorized by MWRDGC as "green infrastructure."
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details ("Construction Documents") for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture at least forty thousand two hundred ninety-one (40,291) gallons of stormwater per rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary area to the green infrastructure installations so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC's approval as to the Public Benefit.
6. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.
7. MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will incorporate MWRDGC's review comments into the Construction Documents.
8. Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.

9. After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
10. MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.
11. Although MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
12. To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
13. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
14. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project,

as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

15. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority- and Women-owned Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Small Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to a "participation goals."
16. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
 - a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE"); and
 - b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises ("WBE"); and
 - c. ten percent (10%) of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Small Business Enterprises ("SBE").
17. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprise ("VBE").
18. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's participation goals is solely in MWRDGC's discretion. If the Village fails to attain each goal as determined by MWRDGC, MWRDGC

may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).

19. The Village will provide MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's participation goals and requirements.
20. To evidence compliance with MWRDGC's participation goals, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and/or VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay and/or denial.
21. Together with each and every reimbursement request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
22. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
23. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.

24. The Village will submit an Operation and Maintenance Plan (“O&M Plan”) for MWRDGC’s review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
25. MWRDGC will reimburse the Village for seventy percent (70.0%) of the total construction cost of the Project, but in no event will that amount exceed Two Hundred One Thousand Six Hundred and 00/100 Dollars (\$201,600.00) (the “Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by MWRDGC will be exclusively to reimburse the Village for construction of the Project.
26. MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Fifty percent (50%) at receipt of a reimbursement request for fifty percent (50%) completion of construction; and
 - b. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover seventy percent (70.0%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting fifty percent (50%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The District may opt to not pay any late reimbursement request or invoices.

27. MWRDGC’s Maximum Reimbursement Amount under this Agreement is based on the funding amount that MWRDGC’s Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of MWRDGC’s Board of Commissioners.

28. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by MWRDGC.
29. As a condition for reimbursement, the Village must submit copies of construction invoices to MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. If the Project Site is located entirely within a right of way or perpetual easement or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to MWRDGC. If the Project site is situated entirely in a right of way or perpetual easement or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that MWRDGC will provide, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site as well as construction and maintenance of the Project. Any property interests acquired by the Village

must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.

3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
4. The Village will record all easements, licenses, or deeds acquired for the Project.
5. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for MWRDGC in any part of the Project.
6. The Village may not lease the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without MWRDGC's prior written approval. The Village must provide MWRDGC with at least sixty (60) days' written notice of the date on which it intends to execute a lease.
7. The Village may not sell or transfer ownership of the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, during the term of the IGA without MWRDGC's prior written approval. The Village must provide MWRDGC with sixty (60) days' written notice of the date on which it intends to sell or transfer the property.

Article 5. Maintenance

1. The Village, at its sole cost and expense, will perpetually maintain the permeable parking lot and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to MWRDGC within thirty (30) calendar days of completion, and the Village must submit annual reports to MWRDGC by December 31st of each following year.

3. MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, MWRDGC may cause such maintenance to be performed and the Village will pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In addition to paragraph 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, MWRDGC may require the Village to repay some or all the funding that MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of MWRDGC.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Notification to Residents

1. Wherever the Project is present and visible to the community, the Village will permanently display signs setting forth the following information: "This project is a joint effort between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs will be maintained by the Village and will include

educational information about the benefits of green infrastructure. MWRDGC will provide examples of signage used for similar projects.

2. The Village will maintain on its website a hyperlink leading to the URL for MWRDGC's website (<http://www.mwrd.org>).
3. The Village will advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts, or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the Village's geographic boundaries or jurisdiction at least two weeks in advance of their scheduled occurrence or within two weeks after notice of their scheduled occurrence is transmitted to the Village's representative designated pursuant to Subsection 5 of this Article 7.
4. Upon request by MWRDGC, the Village will submit to MWRDGC a report detailing the following:
 - Any MWRDGC-affiliated community events advertised pursuant to the preceding subsection (if none, then the report will so state); and
 - The timeframe during which those advertisements were transmitted; and
 - The mediums employed to transmit those advertisements.
5. Immediately upon execution of this Agreement the following individuals will represent the Parties as a primary contact in all matters under this Article 7—including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events—and, in addition to the individuals named in Article 27 of this Agreement, will be entitled to receipt of notice in all matters under this Article 7.

For the MWRDGC:
Public & Intergovernmental Affairs
Officer
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-6626
Email: publicaffairsinfo@mwrd.org

For the Village:
Vanessa Moritz
Village Clerk
Village of Forest Park
517 Desplaines Avenue
Forest Park, Illinois 60130
Phone: (708) 366-2323
Email: vmoritz@forestpark.net

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article 7, which notice will include the name, address, telephone number, and electronic mail address of the representative for such Party for the purpose of providing notice.

6. The rights, duties, and obligations of this Article 7 - except those set forth in Subsection 1 - will automatically terminate upon MWRDGC's payment of the final installment of any payments owed to the Village under the terms of this Agreement, or once two (2) years have elapsed since the date on which this Agreement was fully executed by all Parties, whichever of those two dates occurs later.

Article 8. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

Article 9. Termination by MWRDGC

1. Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.
2. MWRDGC may terminate this Agreement if: (a) the Village does not award construction of the Project within one (1) year from the date of execution of the IGA; or (b) the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project. If the MWRDGC elects to terminate this Agreement based on expiration of the two (2) year completion period, then the Village must return all funds provided by MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, MWRDGC may approve an extension prior to the expiration of the one (1) year award period or two (2) year completion period for delays outside the Village's control and where the Village made good faith efforts to advance the Project.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement will remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village will defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village's allocated funds as described in Article 2 are separate from and in addition to the funds MWRDGC will provide under this Agreement.

Article 16. Representations of MWRDGC

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its

enforcement. The Parties to this Agreement will comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 23. Amendments

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is an appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village will be cumulative, and election by MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such

notices are intended at the address set forth below. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the project by stating as follows: "IGA between the Village of Forest Park and MWRDGC for the 2021 Green Parking Lot Project."

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 27 or Article 7, as applicable, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement. For matters under Article 7, notice must also be given to the individuals named in that Article as primary contacts.

For MWRDGC:

Director of Engineering

Metropolitan Water Reclamation District of
Greater Chicago

100 East Erie Street

Chicago, Illinois 60611

Phone: (312) 751-7905

Email: oconnorc@mwrdd.org

For the Village:

Mayor Rory E. Hoskins

Village of Forest Park

517 Desplaines Avenue

Forest Park, Illinois 60130

Phone: (708) 615-6200

Email: mayorhoskins@forestpark.net

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and email address.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures unless the Parties otherwise agree.

Article 29. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- | | |
|--------------------|--|
| Exhibit 1: | Project Vicinity Map and Project Conceptual Drawing |
| Exhibit 2: | MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 |
| Exhibit 3: | MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA") |
| Exhibit 4: | Affirmative Action Ordinance, Revised Appendix D |
| Exhibit 5: | Veteran's Business Enterprise Contracting Policy, Appendix V |
| Exhibit 6: | M/W/SBE Utilization Plan |
| Exhibit 7: | VBE Commitment Form |
| Exhibit 8: | Affirmative Action Status Report |
| Exhibit 9: | Operation and Maintenance Plan, Inspection Log |
| Exhibit 10: | Project site property interest documents or Affidavit |

The Metropolitan Water Reclamation District of Greater Chicago and Village of Forest Park have executed this Agreement by their authorized officers, duly attested and their seals affixed, as of the last attested date.

VILLAGE OF FOREST PARK

BY: _____
Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING



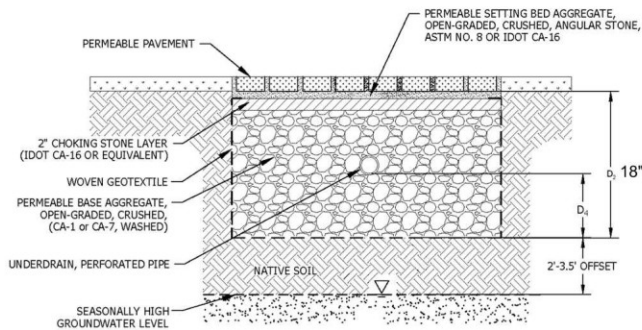
0 20 40 80
Feet
1 inch = 40 feet

ADAMS ST

DES PLAINES AVE

11,420 SF
PERMEABLE PAVERS

PERMEABLE PAVEMENT WITH UNDERDRAIN



Legend

- Existing Drainage Structure
- ➡ Proposed Underdrain
- ➡ Existing Storm Sewer
- ▨ Proposed Permeable Pavers

Cook County GIS Department

CLIENT:



TITLE:

FOREST PARK MWRD GREEN INFRASTRUCTURE GRANT APPLICATION

PROJ. NO.

DATE: 06/28/2018

SHEET 1 OF 1

DRAWING NO.

EXH 1



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

DSGN.		SCALE:	1:40
DWN.		AUTHOR:	DDEM
CHKD.		PLOT DATE:	2/15/2021
FILE:	Forest Park_MWRD GI Grant		

EXHIBIT 2
MWRDGC'S PURCHASING ACT

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)
Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)
Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

MWRDGC'S MULTI-PROJECT LABOR AGREEMENT (MPLA)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

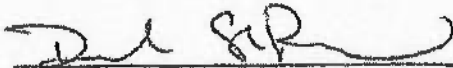
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

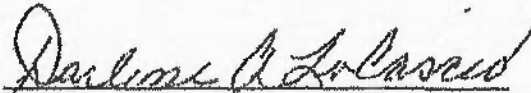
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

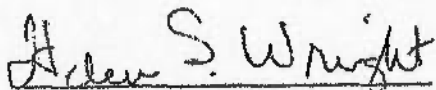


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

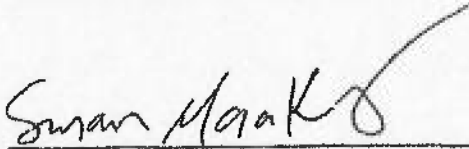
Approved as to Form and Legality



Helen Shields-Wright
Head Assistant Attorney



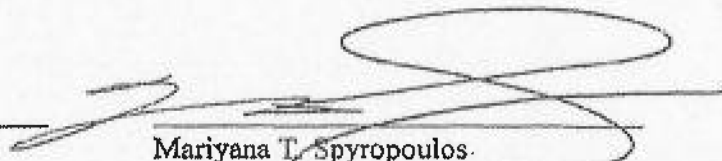
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

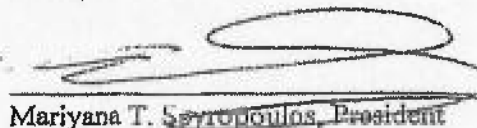


Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

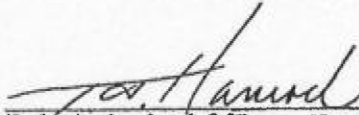
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

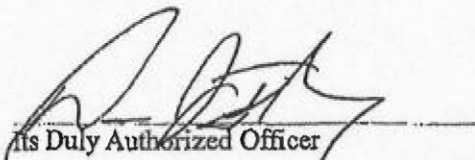
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


Its Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 5, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross L...
Its Duly Authorized Officer

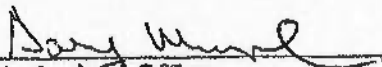
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

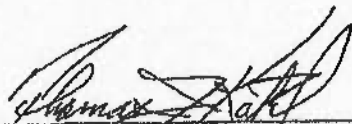
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 24th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

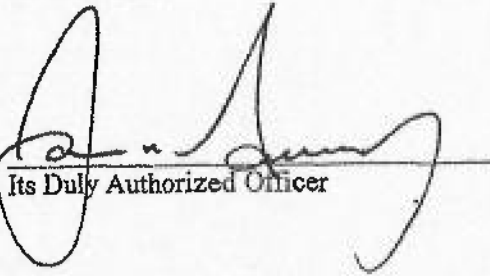
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

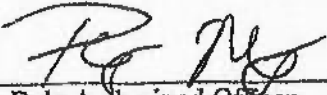
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:


Its Duly Authorized Officer

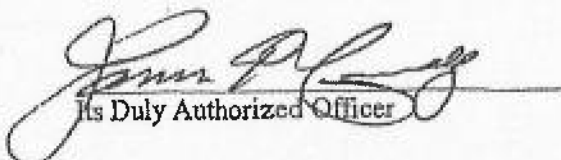
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGIER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA P.A

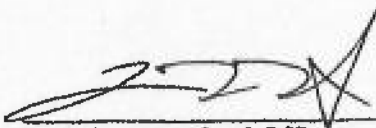
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #62
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: FROM WORKERS #1
Labor Organization

APPROVED:

Craig Schubert
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

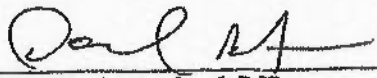
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

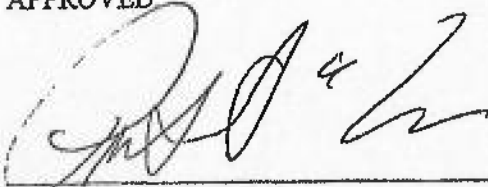
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CRUZ MISOI & PLASTA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BLUE LAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PUA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 0076
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

TABLE OF CONTENTS

Article	Page
Preamble	1
Declaration of Principles.....	2
Articles of Agreement.....	3
I. No Work Stoppage.....	3
II. Stipulation.....	3
III. Rights	3
Paragraph 1 Abandonment of Work	3
Paragraph 2 Collection of Wages.....	3
Paragraph 3 Contracting.....	3
IV. Apprenticeship	4
V. Joint Conference Board	4
VI. Arbitrator's Criteria	4
VII. Arbitration.....	6
Paragraph 1 Annual Meeting	6
Paragraph 2 Make Up of JCB	6
Paragraph 3 Selection of Arbitrators.....	6
Paragraph 4 Unfilled Terms	6
Paragraph 5 Substitutes at Meetings	6
Paragraph 6 Notice of Meetings.....	7
Paragraph 7 Quorum	7
Paragraph 8 Impartiality.....	7
Paragraph 9 Initiation of a Hearing	7
Paragraph 10 Presentations	8
Paragraph 11 Other Attendees	8
Paragraph 12 Contacting the Arbitrator	8
Paragraph 13 Board of Arbitration.....	8
VIII.	
Paragraph 1 Visiting Jobs	8
Paragraph 2 Tools	9
Paragraph 3 Small Tasks	9
Paragraph 4 Compliance of Agreements.....	9
Paragraph 5 Stipulation.....	9
Paragraph 6 Labor Agreement Stipulation.....	9
Paragraph 7 Area of Jurisdiction.....	10
Paragraph 8 Decisions Final.....	10
Paragraph 9 Complaints	10
Paragraph 10 Violations.....	10
Paragraph 11 Notices	11
Paragraph 12 Holidays	11
Paragraph 13 Enforcement.....	11
Paragraph 14 Question of Jurisdiction	11
Paragraph 15 Terms of Agreement	12

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 - At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477A0FA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD9D66A8D40E

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago's 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a "participating trade group") for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company's facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

EXHIBIT 4

AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

AFFIRMATIVE ACTION ORDINANCE

REVISED APPENDIX D

OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

AS REVISED
May 21, 2020

AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. Declaration of Policy

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-, women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small and Women's Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the

Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, the Board of Commissioners undertaken a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto.;

Whereas, the Board of Commissioners undertook a new review in 2014 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto.

Section 2. Findings

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).

6. In 2006, Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned

Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois” (Cook County 2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County’s construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises (“DBEs”) in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.

8. Cook County commissioned a new report, entitled “The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois” (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled “Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses,” that updated the original basis for the U.S. Department of Transportation’s DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. In 2014, The District commissioned a report on barriers to equal opportunities in the District’s geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District’s market areas.

12. In 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015), held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprise in the Illinois construction industry.

13. The District has determined that it has a continuing compelling interest in preventing public funds in contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District and amended April 2, 2009 is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District contracts.

Section 4. Coverage

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

Section 5. Definitions

The meaning of these terms in this Ordinance are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.
- (g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held

corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(ii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iii) Asian-American - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(iv) Native-American - A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of

this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

Section 7. Race- and Gender- Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

Section 8. Certification Eligibility

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within 10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant

documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

Section 9. Schedule of Goals for Minority- and Women-Owned Business Enterprise Utilization

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

Section 10. Contract Goals.

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated contracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for M/WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

Section 11. Counting MBE, WBE, and SBE Participation towards Contract Goals

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture, which must

be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of their work with their own forces, through the use of its own management and supervision, employees and equipment. If

industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

Section 12. Utilization Plan Submission

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed M/W/SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this

Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the M/W/SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the M/W/SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the Waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a M/WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and M/WBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each M/W/SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such M/W/SBE. The Prime Contractor shall submit with each work order a M/W/SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith efforts must be documented as provided in this Ordinance

Section 13. Compliance Review

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the M/W/SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. "Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, M/W/SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

Section 14. Contract Performance Compliance

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its M/W/SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll

records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those M/WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total Waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit a MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

Section 15. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 16. Other Federal Regulations

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B and C of Grant funded contracts or Appendix C non-Grant funded contracts.

Section 17. Reporting and Review

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. Sunset Provision

This Appendix D shall be reviewed no later than December 31, 2021 and shall expire on December 31, 2021 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry.

Section 19. Repeal of Prior Inconsistent Provisions

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Interim Ordinance that are inconsistent with the provisions of this Interim Ordinance are hereby expressly repealed.

Section 20. Severability

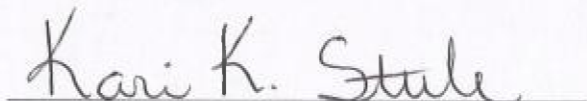
If any clause, sentence, paragraph, section or part of this Interim Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause,

sentence, paragraph, section or part of this Interim Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. Effective Dates

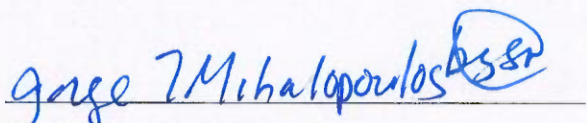
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after May 21, 2020.

ADOPTED:

A handwritten signature in black ink, reading "Kari K. Steele", written over a horizontal line.

Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:

A handwritten signature in blue ink, reading "George J. Michalopoulos", written over a horizontal line. There is a circled "SSR" to the right of the signature.

Head Assistant Attorney

A handwritten signature in blue ink, reading "Susan M. Makal", written over a horizontal line.

General Counsel

EXHIBIT 5

VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY, APPENDIX V

EXHIBIT 6
M/W/SBE UTILIZATION PLAN

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

**MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND
ACCOMPANY YOUR BID!!!**

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be

Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16,
Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE/SBE Firm)	_____	MBE:	Yes	No
		WBE:	Yes	No
		SBE:	Yes	No

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

Name/Title (Print)

Date _____ Phone _____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION
OF THE BID.

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

EXHIBIT 7

VBE COMMITMENT FORM

EXHIBIT 8

AFFIRMATIVE ACTION STATUS REPORT

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public

EXHIBIT 9

OPERATION AND MAINTENANCE PLAN, INSPECTION LOG

FOREST PARK
OPERATIONS & MAINTENANCE PLAN
FOR
510 DESPLAINES AVENUE PARKING LOT

OWNER INFORMATION

517 Desplaines Avenue
Forest Park, IL 60130
CONTACT: Tim Gillian, Village Administrator Phone: 708.615.6201

Permeable Pavement Systems O&M Overview

Maintenance is necessary for any type of permeable pavement system, much like any impervious pavement with catch basins and underground infrastructure. Over the lifetime of the permeable pavement system there will be a need to clean any sediment, soil, dirt and debris from the permeable pavement in order to maintain a sufficient infiltration rate. The following maintenance plan is intended to prevent clogging of the voids within the pervious portions of the permeable pavement system. The maintenance plan shall be monitored and revised as necessary, through an amendment to the IGA. Permeable Pavements Systems include green alleys, permeable pavers, pervious concrete, and pervious asphalt.

The O&M plan is included as an exhibit to the Intergovernmental Agreement and is legally binding. Upon completion of project construction, the following Operations & Maintenance (O&M) procedures shall take effect and be conducted perpetually from the date that construction was completed.

General Requirements

1. This Operations & Maintenance (O&M) plan shall take effect upon completion of the construction.
2. O&M plan procedures and practices must be reviewed and assessed annually by the Owner. If upon review, the O&M plan is changed, these changes must be approved by MWRD.
3. Permeable pavement systems shall be inspected by the Owner a minimum of three (3) times a year. The Regular Maintenance Schedule shall be followed and corrective actions shall be required to repair or remediate problems identified in inspections.
4. Landscaped areas adjacent to permeable pavement systems shall be well maintained and shall not allow soil or other debris to be transported onto the permeable pavement system.
5. The Owner shall budget for sweeping permeable pavement three (3) times per year, as described in the Regular Maintenance Schedule below.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
 - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
 - b. Application of pavement seal-coating.
 - c. Application of excessive load, so as to cause cracking and deformation.
 - d. Application of sand for improving traction.
 - e. Application of salt [prohibited on permeable concrete only.]

Examples of Common Maintenance Issues

Below are several warning signs and visual clues of common maintenance issues which must be prevented and addressed or remediated to ensure continued surface infiltration. These common problems can often be easily remedied by appropriate vacuuming and maintaining the proper joint aggregate level.

1. Slow Draining/Surface Runoff:
 - a. Verify with simple infiltration testing or observe after rain storms. (refer to Inspection of the Permeable Pavement System, 2.b)
 - b. Surface should drain immediately.
2. Ponding:
 - a. Look for signs of ponding during regular inspections and during rainfall events.
 - b. Rule of thumb: if more than a nickel deep one minute after a rainfall event, maintenance is necessary.
 - c. Verify correct materials were installed.
 - d. Exception: Ponding may be present at bottom of slopes.
3. Surface Crusting (debris and dirt caked on the infiltration surface):
 - a. Identify if there is a problem such as run-on sediments.
 - b. Increase cleaning frequency in troubled areas.
 - c. Remove debris immediately.
4. Weed Control:
 - a. Weed edges of permeable pavement systems near mown lawn areas.
 - b. Do not blow or discharge grass clippings onto the permeable pavement.
 - c. Remove weeds immediately. If weeds begins to grow in the openings, it should be easy to hand remove provided that the sprouts are pulled early.
 - d. Because weeding will be difficult where roots have been allowed to grow, inspecting and pulling grass sprouts from the permeable pavement shall be incorporated into the weekly lawn mowing routine surrounding the pavement system.
 - e. Weeds will not germinate unless there is a collection of soil or moisture.
 - f. Clean sediment from joint material [permeable pavers only].
5. Covered Joint Material [permeable pavers only]:
 - a. Identify problem and correct.
 - b. Remove immediately.

Inspection of the Permeable Pavement System

Inspection of the permeable pavement system shall be conducted three (3) times a year (or in conjunction with regularly scheduled maintenance events) and after significant rainfall events exceeding 1.5 inches to evaluate the following:

1. Pavement Condition
 - a. Inspect permeable pavement surfaces for settlement, deformation or cracking.
 - b. Inspect void areas to determine needs for replenishing joint material.

- c. Note vegetation growth for removal.
- 2. Surface Infiltration
 - a. Inspect permeable pavement surfaces for sedimentation (any collection of debris, dirt, topsoil, mulch, leaves, etc.) or evidence of ponding.
 - b. Use a garden hose connected to water tank or external house faucet with running water to verify surface infiltration rate. If more than 20% of the permeable pavement surface area does not allow water to infiltrate readily (resulting in ponding or runoff), a restorative maintenance service shall be scheduled immediately.
- 3. Drainage of the Storage Layer
 - a. Inspect observation wells 72 hours after a rain event of 1.5 inches or greater to verify that the aggregate storage reservoir is drawing down effectively.
- 4. Drainage structures
 - a. Inspect inlet structures, flow restrictors, and outfall locations for obstructions and evidence of erosion. Confined space safety procedures must be followed for manhole entry.
- 5. Run-on Areas – Inspect run-on areas for adequate cover and stability.

Operations and Maintenance Reporting Requirements

- 1. Maintain and update an electronic log book documenting the inspection activities and results, as well as, the performance of the required O&M activities in perpetuity. The logbook shall include:
 - a. Dates of inspection and maintenance/repair;
 - b. Facility components inspected and their conditions (refer to the previous section);
 - c. Details of all inspections and reasons that maintenance/corrective action is needed.
 - d. Details of all maintenance activities, both routine and emergency.

Examples of the Maintenance Checklist and Inspection Log are provided on pages 6 and 7.

- 2. Log book must be produced upon request of MWRD.
- 3. If the permeable pavement system is privately owned, the private owner shall keep an updated log book documenting the performance of the required O&M activities which must be produced upon request of the City or MWRD.

Maintenance Types and Equipment Requirements

There are two service types – preventative and restorative – for maintaining the integrity of a permeable pavement system.

- 1. **Preventative Maintenance Service**– removes most debris before being trapped in the joint aggregate material causing clogging. If the equipment settings are correct, this usually does not require removal of any joint material to restore infiltration.

Either high-efficiency vacuum sweepers or broom sweepers may be used. High-efficiency vacuum sweepers are more effective at capturing and removing fine sediment. However, mechanical sweeper equipment is able to dislodge surface encrusted sediment that typically clogs permeable

pavement systems. When mechanical sweepers are used, permeable paving surface shall be dry-swept (water shall be turned off) in dry weather to remove encrusted sediment that appears as small and curled in the joints between pavers. When vacuum equipment is used, vacuum settings shall be adjusted to prevent uptake of aggregate from the porous unit paving openings and joints. Maintenance equipment requirements will vary according to project size, age, and product type. For larger vehicular areas such as roads, parking lots, alleys or similar that can support vehicles, the following equipment shall be implemented:

- a. Regenerative Air Sweeper (preferred)
 - Utilize stream of air blowing horizontally across surface and vacuuming.
 - No rotating brushes.
 - b. Walk-Behind Vacuum (preferred)
 - Push-type gasoline-powered vacuum.
 - Applicable for smaller projects that cannot support vehicular weight (sidewalks and patios, etc.)
 - c. Rotary Brush (not preferred)
 - Poly bristles only.
 - Flip debris from joint.
 - Will require slight refilling of the joint aggregate material.
 - d. Broom Sweeper (not preferred)
 - Typical “street sweeper” type.
 - Rotating curb brushes with center pickup.
 - Poly bristles only.
 - Do not utilize high-pressure power wash to clean the surface. These cause sediments to wash into the joint aggregate and the underlying storage layer, and cause clogging over time.
2. **Restorative Maintenance Service**— requires some removal or complete removal of the joint material to renew infiltration. This occurs after debris has been captured and lodged in the joint aggregate. Equipment required:
- a. Vacuum Sweeper
 - Vacall Dynamic Multi-Purpose Vacuum Street Sweeper or Elgin Whirlwind Street Sweeper or equivalent equipment.
 - Minimum suction of 14,000 cubic feet per minute.
 - Complete evacuation of joint aggregate material [permeable pavers only].
 - Require replenishing removed joint aggregate material to “lip” of paver [permeable pavers only].

Regular Maintenance Schedule

The following maintenance schedule establishes a best practices maintenance program that helps to ensure longevity of the system before restorative action is required. The schedule shall be reviewed, assessed, and updated/revised annually to reflect experience gained in maintaining the permeable pavement system and changing site conditions.

1. Early Spring (after the snow melt) – March 1 through April 15
 - a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum or air sweeper.
 - b. Clean debris from paver surface with special focus at snow stockpile areas.
 - c. Replenish joint aggregate material after cleaning as necessary [permeable pavers only].
 - d. Inspect and remove sediment and floatables in drainage structures and flow restrictors, if any, within the project area. Confined space safety procedures must be followed for manhole entry. Repair chamber, structure, or equipment if needed.
 - e. Every other year or if more than 20% of the permeable pavement surface area does not allow water to infiltrate readily (resulting in ponding or runoff), whichever is more frequent, a restorative maintenance service shall be performed using a vacuum sweeper to restore the infiltration rate. If applicable, joint aggregate material shall be replenished after cleaning [permeable pavers only].
2. Mid-Summer - June 15 through August 15
 - a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum
 - b. Replenish joint aggregate material after cleaning as necessary [permeable pavers only].
3. Late Fall – October 15 through November 30
 - a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum
 - b. Replenish joint aggregate material as necessary [permeable pavers only].
 - c. Clean out drainage structures and flow restrictors, if any, within the project area. Confined space safety procedures must be followed for manhole entry.

Corrective Actions

The following corrective actions, if identified in inspections by the Owner or MWRD, shall be carried out in addition to the regularly scheduled maintenance events:

1. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. If water ponding persists on the pavement surface after a storm event, clean the pavement surface to mitigate clogging.
3. Remove any vegetation growing on the pavement.
4. Repair blocked, restricted or eroding underdrain outfalls.
5. Repair and/or replant eroding run-on areas.
6. If the pavement surface infiltration rate is questionable at any time during the effective life of the pavement, MWRD may require infiltration rate testing to verify that the surface infiltration rate is no less than 20 in/hr. If the surface infiltration rate is lower than 20 in/hr, restorative maintenance shall be taken to restore the infiltration rate to an acceptable level based on the remaining effective life of the pavement.
7. If verification of in-place pavement surface infiltration rates is necessary, conduct pavement surface infiltration rate testing per ASTM C1781 Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems or other methods approved by MWRD.

Winter Maintenance and De-Icing

When clearing snow from permeable pavement systems, the Owner must ensure that plows have protective edges on the snowplow equipment.

When using commercial snow removal companies, confirm in writing that they have protective edges. To reduce damage to the pavement surface, only use a polymer or rubber cutting edge on the plow.

Due to the very short flow distance from the permeable paving surface to the point of infiltration, the opportunity for ice formation is greatly reduced. For this reason, regular deicing may not be necessary and is not recommended for water quality reasons. If abrasives are used to provide traction, stone chips shall be used rather than sand. De-icing substances will speed up the surface wear on some styles of pavers. Many of the exposed aggregate products and tumbled products are unaffected by virtue of their style.

[This section on salt application is only applicable to permeable pavers and permeable asphalt. Do not use any salt on permeable concrete.]

Sparingly, the following de-icing salts can be used:

1. **Sodium chloride** (common rock salt) is the most popular de-icing salt. It is widely available and it will melt snow and ice at temperatures down to approximately 16° F. Below 16° F, rock salt stops melting snow and ice. Sodium chloride can damage adjacent grass, plants and metal. Apply with caution and use as sparingly as possible.
2. **Calcium chloride** is another de-icing salt. It generally looks like small, white, round, pellets. It will melt snow down to about 0° F. It can irritate skin. Studies indicate that depending on the concentration, calcium chloride is less damaging to grass than sodium chloride is. Heavy concentrations of calcium chloride can chemically attack concrete. It is recommended that if chosen, this salt be used after the first year.
3. **Beet juice** also works as a de-icing compound, and can be diluted to the appropriate strength. It can cause some changes in color, but has significant environmental benefits and is very safe for permeable pavements.

The following material shall **not** be used on permeable pavement:

1. **Sand** for anti-skid as it will clog the paver system.
2. **Magnesium chloride, calcium magnesium acetate, potassium acetate**, and fertilizers that contain ammonium nitrate and ammonium sulfate. They can attack the integrity of concrete in permeable pavers and permeable concrete.
3. **Potassium chloride** is a de-icing salt available in some markets. It will not hurt skin or damage plants. However, it melts ice only when the air temperature is above 15° F. Manufacturers of permeable pavers recommend against using potassium chloride on their pavers, as they have seen some evidence of resulting early decay.

Maintenance Checklist for Permeable Pavements

- Refer to the "Forest Park 510 Desplaines Ave Parking Lot Operations & Maintenance Plan" for detailed requirements.
- Maintenance of the permeable pavement system is required, at a minimum, three (3) times a year:
Early Spring (3/1 to 4/15); Mid-Summer (6/15 to 8/15); Late Fall (10/15 to 11/30)
- This checklist shall be completed for only the first year after project completion

Crew foreman:

Date:

Time:

Maintenance Type:

- ☐ Regular (scheduled)
☐ Emergency/Corrective Action

List of Alleys Serviced:

Maintenance Items

Completed? (Y/N)

Comments*

Salt/Deicing (Early Spring only)

Remove piles of accumulated salt

Preventive Pavement Cleaning (three times per year at a minimum)

Sweep the entire pavement area (including both permeable and impermeable sections)

Use walk-behind vacuum to remove sediment and organic debris on the permeable pavement surface

Drainage Structure Cleanup (Early Spring/Late Fall)

Remove debris and sediment from drainage structures

Joint Aggregate Refill (as needed)

Replenish joint aggregate material to "lip" of pavers as needed

Restorative Pavement Cleaning (Every 2 years or more often, as determined by inspection)

Run a vacuum sweeper over permeable pavement to restore infiltration rate.

Additional Comments & Corrective Actions Taken:

* Include explanation if maintenance is not performed or if further correction action is needed.

Inspection Log for Permeable Pavements		
<ul style="list-style-type: none"> Refer to the "Forest Park 510 Desplaines Parking Lot Operations & Maintenance Plan for [Project Name]" for detailed requirements. Inspection of the permeable pavement system is required, at a minimum, three (3) times a year and after significant rainfall events exceeding 1.5 inches This Checklist shall be completed for only the first year after project completion Fill out one form for each permeable pavement area inspected. 		
Inspector: Date: _____ Time: _____ Time Passed Since Last Rain Event: _____		Inspection/Maintenance Type: <input type="checkbox"/> Regular (scheduled) <input type="checkbox"/> Emergency/Corrective Action <input type="checkbox"/> Following rainstorm > 1.5 in.
Permeable/Porous Pavement Area: General Site Conditions:		
Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
Surface Infiltration		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
Pavement Condition		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
Controlling Run-On		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
Salt/Deicing (Early Spring only)		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
Drainage Structure Inspection (Early Spring/Late Fall/After >1.5 inches of rainfall)		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
Signage		
Signage for appropriate traffic load, no stockpiling, no seal coating and other required District signage.		
Additional Comments, Recommendations:		

EXHIBIT 10

PROJECT SITE PROPERTY INTEREST DOCUMENTS OR AFFIDAVIT

TRUSTEE'S DEED

Individual



00028952

00028952

1050/0167 45 001 Page 1 of 2

2000-01-12 11:27:22

Cook County Recorder

23.00

THIS INDENTURE, made this 6 day
of January, ~~19~~2000, between
CONTINENTAL COMMUNITY BANK AND TRUST
COMPANY, a corporation of Illinois, (F/K/A
Maywood Proviso State Bank) as Trustee, under
the provisions of a deed or deeds in trust, duly
recorded and delivered to said company in
pursuance of a trust agreement dated the
4 day of November,
19 93, and known as Trust Number
9564, party of the first part, and
VILLAGE OF FOREST PARK
517 DesPlaines Avenue
Forest Park, Illinois, 60130

(Insert name and address of grantee)

The above space for recorders use only

party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/hundredths (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

LOT 60 IN HAASE'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THAT
PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT
PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING EAST OF DESPLAINES
AVENUE IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(commonly known as: 506 DesPlaines Avenue, Forest Park, Illinois, 60130)

SUBJECT TO: Covenants, conditions and restrictions of record.

P.I.N.: 15-13-208-002

Together with the tenements and appurtenances thereunto belonging.
TO HAVE AND TO HOLD the same unto said party of the second part forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its trust officer and attested by its assistant secretary, the day and year first above written.

CONTINENTAL COMMUNITY BANK AND TRUST COMPANY
AS TRUSTEE AS AFORESAID,

BY: [Signature], TRUST OFFICER

ATTEST: [Signature], ASSISTANT SECRETARY

BOX 333

Exempt under provisions of Paragraph 2,
Section 4, Real Estate Transfer Tax Act.

1-6-00
Date
[Signature]

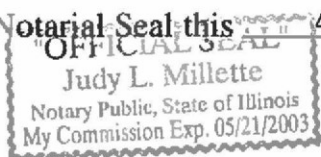
STATE OF ILLINOIS }
COUNTY OF DuPAGE } SS

I, the undersigned, JUDY L. MILLETTE

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT

GAIL NELSON, Trust Officer of the CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, and TOM BUKOWIECKI, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 Day of January, 19 2000.



Judy L. Millette
Notary Public

DELIVERY INSTRUCTIONS:

NAME SHARON A. O'SHEA
STREET 7346 Madison St.
CITY Forest Park, IL 60130

OR

RECORDER'S BOX NUMBER _____

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

506 DesPlaines Avenue
Forest Park, Illinois,
60130

THIS INSTRUMENT WAS PREPARED BY:

JUDY L. MILLETTE

Continental Community Bank
and Trust Company member F.D.I.C.

411 MADISON STREET MAYWOOD, IL 60153
(708) 345-1100

00028952

770 505 901/10

GEORGE E. COLE®
LEGAL FORMS

No. 806
November 1994

WARRANTY DEED
Statutory (Illinois)
(Individual to Corporation)

CAUTION: Consult a lawyer before using or acting under this form.
Neither the publisher nor the seller of this form makes any warranty
with respect thereto, including any warranty of merchantability or
fitness for a particular purpose.

00002243

9982/0112 16 001 Page 1 of 2
2000-01-03 12:18:30
Cook County Recorder 23.50



THE GRANTOR

Carol Rubio, divorced and not since
remarried

of the Village of Forest Park County of Cook

State of Illinois for and in consideration of

Ten and no/100 (\$10.00) - - - - - DOLLARS,

and other good and valuable considerations - - - - -

in hand paid, CONVEY S and WARRANT S to
Village of Forest Park

municipal
a/corporation created and existing under and by virtue of the Laws of the

State of Illinois having its principal office at the

following address 517 S. DesPlaines Avenue Forest Park,

the following described Real Estate situated in the County of Cook

Above Space for Recorder's Use Only

[Handwritten signature]

LOT 61 IN HAASE'S ADDITION TO OAK PARK IN SECTION 13,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: covenants, conditions, and restrictions of record,

Document No.(s) - - - - -; - - - - -; and to General Taxes for 1999 and subsequent years.

Permanent Real Estate Index Number(s): 15-13-208-003

Address(es) of Real Estate: 510 S. DesPlaines Avenue Forest Park, IL 60130

Dated this 30th day of December, 1999.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Carol Rubio
CAROL RUBIO

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LITE SOFTWARE MAINTENANCE AGREEMENT WITH
AMERICAN COMPUTER & COMMUNICATIONS, INC.
FOR THE TELE TICKET LITE J.U.L.I.E. SOFTWARE FOR
THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") currently operates the Tele Ticket Lite J.U.L.I.E. Software; and

WHEREAS, the Village desires to contract for continued maintenance of the Tele Ticket Lite J.U.L.I.E. Software necessary for the Village to perform essential governmental functions; and

WHEREAS, 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 waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for continued services and support for the Tele Ticket Lite J.U.L.I.E. Software; and

WHEREAS, the Village has received a satisfactory proposal for continued services and support for the Tele Ticket Lite J.U.L.I.E. Software from American Computer & Communications, Inc. ("ACC"), and has negotiated a satisfactory Licensed Software Maintenance Agreement between the Village of Forest Park, Illinois, and ACC for the continued services and support for the Tele Ticket Lite J.U.L.I.E. Software (the "Agreement").

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

Section 1: The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of and negotiate a satisfactory Agreement with ACC to be therein described on the terms and conditions therein provided.

Section 3: The Village hereby approves the Agreement with ACC substantially in the form attached hereto as Exhibit A, with such insertions, omissions and changes as shall be approved by the Village as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein the execution of such documents being conclusive evidence of such approval and subject to ACC executing and providing the Village the Certification attached hereto as Exhibit B.

Section 4: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of April, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

**LICENSED SOFTWARE MAINTENANCE RENEWAL AGREEMENT
WITH AMERICAN COMPUTER & COMMUNICATIONS, INC.
FOR THE TELE TICKET LITE J.U.L.I.E. SOFTWARE
FOR THE VILLAGE OF FOREST PARK, ILLINOIS**



MA # _____

To: Mar 31, 2022

SIGNATURE'S NAME (print or type) _____



AMERICAN COMPUTER & COMMUNICATIONS
10220 S. Roberts Road - Palos Hills, IL 60465 - 1-800-841-0596

"Dedicated Service since 1984"

Web: www.acc-americancomputer.com
Email: info@acc-americancomputer.com
Phone: 800-841-0596 - Fax: 708-633-1456

Service

On-site
Depot
Remote Support
PC's
Apple Systems
Printer Repair

Sales

Fileservers
PC's
Apple
Notebooks
Peripherals
Laser Printers
Dot Matrix
TelePrinters

Networking

Custom cabling
Wireless
LAN
Wan
VPN
Service
Novell Netware
Ms Exchange
MS Server
Firewall
Configurations

Consulting

Service/support
Contracts
Network design
Remote access

OneCall

RO Printers
Telcticket
Software

March 8, 2021

Forest Park, Village of
517 Des Plaines Ave.
Forest Park, IL 60130
Attn: Rory Hoskins

RE: **Tele / Ticket** Lite Software Maintenance Agreement Renewal

Dear Rory:

Thank you for choosing American Computer & Communications (ACC) for your One Call needs. At ACC, our commitment to customer service is complimented by our relentless pursuit of new and innovative solutions to our clients needs. Our knowledgeable trained support staff is always available to assist you, insuring your decision to lease or purchase from ACC is one of the best business decisions you will make this year. In fact, service after the sale is what has enabled ACC to grow with our clients for over 30 years. Given the opportunity, I am confident that ACC will constantly prove to you that indeed, we are the premier One Stop – One Call source.

Based on this commitment we would like to inform you that the Maintenance Agreement for your **Tele / Ticket** Lite Software will expire on March 31, 2021.


The **ACC Maintenance Agreement** is the most comprehensive service offered. Features included in this service are unlimited toll free phone support, preferred scheduling depot service, unlimited remote re-programming, unlimited remote system checks, loaner equipment, free freight charges for loaners and depot service and complete "as good or better" component replacements.

The One Year annual rate for maintenance on the above system is \$675.00. Also available is a 3-year Agreement. Please consider this proposal and call me at (630) 440-6912 if you have any questions or comments.

Upon your approval and signature of the enclosed agreement, please return it along with your payment in the enclosed envelope. Do not remove any of the copies, as we must also sign the agreement and then return a fully executed copy to your attention. To facilitate the implantation of the Maintenance Agreement, you may choose to bill the contract to a credit card. We accept Visa, MasterCard, American Express and Discover.

Thank you again for choosing American Computer & Communications, I wish you continued success and look forward to hearing from you in the very near future.

Respectfully,
American Computer & Communications


Lisa A. Karides
In-house Sales

* Prices are subject to change without notice.

Tele / Ticket SUPPORT / TRAINING FEE SCHEDULE ALL NON CONTRACT SERVICE TO BE BILLED TO MAJOR CREDIT CARD			
		Included in Platinum Maintenance	Price *
Patches	▪ Software patches (Updates)	YES	\$ 400.00 - \$ 800.00
Upgrades	▪ System Upgrades (Additional Features)	NO	BILLABLE
Restoration	▪ TeleTicket System Restoration (Customer is responsible for supplying backed up data)	YES	\$ 500.00
Telephone Support	▪ Hardware / Software ½ hour minimum	YES	\$ 175.00 /hour
	▪ Additional ½ hour increments	YES	\$ 75.00
On Site Labor	▪ On site service call includes travel time	YES	\$ 210.00/ hour
Travel Fee	▪ Incurred expenses (Meals, Travel, Lodging) related to On Site service call	NO	Actual
Depot Bench Fee	▪ Evaluation	YES	\$ 100.00
Depot Repair	▪ Per hour	YES	\$ 175.00
Depot Parts	▪ Hardware parts	YES	As Required
Depot Inbound Shipping	▪ All inbound freight is the responsibility of the customer	YES	Customer
Depot Outbound Shipping	▪ Delivery	YES	Actual
Depot Handling Fee	▪ Handling	YES	\$ 40.00
Loaner Equipment PC	▪ Data and settings to be restored by customer via tape back up	YES	\$ 950.00
Loaner Equipment Monitor	▪ 17" SVGA Monitor	YES	\$ 50.00
Loaner Equipment Printer	▪ Impact printer	YES	\$ 50.00
Loaner Equipment Outbound Shipping	▪ Outbound freight costs incurred in transport of loaner equipment to the customer	YES	Actual
Loaner Equipment Handling	▪ Outbound handling costs incurred in transport of loaner equipment to the customer	YES	\$ 20.00
The Items below are available but NOT as part of the ACC Platinum Maintenance Agreement			
Programming	▪ Programming per project	NO	QUOTE
Additional License	▪ Allow additional users to access your networked TeleTicket application	NO	\$ 950.00
Installation	▪ Installation / Training Dispatcher and Locator (2 days) per location Incurred expenses (Meals, Travel, Lodging)	NO	\$ 2240.00 + Expenses
On Site Training	▪ Dispatcher and Locator (1 day) per location	NO	\$ 880.00
	▪ Incurred expenses (Meals, Travel, Lodging)		+ Expenses
Tele Training (Internet & Phone connection required)	▪ Telephone training 1 hour	NO	\$ 300.00
	▪ Additional ½ hour increments	NO	\$ 150.00
* Due to cost fluctuations in the computer industry, all prices and fees are subject to change without notice			

ALL NON CONTRACT SERVICE TO BE BILLED TO MAJOR CREDIT CARD AT THE TIME OF INITIAL CONTACT

Tele / Ticket PLATINUM SERVICE

▪ Installation of new equipment / peripherals / software / updates / upgrades	BILLABLE
▪ Unlimited Toll Free Telephone Support <i>business hour</i>	YES
▪ Preferred On Site Service <i>business hour</i>	YES
▪ Preferred Depot Service <i>as needed</i>	YES
▪ Loaner Equipment for Depot Service	YES
▪ Travel Charges 50 mile radius of Chicago	YES
▪ Unlimited Labor <i>business hour</i>	YES
▪ Network Support <i>cable, connections, hubs, Operating System</i>	YES
▪ Tele / Ticket Support (Locator & Host)	
Unlimited Telephone Support	YES
Remote Application Support	YES
Application Fixes	YES
Application Upgrades	BILLABLE
▪ Monitors	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Keyboards	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Mice	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Internal Computer Component	
Labor	YES
▪ PARTS REPLACEMENTS	
Video Card	YES
Diskette Drive	YES
Controller Card	YES
Hard Drive	YES
Tape Drive	YES
Zip Drive	YES
CD ROM Drive	YES
Modem	YES
CPU	YES
Motherboard	YES
Sound Card	YES
RAM Memory	YES
Network Card	YES
• Virus	
Scan / Clean up	YES
Data Recovery Attempt <i>(Not guaranteed)</i>	YES
System Reconfiguration after Hardware Replacement	YES
Software Reload after Hardware Replacement	YES
▪ Data Recovery Attempt after Hardware Replacement <i>(Not guaranteed)</i>	YES
▪ Network Reconfiguration after Hardware Replacement	YES
▪ Printer Component Hardware Replacement	
Paper Feed Rollers	YES
Fusers	YES
LED	YES
Labor	YES
Consumables	DISCOUNTED
"As Good or BETTER" Replacements (we will replace any component with components of as good or better quality/capacity at no additional charge)	

EXHIBIT B

CERTIFICATION

This Certification to the Village of Forest Park (“Village”), dated April _____, 2021, is made by American Computer & Communications, Inc. (“Contractor”), and supplements that certain Maintenance Agreement, effective April 1, 2021 through March 31, 2022, by and between the Village and Contractor, as follows:

1. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, contractors, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from and related to any breach of the foregoing representations and warranties.
2. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. in compliance with equal employment opportunities and that during the performance of the Agreement. In addition to the terms provided in the Agreement, the Contractor shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will

hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- c. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- d. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future Agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- e. in compliance with 30 ILCS 580/1 *et. seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the Contractor's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph 3.e.(1) to each employee engaged in the performance

of the Agreement, and to post the statement in a prominent place in the workplace.

- (4) Notifying the Village within ten (10) days after receiving notice under Subparagraph 3.e.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
3. Contractor certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 7 of the Village Code of the Village of Forest Park pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.
4. Contractor certifies that Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 7 of the Village Code of the Village of Forest Park pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

AMERICAN COMPUTER & COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I _____, Mayor of the City of
_____, do hereby proclaim
_____, as



In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____.

Mayor _____

Rory E. Hoskins

**RESOLUTION AUTHORIZING THE AWARD OF THE
CONTRACT FOR THE 2020 WATERMAIN REPLACEMENT AND
RESURFACING PROJECT FOR THE VILLAGE OF FOREST PARK
(7700 Block Monroe and 400-600 Blocks Thomas)**

WHEREAS, the Village of Forest Park has advertised for bids for the 2020 Watermain Replacement and Resurfacing Project ("Project"); and

WHEREAS, on April 7, 2021 at 10:00 A.M. the bid results were publicly opened, read aloud and the following seven (7) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd.:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$1,361,755.10</i>
1	Uno Construction Co.	\$1,096,000.63
2	Suburban General Construction, Inc.	\$1,148,353.62
3	Gerardi Sewer & Water Co.	\$1,157,239.47
4	Unique Plumbing Co.	\$1,271,996.61
5	Chicagoland Paving Contractors, Inc.	\$1,305,000.00
6	H. Linden & Sons Sewer and Water, Inc.	\$1,318,144.26
7	Swallow Construction	\$1,397,952.51

WHEREAS, Uno Construction Co. was the apparent low bidder and provided the correct forms required, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineers, who have determined Uno Construction Co. to be a responsible bidder and have recommended to the Village Council that the award of the contract for the Project be made to Uno Construction Co. for their bid in the amount of \$1,096,000.63; and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project be made to the lowest bidder, Uno Construction Co. for their bid in the amount of \$1,096,000.63; and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract and that the Village Clerk attest to the Mayor's signature on said documents.

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest bidder, Uno Construction Co. for their bid in the amount of \$1,096,000.63.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest bidder, Uno Construction Co., for their bid in the amount of \$1,096,000.63.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of April, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 26th day of April, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

April 7, 2021

Village of Forest Park
517 Desplaines Avenue
Forest Park, Illinois 60130

Attention: Tim Gillian – Village Administrator

Subject: 2020 Watermain and Resurfacing Project
Bid Results / Recommendation of Award
(CBBEL Project No. 00-23BG094)

Dear Mr. Gillian:

On Wednesday April 7, 2021 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 2020 Watermain and Resurfacing Project. Seven (7) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 1,361,755.10
1	Uno Construction Co.	\$ 1,096,000.63
2	Suburban General Construction, Inc.	\$ 1,148,353.62
3	Gerardi Sewer & Water Co.	\$ 1,157,239.47
4	Unique Plumbing Co.	\$ 1,271,996.61*
5	Chicagoland Paving Contractors, Inc.	\$ 1,305,000.00
6	H. Linden & Sons Sewer and Water, Inc.	\$ 1,318,144.26
7	Swallow Construction	\$ 1,397,952.51

*indicates corrected by CBBEL

Uno Construction Co. is the low bidder with a bid of \$1,096,000.63. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with Uno Construction Co. previously and they appear qualified to perform this work.

Based on Uno Construction Co. pricing, we estimate the following funding breakdown: \$414,939.88 MFT, and \$681,060.75 Water Fund. Enclosed for your review is the bid tabulation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Senior Project Manager

cc: John Doss – Village of Forest Park

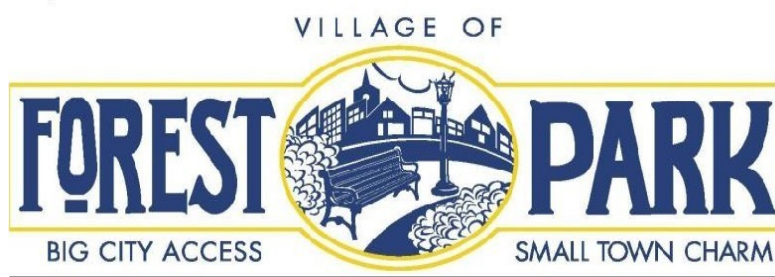
Village of Forest Park
2020 Watermain and Resurfacing Project
BID TABULATION
Tuesday April 5, 2021, 10:00 AM
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING

ENGINEERS ESTIMATE	Uno Construction Co. 6037 Brookbank Road Downers Grove, IL 60516 Bid Bond: YES Planholder: YES	Suburban General Construction, Inc. 1019 E. 31st Street La Grange Park, IL 60526 Bid Bond: YES Planholder: YES	Gerardi Sewer & Water Co. 1785 Armitage Court Addison, IL 60101 Bid Bond: YES Planholder: YES	Unique Plumbing Co. 9408 W. 47th Street Brookfield, IL 60513 Bid Bond: YES Planholder: YES	Chicagoland Paving Contractors, Inc. 225 Telser Road Lake Zurich, IL 60047 Bid Bond: YES Planholder: YES	H. Linden & Sons Sewer and Water, Inc. 722 E. South Street, Unit D Plano, IL 60545 Bid Bond: YES Planholder: YES	Swallow Construction 4250 Lacey Downers Grove, IL 60515 Bid Bond: YES Planholder: YES
--------------------	--	--	---	--	--	--	---

Item	Description	Unit	Quantity	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$ 40.00	\$ 1,800.00	\$ 46.75	\$ 2,103.75	\$ 100.00	\$ 4,500.00	\$ 46.75	\$ 2,103.75	\$ 108.00	\$ 4,860.00	\$ 110.00	\$ 4,950.00	\$ 20.00	\$ 900.00	\$ 100.00	\$ 4,500.00
2	TREE TRUNK PROTECTION	EACH	10	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00	\$ 125.00	\$ 1,250.00	\$ 100.00	\$ 1,000.00	\$ 135.00	\$ 1,350.00	\$ 140.00	\$ 1,400.00	\$ 100.00	\$ 1,000.00	\$ 32.00	\$ 320.00
3	TREE ROOT PRUNING	EACH	59	\$ 125.00	\$ 7,375.00	\$ 100.00	\$ 5,900.00	\$ 100.00	\$ 5,900.00	\$ 100.00	\$ 5,900.00	\$ 108.00	\$ 6,372.00	\$ 110.00	\$ 6,490.00	\$ 110.00	\$ 6,490.00	\$ 100.00	\$ 5,900.00
4	TRENCH BACKFILL	CU YD	1760	\$ 35.00	\$ 61,600.00	\$ 27.00	\$ 47,520.00	\$ 0.01	\$ 17.60	\$ 20.00	\$ 35,200.00	\$ 40.20	\$ 70,752.00	\$ 25.75	\$ 45,320.00	\$ 35.00	\$ 61,600.00	\$ 37.00	\$ 65,120.00
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3554	\$ 10.00	\$ 35,540.00	\$ 5.38	\$ 19,120.52	\$ 6.00	\$ 21,324.00	\$ 5.00	\$ 17,770.00	\$ 6.50	\$ 23,101.00	\$ 5.30	\$ 18,836.20	\$ 4.00	\$ 14,216.00	\$ 5.00	\$ 17,770.00
6	SEEDING, CLASS 1A	ACRE	1	\$ 5,000.00	\$ 3,700.00	\$ 1,352.00	\$ 1,000.48	\$ 7,000.00	\$ 5,180.00	\$ 10,000.00	\$ 7,400.00	\$ 3,200.00	\$ 2,368.00	\$ 2,450.00	\$ 1,813.00	\$ 5,000.00	\$ 3,700.00	\$ 2,300.00	\$ 1,702.00
7	EROSION CONTROL BLANKET	SQ YD	3554	\$ 5.00	\$ 17,770.00	\$ 1.13	\$ 4,016.02	\$ 2.00	\$ 7,108.00	\$ 2.00	\$ 7,108.00	\$ 2.45	\$ 8,707.30	\$ 1.10	\$ 3,909.40	\$ 3.00	\$ 10,662.00	\$ 1.00	\$ 3,554.00
8	SODDING, SALT TOLERANT	SQ YD	1726	\$ 10.00	\$ 17,260.00	\$ 8.00	\$ 13,808.00	\$ 6.00	\$ 10,356.00	\$ 8.00	\$ 13,808.00	\$ 16.20	\$ 27,961.20	\$ 14.00	\$ 24,164.00	\$ 10.00	\$ 17,260.00	\$ 11.00	\$ 18,986.00
9	SUPPLEMENTAL WATERING	UNIT	15	\$ 40.00	\$ 600.00	\$ 50.00	\$ 750.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 27.00	\$ 405.00	\$ 0.01	\$ 0.15	\$ 1.00	\$ 15.00	\$ 100.00	\$ 1,500.00
10	INLET FILTERS	EACH	37	\$ 125.00	\$ 4,625.00	\$ 20.00	\$ 740.00	\$ 75.00	\$ 2,775.00	\$ 10.00	\$ 370.00	\$ 105.00	\$ 3,885.00	\$ 150.00	\$ 5,550.00	\$ 140.00	\$ 5,180.00	\$ 118.50	\$ 4,384.50
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$ 20.00	\$ 1,600.00	\$ 15.00	\$ 1,200.00	\$ 15.00	\$ 1,200.00	\$ 20.00	\$ 1,600.00	\$ 16.20	\$ 1,296.00	\$ 20.00	\$ 1,600.00	\$ 24.00	\$ 1,920.00	\$ 52.00	\$ 4,160.00
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	5426	\$ 0.10	\$ 542.60	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26	\$ 0.01	\$ 54.26
13	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	332	\$ 100.00	\$ 33,200.00	\$ 113.25	\$ 37,599.00	\$ 113.25	\$ 37,599.00	\$ 98.75	\$ 32,785.00	\$ 106.65	\$ 35,407.80	\$ 100.00	\$ 33,200.00	\$ 106.00	\$ 35,192.00	\$ 99.00	\$ 32,868.00
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	129	\$ 8.00	\$ 1,032.00	\$ 6.50	\$ 838.50	\$ 6.50	\$ 838.50	\$ 15.00	\$ 1,935.00	\$ 13.00	\$ 1,677.00	\$ 10.00	\$ 1,290.00	\$ 7.00	\$ 903.00	\$ 15.00	\$ 1,935.00
15	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	663	\$ 90.00	\$ 59,670.00	\$ 76.00	\$ 50,388.00	\$ 76.00	\$ 50,388.00	\$ 85.50	\$ 56,686.50	\$ 90.70	\$ 60,134.10	\$ 90.00	\$ 59,670.00	\$ 85.00	\$ 56,355.00	\$ 86.00	\$ 57,018.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	\$ 70.00	\$ 3,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 60.00	\$ 3,000.00	\$ 72.50	\$ 3,625.00	\$ 75.00	\$ 3,750.00	\$ 56.25	\$ 2,812.50
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	20	\$ 80.00	\$ 1,600.00	\$ 52.00	\$ 1,040.00	\$ 52.00	\$ 1,040.00	\$ 52.00	\$ 1,040.00	\$ 62.20	\$ 1,244.00	\$ 94.00	\$ 1,880.00	\$ 95.00	\$ 1,900.00	\$ 58.25	\$ 1,165.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6700	\$ 7.00	\$ 46,900.00	\$ 6.50	\$ 43,550.00	\$ 6.50	\$ 43,550.00	\$ 6.50	\$ 43,550.00	\$ 8.00	\$ 53,600.00	\$ 7.00	\$ 46,900.00	\$ 7.00	\$ 46,900.00	\$ 8.00	\$ 53,600.00
19	DETECTABLE WARNINGS	SQ FT	168	\$ 35.00	\$ 5,880.00	\$ 29.50	\$ 4,956.00	\$ 29.50	\$ 4,956.00	\$ 29.50	\$ 4,956.00	\$ 32.00	\$ 5,376.00	\$ 23.85	\$ 4,006.80	\$ 28.00	\$ 4,704.00	\$ 34.00	\$ 5,712.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	7654	\$ 4.00	\$ 30,616.00	\$ 2.70	\$ 20,665.80	\$ 2.70	\$ 20,665.80	\$ 3.95	\$ 30,233.30	\$ 4.05	\$ 30,998.70	\$ 2.50	\$ 19,135.00	\$ 4.00	\$ 30,616.00	\$ 5.00	\$ 38,270.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	70	\$ 15.00	\$ 1,050.00	\$ 11.00	\$ 770.00	\$ 11.00	\$ 770.00	\$ 11.00	\$ 770.00	\$ 13.00	\$ 910.00	\$ 15.00	\$ 1,050.00	\$ 10.00	\$ 700.00	\$ 22.00	\$ 1,540.00
22	SIDEWALK REMOVAL	SQ FT	6700	\$ 1.75	\$ 11,725.00	\$ 0.50	\$ 3,350.00	\$ 0.50	\$ 3,350.00	\$ 0.50	\$ 3,350.00	\$ 0.54	\$ 3,618.00	\$ 1.00	\$ 6,700.00	\$ 2.00	\$ 13,400.00	\$ 0.50	\$ 3,350.00
23	STORM SEWER REMOVAL 6"	FOOT	23	\$ 15.00	\$ 345.00	\$ 8.00	\$ 184.00	\$ 1.00	\$ 23.00	\$ 3.00	\$ 69.00	\$ 10.00	\$ 230.00	\$ 10.30	\$ 236.90	\$ 1.00	\$ 23.00	\$ 0.25	\$ 5.75
24	STORM SEWER REMOVAL 8"	FOOT	52	\$ 15.00	\$ 780.00	\$ 8.00	\$ 416.00	\$ 1.00	\$ 52.00	\$ 4.00	\$ 208.00	\$ 10.00	\$ 520.00	\$ 10.30	\$ 535.60	\$ 1.00	\$ 52.00	\$ 0.25	\$ 13.00
25	STORM SEWER REMOVAL 10"	FOOT	203	\$ 17.50	\$ 3,552.50	\$ 8.00	\$ 1,624.00	\$ 1.00	\$ 203.00	\$ 5.00	\$ 1,015.00	\$ 10.00	\$ 2,030.00	\$ 12.40	\$ 2,517.20	\$ 1.00	\$ 203.00	\$ 0.25	\$ 50.75
26	STORM SEWER REMOVAL 12"	FOOT	214	\$ 17.50	\$ 3,745.00	\$ 8.00	\$ 1,712.00	\$ 1.00	\$ 214.00	\$ 6.00	\$ 1,284.00	\$ 10.00	\$ 2,140.00	\$ 12.40	\$ 2,653.60	\$ 1.00	\$ 214.00	\$ 0.25	\$ 53.50
*27	DUCTILE IRON WATER MAIN 6"	FOOT	35	\$ 110.00	\$ 3,850.00	\$ 75.00	\$ 2,625.00	\$ 100.00	\$ 3,500.00	\$ 60.00	\$ 2,100.00	\$ 91.65	\$ 3,207.75	\$ 97.85	\$ 3,424.75	\$ 82.00	\$ 2,870.00	\$ 39.00	\$ 1,365.00
*28	DUCTILE IRON WATER MAIN 8"	FOOT	2005	\$ 110.00	\$ 220,550.00	\$ 95.00	\$ 190,475.00	\$ 129.00	\$ 258,645.00	\$ 100.00	\$ 200,500.00	\$ 92.05	\$ 184,560.25	\$ 113.30	\$ 227,166.50	\$ 85.00	\$ 170,425.00	\$ 80.00	\$ 160,400.00
*29	DUCTILE IRON WATER MAIN 10"	FOOT	15	\$ 115.00	\$ 1,725.00	\$ 125.00	\$ 1,875.00	\$ 132.00	\$ 1,980.00	\$ 110.00	\$ 1,650.00	\$ 109.00	\$ 1,635.00	\$ 145.00	\$ 2,175.00	\$ 91.00	\$ 1,365.00	\$ 55.00	\$ 825.00
*30	DUCTILE IRON WATER MAIN 12"	FOOT	45	\$ 125.00	\$ 5,625.00	\$ 90.00	\$ 4,050.00	\$ 135.00	\$ 6,075.00	\$ 120.00	\$ 5,400.00	\$ 118.60	\$ 5,337.00	\$ 160.00	\$ 7,200.00	\$ 104.00	\$ 4,680.00	\$ 145.00	\$ 6,525.00
*31	WATER VALVES 8"	EACH	4	\$ 3,500.00	\$ 14,000.00	\$ 3,000.00	\$ 12,000.00	\$ 4,250.00	\$ 17,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,830.00	\$ 7,320.00	\$ 2,320.00	\$ 9,280.00	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00
*32	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	740	\$ 30.00	\$ 22,200.00	\$ 45.00	\$ 33,300.00	\$ 5.00	\$ 3,700.00	\$ 20.00	\$ 14,800.00	\$ 33.40	\$ 24,716.00	\$ 51.50	\$ 38,110.00	\$ 125.00	\$ 92,500.00	\$ 121.00	\$ 89,540.00
*33	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$ 7,000.00	\$ 28,000.00	\$ 5,000.00	\$ 20,000.00	\$ 8,500.00	\$ 34,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,500.00	\$ 22,000.00	\$ 6,975.00	\$ 27,900.00	\$ 5,000.00	\$ 20,000.00	\$ 9,500.00	\$ 38,000.00
34	INLETS, TYPE A																		

Village of Forest Park
2020 Watermain and Resurfacing Project
BID TABULATION
Tuesday April 5, 2021, 10:00 AM
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING

				ENGINEERS ESTIMATE		Uno Construction Co. 6037 Brookbank Road Downers Grove, IL 60516 Bid Bond: YES Planholder: YES		Suburban General Construction, Inc. 1019 E. 31st Street La Grange Park, IL 60526 Bid Bond: YES Planholder: YES		Gerardi Sewer & Water Co. 1785 Armitage Court Addison, IL60101 Bid Bond: YES Planholder: YES		Unique Plumbing Co. 9408 W. 47th Street Brookfield, IL 60513 Bid Bond: YES Planholder: YES		Chicagoland Paving Contractors, Inc. 225 Telser Road Lake Zurich, IL 60047 Bid Bond: YES Planholder: YES		H. Linden & Sons Sewer and Water, Inc. 722 E. South Street, Unit D Plano, IL 60545 Bid Bond: YES Planholder: YES		Swallow Construction 4250 Lacey Downers Grove, IL 60515 Bid Bond: YES Planholder: YES	
Item	Description	Unit	Quantity	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost
*55	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 31,500.00	\$ 31,500.00	\$ 35,000.00	\$ 35,000.00	\$ 22,265.00	\$ 22,265.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 65,000.00	\$ 65,000.00
*56	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 15,230.00	\$ 15,230.00	\$ 2,900.00	\$ 2,900.00	\$ 14,000.00	\$ 14,000.00	\$ 9,000.00	\$ 9,000.00
*57	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED (SPECIAL)	EACH	10	\$ 1,750.00	\$ 17,500.00	\$ 1,000.00	\$ 10,000.00	\$ 1,750.00	\$ 17,500.00	\$ 1,750.00	\$ 17,500.00	\$ 1,600.00	\$ 16,000.00	\$ 2,060.00	\$ 20,600.00	\$ 1,300.00	\$ 13,000.00	\$ 1,700.00	\$ 17,000.00
*58	DRAINAGE STRUCTURE TO BE REMOVED	EACH	11	\$ 500.00	\$ 5,500.00	\$ 200.00	\$ 2,200.00	\$ 100.00	\$ 1,100.00	\$ 200.00	\$ 2,200.00	\$ 450.00	\$ 4,950.00	\$ 515.00	\$ 5,665.00	\$ 300.00	\$ 3,300.00	\$ 140.00	\$ 1,540.00
*59	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	23	\$ 70.00	\$ 1,610.00	\$ 90.00	\$ 2,070.00	\$ 35.00	\$ 805.00	\$ 40.00	\$ 920.00	\$ 76.25	\$ 1,753.75	\$ 51.50	\$ 1,184.50	\$ 65.00	\$ 1,495.00	\$ 85.00	\$ 1,955.00
*60	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	52	\$ 75.00	\$ 3,900.00	\$ 95.00	\$ 4,940.00	\$ 36.00	\$ 1,872.00	\$ 50.00	\$ 2,600.00	\$ 85.00	\$ 4,420.00	\$ 67.00	\$ 3,484.00	\$ 71.00	\$ 3,692.00	\$ 70.00	\$ 3,640.00
*61	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	203	\$ 80.00	\$ 16,240.00	\$ 55.00	\$ 11,165.00	\$ 37.00	\$ 7,511.00	\$ 60.00	\$ 12,180.00	\$ 89.40	\$ 18,148.20	\$ 81.40	\$ 16,524.20	\$ 73.00	\$ 14,819.00	\$ 110.00	\$ 22,330.00
*62	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	214	\$ 85.00	\$ 18,190.00	\$ 65.00	\$ 13,910.00	\$ 40.00	\$ 8,560.00	\$ 70.00	\$ 14,980.00	\$ 97.45	\$ 20,854.30	\$ 92.75	\$ 19,848.50	\$ 75.00	\$ 16,050.00	\$ 100.00	\$ 21,400.00
*63	SEWER CLEANING AND TELEVISIONING, 12"	FOOT	3161	\$ 8.00	\$ 25,288.00	\$ 2.25	\$ 7,112.25	\$ 3.00	\$ 9,483.00	\$ 2.50	\$ 7,902.50	\$ 2.45	\$ 7,744.45	\$ 4.00	\$ 12,644.00	\$ 5.00	\$ 15,805.00	\$ 3.00	\$ 9,483.00
*64	SEWER CLEANING AND TELEVISION, 10"	FOOT	300	\$ 8.00	\$ 2,400.00	\$ 2.25	\$ 675.00	\$ 3.00	\$ 900.00	\$ 2.50	\$ 750.00	\$ 2.45	\$ 735.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00
*65	SEWER CLEANING AND TELEVISIONING, 8"	FOOT	145	\$ 8.00	\$ 1,160.00	\$ 2.25	\$ 326.25	\$ 3.00	\$ 435.00	\$ 2.50	\$ 362.50	\$ 2.45	\$ 355.25	\$ 5.00	\$ 725.00	\$ 5.00	\$ 725.00	\$ 3.00	\$ 435.00
*66	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1446	\$ 45.00	\$ 65,070.00	\$ 36.30	\$ 52,489.80	\$ 36.30	\$ 52,489.80	\$ 50.00	\$ 72,300.00	\$ 39.20	\$ 56,683.20	\$ 40.00	\$ 57,840.00	\$ 43.00	\$ 62,178.00	\$ 55.00	\$ 79,530.00
*67	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (FOOT	2155	\$ 35.00	\$ 75,425.00	\$ 26.25	\$ 56,568.75	\$ 27.00	\$ 58,185.00	\$ 26.25	\$ 56,568.75	\$ 30.35	\$ 65,404.25	\$ 28.50	\$ 61,417.50	\$ 28.00	\$ 60,340.00	\$ 35.00	\$ 75,425.00
*68	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	21	\$ 1,000.00	\$ 21,000.00	\$ 800.00	\$ 16,800.00	\$ 1,100.00	\$ 23,100.00	\$ 900.00	\$ 18,900.00	\$ 600.00	\$ 12,600.00	\$ 980.00	\$ 20,580.00	\$ 1,000.00	\$ 21,000.00	\$ 1,300.00	\$ 27,300.00
*69	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,485.00	\$ 3,485.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,620.00	\$ 1,620.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,500.00	\$ 5,500.00
*70	ITEMS ORDERED BY ENGINEER	DOLLAR	25000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
*71	SHRUB	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 40.00	\$ 160.00	\$ 250.00	\$ 1,000.00	\$ 80.00	\$ 320.00	\$ 270.00	\$ 1,080.00	\$ 100.00	\$ 400.00	\$ 300.00	\$ 1,200.00	\$ 75.00	\$ 300.00
*72	PLUG AND BLOCK WATER MAIN (SPECIAL)	EACH	6	\$ 1,500.00	\$ 9,000.00	\$ 1,200.00	\$ 7,200.00	\$ 1,500.00	\$ 9,000.00	\$ 1,575.00	\$ 9,450.00	\$ 1,800.00	\$ 10,800.00	\$ 1,290.00	\$ 7,740.00	\$ 1,200.00	\$ 7,200.00	\$ 1,500.00	\$ 9,000.00
*73	PRESSURE CONNECTION, 10" X 8"	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00	\$ 5,750.00	\$ 5,750.00	\$ 5,100.00	\$ 5,100.00	\$ 10,300.00	\$ 10,300.00	\$ 6,500.00	\$ 6,500.00	\$ 9,000.00	\$ 9,000.00
*74	PRESSURE CONNECTION, 12" X 8"	EACH	1	\$ 9,500.00	\$ 9,500.00	\$ 4,215.00	\$ 4,215.00	\$ 3,500.00	\$ 3,500.00	\$ 5,850.00	\$ 5,850.00	\$ 5,255.00	\$ 5,255.00	\$ 12,360.00	\$ 12,360.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
*75	NON-PRESSURE CONNECTION TO EXISTING 8" WATER MAIN	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,750.00	\$ 7,500.00	\$ 4,800.00	\$ 9,600.00	\$ 4,635.00	\$ 9,270.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
*76	NON-PRESSURE CONNECTION TO EXISTING 12" WATER MAIN	EACH	2	\$ 6,000.00	\$ 12,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,800.00	\$ 9,600.00	\$ 6,130.00	\$ 12,260.00	\$ 4,000.00	\$ 8,000.00	\$ 7,000.00	\$ 14,000.00
*77	PVC C-900 CASING, 16"	FOOT	26	\$ 200.00	\$ 5,200.00	\$ 85.00	\$ 2,210.00	\$ 100.00	\$ 2,600.00	\$ 100.00	\$ 2,600.00	\$ 82.20	\$ 2,137.20	\$ 200.00	\$ 5,200.00	\$ 103.00	\$ 2,678.00	\$ 75.00	\$ 1,950.00
*78	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	4	\$ 4,000.00	\$ 16,000.00	\$ 3,800.00	\$ 15,200.00	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,900.00	\$ 11,600.00	\$ 2,525.00	\$ 10,100.00	\$ 2,400.00	\$ 9,600.00	\$ 1,800.00	\$ 7,200.00
*79	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,400.00	\$ 6,800.00	\$ 2,935.00	\$ 5,870.00	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00
*80	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	EACH	40	\$ 2,500.00	\$ 100,000.00	\$ 2,000.00	\$ 80,000.00	\$ 3,000.00	\$ 120,000.00	\$ 2,400.00	\$ 96,000.00	\$ 3,300.00	\$ 132,000.00	\$ 2,475.00	\$ 99,000.00	\$ 3,000.00	\$ 120,000.00	\$ 3,200.00	\$ 128,000.00
*81	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 2"	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 6,750.00	\$ 13,500.00	\$ 4,175.00	\$ 8,350.00	\$ 1,225.00	\$ 2,450.00	\$ 4,635.00	\$ 9,270.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00
*82	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	EACH	35	\$ 2,000.00	\$ 70,000.00	\$ 1,600.00	\$ 56,000.00	\$ 2,260.00	\$ 79,100.00	\$ 1,450.00	\$ 50,750.00	\$ 2,010.00	\$ 70,350.00	\$ 2,010.00	\$ 70,350.00	\$ 2,000.00	\$ 70,000.00	\$ 2,000.00	\$ 70,000.00
*83	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1.5"	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,175.00	\$ 2,175.00	\$ 3,800.00	\$ 3,800.00	\$ 3,100.00	\$ 3,100.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
*84	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 2"	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 5,500.00	\$ 5,500.00	\$ 2,800.00	\$ 2,800.00	\$ 4,660.00	\$ 4,660.00	\$ 4,330.00	\$ 4,330.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
*85	WATER VALVE TO BE REMOVED AND SALVAGED (SPECIAL)	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 3,100.00	\$ 3,100.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
AS-READ TOTAL:						\$ 1,096,000.63		\$ 1,148,353.62		\$ 1,157,239.47		\$ 1,271,998.61		\$ 1,305,000.00		\$ 1,318,144.26		\$ 1,397,952.51	
CALCULATED TOTAL:				\$ 1,361,755.10		\$ 1,096,000.63		\$ 1,148,353.62		\$ 1,157,239.47		\$ 1,271,996.61		\$ 1,305,000.00		\$ 1,318,144.26		\$ 1,397,952.51	



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I _____, Mayor of the City of
_____, do hereby proclaim
_____, as

 **Arbor Day**

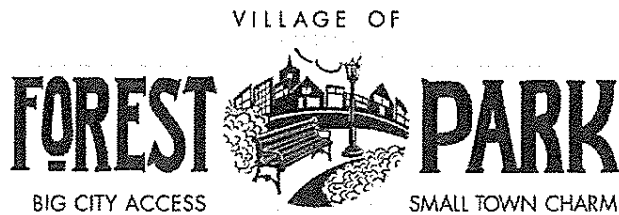
In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____.

Mayor _____

Rory E. Hoskins



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

- Type of Organization:**
- | | |
|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Business | <input type="checkbox"/> Charitable |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Fraternal |
| <input type="checkbox"/> Labor | <input type="checkbox"/> Veterans |
| <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Religious |

Name of Organization: Village of Forest Park & FP Park Dist.

Address: 7329 Harrison St. FP

Applicant's Name: Karen Dyluski

Email Address: KDyluski@Forestpark.net Phone: (708) 406-0597

Length of time organization has been in existence: _____

Place and date of organization's charter, if applicable:

Place: _____

Date: _____

Items required (no later than 30 days prior to the start of all raffle sales):

- ☐ Application Fee
 - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ Articles of Incorporation and/or Charter
- ☐ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond

OFFICER INFORMATION

President/Chairperson's Name: Karen Dylewski

Address: 7329 Harrison St. Forest Park

Telephone #: 708 606 0597 Email: kdylewski@forestpark.ga

Secretary's Name (if applicable): _____

Address: _____

Telephone #: _____ Email: _____

Treasurer's Name: _____

Address: _____

Telephone #: _____ Email: _____

Raffle Manager's Name: Karen Dylewski

Address: "

Telephone #: " Email: "

RAFFLE INFORMATION

☐ Traditional

☒ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 6/26/21 to one day 6/26/21

Area(s) where Raffle Tickets will be sold: 7329 Harrison St. PK District

Raffle Ticket Price: \$1.00 each

Maximum number of tickets to be sold: _____

Drawing(s):

Date(s) and time(s) of raffle drawing: _____

Location of raffle drawing(s): 7329 Harrison St. Forest Park

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday:

List of Prizes and Retail Cost(s):

Prize

Retail Cost

§ _____

§ _____

§ _____

§ _____

\$ _____

§ _____

§ _____

\$ _____

§ _____

§ _____

\$ _____

\$ _____

\$ _____

§ _____

\$ _____

§ _____

§ _____

§ _____

§ _____

Total: \$ _____

BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

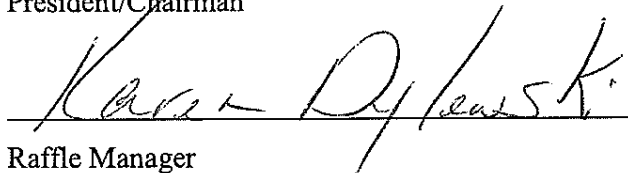
The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.



Applicant

President/Chairman



Secretary

Raffle Manager

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

(SEAL)



OFFICE OF THE MAYOR – RORY E. HOSKINS

To: The Honorable Commissioners
Date: April 21, 2021

Dear Commissioners,

I am seeking your support in the reappointment of Steve Rummel to fill a vacancy on the Police Pension Board. His application and resume is attached for your review:

Your favorable support would be appreciated.

RESUME FOR BOARD/COMMISSION CANDIDATES				1 NAME OF BOARD/COMMISSION FOR WHICH YOU ARE APPLYING FOREST PARK POLICE PENSION BOARD COMMISSION	
2 PRINT NAME STEVEN M RUMMEL				3. Female Male <input type="checkbox"/> <input type="checkbox"/> American Indian or Alaskan Native. A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community activities. <input type="checkbox"/> <input type="checkbox"/> Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa. <input type="checkbox"/> <input type="checkbox"/> Black not of Hispanic Origin. A person having origins in any of the black racial groups of Africa. <input type="checkbox"/> <input type="checkbox"/> Spanish or Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race. <input type="checkbox"/> <input checked="" type="checkbox"/> White not of Hispanic Origin. A person having origins in any of the original people of Europe, North Africa or the Middle East. <input type="checkbox"/> <input type="checkbox"/> Other: _____	
4. RESIDENCE ADDRESS (Street, City, State, ZIP Code) FOREST PARK IL 60130					
5 E-MAIL ADDRESS(S) srummel1@gmail.com					
6. SOCIAL SECURITY NUMBER [REDACTED]		7 DRIVER'S LICENSE NUMBER [REDACTED]			
8 TELEPHONE NUMBER HOME BUSINESS CELL [REDACTED]		9. COUNTY OF RESIDENCE COOK			
10 PLACE OF BIRTH NEW YORK		11 DATE OF BIRTH (M/D/Y) [REDACTED]			
12. Have you ever been convicted of any criminal offense (s) in Illinois, or in another state, or in federal court (other than minor traffic violations)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach explanation stating the date and place of conviction (s) and the nature of such offense (s).					
13. EDUCATION					
A. HIGH SCHOOL - Name and Location of Institution CONNETHQUOT H.S. BOHEMIA, NY				GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
B. COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution UNIV. OF IL AT URBANA-CHAMPAIGN				GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NUMBER OF YEARS ATTENDED 3		CURRICULUM FINANCE Major ____ Minor		TYPE OF DEGREE GRANTED B.S. DATE DEGREE ISSUED JAN 15, 1999	
COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution					
NUMBER OF YEARS ATTENDED		CURRICULUM ____ Major ____ Minor		TYPE OF DEGREE GRANTED DATE DEGREE ISSUED	
C. COLLEGE - POSTGRADUATE - Name and Location of Institution DE PAUL UNIV.					
TYPE OF CURRICULUM DATA SCIENCE			TYPE OF DEGREE GRANTED M.S.		DATE DEGREE ISSUED JUNE 14, 2019
COLLEGE - POSTGRADUATE - Name and Location of Institution					
TYPE OF CURRICULUM			TYPE OF DEGREE GRANTED		DATE DEGREE ISSUED

14 Do you possess any professional license. Qualifications, if Yes, as shown below.

Type of License	License Number	Date of License	State of License	Current?
CERTIFIED PUBLIC ACCOUNTANT	84350	AUG 8	IL	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

15 PROFESSIONAL EXPERIENCE (time must be accounted for from inception to present)

From	To	EMPLOYER NAME AND ADDRESS	DESCRIPTION OF EXPERIENCE
		SEE A LATER RESUME	

16 PROFESSIONAL ASSOCIATIONS/ACTIVITIES

17 HONORS/PUBLICATIONS/OTHER

I, STEVEN

an investigation for
or agency which is
Village of Forest
to, employment re
or age from ar

st
tion
e
d
on

C N L C T F I N R E S U S I N A I E

a r is "YES" to any of following please explain

1 Have you or your company entered into any bus ss or consulting cont three years? If so, list your pa rs (if any) and identify all V lage de with illage in the last which you or your company have had a contract in the last three years

2 If you answered "Yes" to question number 1, please list the work perf ed

3 Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed

4 Have you ever been arrested or convicted of a felony?

5 Are you aware of any investigation of your conduct by any federal state or local law enforcement agency?

6 Have you ever served on a Village Commission or Board?

7 If you answered yes to question #6 please list what board and when you served?

Do you have any government-guaranteed loan outstanding?

I HAVE A VETERANS HOUSING ADMINISTRATION HOME LOAN

9 Is any member of your immediate family employed by the Vi lage?

10 Is there anything in your background, including any investments or real estate holdings, w m create or appear to create any conflict of interest with yo r appointmen ?

11 Is there an g in your background which, if it were disclosed ight prove to embarrassing to you or to the Mayor?

Print Name of Applicant .

S N R U S L

22 19

Signature of Appl

Authorization for Appointment Credit Report

I authorize the Forest Park Police to obtain a credit report on myself through the credit reporting agency of its choice.

Signature



Print Name

STEVEN M. RUMMEL

Current Address

[REDACTED ADDRESS]

City/State

FOREST PARK IL

Date

AUG. 22, 2019

Appointment Process Statement

Appointments to Village Boards and Commissions are the privilege of the Mayor with the advice and consent of the Village Council. Completing this application is not a guarantee that you will be appointed. This is just one step in the appointment process.

Signature



Print Name

STEVEN MICHAEL RUMMEL

Date

AUG. 22, 2019

Steven M. Rummel, CPA, CISA

srummelil@gmail.com

datasets and disparate audit projects;

- Design, implement, document and present analysis which reveal patterns, illuminate risks, and identify fault conditions;
- Develop a holistic framework for enterprise risk identification, evaluation, and reporting;
- Develop a roadmap for implementation of statistical methods and data science tools to enable higher-level risk analytics;
- Evaluate tools, techniques, processes and methods for departmental use.

11/2006-
06/2013

PROTIVITI, INC, Chicago IL

Manager (Information Technology Consulting)

Data Analytics

- Data Completeness and accuracy testing;
- Anti Money Laundering testing;
- Database Design and Implementation;
- Asset Lifecycle Management;
- Data reconciliation, analysis and reporting.

IT System & Service Reviews

- Documentation, business processes and controls review, including integration with in-house and third-party systems;
- Network access and security reviews;
- Service Desk SLA compliance reviews;
- Sarbanes-Oxley testing, including Documentation, Analysis, Testing Design and Execution;
- Inventory, sales, purchase and repair service-related data extraction and analysis including;
- Accounts Receivable and Accounts Payable testing.
- Training and Technology Development
 1. Teach CPE-eligible beginner and advanced Data Analysis courses using ACL;
 2. Teach advanced spreadsheet creation and tool development using MS Excel;
 3. Evaluate various third-party tools for use within Protiviti and on client engagements.

4/2004 –
11/2006

RREEF / DB REALESTATE, Chicago IL

Quality Assurance Coordinator (Internal Audit)

- Plan and perform property, management office and accounting office reviews;
- Provide analytical support for program development for specific subject areas;
- Provide technology support for Quality Assurance operations and programs.

5/2002 –
4/2004

INSIGNIA ESG / CB RICHARD ELLIS, Chicago IL

Senior Financial / Systems Analyst

- Oversee Operating Expense Recovery initiative for Chicago office;
- Provide accounting and monthly close for a cash- and accrual basis properties;
- Audit internal controls, standards compliance and cash management;
- Train accounting, brokerage and support staff on key financial concepts, including GAAP issues, documentation, internal controls, operating expense recoveries and lease analysis;
- Evaluate, compare and prepare financial analysis of lease proposals for Tenant Representation clients.

10/2000 –
5/2002

FIRST INDUSTRIAL REALTY TRUST, Chicago IL

Investment Analyst

- Evaluated purchase and sale of portfolio assets for presentation to the firms' investment committee;
- Provided data and related analysis to regional directors on asset- and portfolio-level valuation and metrics.

3/99-10/00

CHICAGO MERCANTILE EXCHANGE, Chicago IL

Staff Auditor

Performed financial and compliance audits (CFTC and Exchange-specific) on member firms.

TECHNOLOGY TOOLKIT

MS Office, OS X, Linux, ACL, Microsoft SQL Server, MS Visual Studio (SQL, SSIS), Java, Ruby, Python, R, Tableau, MySQL, SQLITE, LockPath GRC

Steven M. Rummel, CPA, CISA

srummelil@gmail.com

EDUCATION	
Present 12/98	DEPAU UNIVERSITY OF INDIANA
EMPLOYMENT	
05/2018 - Present	CVS HEALTH Senior Manager, Data Analytics Design and implement a data analytics function within the CVS Internal Audit group, including: <ul style="list-style-type: none">- Toolset specification;- Design, implement and document analytics for individual audits or projects, including identification of relevant analysis and algorithm(s);- Workflow design and implementation;- Integration with ERM and other CVS functions;- Design and implement related, supporting workflows (departmental risk assessments, audit scoping, non-audit specific analysis, etc.);- Training and staff development;- Evangelization and education to the organization.
08/2017 05/2018	TDS INTERNAL AUDIT, Chicago IL Manager, Data Analytics Design and implement a data analytics function within the TDS Internal Audit group, including: <ul style="list-style-type: none">- Toolset specification;- Design, implement and document analytics for individual audits or projects, including identification of relevant analysis and algorithm(s);- Workflow design and implementation;- Integration with ERM and other TDS functions;- Design and implement related, supporting workflows (departmental risk assessments, audit scoping, non-audit specific analysis, etc.);- Training and staff development;- Evangelization and education to the organization (e.g., speak at CFO extended staff meetings and similar functions).
08/2014 - 08/2017	FOCAL POINT DATA RISK, Chicago IL Senior Manager, Data Analytics and IT Audit Data Analysis <ul style="list-style-type: none">- Develop a holistic framework for enterprise risk identification, evaluation, and reporting;- Design workflows, implement tools, document and present analysis which reveal patterns, illuminate risks, and identify fault conditions;- Design implementation workflows for enablement of higher-level statistical analysis, including predictive and clustering models;- Design and implement automated workflows to both execute audit testing and reporting and improve operational efficiency. IT Audit / General Management <ul style="list-style-type: none">- Scope and execute client IT SOX and IT Audit engagements;- Recruit, train and supervise a team of 13 practitioners, including staff, seniors and managers, to provide audit and advisory services to clients;- Oversee all office functions, including local logistics and compliance with corporate policies.
06/2013 - 08/2014	EXELON CORPORATION, Chicago IL Senior Information Technology Audit Analyst Data Analysis <ul style="list-style-type: none">- Identify, classify and scope indicators of risk based on enterprise and departmental assessment;- Design grouping frameworks to categorize, classify and compare diverse risks across large