

Village of Forest Park, Illinois
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-366-2323; Fax: 708-488-0361
Web: www.forestpark.net

Regular Village Council Meeting Agenda

Meeting will be conducted In-Person and Via Zoom
Monday, November 8, 2021 – 7:00 p.m.

You may listen to the meeting by participating in a Zoom conference call as follows:
Dial-In Number: 312-626-6799; Meeting ID 82338056910; Passcode 604036 or by clicking here:
<https://us02web.zoom.us/j/82338056910?pwd=K1dpOTBBbldkeVNYWmJtZFNqN0ptZz09>

Public Comments are required to be submitted to the Village Clerk in advance of the meeting:

In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m.

E-mail Comments: E-mail required to be sent to Village Clerk (vmoritz@forestpark.net) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. October 25, 2021 Village Council Meeting Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
 - a. September 30, 2021 Finance Report
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Motion approving Mayor's appointment of Acting Chief of Police Kenneth Gross to position of Chief of Police
 - b. Annual NPDES Phase II MS4 Presentation by Village's Consulting Engineers (CBBEL)
 - c. Resolution Authorizing a Subrecipient Agreement Between the Village of Forest Park and the County of Cook for 2021 Community Development Block Grant Program Year Agreement
 - d. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Phase II Design By and Between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park for the 15th Street Sewer Separation Project
 - e. Resolution Approving and Authorizing the Execution of a Standard Form of a Construction Management Contract By and Between Burke, LLC and the Village of Forest Park for the Emergency Repairs to the Austin and Jackson Water Vault and Related Facilities for the Village of Forest Park
 - f. Resolution Waiving the Bidding Process and Authorizing the Award of the Contract for the Emergency Reconstruction of the Austin and Jackson Water Connect Vault and Related Facilities for the Village of Forest Park

- g. Resolution Authorizing Acceptance of a Federal Assistance to Firefighters Program Grant for FY 2021 in the Amount of \$110,805.40 and Approving and Authorizing Execution of and Accepting a Bid from Motorola Solutions for the Purchase of the Radios
- h. Ordinance Amending Section 3-3-6 Entitled “License Fee and Number:” of Chapter 3 Entitled “Liquor Control” of Title 3 Entitled “Business and License Regulations” of the Village Code of Ordinances of the Village of Forest Park, Cook County, Illinois (Creation and Deletion of Liquor Licenses)
- i. Motion approving non-commercial solicitation request by the Animal Care League
- j. Motion approving 2022 Village Council Meeting Schedule
- k. Motion approving 3/30/22 Senior Trip Event Contract
- l. Motion approving banner request by FP Chamber regarding 2021 Holiday Walk event

10. ADMINISTRATOR’S REPORT

11. COMMISSIONER REPORTS

12. ADJOURNMENT

- a. Adjourn to Closed Session pursuant to 5 ILCS 120/2(c) (11-Pending Litigation)

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, OCTOBER 25, 2021**

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

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the minutes from the October 12, 2021, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Ms. Kristen Lyons, President of the Kiwanis Club of Forest Park, expressed the club's gratitude for the village's support of their "Peanut Days" fundraiser, and inducted Mayor Hoskins into the club with an honorary membership.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Fire Department submitted its September, 2021 Report.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$1,090,297.87.

**R-84-21
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$1,090,297.87
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Resolution authorizing approval of a Financial Advisor Letter Agreement by and between the Village of Forest Park and Kane, McKenna Capital, Inc. be adopted.

**R-85-21
RESOLUTION APPROVING
FINANCIAL ADVISOR
AGREEMENT WITH KANE,
MCKENNA CAPITAL, INC.
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution authorizing approval of an Annual TIF Reporting Letter Agreement by and between the Village of Forest Park and Kane, McKenna and Associates, Inc. be adopted.

**R-86-21
RESOLUTION APPROVING
TIF REPORTING
AGREEMENT WITH KANE,
MCKENNA & ASSOCIATES
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, 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 authorizing the execution of Pay Request #3 for the 2020 Water Main Project (Thomas and Monroe) to Uno Construction Co., Inc. be adopted.

**R-87-21
RESOLUTION APPROVING
PAY REQUEST #3 FOR
2020 WATER MAIN
PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, 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 Entertainment License
Application submitted by American Legion Post #414 be
approved.

**AMERICAN LEGION
ENTERTAINMENT LICENSE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by
Commissioner Maxham to authorize the Mayor's signature on
an agreement with Broadway in Chicago Group Sales,
associated with Senior Citizen and Community Relations
functions organized by the Community Center.

**COMMUNITY CENTER
EVENT AGREEMENT
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by
Commissioner Maxham that the Ordinance amending Section
3-3-6, entitled "License Fee and Number of Chapter 3, entitled
"Liquor Control" of Title 3, entitled "Business and License
Regulations" of the village code of ordinances of the Village of
Forest Park, Cook County, Illinois, be adopted.

**O-38-21
ORDINANCE AMENDING
NUMBER OF LIQUOR
LICENSES
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the request from Heritage Chorale to display banners promoting their upcoming concert series be approved.

**HERITAGE CHORALE
BANNER REQUEST
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei congratulated everyone who participated in a fantastic casket race event that took place last Saturday. The administrator also reported on the new lead service line replacement law that went into effect this past summer. It requires the village to plan and inventory any lead service lines and make a plan to replace those. Going forward, if the village replaces a water main, it will be a requirement that any existing lead lines get replaced.

COMMISSIONER'S REPORTS:

Commissioner Byrnes expressed his gratitude to Geoff Bins-Calvey for building the casket for the Village Council members and congratulated the Chamber because they did a fantastic job with the event.

Commissioner Maxham likewise thanked Geoff Bins-Calvey and the Chamber for the awesome event on Saturday, and recognized Commissioner Jessica Voogd for organizing and coordinating the Village Council's entry into the casket races.

Commissioner Nero appreciated the great casket race event and recognized the efforts by the Police and Public Works Departments, who also participated in the races. The commissioner reminded all those attending to practice safety during Trick-or-Treating this year and to watch out for children on Sunday.

Commissioner Voogd reported what a great event the casket races were and pointed out that the Village Council all worked on the project and it was great to work together.

Mayor Hoskins echoed the commissioners' comments regarding the casket races and thanked Geoff and Amy Binns-Calvey for all of their help and efforts and Commissioner Voogd for driving the project. The Chamber is holding the annual Holiday Walk on December 3rd. The village holiday tree will be lighted at this event. Last, the mayor reported that the Community Center is holding a flu shot clinic on November 2nd from 10:00 to 1:00, adding that there may be COVID-19 vaccinations and boosters shots at the event as well.

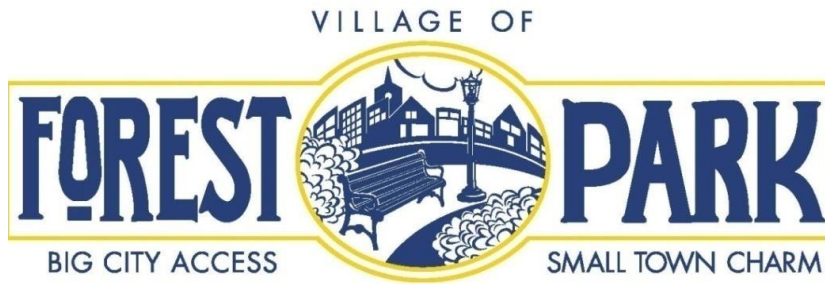
ADJOURNMENT

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 7:25 P.M.

Respectfully submitted,

Kathryn Murphy
Deputy Village Clerk



Finance report to Village Council for period ending September 30, 2021

Attached are the summaries and balance sheets for the General fund, Water fund, and Primary Government as of September 30, 2021. These reports compare FY2022 budget, current period, and year to date to FY2021 budget, equivalent period, and year end.

As of September 30, 2021, General fund revenues are down (\$90,381) or (1.5%) from this period prior year. Property tax revenues are almost (50%) less than prior year due to the extension on the 2nd installment of 2020 taxes. These are traditionally due August 1 however the deadline was extended to October 1 per the Cook County Treasurer. The gain of \$363,158 in state taxes is from local share of sales and income taxes; this is a 25% increase from prior year. The category of license and permits is reduced (15%) or (\$110,590) from prior year. This variance from prior year is due to deadline extensions in 2020 for vehicle permits and increased activity for construction and building permit related revenues during the shelter-in-place mandates. Fees for services reflect an increase in ambulance revenues and parking related revenues. Commuter parking revenues have improved from prior year but are still below historical year to date balances. Expenditures have increased \$273,587 or 4% from prior year but remain within budgeted expectation. Services that were suspended during Covid mitigation have resumed, along with part-time and seasonal staffing. The reduction in the Village Clerk year to date departmental expenditure is from the delay in property tax disbursements to the police and fire pension funds per the Cook County Treasurer extension.

Water fund year to date revenues reflect an increase of 23% or \$647,805, the base of this is reimbursement from the Metropolitan Water Reclamation District (MRWD) for the sewer separation project on Circle Avenue. Revenues related to water service have increased 6% or \$135,435 from commercial / industrial usage. Operating expenditures have increased \$118,730 or 6% and include costs from the 2020-21 watermain improvement project on the 7700 block of Monroe Street and 400 – 600 blocks of Thomas Avenue.

On the Primary Government summary, Village-wide FY2022 revenues are \$1,377,831 or 13% over prior year. This increase is from the three active TIF funds, with a collective property tax revenue increase of \$844,302, and Non-Home Rule sales tax with an additional \$177,171 in the VIP fund. All other funds have revenue reductions. Village-wide expenditures are 3% or \$267,697 over this period prior year. The Roosevelt Hannah TIF includes expenditures related to the south water tower improvement project; the north tower in the Brown Street Station TIF has only recognized preliminary fees.

The first installment from the American Rescue Plan was received in September and has been recorded as deferred revenue until a plan has been established for use of the funds per guidelines from the U.S. Treasury Department.

Respectfully submitted,
Letitia Olmsted
Village of Forest Park Finance Director

**FY2022 Village of Forest Park
General Fund Summary
as of September 30, 2021**

preliminary audit balance

	Fiscal Year ending April 30, 2022				Fiscal Year Ending April 30, 2021			
	Budget	September	FY to Date	% Budget	Budget	FY to Date	Year End	% End Bal
Revenues								
Property Taxes	5,367,480	888,953	1,184,995	22.1%	5,155,171	2,293,053	5,241,239	43.8%
State Taxes	5,730,007	496,115	1,791,805	31.3%	4,254,939	1,428,648	5,918,317	24.1%
Franchise/Utility Taxes	1,285,000	82,816	376,855	29.3%	1,107,498	395,881	1,326,255	29.8%
Licenses, Permits, Fees	1,306,470	60,429	612,047	46.8%	1,207,585	722,644	1,410,080	51.2%
Grants	1,204,477	-	385,161	32.0%	1,463,534	29,696	953,587	3.1%
Fees for Services	2,517,182	353,137	1,259,069	50.0%	2,518,305	775,225	2,388,338	32.5%
Fines & Penalties	1,152,540	43,544	383,946	33.3%	1,267,710	427,694	1,007,318	42.5%
Leases / Misc Revenues	271,833	26,358	107,106	39.4%	276,540	118,522	304,235	39.0%
Total Revenues	18,834,989	1,951,352	6,100,983	32.4%	17,251,282	6,191,364	18,549,367	33.4%
Expenditures								
Total General Public Affairs	1,421,050	115,415	486,209	34.2%	1,249,489	439,333	1,132,499	38.8%
Total Police Department	5,531,503	388,571	1,882,110	34.0%	5,195,994	1,866,685	4,609,704	40.5%
Total Community Center	656,230	47,787	209,160	31.9%	577,490	123,579	322,235	38.4%
Total Office of Public Affairs	7,608,783	551,773	2,577,479	33.9%	7,022,973	2,429,597	6,064,437	40.1%
Total Village Clerk	6,768,256	884,808	2,005,352	29.6%	6,318,573	2,380,853	5,878,951	40.5%
Total Grants	1,175,497	6,549	570,280	48.5%	1,507,103	466,689	682,472	68.4%
Total Fire Department	3,381,192	242,056	1,261,856	37.3%	3,429,361	1,192,068	3,024,450	39.4%
Total Accounts and Finance	11,324,945	1,133,413	3,837,488	33.9%	11,255,037	4,039,610	9,585,874	42.1%
Total Public Health & Safety	382,965	29,376	108,406	28.3%	322,390	114,243	310,063	36.8%
Total Streets & Public Improvements	1,655,352	125,940	497,974	30.1%	1,587,756	378,634	1,526,740	24.8%
Total Public Property	2,140,644	193,704	714,207	33.4%	1,942,108	499,883	1,670,891	29.9%
Total Public Works	3,795,996	319,643	1,212,181	31.9%	3,529,864	878,517	3,197,631	27.5%
Total Expenditures	23,112,689	2,034,205	7,735,555	33.5%	22,130,264	7,461,967	19,158,005	38.9%
Net income / (loss)	(4,277,700)	(82,853)	(1,634,572)		(4,878,982)	(1,270,604)	(608,638)	
Other financing sources / (uses)								
Proceeds from Loans	-	-	-	0.0%	-	-	33,878	0.0%
Operating Transfer In	1,875,500	75,000	375,000	20.0%	1,755,000	381,836	1,598,250	23.9%
Operating Transfer Out	-	-	15,000	0.0%	-	-	10,000	0.0%
Net change in fund balance	(2,402,200)	(7,853)	(1,274,572)		(3,123,982)	(888,768)	1,013,490	

FY2022 Village of Forest Park
Water Fund Summary
as of September 30, 2021

	Fiscal Year ending April 30, 2022				<i>preliminary audit balance</i> Fiscal Year Ending April 30, 2021			
	Budget	September	FY to Date	% Budget	Budget	FY to Date	Year End	% End Bal
Operating revenues								
Charges for services	7,051,660	1,014,013	2,978,895	42.2%	6,659,951	2,743,774	7,026,730	39.0%
Other revenue	<u>700,580</u>	<u>-</u>	<u>488,802</u>	69.8%	<u>1,335,110</u>	<u>76,118</u>	<u>1,206,436</u>	6.3%
Total operating revenues	7,752,240	1,014,013	3,467,696	44.7%	7,995,061	2,819,891	8,233,165	34.3%
Operating expenses								
Operations	5,348,980	255,003	1,944,900	36.4%	8,856,656	1,829,746	6,881,961	26.6%
Depreciation	<u>181,666</u>	<u>14,698</u>	<u>73,489</u>	40.5%	<u>172,000</u>	<u>69,916</u>	<u>176,374</u>	39.6%
Total operating expenses	5,530,646	269,701	2,018,389	36.5%	9,028,656	1,899,661	7,058,335	26.9%
Non-operating revenues (expenses)								
Interest revenue	3,500	806	4,089	116.8%	6,500	1,727	5,883	29.4%
Interest expense	(18,856)	-	(10,631)	56.4%	(29,929)	(16,136)	(29,929)	53.9%
Total	(15,356)	806	(6,542)	42.6%	(23,429)	(14,409)	(24,047)	59.9%
Net income / (loss)	2,206,238	745,118	1,442,765		(1,057,024)	905,821	1,150,783	
Other financing sources / (uses)								
Contribution Revenue	548,835	988	352,628	64.3%	3,513,723	656,441	3,665,890	17.9%
Operating Transfer In	-	-	-	-	-	-	-	-
Operating Transfer Out	1,569,462	75,000	863,802	55.0%	900,000	375,000	1,877,603	20.0%
Net change in fund balance	1,185,611	671,106	931,591		1,556,699	1,187,262	2,939,070	

**FY2022 Village of Forest Park
Primary Government Summary
as of September 30, 2021**

	Fiscal Year ending April 30, 2022				Fiscal Year Ending April 30, 2021			
	Budget	September	FY to Date	% Budget	Budget	FY to Date	Year End	% End Bal
Foreign Fire Insurance	35,250	11	84	0.2%	32,400	116	34,395	0.3%
IMRF Pension	308,160	100,015	118,473	38.4%	303,882	132,810	303,941	43.7%
Social Security / Medicare	341,865	111,864	130,881	38.3%	352,508	153,876	351,670	43.8%
Motor Fuel Tax	972,915	51,352	302,829	31.1%	503,119	438,652	991,525	44.2%
1505 State Seizure	65,800	39	12,472	19.0%	68,775	42,544	86,274	49.3%
U. S. Customs	199,070	2	12	0.0%	83,150	36	10,947	0.3%
TIF Funds	1,765,580	516,977	1,107,661	62.7%	2,084,825	275,987	1,163,806	23.7%
VIP Fund	2,564,105	193,981	575,350	22.4%	2,296,877	385,695	1,908,327	20.2%
General Fund	18,834,989	1,951,352	6,100,983	32.4%	17,251,282	6,191,364	18,549,367	33.4%
Proprietary Fund								
Water Fund	7,755,740	1,014,819	3,471,785	44.8%	8,001,561	2,821,619	8,239,048	34.2%
Total Revenues	32,843,474	3,940,411	11,820,529	36.0%	30,978,379	10,442,698	31,639,299	33.0%
Expenditures								
Foreign Fire Insurance	35,200	1,935	18,449	52.4%	27,700	11,574	31,872	36.3%
IMRF Pension	207,135	17,162	88,722	42.8%	174,985	82,017	209,305	39.2%
Social Security / Medicare	321,805	26,819	127,632	39.7%	334,581	117,542	292,846	40.1%
1505 State Seizure	179,485	7,978	39,542	22.0%	152,355	40,578	92,741	43.8%
U. S. Customs	227,915	14,986	50,889	22.3%	275,286	54,531	176,137	31.0%
TIF Funds	3,409,705	7,135	530,442	15.6%	2,608,785	625,711	1,168,744	53.5%
VIP Fund	3,514,482	36,452	326,258	9.3%	2,851,975	369,094	1,301,330	28.4%
General Fund	23,112,689	2,034,205	7,735,555	33.5%	22,130,264	7,461,967	19,158,005	38.9%
Proprietary Fund								
Water Fund	5,549,502	269,701	2,029,019	36.6%	9,058,585	1,915,797	7,088,264	27.0%
Total Expenditures	36,557,918	2,416,372	10,946,509	29.9%	37,614,516	10,678,812	29,519,244	36.2%
Net income / (loss)	(3,714,444)	1,524,039	874,020		(6,636,137)	(236,114)	2,120,055	
Other financing sources								
Proceeds from Loans	-	-	-	-	-	-	33,878	-
Operating Transfer In	4,035,225	75,988	1,231,429	30.5%	5,660,151	1,038,277	6,268,150	16.6%
Operating Transfer Out	4,035,225	75,988	1,231,429	30.5%	5,885,151	1,031,441	6,244,907	16.5%
Net change in fund balance	(3,714,444)	1,524,039	874,020		(6,861,137)	(229,278)	2,177,176	
<i>Expenditures in MFT and TIF funds denotes use of reserves for infrastructure improvement projects</i>								

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	\$ 18,144.42
Public Affairs	\$ 57,692.37
Police Department	\$ 2,071.73
Community Center	\$ 1,099.25
Accounts & Finance (Clerks Office)	\$ 316,496.33
Accounts & Finance (Fire Department)	\$ 1,125.90
Department of Health & Safety	\$ 3,155.56
Street Department	\$ 69,061.62
Public Property	\$ 65,395.75
Seizure	\$ 2,808.75
Federal Custom	\$ 1,011.59
TIF	\$ 43,561.00
VIP	\$ 183.01
Water Department	\$ 5,567.59
TOTAL	\$ 587,374.87

ADOPTED BY THE Council of the Village of Forest Park this 8th Day of November, 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	10/20/2021	\$17,451.32
100-00-000-4220-300	Sareena Green	10/21/2021	\$243.10
100-00-000-4230-135	Erika Washington	10/27/2021	\$300.00
100-00-000-4510-100	Anne Carrancejie	10/20/2021	\$150.00
Refunds and Allocations			\$18,144.42



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2021	\$7,845.14
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2021	\$38.00
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2021	\$798.00
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2021	\$95.00
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2021	\$1,806.50
100-10-101-6100-135	GPG Strategies LLC	10/27/2021	\$2,000.00
100-10-101-6120-160	Verizon Wireless	10/22/2021	\$138.35
100-10-101-6120-300	Gempler's	10/26/2021	\$99.99
100-10-101-6120-305	ASCAP	10/27/2021	\$367.33
100-10-101-6120-305	HOME DEPOT CREDIT	10/06/2021	(\$26.50)
100-10-101-6120-305	HOME DEPOT CREDIT	10/06/2021	\$265.04
100-10-101-6120-305	HOME DEPOT CREDIT	10/07/2021	\$13.62
100-10-101-6120-305	HOME DEPOT CREDIT	10/08/2021	\$75.80
100-10-101-6150-125	NIU Center for Governmental Studies ILLINOIS Ci	10/18/2021	\$35.00
100-10-101-6150-152	Verizon Wireless	10/22/2021	\$333.88
100-10-101-6150-152	Verizon Wireless	10/22/2021	\$84.72
100-10-101-6150-210	Metro Reporting Services LTD	10/13/2021	\$307.50
100-10-101-6150-210	Metro Reporting Services LTD	10/28/2021	\$125.00
100-10-101-6150-210	Storino Ramello & Durkin	09/30/2021	\$228.00
100-10-101-6150-220	Shavon Wesley	10/27/2021	\$330.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	10/04/2021	\$42,667.00
100-10-101-7000-150	Telcom Innovations Group LLC	10/21/2021	\$65.00
Public Affairs			\$57,692.37



Account Number	Vendor	Invoice Date	Amount
100-12-121-6120-305	Westgate Flowers Plants	09/24/2021	\$127.98
100-12-124-6150-114	Thomson Reuters-West	10/01/2021	\$386.25
100-12-125-6145-205	Cook County Bureau of Technology	10/07/2021	\$412.50
100-00-000-2200-001	Intoximeters Inc.	10/06/2021	\$256.00
100-12-125-6145-205	SDI USA Inc.	10/17/2021	\$889.00
Police Department			\$2,071.73



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-200	Illinois Alarm	10/04/2021	\$339.25
100-15-154-6170-105	EnergyTees	09/17/2021	\$645.00
100-15-154-6170-114	BLUE CAB CO.	10/15/2021	\$50.00
100-15-169-6160-100	Elmhurst Occupational Health	09/30/2021	\$65.00
	Community Center		\$1,099.25



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	10/15/2021	\$123,421.27
100-21-211-5005-002	Fidelity Security Life Ins Co.	10/22/2021	\$94.40
100-21-211-5005-002	Fidelity Security Life Ins Co.	10/22/2021	\$566.54
100-21-211-5005-002	Guardian - Appleton	10/21/2021	\$7,672.67
100-21-211-6110-110	Xerox Financial Services	10/10/2021	\$127.74
100-21-211-6110-110	Xerox Financial Services	10/10/2021	\$38.03
100-21-211-6140-102	FED EX	10/19/2021	\$21.20
100-21-211-6140-102	FED EX	10/26/2021	\$3.22
100-21-211-6140-104	Office 8	10/28/2021	\$215.94
100-21-211-6140-104	Quill	10/13/2021	\$8.61
100-21-211-6140-104	Quill	10/13/2021	\$109.86
100-21-211-6140-104	Quill	10/15/2021	(\$18.40)
100-21-211-6140-104	Quill	10/15/2021	\$18.40
100-21-211-6140-104	Quill	10/20/2021	\$10.73
100-21-211-6140-104	Quill	10/20/2021	\$112.06
100-21-211-6140-140	Quill	10/13/2021	\$85.90
100-21-211-6140-140	Quill	10/15/2021	(\$28.93)
100-21-211-6140-140	Quill	10/15/2021	\$28.93
100-21-211-6140-140	Quill	10/20/2021	\$37.35
100-21-211-6150-100	Growing Community Media NFP	10/20/2021	\$50.00
100-21-211-6150-116	Growing Community Media NFP	10/20/2021	\$100.00
100-21-211-6150-116	Growing Community Media NFP	10/27/2021	\$323.00
100-21-211-6150-116	Growing Community Media NFP	10/27/2021	\$50.00
100-21-211-6150-122	IL City/County Management Association	10/26/2021	\$15.00
100-21-211-6150-125	Vanessa Moritz	10/28/2021	\$366.78
100-21-211-6150-150	AT&T	10/19/2021	\$874.20
100-21-211-6150-150	AT&T	10/19/2021	\$461.57
100-21-211-6150-150	AT&T	10/25/2021	\$107.93
100-21-211-6150-150	AT&T	10/25/2021	\$53.71
100-21-211-6150-150	AT&T	10/25/2021	\$54.92
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2021	(\$26.43)
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2021	\$2,107.43
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2021	\$813.97
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2021	\$3,419.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2021	\$1,945.48
100-21-211-6191-001	POLICE PENSION FUND	10/20/2021	\$5,871.92
100-21-211-6191-002	Firefighters Pension Fund	10/20/2021	\$6,394.45
100-21-211-7000-080	Xerox Financial Services	10/10/2021	\$120.89
100-21-211-7000-080	Xerox Financial Services	10/10/2021	\$1,684.21
100-22-221-6320-310	KLF Enterprises	11/01/2021	\$159,182.78
Accounts & Finance (Clerks Office)			\$316,496.33



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-150	Verizon Wireless	10/22/2021	\$154.90
100-30-302-6145-105	Special T Unlimited	10/14/2021	\$350.00
100-30-302-6145-105	Special T Unlimited	10/14/2021	\$470.00
100-30-303-6145-300	Secretary of State	06/28/2021	\$151.00
Accounts & Finance (Fire Department)			\$1,125.90



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	10/25/2021	\$1,170.00
100-40-402-6150-232	B&F Construction Code Service	10/19/2021	\$225.00
100-40-402-6150-232	B&F Construction Code Service	10/22/2021	\$555.00
100-40-402-6150-232	B&F Construction Code Service	10/22/2021	\$375.00
100-40-402-6150-232	B&F Construction Code Service	10/28/2021	\$468.56
100-40-403-6150-230	Elevator Inspection Services	10/19/2021	\$80.00
100-40-403-6150-230	Elevator Inspection Services	10/27/2021	\$82.00
100-40-410-6145-100	Special T Unlimited	10/14/2021	\$200.00

Department of Health & Safety	\$3,155.56
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Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	09/20/2021	\$3,775.53
100-50-502-6185-102	Greenwood Transfer LLC	10/10/2021	\$107.14
100-50-502-6185-112	Republic Services #551	10/15/2021	\$1,308.93
100-50-502-6185-501	Republic Services #551	10/15/2021	\$35,516.32
100-50-502-6185-502	Republic Services #551	10/15/2021	\$24,907.94
100-50-502-6185-503	Republic Services #551	10/15/2021	\$3,445.76
Street Department			\$69,061.62



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Paul Richards	10/28/2021	\$121.80
100-55-552-6180-114	McAdam Landscaping	09/30/2021	\$256.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/24/2021	\$6,269.00
100-55-553-6180-160	AEP Energy	09/21/2021	\$2,883.11
100-55-553-6180-160	Com Ed	09/23/2021	\$592.38
100-55-553-6180-160	Com Ed	10/26/2021	\$26.11
100-55-553-6180-160	Com Ed	10/26/2021	\$26.01
100-55-553-6180-160	Com Ed	10/26/2021	\$25.92
100-55-553-6180-160	Com Ed	10/26/2021	\$34.98
100-55-553-6180-160	Com Ed	10/26/2021	\$194.80
100-55-553-6180-160	Com Ed	10/27/2021	\$29.08
100-55-553-6180-160	Com Ed	10/27/2021	\$42.40
100-55-555-6180-100	Comcast	10/08/2021	\$210.45
100-55-555-6180-100	Quill	10/13/2021	\$129.74
100-55-555-6180-100	Quill	10/13/2021	\$279.76
100-55-555-6180-100	Quill	10/15/2021	(\$64.87)
100-55-555-6180-100	Quill	10/15/2021	(\$62.32)
100-55-555-6180-100	Quill	10/15/2021	\$64.87
100-55-555-6180-100	Quill	10/15/2021	\$44.71
100-55-555-6180-100	Quill	10/20/2021	\$17.61
100-55-555-6180-100	Quill	10/22/2021	\$123.30
100-55-555-6180-100	West Town Mechanical	10/25/2021	\$465.00
100-55-555-6180-110	Comcast	10/02/2021	\$50.40
100-55-555-6180-110	Comcast	10/12/2021	\$2.10
100-55-555-6180-110	Comcast	10/13/2021	\$128.95
100-55-555-6180-110	S & S Electric Service Inc	10/21/2021	\$525.00
100-55-555-6180-115	S & S Electric Service Inc	10/29/2021	\$130.75
100-55-555-6180-120	Door Systems	10/21/2021	\$335.00
100-55-555-6180-140	Comcast	10/07/2021	\$2.10
100-55-555-6180-140	Comcast	10/22/2021	\$170.60
100-55-555-6180-150	HOME DEPOT CREDIT	09/29/2021	\$48.97
100-55-570-6150-122	George F Prescott	10/22/2021	\$30.00
100-55-570-6155-101	Mohr Oil Company	10/11/2021	\$11,252.44
100-55-570-6155-101	Mohr Oil Company	10/11/2021	\$8,652.76



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Altorfer Industries	10/14/2021	\$255.40
100-55-570-6155-106	CCP INDUSTRIES INC.	10/25/2021	\$105.97
100-55-570-6155-106	Chicago Parts and Sound LLC	10/25/2021	\$249.00
100-55-570-6155-106	Chicago Parts and Sound LLC	10/28/2021	\$227.52
100-55-570-6155-106	Factory Motor Parts Co	09/21/2021	\$159.12
100-55-570-6155-106	Factory Motor Parts Co	09/22/2021	\$438.31
100-55-570-6155-106	Factory Motor Parts Co	09/27/2021	\$26.84
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	\$22.06
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	\$198.54
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	\$125.98
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	\$290.62
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	(\$186.00)
100-55-570-6155-106	Factory Motor Parts Co	09/28/2021	\$142.85
100-55-570-6155-106	Factory Motor Parts Co	10/04/2021	\$39.06
100-55-570-6155-106	Factory Motor Parts Co	10/06/2021	\$271.95
100-55-570-6155-106	Factory Motor Parts Co	10/06/2021	\$264.88
100-55-570-6155-106	Factory Motor Parts Co	10/12/2021	\$78.28
100-55-570-6155-106	Factory Motor Parts Co	10/13/2021	\$149.08
100-55-570-6155-106	Factory Motor Parts Co	10/13/2021	\$138.10
100-55-570-6155-106	Factory Motor Parts Co	10/13/2021	\$30.72
100-55-570-6155-106	Factory Motor Parts Co	10/19/2021	\$145.24
100-55-570-6155-106	Freeway Ford Sterling Truck	10/08/2021	\$104.10
100-55-570-6155-106	Freeway Ford Sterling Truck	10/14/2021	\$166.64
100-55-570-6155-106	Freeway Ford Sterling Truck	10/18/2021	\$339.52
100-55-570-6155-106	Kimball Midwest	10/13/2021	\$210.00
100-55-570-6155-106	Wholesale Direct Inc.	10/12/2021	\$503.75
100-55-570-6155-106	Wholesale Direct Inc.	10/14/2021	\$166.94
100-55-570-6155-106	Zarnoth Brush Works Inc.	10/13/2021	\$1,182.50
100-55-570-6155-106	Zarnoth Brush Works Inc.	10/13/2021	\$512.00
100-55-570-6155-106	Zeigler Ford North Riverside	09/09/2021	\$353.54
100-55-570-6155-106	Zeigler Ford North Riverside	09/10/2021	\$353.54
100-55-570-6155-106	Zeigler Ford North Riverside	09/17/2021	\$61.24
100-55-570-6155-106	Zeigler Ford North Riverside	09/17/2021	\$39.32
100-55-570-6155-106	Zeigler Ford North Riverside	09/23/2021	\$199.00



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Zeigler Ford North Riverside	09/24/2021	\$244.08
100-55-570-6155-106	Zeigler Ford North Riverside	09/27/2021	\$210.60
100-55-570-6155-112	Caliber Collision	10/12/2021	\$2,198.52
100-55-570-6155-112	Caliber Collision	10/12/2021	\$1,793.47
100-55-570-6155-112	BC Body Craft Inc	10/05/2021	\$5,415.61
100-55-570-6155-112	Bernie's Saw & Supply Inc	10/26/2021	\$51.00
100-55-570-6155-112	Fire Service Inc	07/13/2021	\$921.38
100-55-570-6155-112	McCann Industries Inc.	10/25/2021	\$4,159.87
100-55-570-6155-112	Standard Equipment Co.	10/27/2021	\$2,626.62
100-55-570-6155-112	Zeigler Ford North Riverside	09/29/2021	\$561.08
100-55-580-6180-302	Davis Tree Care	09/10/2021	\$5,009.00
100-55-580-6180-302	Davis Tree Care	09/17/2021	\$1,800.00
Public Property			\$65,395.75



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	10/22/2021	\$211.57
230-00-000-6150-152	Verizon Wireless	10/22/2021	\$92.04
230-00-000-6900-230	Christopher Chin	10/12/2021	\$516.88
230-00-000-6900-230	Christopher Chin	10/13/2021	\$193.66
230-00-000-6900-230	Factory Motor Parts Co	09/23/2021	\$116.71
230-00-000-6900-230	J.G. UNIFORMS INC	10/22/2021	\$855.00
230-00-000-6900-230	Ray O'Herron Co Inc.	10/22/2021	\$822.89
	Seizure		\$2,808.75



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	10/22/2021	\$141.44
232-00-000-6900-232	J.G. UNIFORMS INC	10/14/2021	\$870.15
	Federal Customs		\$1,011.59



Account Number	Vendor	Invoice Date	Amount
309-00-000-6185-700	Crunch Inc	10/29/2021	\$43,561.00
	TIF		\$43,561.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	10/22/2021	\$38.01
312-00-000-7000-312	K-Five Hodgkins LLC	10/22/2021	\$145.00
	VIP		\$183.01



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	10/22/2021	\$36.01
501-80-800-6150-150	AT&T	10/25/2021	\$57.67
501-80-800-6150-154	Com Ed	09/28/2021	\$45.43
501-80-800-6150-154	Com Ed	10/11/2021	\$66.74
501-80-800-6150-154	Constellation Energy Services Inc	09/27/2021	\$2,927.25
501-80-800-6150-154	Constellation Energy Services Inc	09/28/2021	\$288.09
501-80-800-6150-156	NICOR	10/04/2021	\$41.82
501-80-800-6150-156	NICOR	10/05/2021	\$70.50
501-80-800-6800-111	Suburban Laboratories Inc	10/31/2021	\$210.00
501-80-800-6800-151	Core & Main LP	10/20/2021	\$1,298.23
501-80-800-6800-153	Comcast	10/06/2021	\$82.40
501-80-800-6800-176	Core & Main LP	10/22/2021	\$443.45
Water Department			\$5,567.59

RESOLUTION NO. R- -21

**A RESOLUTION APPOINTING KENNETH J. GROSS AS THE
CHIEF OF POLICE FOR THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, Section 4-5-5 of the Illinois Municipal Code (65 ILCS 5/4-5-5) authorizes the Council to appoint officers necessary to carry into effect the powers conferred upon the village;

WHEREAS, Village Chief of Police Thomas J. Aftanas has retired as Chief of Police;

WHEREAS, the Mayor has nominated and the Council has advised regarding the nomination of Kenneth J. Gross to serve as the Chief of Police, effective November 12, 2021;

WHEREAS, Sections 4-4-1 and 4-4-2 of the Illinois Municipal Code (65 ILCS 5/4-4-1, 4-4-2) requires that before entering upon the duties of their respective offices, all officers shall take and subscribe the oath or affirmation prescribed by the Illinois Constitution and execute a bond with security, to be approved by the corporate authorities of the Village of Forest Park;

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Council hereby appoints Kenneth J. Gross to serve as Chief of Police of the Village of Forest Park, effective November 12, 2021.

Section 3. The Mayor shall be and is hereby authorized and directed to execute and file with the Village Clerk the Certificate of Appointment of Kenneth J. Gross, a copy of which is attached hereto as Exhibit "A".

Section 4. Prior to entering upon the duties of his office, the Chief of Police shall execute a bond to the Village in the sum of One Thousand Dollars (\$1,000.00), with such surety as the Council approves, and the Village of Forest Park shall pay out of its funds the cost of the official bond furnished by the Chief of Police.

Section 5. The Council hereby approves Western Surety Company as surety on the bond to be provided by the Chief of Police and hereby approves the bond of the Chief of Police in the penal sum hereby established and substantially in the form attached hereto as Exhibit "B".

Section 6. Upon issuance and execution of the official bond by the Chief of Police and by the surety, respectively, the bond of the Chief of Police shall be filed with, recorded and preserved by the Village Clerk.

Section 7. Upon Kenneth J. Gross' taking and subscribing the Oath of Office, upon the issuance and execution of the official bond by the Chief of Police and by the surety, respectively, and the filing of the bond of the Chief of Police in the office of the Village Clerk and the Chief of Police satisfying all other qualifications of office, the Mayor and Village Clerk shall be and is hereby authorized and directed to execute and file with the Village Clerk the Warrant of Commission of Kenneth J. Gross, a copy of which is attached hereto as Exhibit "C".

Section 8. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 8th day of November, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

Rory E. Hoskins, Mayor

ATTESTED, filed in my office and published
in pamphlet form this 8th day of November, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT “A”

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
VILLAGE OF FOREST PARK)

CERTIFICATE OF APPOINTMENT

TO: Vanessa Moritz, Village Clerk

I, Rory E. Hoskins, Mayor of the Village of Forest Park, Cook County, Illinois, do hereby certify that Kenneth J. Gross has been duly appointed by the Council of the Village of Forest Park on the 8th day of November, 2021, to the office of Chief of Police of the Village of Forest Park, Illinois, effective November 12, 2021, for a term not to exceed that of the current Mayor of the Village of Forest Park and/or until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Forest Park, Illinois, this 8th day of November, 2021.

Rory E. Hoskins, Mayor
Village of Forest Park, Illinois

EXHIBIT “B”

OFFICIAL BOND

CHIEF OF POLICE OF THE VILLAGE OF FOREST PARK, ILLINOIS

**WARRANT OF COMMISSION
FOR THE OFFICE OF CHIEF OF POLICE
OF THE VILLAGE OF FOREST PARK, ILLINOIS**

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Given under my hand and the Corporate Seal of Forest Park, Illinois, this 8th day of November, 2021.

Vanessa Moritz, Village Clerk
Village of Forest Park, Illinois

NPDES Phase II MS4 Annual Public Meeting



Travis M. Parry, PE, CFM, CPMSM, CPSWQ
Christopher B. Burke Engineering, Ltd.

What is NDPES?

- **National Pollutant Discharge Elimination System**
Federally mandated permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States:
 - Point sources are discrete conveyances such as pipes or man-made ditches
 - Not for individual homes that are connected to a municipal system or use a septic system
 - Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters.

What is Phase II?

- Clean Water Act Amendments of 1987
- USEPA to address stormwater in two phases
 - Phase I – Large and Medium MS4s
 - Large - A large MS4 is a system that is located in an incorporated place or county with a population of 250,000 or more
 - Medium - A medium MS4 is a system that is located in an incorporated place or county with a population between 100,000 - 249,999
 - Phase II – Small MS4s
 - Small - A regulated small MS4 is any small MS4 located in an "urbanized area" (UA), as defined by the Bureau of the Census, or located outside of a UA and brought into the program by the NPDES permitting authority

Phase I vs Phase II?

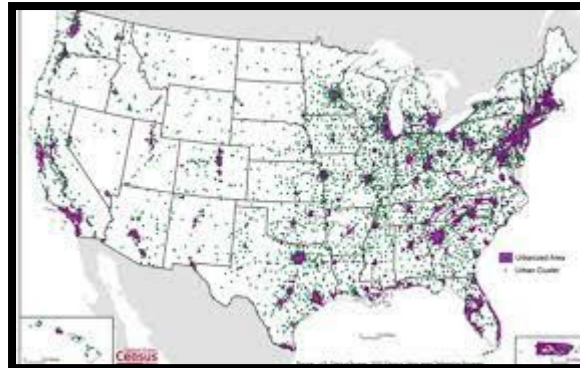
- 1972 - Clean Water Act passed “to preserve, protect and improve the Nation’s water resources
- 1990 – NPDES Phase I Implemented for medium and large MS4s
- 1999 – Final NPDES Phase II Rule Published December 8, 1999
- 2003 – Phase II Notice of Intent by March 10, 2003 for all MS4s not covered by Phase I

What is an Urbanized Area?

- An urbanized area is a land area comprising one or more places – central places – and the adjacent densely settled surrounding area – urban fringe – that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile.
- 464 Urbanized areas in United States
- Approximately 670 Communities in IL

Urbanized Area

- 464 Urbanized areas in United States



- Approximately 670 Communities in IL



What is an MS4?

- Municipal Separate Storm Sewer System
- A conveyance or system of conveyance owned by a state, city, or other public entity that discharges to waters of the United States:
 - Designed or used for collecting storm water;
 - Is not a combined sewer; and
 - Is not part of a Publicly Owned Treatment Works (POTW)

Aspects of the MS4

- Not Always A System of Storm Sewers
- MS4's May Include:
 - Ditches
 - Curbs
 - Gutters
 - Streams
 - Wetlands
 - Drainage Swales
 - Any Storm Water Conveyance

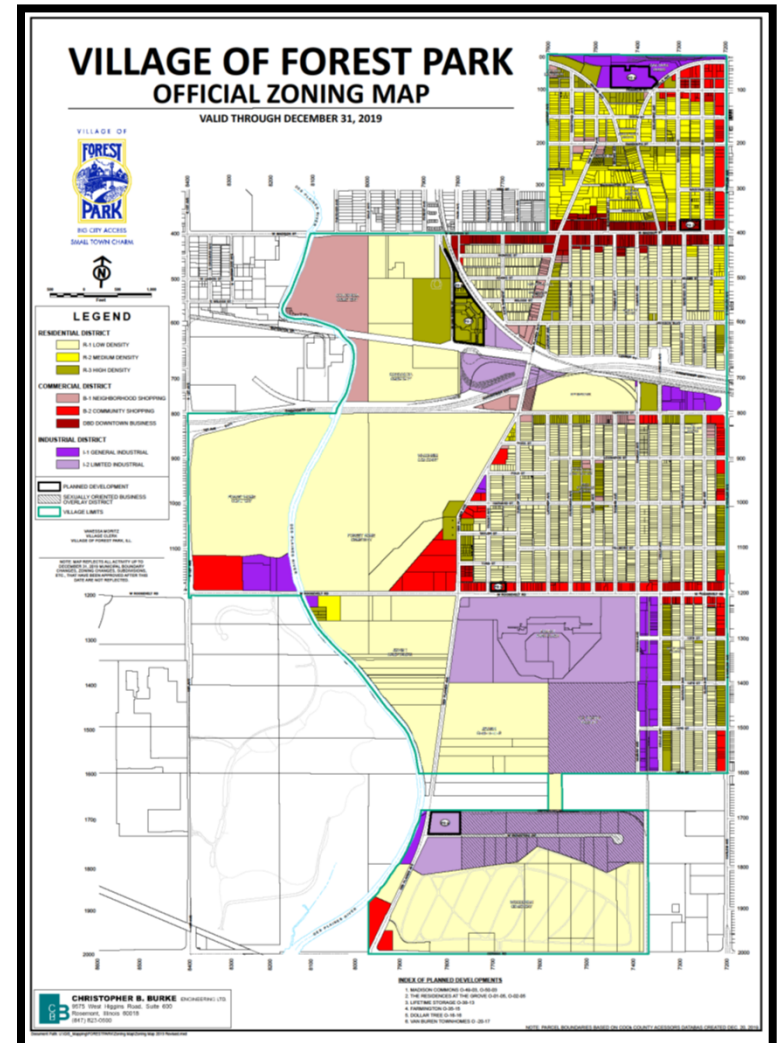
Other MS4 - Examples

- Highway Departments
- Universities
- Local Sewer Districts
- Hospitals
- Military Bases
- Prisons
- Airports



Why Are We Here?

- ❑ Village must regulate ALL discharges to the MS4
- Construction Sites
- Commercial Uses
- Industrial Uses
- Private Residences
- Municipal Facilities and activities



NPDES MS4 Permit

- Develop NPDES program and Stormwater Management Program Plan to address 6 minimum control measures
- Prepare and submit NOI
- Submit Annual Report to IEPA regarding status of implementation of stormwater management program
- Annual public meeting
- Annual permit fee - \$1000

NPDES MS4 Permit

- Required to develop a stormwater management program comprised of BMPs and measurable goals for each of the following six minimum control measures:
 1. Public education and outreach on storm water impacts
 2. Public involvement and participation
 3. Illicit discharge detection and elimination
 4. Construction site storm water runoff control
 5. Post construction storm water management in new development and redevelopment
 6. Pollution prevention/good housekeeping for municipal operations

Permit Updates

- 5-Year Permit Cycles
- First Permit Cycle for Small MS4s: 2003-2008
- Last Permit
 - Issued February 10, 2016
 - Expired February 28, 2021
- New permit is out for public comment
- Likely to be issued late 2021 or early 2022

NPDES MS4 BMPs

- Public education and outreach
 - Brochures and newsletter articles
 - Website information and links
- Public involvement and participation
 - Trash collection at community events
 - Annual Public Meeting
- Illicit discharge detection and elimination
 - Outfall Inspections
 - Storm sewer and receiving stream map
 - Regulatory programs and enforcement



NPDES MS4 BMPs

A promotional poster for a community cleanup event in Forest Park. The background is a photograph of a street scene featuring a large, multi-tiered fountain in the foreground, a pedestrian crossing sign, and a building with a sign that reads "caffe De Luca". The text is overlaid on the image in various fonts and colors.

**Forest Park
Community Cleanup**

Saturday, May 22
8am Check-In*
9am Start
***Check in behind Roos**

**Ages 16+ (15 and below must
be accompanied by adult)**

Masks are mandatory

NATIONAL PUBLIC WORKS WEEK
MAY 16-22, 2021
**Stronger
Together**

Park District
of Forest Park

VILLAGE OF
FOREST PARK
BIG CITY ACCESS

NPDES MS4 BMPs

- Construction site runoff control
 - Plan review procedures
 - Site inspections and enforcement
- Post construction runoff control
 - Plan review procedures
 - Site inspections and enforcement
- Pollution prevention/Good housekeeping
 - Staff training
 - Inspection and maintenance of public infrastructure
 - Municipal operations stormwater control



Questions ?



MEMORANDUM

October 29, 2021

TO: Mayor Hoskins and Commissioners
Moses Amidei – Village Administrator
Sal Stella – Director of Public Works

FROM: James Amelio, PE – Village Engineer

SUBJECT: **15th Street Sewer Separation**
2021 Community Development Block Grant (GDCG) Subrecipient Agreement

Cook County administers an annual Community Development Block Grant (CDBG) program. On March 8, 2021, the Village of Forest Park Mayor and Council approved an application for grant funding for 15th Street Sewer Separation. The project limits are 15th Street from Circle Avenue to Marengo Avenue. Project scope consists of installation of a 48" diameter dedicated storm sewer, roadway patching and resurfacing.

The sewer separation expands upon and outlets into the storm sewer recently installed as part of the Circle Avenue Sewer Separation project.

The Village requested CDBG funding for construction with an estimated cost of \$360,000. Design and Construction Engineering costs are to be funded locally. On September 10, 2021, the Village of Forest Park was notified that the project was selected and awarded \$360,000 for the construction phase.

Cook County has indicated that the next step to move forward and receive the grant funding is to enter into an agreement that outlines the Village's and County's responsibilities. The Village will be responsible for 100% of costs associated with design and construction engineering. CBBEL has provided a proposal for design engineering, dated 10/21/2021, in the amount of \$24,885. We recommend budgeting \$30,000 for construction engineering. Based on the engineering being funded locally, QBS is not required. The County will be responsible for 100% of construction costs with a not to exceed amount of \$360,000. The Village is responsible for any construction cost overages. The County will reimburse construction costs as they are incurred by the Village. Attached is the 2021 CDBG Subrecipient Agreement.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

**A RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT
BETWEEN THE VILLAGE OF FOREST PARK AND THE COUNTY OF
COOK FOR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AGREEMENT
(Infrastructure – 15th Street Sewer Separation and 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 2021 Community Development Block Grant Program Year Agreement with the County of Cook, Illinois for Project Number 2107-018, 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 2021 Community Development Block Grant Program for the Infrastructure – 15th Street Sewer Separation and Resurfacing Project in the award amount of Three Hundred Sixty Thousand (\$360,000.00) Dollars, with the Village matching obligation of Forty Thousand (\$40,000.00) 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. 2107-018 to County of Cook, Illinois.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 8th day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of November, 2021.

Mayor Rory E. Hoskins

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

Vanessa Moritz, Village Clerk



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Instructions for Executing Subrecipient Agreements

In an effort to streamline the process of signing and executing Subrecipient Agreements, please follow the instructions below. Failure to follow instructions will cause delays in executing your Agreement.

You have received your Agreement Package via email this year. Please follow the instructions for execution below and email a fully executed copy to the attention of Ms. Sonia Brown for processing at Sonia.Brown@cookcountyil.gov. A confirmation of receipt will be sent, and the Agreement will be reviewed by appropriate staff for any problems or omissions. Your agency will be notified of any errors.

The Agreement Package that you received via email contains the following:

- Agreement Cover Page
- Subrecipient Agreement (14 pages)
- Exhibits A through E

Instructions for Execution of the Subrecipient Agreement

- 1) Do not remove any pages of the agreement package. Use only the agreement and exhibits sent to you by the County. Please review the agreement and exhibits. However, do not make any changes in the agreement or exhibits. If you identify any issues or errors, please let us know.
- 2) A Board/Council Resolution authorizing an official to execute the Subrecipient Agreement is required. A sample resolution is included later in these instructions.
- 3) A Certification of the above Resolution is required. A sample certification for non-profits is included later in these instructions.
- 4) Complete the entire Subrecipient portion of the signature page of the Subrecipient Agreement (page 14). The Subrecipient Official who executes the signature page must be the person authorized by the Resolution. The Attest signature also required. The only exception is for a non-profit Subrecipient who does not have an Attorney. Please be sure that all signatures are dated.
- 5) Complete Exhibit D in a similar fashion to how you executed the signature page of the Subrecipient Agreement in Step 4 above. An Attorney signature is not needed on Exhibit D. Again, please be sure all signatures are dated.
- 6) ******* Signatures may be scanned or digital. *******

- 7) The corporate or municipal seal must be displayed on all signature pages. The seal is needed on the Subrecipient Agreement signature page (page 14), the Resolution, the Certification, and Exhibit D. **If a non-profit Subrecipient does not have a seal, you must inform the County in writing of this fact when you submit the fully executed Subrecipient Agreement via email (see instructions above).**
- 8) Please review the list below, which highlights common execution problems from past years.

CDBG SUBRECIPIENT AGREEMENT EXECUTION – COMMON PROBLEMS

- ☐ The Subrecipient Agreement must be signed by the person authorized by the Resolution (see Step 4 above).
- ☐ The Subrecipient Agreement signature page must be signed, sealed and dated. If a non-profit agency does not have a seal, a written notice is needed (see Step 7 above).
- ☐ The date of the Attest signature on the Subrecipient Agreement signature page must match the date of the Subrecipient Official's signature.
- ☐ The Resolution must have the correct project number.
- ☐ The date that the Subrecipient Agreement signature page is executed cannot be earlier than the date the Resolution is passed.
- ☐ The Resolution must be signed and sealed and must use appropriate resolution language (see sample Resolution later in these instructions).
- ☐ The Certification date cannot be earlier than Resolution date.
- ☐ The Certification must be signed and sealed and must use appropriate certification language (see sample Certification later in these instructions).
- ☐ The date on the Resolution must match the Resolution date referenced in the Certification.

MUNICIPALITIES MUST COMPLY WITH THE FOLLOWING STATUTE FOR USE OF A DEPUTY CLERK'S SIGNATURE:

DEPUTY CLERK

5/3.1-35-95. Powers - Authorization

§ 3-10-9. The municipal deputy clerk, or clerks, as the case may be, shall have the power and duty to execute all documents required by any law to be executed by the municipal clerk, and affix the seal of the clerk thereto wherever required. In signing any document a deputy clerk shall sign the name of the clerk followed with the word "By" and the deputy clerk's own name and the words "Deputy Clerk".

Except the municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised only in the absence of the clerk from the place where the clerk's office is maintained, and only when either written direction has been given by the clerk to such deputy to exercise such power, or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform such function. In municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised upon the direction of the clerk, or when the corporate authorities have determined by resolution that the clerk is temporarily or permanently incapacitated to perform his functions and duties. When duly authorized as herein provided the signature affixed by any such deputy in the manner herein prescribed on any document, including, but not limited to contracts, bonds, or other obligations of the municipality, such document shall have the same effect as if the documents so executed had been signed by the municipal clerk in person.

SAMPLE RESOLUTION

PLEASE NOTE: The below resolution is a sample resolution. Do not use this sample, but rather execute a resolution on your own letterhead. If you would like an editable sample resolution in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

When completing your resolution, use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the sample below for executing documents if you so choose.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2021 Community Development Block Grant (CDBG) Agreement with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- could be more than one position - **if you chose more than one position use the word “or” and not the word “and”**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2021 Community Development Block Grant (CDBG) Program.

Dated this _____ day of _____, 2021.

ATTEST:

By: _____
Board President/Chairman (Signature)

Printed Name

By: _____
Secretary/Clerk (Signature)

Printed Name

(SEAL)

SAMPLE CERTIFICATION

PLEASE NOTE: This below certification is a sample certification for non-profits. Do not use this sample, but rather execute a certification on your own letterhead. If you would like an editable sample certification in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of _____ hereby certifies that the attached copy of the resolution authorizing execution of the 2021 Community Development Block Grant (CDBG) Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on _____, 2021, and which is still in full force and effect as of _____.

By: _____
Secretary - Signature

Printed Name

(SEAL)

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
PROGRAM YEAR 2021
October 1, 2021 through September 30, 2022**



Village of Forest Park

**CDBG PY 2021
SUBRECIPIENT AGREEMENT**

PROJECT NUMBER:
2107-018

AWARD:
\$360,000

AWARDED TITLE:
Infrastructure - 15th Street Sewer Separation and Resurfacing

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2021, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Forest Park**, a qualifying entity, (hereinafter referred to as the "Subrecipient"),

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2021 through September 30, 2022, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

☐ WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

☐ WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

☐ WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

☐ WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

☐ WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

☐ WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **76891365**, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **2107-018**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **2107-018** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the

Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however, such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

- G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures; Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".
- D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Hatch Act: Davis Bacon

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2022.**

16. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

17. Return of Funds and Accounts Receivables; Expiration of Project.

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502;
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;
- C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.
- D. The remedies for noncompliance and provisions on termination in accordance with 24 CFR part 200, subpart D.

- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has, including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Mr. Rory Hoskins, Mayor
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130-1800

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

24. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the projects and the source of funds for the projects, subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October 2021, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accordance with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature) Printed Name Date
County of Cook

Attest: _____
Cook County Clerk (Signature) Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B **ASSURANCES**

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
 12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
 15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
 - 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 - 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:



EXHIBIT E - PROJECT SUMMARY

2021 Program Year: October 1, 2021 through September 30, 2022

Project Manager **Lesa Carey**

SUBRECIPIENT **VILLAGE OF FOREST PARK**

ADDRESS **517 Des Plaines Avenue** CITY **Forest Park** ZIP **60130-1800**

James Amelio, Village Engineer (847) 823-0500 (847) 823-0520 jamelio@cbbel.com

PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM IDIS No. PROJECT TITLE

2107-018

Infrastructure - 15th Street Sewer Separation and Resurfacing

Account #:
9428225-580170.100

Eligibility Citation Award Amount Additional Amount Total Budget Summary
\$360,000 **\$360,000**

Award Match Match_Source_1
\$40,000.00
Award Match2 Match_Source_2

SUMMARY PROJECT DESCRIPTION: Sewer separation and resurfacing of 15th Street

Eligibility:

LMI

- ☐ Does Not Apply ☐ Housing Activity
☒ Area Benefit ☐ Job Creation/Retention
☐ Limited Clientele

Slum Blight

- ☒ Does Not Apply
☐ Area
☐ Spot

Is Acquisition Required?

- ☐ Yes
☒ No

Census Tracts

Block Groups

L/M Income %

816100

3

57.4%

NARRATIVE:

Awarded Location

15th Street, Forest Park, IL.- from Circle Ave to Marengo Ave

AWARDED Project Description

The project consist of installing 48" diameter storms sewers to separate the storm water from the existing combination on 15th Street from Circle Avenue to Marengo Avenue. The sewer separation expands on pervious improvements in an effort to fully separate the Village sewer system.

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

Installation of 330 linear feet of 48" diameter storm sewer Removal and replacement of 660 linear feet of curb and gutter
Resurfacing of 330 linear feet of roadway

Environmental Review

Amendment

Amendment Date

Project Manager

Lesa Carey

PROJECT COMPLETION SCHEDULE

Month 1

Project Approval - Begin Design Engineering

Month 2

Design

Month 3

Design & Permitting

Month 4

Advertisement of Bids and Bid Opening

Month 5

Award Contract and Start of Construction

Month 6

Construction

PROJECT COMPLETION SCHEDULE

Month 7

Construction

Month 8

Construction Completion

Month 9

CDBG Paperwork Closeout

Month 10

Project Complete

Month 11

Month 12

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0.00		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
TOTAL SALARIES:	\$0.00		\$0.00	\$0.00	\$0.00

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$360,000.00		\$360,000.00
Single-Family Rehabilitation			\$0.00
Economic Development			\$0.00
Demolition/Clearance			\$0.00
Acquisition			\$0.00
Relocation			\$0.00
TOTAL PROJECT ACTIVITY:	\$360,000.00	\$0.00	\$360,000.00

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: **(You are encouraged to use CDBG Funds for salaries only.)**

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0.00	\$0.00	\$0.00
Office Rent/Utilities			\$0.00
Postage			\$0.00
Printing (Rental Equipment)			\$0.00
Publication/Notices			\$0.00
Project Travel @ \$.545 per mile OR current IRS rate.			\$0.00
Other: _____			\$0.00
Other: _____			\$0.00

Professional Services: **(Need to be Procured if using CDBG Funds.)**

Architect			\$0.00
Engineering		\$40,000.00	\$40,000.00
Legal			\$0.00
Accounting (except Single Audit)			
Other: _____			\$0.00
Other: _____			\$0.00

TOTAL PROJECT DELIVERY: **\$0.00** **\$0.00** **\$40,000.00**

CDBG Grand Total

\$360,000.00

Match Grand Total

\$40,000.00

GRAND TOTAL ALL

\$400,000.00

**Cook County Department of Planning and Development
Community Development Block Grant (CDBG)**

Required Information to Satisfy the Federal Funding Accountability and Transparency Act (FFATA)

As a condition of your CDBG award, please complete the form below and submit it with your CDBG Subrecipient Agreement.

Preparer Name

Preparer Signature

Date

Subrecipient Name

- 1) In your municipality or organization's preceding completed fiscal year, did your municipality or organization receive (A) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES

NO

If you answered "yes" to question #1, please proceed to question #2 below.

- 2) Does the public have access to information about the compensation of the executives in your municipality or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986?

YES

NO

If you answered "no" to question #2, please complete the compensation information below.

Names and Total Compensation of Top 5 Employees

Name

Total Compensation

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION NO. R-_____-21

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR PHASE II DESIGN BY AND BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF
FOREST PARK FOR THE 15TH STREET SEWER SEPARATION PROJECT**

WHEREAS, the Village of Forest Park ("Village") has received a Community Development Block Grant from the County of Cook ("CDBG Grant") for the award of funds to be used for a portion of the costs associated with the 15th Street Sewer Separation Project ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer is required to facilitate the implementation of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional engineering services for phase II design to coordinate and implement the Project.

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 preambles 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 contract for professional engineering services for phase II design with Burke to coordinate and implement the Project.

Section 3. That certain "15th Street Sewer Separation - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in 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 the approval of such changes, if any.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of November, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A

**15th Street Sewer Separation –
Professional Engineering Services Proposal for Phase II Design**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 21, 2021

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

Attention: Mr. Moses Amidei, Village Administrator

Subject: 15th Street Sewer Separation - Professional Engineering Services Proposal
for Phase II Design

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the 15th Street Sewer Separation Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village is receiving Cook County Community Development Block Grant (CDBG) funding for installing a 48" diameter storm sewer on 15th Street from Circle Avenue to Marengo Avenue. This sewer separation is an extension of the Circle Avenue Sewer Separation improvements. It is our understanding that the Village will be using local funds to cover Design and Construction Engineering and CDBG funding to cover construction costs.

SCOPE OF WORK

CBBEL proposes the following scope of engineering services to complete the project.

Task 1 – Topographic Survey

CBBEL will perform a topographic survey of 15th Street from Circle Avenue to Marengo Avenue. The survey will be used as a base map for design purposes. Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone 1201); CBBEL will establish recoverable primary control.

2. Vertical Control: CBBEL will establish elevations on new horizontal control points based on NAVD '88 Vertical Datum.
3. Field topographic survey to locate and measure pavement, curbs, trees, fences, walks, curb cuts, utilities, approximate right-of-way and other pertinent site features.
4. Field Survey to determine detailed utility structure rim and invert elevations, pipe size and material.
5. Field level run to establish vertical control.
6. Office calculations and plotting of field data.
7. Drafting of an existing conditions plan in a Microstation drawing file.

CBBEL will create design base sheets from the survey at a scale of 1" = 20'. This task will also include identification of approximate roadway right-of-way.

Task 2 – Pavement and Soils Investigation

CBBEL will utilize our subconsultant, Rubino Engineering, to perform borings along 15th Street. The results of the borings will assist in design and preparation of quantities. The subconsultant will also perform Clean Construction or Demolition Debris (CCDD) testing so that soils may be disposed of in accordance with Illinois Environmental Protection Agency (IEPA) requirements consisting of a Potentially Impacted Property (PIP) evaluation and LPC-662 soil analysis.

Task 3 – Field Reconnaissance

This task will consist of inspecting the Village structures within the roadway to determine if they should be adjusted, reconstructed, or replaced. Field reconnaissance shall also include assessment of curb and sidewalk to determine replacement scope.

Task 4 – Utility Coordination

Based on utility information obtained as part of Task 1 and a JULIE design locate, CBBEL will draft existing utilities on the plans and send them back to the utility companies for verification of their locations. CBBEL will identify potential conflicts and coordinate any required relocation work with the respective utilities.

Task 5 – Preparation of Plans and Specifications

This task will consist of preparing detailed engineering plans, specifications, and an Engineer's opinion of probable cost. The plans will be prepared with the topographic survey as a base map.

Task 6 – Permitting

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for installation of proposed sewer.

Task 7 – CDBG Coordination

CBBEL will submit to and coordinate with the designated Cook County CDBG project manager to make this project eligible for CDBG construction funds.

Task 8 – Bidding Assistance

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all the bids and make a recommendation of award.

ESTIMATE OF FEE

Our Estimate of Fee is \$24,885.00 as shown on the attached exhibit A.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF FOREST PARK:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 8, 2021

Issue Statement

Request for Village Council action related to the adoption of two resolutions that approve construction management and construction contracts related to the emergency repairs to the Village's Austin and Jackson water intake vault located in Oak Park, Illinois.

Background

As the Village Council is aware, an inspection of the Village's water intake vault took place in early October in conjunction with our efforts to prepare and plan for future renovations/modifications to this Village owned water-utility facility. This facility is located east of our Village in Oak Park, Illinois.

During this visit with our Village Engineers in attendance, it was discovered that the steel beams at the top of the vault (just below ground level) had rusted; some of which had holes in them. In the interest of public safety, working in conjunction with the Village of Oak Park, it was recommended that the traveled vehicular lane on top of this vault be closed on a temporary basis until such time that the vault is repaired.

Our Village Engineers contacted three (3) contractors for pricing to perform such repairs; what is being proposed are not temporary repairs but a complete replacement of the top of the vault facility. In conjunction with this work, ancillary improvements to said vault will also take place, including the replacement of a required second water meter that will be installed sometime in early 2022. As the included draft construction schedule indicates, it is anticipated that the repairs will be completed by the end of 2021 (which will allow the road to reopen to vehicular traffic), while below ground repairs will be completed over the course of the first few months of 2022.

Attachments

- Resolution Approving a Construction Management Contract with Burke, LLC
- Resolution Waiving the Bidding Process and Approving a Contract for the Emergency Reconstruction of the Austin and Jackson Water Intake Vault with Genco Industries, Inc.
- General information regarding the project

RESOLUTION NO. R - ____ - 21

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF A STANDARD FORM OF A CONSTRUCTION
MANAGEMENT CONTRACT BY AND BETWEEN BURKE, LLC AND
THE VILLAGE OF FOREST PARK FOR THE EMERGENCY REPAIRS
TO THE AUSTIN AND JACKSON WATER VAULT AND RELATED
FACILITIES FOR THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (“Village”) owns, operates and otherwise controls a municipal water connection and meter vault, which provides for the connection and transmission of potable Lake Michigan water to the Village purchased from the City of Chicago, located under the intersection of Austin and Jackson in the Village of Oak Park; and

WHEREAS, the water connection vault structure has failed, requiring the emergency reconstruction of the water connection vault and related facilities (“Project”), in order to complete the work prior to the onset of winter conditions and to ensure the continued and uninterrupted supply of potable water to the residents and users of the Village; and

WHEREAS, due to the emergency timing and scope of the Project, it is hereby determined that the professional services of a construction manager will facilitate and efficiently coordinate the successful design, construction and implementation of the Project and the ability, fitness and involvement of Burke, LLC (“Burke”) will be an integral part of the professional services to be obtained; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to waive bid and enter into a contract with Burke to provide professional engineering services to coordinate and implement the Project.

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 preambles 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 bids and contract for design and construction management services with Burke to design, over-see construction and implement the Project.

Section 3: That certain “Standard Form of At-Risk Construction and Management Contract for Construction Management” of the Project by and between the Village and Burke, a copy of which is attached hereto marked as Exhibit A, is hereby approved.

Section 4: The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the “Standard Form of At-Risk Construction Management Contract for Construction Management,” substantially in 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 the approval of such changes, if any.

Section 5: This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of November, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 8th day of November, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A

**Standard Form of At-Risk Construction Management Contract for Construction
Management for the Project**



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR CONSTRUCTION MANAGEMENT**

OWNER: Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Austin and Jackson Meter Vault Repairs

CONTRACT DATE: November 8, 2021

PRICE: \$ 25,000

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans and Specifications, including any Addenda thereto.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is Village of Forest Park.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.
- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

- 2.7 The Work. The Work consists of all of the design and construction management services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager shall provide reasonable assistance to the Owner relative to the Owner's obligation to secure the permits necessary for construction of the Project, as set forth in Art. 6.1.3, below.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.

- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner or the Engineer, their officials, agents and employees for their own negligent acts or omissions.
- 3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.
- 3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.
- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or 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 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability 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 That, 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, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency 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 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the

Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

- 3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- 3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, is not required. However, the Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

- 3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Owner certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications.
- .1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability

company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

- .2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- .3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
 - .1 Publishing a statement:
 - .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition;
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - .1 abide by the terms of the statement; and
 - .2 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:
 - .1 the dangers of drug abuse in the workplace;
 - .2 the Construction Manager's policy of maintaining a drug-free workplace;
 - .3 any available drug counseling, rehabilitation, and employee assistance program; and
 - .4 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 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 from an 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.
- .4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- .5 Human Rights Number. The Construction Manger shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work, and shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000.00 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000.00 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by Public Works Director and authorized by a due and proper vote of the Board of Commissioners. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this

Contract. "Contract Time" means the measurement of time between the Execution Date, as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof

- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee of twelve percent (12%) of the Cost of the Work.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days

after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum

Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The

Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the

Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.

- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
- .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- .8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.

- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;

- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$4,000,000
Aggregate	\$4,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

- 10.5 Acceptability of Insurers. The insurance carrier(s) used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.
- 10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by

insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 if the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
 - .2 if the Work is suspended by the Owner for sixty (60) days;
 - .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
 - .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work

executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 By the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall provide reasonable cooperation to the Owner by taking all reasonable steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

- 11.4 Suspension By The Owner For Convenience. Subject to the provisions of Art. 11.1 of this Contract, the Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the Substantial Completion Date caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.
- 12.3 Arbitration. All claims, disputes and other matters in question not resolved by mediation (hereinafter referred to as a "Controversy") between the parties to this Contract arising out of or relating to this Contract or the breach thereof shall be decided by arbitration at the AAA or JAMS/Endispute, Inc. in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the AAA or JAMS/Endispute. The demand must be made within a reasonable time after the party tendering the demand has determined that mediation has failed to resolve

the claim, dispute or other matter in question. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such Controversy would be barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either party may join any other interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction

12.4.1 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.

12.5 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

13.1 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.

13.2 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.

14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.

14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

- 14.4 Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:

Contractor:

Burke, LLC, an Illinois limited liability company

By: _____ Date: _____ By: _____ Date: _____
Principal

Attest: _____ Date: _____ By: _____ Date: _____
Principal



Austin and Jackson Meter Vault Repair Project
Forest Park, Illinois
Exhibit A - Summary Schedule of Values



Item	Contract Value		
Vault Improvements	\$	25,000	100%
Design	\$	7,500	
Construction Management	\$	17,500	
Contract Price		\$	25,000

Assumptions/Qualifications and Clarifications:

1. We assume that the on site soils are clean. If it is determined that the existing soils are contaminated or the site requires dewatering, then a change order shall be warranted to cover the additional cost.
2. We assume no permit fees (City of Chicago, Village of Oak Park). If permit fees are required, then a change order shall be warranted to cover the cost.

RESOLUTION NO. R-_____-21

**A RESOLUTION WAIVING THE BIDDING PROCESS AND AUTHORIZING THE
AWARD OF THE CONTRACT FOR THE EMERGENCY RECONSTRUCTION OF
THE AUSTIN AND JACKSON WATER CONNECTION VAULT AND
RELATED FACILITIES FOR THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (“Village”) owns, operates and otherwise controls a municipal water connection and meter vault, which provides for the connection and transmission of potable Lake Michigan water to the Village purchased from the City of Chicago, located under the intersection of Austin and Jackson in the Village of Oak Park; and

WHEREAS, the water connection vault structure has failed, requiring the emergency reconstruction of the water connection vault and related facilities (“Project”), in order to complete the work prior to the onset of winter conditions and to ensure the continued and uninterrupted supply of potable water to the residents and users of the Village; and

WHEREAS, the Village has solicited bid proposals for emergency repairs for the Project; and

WHEREAS, the following three (3) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd.:

	COMPANY	BID
1	Genco, Inc.	\$175,000.00
2	Bolder Construction Systems, Inc.	\$240,300.00
3	Martram Construction, Inc.	\$241,750.00

WHEREAS, Genco, Inc. was the apparent low responsible bidder and will provide the correct forms required, including its performance bond, and will comply with provided specifications; and

WHEREAS, the bidders have been reviewed and evaluated by Christopher B. Burke Engineering, Ltd., the Village Engineers, who have determined Genco, Inc. to be a responsible bidder and have recommended to the Village Council that the award of the contract for the Project be made to Genco, Inc. for its bid in the amount of \$175,000.00; and

WHEREAS, Section 1-8A-5A of the Village Code of the Village of Forest Park authorizes the corporate authorities of the Village to waive, by four-fifths (4/5ths) vote of the corporate authorities, the competitive bidding requirements of the Village Code; and

WHEREAS, the Mayor and Council of the Village have determined that it is in the best interest of the Village to waive the bidding process required under Section 1-8A-5A of the Village Code and to award the contract for the Project to the apparent lowest bidder, Genco, Inc., for its bid in the amount of \$175,000.00; and

WHEREAS, it is necessary that the Mayor 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 waive the bidding process required under Section 1-8A-5A of the Village Code and award the contract for the Project to the lowest bidder, Genco, Inc., for its bid in the amount of \$175,000.00.

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, Genco, Inc., for its bid in the amount of \$175,000.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of November, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 8th day of November, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

Village of Forest Park - Austin and Jackson Meter Vault Repairs

					GENCO		BOLDER		MARTAM	
SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	50	\$ 32.20	\$ 1,610.00	\$ 15.00	\$ 750.00	\$ 20.00	\$ 1,000.00
	44000600	SIDEWALK REMOVAL	SQ FT	50	\$ 6.90	\$ 345.00	\$ 4.00	\$ 200.00	\$ 10.00	\$ 500.00
	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL) AND DETOUR	LSUM	1	\$ 9,300.00	\$ 9,300.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
		CONCRETE BARRIERS	LSUM	1	\$ 6,100.00	\$ 6,100.00	\$ 8,000.00	\$ 8,000.00	\$ 7,200.00	\$ 7,200.00
	NA	CLASS D PATCH, SPECIAL	SY	70	\$ 223.00	\$ 15,610.00	\$ 105.00	\$ 7,350.00	\$ 275.00	\$ 19,250.00
	NA	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	40	\$ 130.00	\$ 5,200.00	\$ 60.00	\$ 2,400.00	\$ 95.00	\$ 3,800.00
	NA	THERMOPLASTIC PAVEMENT MARKINGS	LSUM	1	\$ 1,610.00	\$ 1,610.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
	NA	PARKWAY RESTORATION	LSUM	1	\$ 2,390.00	\$ 2,390.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
	NA	SUMP PUMP REMOVAL AND REPLACEMENT	LSUM	1	\$ 2,350.00	\$ 2,350.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
	NA	10" METER REMOVAL AND REPLACEMENT	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,800.00	\$ 10,800.00
	NA	10" PIPING REMOVAL AND REPLACEMENT	LSUM	1	\$ 3,350.00	\$ 3,350.00	\$ 17,000.00	\$ 17,000.00	\$ 9,800.00	\$ 9,800.00
	NA	ELECTRIC CONDUIT IN METER VAULT	LSUM	1	\$ 3,910.00	\$ 3,910.00	\$ 4,000.00	\$ 4,000.00	\$ 4,600.00	\$ 4,600.00
	NA	INSTALLATION OF VAULT LIGHTING	LSUM	1	\$ 1,380.00	\$ 1,380.00	\$ 2,000.00	\$ 2,000.00	\$ 5,200.00	\$ 5,200.00
	NA	CHECK VALVE REMOVAL AND REPLACEMENT	EACH	2	\$ 17,000.00	\$ 34,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00
	NA	REMOVAL OF EXISTING PAVEMENT, VAULT TOP, STEEL BEAMS	LSUM	1	\$ 18,690.00	\$ 18,690.00	\$ 28,000.00	\$ 28,000.00	\$ 33,600.00	\$ 33,600.00
	NA	REINFORCED CONCRETE SLAB (COMPLETE)	LSUM	1	\$ 24,950.00	\$ 24,950.00	\$ 64,000.00	\$ 64,000.00	\$ 36,000.00	\$ 36,000.00
	NA	MANHOLE ACCESS LID (COMPLETE)	LSUM	1	\$ 2,975.00	\$ 2,975.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 800.00
	NA	ACCESS HATCH (COMPLETE)	LSUM	1	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
	NA	TEMPORARY SHORING	LSUM	1	\$ 10,230.00	\$ 10,230.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00
	NA	BONDS AND INSURANCE	LSUM	1	\$ 3,250.00	\$ 3,250.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
					TOTAL	\$ 160,650.00	TOTAL	\$ 226,100.00	TOTAL	\$ 227,550.00

Supplemental Items

	NA	PVC PIPE OUTLET FOR SUMP PUMP	LSUM	1	\$ 1,200.00	\$ 1,200.00
	NA	GATE VALVE	EACH	2	\$ 4,000.00	\$ 8,000.00
	NA	CCDD TESTING	LSUM	1	\$ 5,000.00	\$ 5,000.00

Total	\$ 174,850.00
-------	---------------

CONTRACT AGREEMENT

SECTION 00 52 00

THIS AGREEMENT, made this _____ day of _____, 20 **21** by and between the **Village of Forest Park** hereinafter called "Owner", and **Genco Industries, Inc.**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Austin and Jackson Meter Vault Repair Project**.

WHEREAS, Owner did find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Austin and Jackson Meter Vault Repair Project** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **Cook County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Proposal Dated October 26, 2021
2. Drawings Prepared by CBBEL
3. This Contract Agreement
4. All Bonds, Insurance Certificates and Insurance Policies
5. Any and all other Documents or Papers included or referred to in the foregoing Documents.
6. Any and all Addenda to the foregoing.

ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

CONTRACT AGREEMENT

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of One Hundred Seventy-Five Thousand Dollars (\$ 175,000.00).
(in writing) (in figures)

Plus the following (List in detail additional work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Austin and Jackson Meter Vault Repair Project**. The Work of this Contract shall be completed within **120 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

ARTICLE V - LIQUIDATED DAMAGES

Not applicable.

CONTRACT AGREEMENT

ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

GENCO INDUSTRIES, INC.

Contractor

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

VILLAGE OF FOREST PARK

Owner

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

IMPORTANT

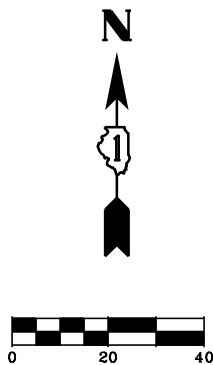
NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

CBBEL Project No. 01.R000023.00001
Jackson Boulevard and Austin Boulevard
Forest Park/City of Chicago Water Meter Vault Improvements

Proposed Scope of Work

- Provide Temporary Shoring inside valve vault for duration of work prior to detour and demolition.
- Set up detour and traffic control
- Furnish and install concrete barriers around local work site
- Sawcut pavement and pavement removal
- Demolition/removal of top slab and interior steel support beams
- Install new reinforced concrete top slab rated at H-20 loading, 10" min thickness
- Furnish and install cast iron access hatches Neenah 38" X 50" R-6665 or equal and IDOT Type 1 Frame and Grate closed lid
- Remove and replace existing "north leg" of 10" ductile iron piping within meter vault including meter, strainer, angle swing check valve, and south leg angle swing check valve only
- Meter must be sent to City of Chicago for calibration
- Meter shall be same as existing in vault – make and model number will be provided
- Back fill existing structure after top slab and hatches completed
- Pavement patch with HMA, N50 binder and surface to match existing thickness.
- Furnish and install new sump pump Zoeller M98 or equal
- Furnish and install four RABVX100DG jelly jar light fixtures with LED light bulbs and waterproof switch including all conduit and wire.
- Existing electrical cabinet in parkway has electrical source for power to lights and sump pump. New conduit in vault only. Assume underground conduit between meter vault and electrical cabinet is sound.



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

CLIENT:



VILLAGE OF FOREST PARK
517 DES PLAINES AVENUE
FOREST PARK, ILLINOIS 60130
708-366-2323

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	JPC
					DWN.	TJK
					CHKD.	JPC
					SCALE	
					PLOT DATE	*DATE*
					CAD USER	*USER*
					FILE NAME	*MODELNAME*

TITLE:	PROJ. NO.
VILLAGE OF FOREST PARK	DATE: *DATE*
AUSTIN BLVD AND JACKSON BLVD METER VAULT	SHEET 2 OF 2
METER VAULT EXHIBIT	DRAWING NO.
	EXH-2

SCHEDULE FOR FOREST PARK - JACKSON METER VAULT

[illegible]

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A
FEDERAL ASSISTANCE TO FIREFIGHTERS PROGRAM GRANT
FOR FY 2021 IN THE AMOUNT OF \$110,805.40 AND APPROVING
AND AUTHORIZING EXECUTION OF AND ACCEPTING A BID
FROM MOTOROLA SOLUTIONS FOR THE PURCHASE OF RADIOS**

WHEREAS, the Village of Forest Park (“Village”) has made application to the Federal Emergency Management Agency (“FEMA”) and has been awarded a grant, through the Department of Homeland Security, to be funded under the Assistance to Firefighters Grant Program (“AFG Grant”) for the purchase of radios (“Radios”) in the amount of \$110,805.40 (“Grant Award”), with a required Village match expenditure of at least \$5,540.27 (“Village Match”); 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 from qualified vendors for purchase of the Radios; and

WHEREAS, the Village solicited and has received a bid response from Motorola Solutions (“Motorola”), a sole provider of compliant Radios, and desires to accept the satisfactory quote proposal from Motorola to provide the Radios and has negotiated a satisfactory comprehensive quote between the Village and Motorola for the purchase of the Radios, as attached hereto as Exhibit B and made a part hereof (the “Quote”).

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: The Village authorizes acceptance of, and further agrees to use the funds received pursuant to, the AFG Grant, and that the award of the Grant Award, and any required Village Match expenditure, be approved.

Section 3: 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 from qualified vendors for the purchase of the Radios.

Section 4: The Village hereby approves the Quote with Motorola, 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.

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 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 Grant Award and Quote.

Section 6: This Resolution shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

PASSED by the Mayor and Council of the Village of Forest Park, Cook County, Illinois
this 8th day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A

FEMA Grant Award

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/02/2021



Phil Chiappetta
FOREST PARK, VILLAGE OF
517 DESPLAINES AVE
FOREST PARK, IL 60130

EMW-2020-FG-16769

Dear Phil Chiappetta,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$110,805.46 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$5,540.27 for a total approved budget of \$116,345.73. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: FOREST PARK, VILLAGE OF

DUNS number: 076891365

Award number: EMW-2020-FG-16769

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$116,345.73
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$110,805.46
Non-federal	\$5,540.27
<hr/>	
Total	\$116,345.73
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Equipment

Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

DESCRIPTION

20 APX 8000 all band portable model 2.5. Each radio comes with a spare battery, rugged design, programming, high heat remote speaker microphone, and 5 year warranty.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	14	\$8,031.17	\$112,436.38	Equipment

CHANGE FROM APPLICATION

Quantity from 20 to 14

JUSTIFICATION

This reduction is because the number of Portable Radios requested exceeded the number of front line seated riding positions in your department

Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

DESCRIPTION

5 radio charging banks. 3 in station chargers and 2 mobile charging stations

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	5	\$781.87	\$3,909.35	Equipment

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: FOREST PARK, VILLAGE OF

DUNS number: 076891365

Award number: EMW-2020-FG-16769

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**Article 1 Assurances, Administrative Requirements, Cost Principles,
Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

- Article 9 Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article 10 Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11 Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12 Drug-Free Workplace Regulations**
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article 19 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 20 Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

- Article 25 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 27 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 28 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 29 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Article 30 Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

- Article 31 Reporting Subawards and Executive Compensation**
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 33 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 35 Universal Identifier and System of Award Management**
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 36 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
- Article 37 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

- Article 38 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 39 Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 40 Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article 41 Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Award Performance Goals
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-16769	2. Amendment No. N/A	3. Recipient No. 366005875	4. Type of Action AWARD	5. Control No. WX00641N2021T		
6. Recipient Name and Address FOREST PARK, VILLAGE OF 517 DES PLAINES AVE FOREST PARK, IL 60130		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Phil Chiappetta		9a. Phone No. 7083661234	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 08/02/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/09/2021 to 08/08/2023 Budget Period 08/09/2021 to 08/08/2023			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$110,805.46	\$110,805.46	\$5,540.27
Totals			\$0.00	\$110,805.46	\$110,805.46	\$5,540.27
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/02/2021

EXHIBIT B
Motorola Quote



QUOTE-1551402
APX8000XE Quote

Billing Address:
FOREST PARK FIRE
DEPARTMENT
7625 W WILCOX ST
FOREST PARK, IL 60130
US

Quote Date:09/11/2021
Expiration Date:12/10/2021
Quote Created By:
Chris Chisnell
Sr. Account Mgr
Chris.Chisnell@
motorolasolutions.com
847-489-9379

End Customer:
FOREST PARK FIRE DEPARTMENT
Phil Chiappetta
pchiappetta

Contract: 35622 - Cook County IL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	14	\$6,462.00	\$4,135.68	\$57,899.52
1a	H869BW	ENH: MULTIKEY	14	\$330.00	\$211.20	\$2,956.80
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	14	\$515.00	\$329.60	\$4,614.40
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	14	\$300.00	\$192.00	\$2,688.00
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	14	\$800.00	\$512.00	\$7,168.00
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	14	\$121.00	\$121.00	\$1,694.00
1f	QA00580AA	ADD: TDMA OPERATION	14	\$450.00	\$288.00	\$4,032.00
1g	QA05509AA	DEL: DELETE UHF BAND	14	-\$800.00	-\$512.00	-\$7,168.00
1h	QA09001AB	ADD: WIFI CAPABILITY	14	\$300.00	\$192.00	\$2,688.00
1i	H38BS	ADD: SMARTZONE OPERATION	14	\$1,500.00	\$960.00	\$13,440.00
1j	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	14	\$100.00	\$64.00	\$896.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1551402
APX8000XE Quote

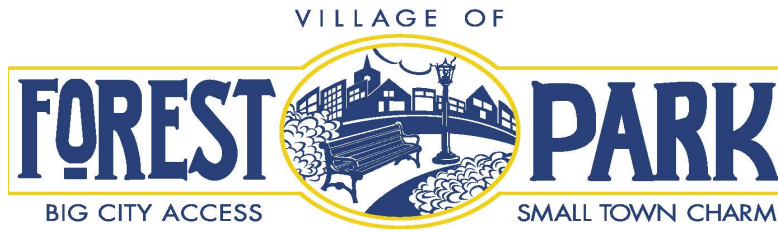
Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	Q629AH	ENH: AES ENCRYPTION AND ADP	14	\$475.00	\$304.00	\$4,256.00
1l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	14	\$25.00	\$16.00	\$224.00
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	14	\$193.00	\$125.45	\$1,756.30
3	NNTN7624C	CHARGER,CHR IMP VEH EXT NAVEU KIT	2	\$472.00	\$306.80	\$613.60
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	3	\$1,315.00	\$854.75	\$2,564.25
5	PMMN4106D	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	14	\$616.00	\$400.40	\$5,605.60
Grand Total				\$105,928.47(USD)		

Notes:

- No labor or services have been included in the quote.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 - #: 36-1115800



OFFICE OF THE MAYOR – RORY E. HOSKINS

To: The Honorable Commissioners
Date: November 8, 2021
Re: Liquor License Issuance Request

Commissioners,

I am seeking your support regarding the approval of a motion regarding the issuance of a liquor license request, as stated below:

1. Table and Lain (7322 W. Madison): Louis Dourlain, owner/manager successfully opened on October 1, 2021. He has passed the background investigation; therefore, an additional A8 Liquor License will need to be created for this business.

Your favorable support would be appreciated.

Mayor Hoskins

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 8, 2021

Issue Statement

Request for Village Council action related to the adoption of an ordinance amending Section 3-3-6 of the Forest Park Liquor Code related the establishment of the number of available liquor licenses.

Background

The proposed ordinance amends Section 3-3-6 of the Forest Park Liquor Code to account for the number of locally issued liquor licenses.

The changes in the amount of available licenses accounts for the following:

- Creation of an A8 license for Table and Lain (7322 Madison);
- Deletion of an A2 license (Small Batch Barbeque – 7441 Madison). They no longer wish to have a liquor license and have not renewed same.

Attachments

- Proposed Liquor Code Amendment Ordinance
- Current Liquor License Listing (as of 11/8/2021)

ORDINANCE O-_____ -21

**AN ORDINANCE AMENDING SECTION 3-3-6 ENTITLED “LICENSE FEE
AND NUMBER:” OF CHAPTER 3 ENTITLED “LIQUOR CONTROL” OF
TITLE 3 ENTITLED “BUSINESS AND LICENSE REGULATIONS” OF
THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, pursuant to section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1), the corporate authorities of the Village of Forest Park, are expressly authorized to regulate and determine, by ordinance, the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Section 3-3-6 entitled “License Fees and Number:” of Chapter 3 entitled “Liquor Control” of Title 3 entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby further amended to read as follows:

3-3-6: LICENSE FEES AND NUMBER:

<u>Classification</u>	<u>Annual Fees</u>	<u>Number Of Licenses</u>
A	\$1,800.00	16
A1	1,800.00	14
A2	1,600.00	6 5
A3	1,300.00	3
A4	250.00	0
A5	250.00	2
A6	1,200.00	0
A7	1,800.00	1
A8	1,800.00	0 1

B1	1,800.00	5
B2	1,300.00	0
C (BYOB)	500.00	2
O	1,000.00	1
Special Use Permit	50.00 per day.	No limit.
Additional fees:		
	Supplemental patio license	\$150.00 per approved license
	Supplemental sidewalk cafe license	\$150.00 per approved license
	Extra bar(s) on premises	\$150.00 per each additional public bar exceeding 1

SECTION 2: That this Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

For November 8, 2021 Village Council Meeting

<u>License Count</u>	<u>License Number</u>	<u>License Class</u>	<u>Name of Establishment</u>	<u>Address</u>
1	43	A	Caffe De Luca	7427 Madison
2	17	A	Golden Steer	7635 Roosevelt
3	13	A	Goldybrowsers	7316 Circle
4	42	A	Jimmy's Place	7411 Madison
5	56	A	Fat Duck	7218 Madison
6	73	A	Lathrop House Café	26 Lathrop
7	2	A	Mexican Republic Kitchen & Cantina	7404 Madison
8	29	A	Old School Tavern & Grill	201 Des Plaines
9	72	A	Panda Café	7600 Madison
10	19	A	Tacabron	7330 Harrison
11	44	A	Taco Tu Restaurant & Bar	7321 Madison
12	64	A	Scratch Kitchen	7445 Madison
13	38	A	Shanahan's	7353 Madison
14	6	A	O'Sullivan's	7244 Madison
15	40	A	McGaffers	7737 Roosevelt
16	48	A	Francesca's Fiore	7407 Madison
1	24	A1	Angelo O'Leary's	7522 Madison
2	27	A1	Blueberry Hill	427 Des Plaines
3	30	A1	Carole's Next Best Thing	7307 Roosevelt
4	35	A1	Circle Bowling Lanes	7244 Circle
5	45	A1	Circle Inn	7300 Circle
6	20	A1	Doc Ryan's	7432 Madison
7	3	A1	Duffy's Tavern	7513 Madison
8	26	A1	Forest Park Tap Room	7321 Madison, Unit 1
9	36	A1	Mugsy's	7640 Madison
10	33	A1	Pioneer Tap	7443 Randolph
11	8	A1	Shortstop Lounge	7425 Madison
12	16	A1	Slainte Irish Pub	7505 Madison
13	7	A1	The Beacon	101 Circle
14	57	A1	The Lantern Haus Co.	7414 Madison
1	4	A2	Charlie's Restaurant	7427 Roosevelt
2	23	A2	Chirion Mexican Restaurant	7510 Madison
3	49	A2	Gaetano's	7636 Madison
4	41	A2	Kribi Coffee	7324 Madison
5	74	A2	White Crane	819 Harlem Avenue
1	28	A3	Portillo's Hot Dogs	7740 Roosevelt
2	55	A3	The Junction Diner	7401 Madison
3		A3	Mr. Beef and Pizza	123 Harlem
1	12	A5	Altenheim	7824 Madison
2	63	A5	American Legion Hall	500 Circle
1	18	A7	Exit Strategy Brewing Company	7700 Madison
1		A8	Table and Lain	7322 Madison
1	21	B1	USA Beverage	7200 Madison
2	10	B1	Suburban Liquors	7612 Madison
3	60	B1	Cardinal Wine and Spirits	7533 Roosevelt
4	11	B1	Famous Liquors	7714 Madison
5	32	B1	Forest Park Liquors	7429 Madison
1	65	C	Starship Restaurant & Catering	7618 Madison
2	31	C	Yum Thai Restaurant	7748 Madison
1	66	O	Sharship Catering	7618 Madison



October 27, 2021
Village of Forest Park
Attn: Vanessa Moritz, Village Clerk
517 Desplaines Ave
Forest Park, IL 60130

Dear Ms. Moritz:

Contained in this letter is the additional information requested in the last section of the Non-Commercial Solicitor application.

No wages, fees, commissions, expenses, or emoluments will be paid to any individual associated with Animal Care League's #GivingTuesday solicitation. All participants will be doing so on a purely volunteer basis.

Animal Care League is a 501(c)(3) organization that exists to provide shelter, medical care, and comfort to animals in need, reduce animal overpopulation, and act as a community resource, thus promoting the human/animal bond. ACL is a no-kill animal shelter and operates as the stray holding facility for 7 area villages, runs an animal adoption program, and operates a low-cost spay/neuter clinic.

ACL is contracted with the Village of Forest Park to act as its stray animal holding facility, offering a safe haven to lost and stray pets that would otherwise be abandoned or euthanized. Animals found by private citizens or the police department within the limits of Forest Park come to ACL and are either reunited with their families or given the chance to find a new home through our adoption program.

We truly appreciate your consideration of our proposal to solicit donations on Tuesday, November 30, 2021 for #GivingTuesday as the gifts received will allow us to continue to do our life-saving work in Forest Park and surrounding communities.

Thank you,

Quinn Lentz
Events & Development Manager
development@animalcareleague.org
(708) 848-8155 ext 124



OFFICE USE ONLY

APPROVED/DENIED _____

FEE

\$

CATEGORY _____

PAID _____

VILLAGE OF FOREST PARK
APPLICATION

NON-COMMERCIAL SOLICITOR
(Section 3-5A-7 Municipal Code)

Name of Organization Animal Care League

Address of Organization 1011 Garfield St, Oak Park, IL 60304

Headquarters Address 1011 Garfield St, Oak Park, IL 60304

Principal Officers: Name Kira Robson

Address 1011 Garfield St, Oak Park, IL 60304

Name _____

Address _____

Name _____

Address _____

Manager: Name Quinn Lentz

Address 1011 Garfield St, Oak Park, IL 60304

Name of Person by whom Receipts shall be disbursed: _____

Person in Direct Charge of Conducting Solicitation: Name Quinn Lentz

Address 1011 Garfield St, Oak Park, IL 60304

Explain in detail the purpose for which the solicitation is made:

Cash donations will be collected to be counted towards Animal Care League's #GivingTuesday campaign.
#Giving Tuesday takes place on Tuesday, November 30, 2021.

Please complete both sides of this application

Explain in detail the methods to be used in conducting the solicitation:

Volunteers and staff will be stationed at main intersections and high traffic areas collecting donations from cars and passersby. Groups of 2- 5 people will be stationed at the intersections at Harlem & 290 as well as
outside the Forest Park Blue Line CTA stop.

Period of time for solicitation: From 9am To 6pm

In addition, please submit the following information with application:

1. The amount of wages, fees, commissions, expenses or emoluments to be paid to anyone in connection with the solicitation
2. To names to whom the above wages, fees, commissions, expenses or emoluments are paid and the amount thereof.
3. A financial statement for the last fiscal year including the amount raised and the cost of raising it and its final disposition
4. A statement of the character of work done by the organization within the village
5. Such other information as may be required by the Village Council in order for it to fully determine the kind and character of the proposed solicitation, and whether such a solicitation is in the interest of and not inimical to the public welfare, and the statement that the permit will not be used or represented as an endorsement by the village council.

3-5A-7: PEDDLERS, SOLICITORS AND ITINERANT VENDORS:

A. Definitions:

COMMERCIAL SOLICITOR: A person engaged in the business of obtaining orders or subscriptions for merchandise while going from place to place, in the village, on the public ways, in commercial establishments, or on residential property, in order to contact persons where such persons have made no previous request, invitation or appointment.

ITINERANT VENDOR: A person who conducts a temporary or transient business selling goods, wares or merchandise, with the intention of not continuing such business for more than one hundred twenty (120) days, and who, for the purpose of carrying on such business, uses, leases, or occupies a room, building, or other structure, for the exhibition of such wares or merchandise.

NONCOMMERCIAL SOLICITOR: A person engaged in an appeal for funds, support or aid for nonprofit organizations promoting charitable, educational, religious or legitimate public action causes.

PEDDLER: A person who sells or offers for sale any commodity or article while traveling from place to place, and who carries such commodity or article on his person or in a vehicle for delivery at the time of sale.

SOLICITOR: A person engaged in a business for profit, who seeks to obtain subscriptions for books, magazines, newspapers or other publications, not delivered at the time of sale, or offering to furnish services or inviting orders for services.

B. License Required:

1. Application: Every person seeking to be a "peddler", "solicitor", "itinerant vendor", or "commercial solicitor", as those terms are defined in subsection A of this section, must first obtain a license from the village clerk by completing an application on a form to be furnished by the village clerk, and such applicant shall furnish the following information:

- a. Name and address of present place of residence and length of residence at such address, and residence address for three (3) years next preceding the date of application;
- b. Business address if other than residence address;
- c. The applicant's social security number and date of birth;
- d. A physical description of the applicant;
- e. Name and address of the person by whom the applicant is employed or represents, and the length of time of such employment or representation;
- f. Name and address of employer during the past three (3) years, if other than the present employer;
- g. A brief description of the nature and purpose of the business, promotion, solicitation, organization, cause, and/or the goods or services offered;
- h. Period of time for which license is sought;
- i. The date, or approximate date, of the latest previous application for license under this section, if any;

- j. Whether any similar license issued to the applicant has ever been revoked by any municipality;
 - k. Whether the applicant has ever been convicted of a violation of any of the provisions of this section or an ordinance of any other municipality regulating such similar activity;
 - l. Evidence that the applicant is authorized to solicit for the organization represented;
 - m. Whether the applicant has been convicted of a felony within the preceding ten (10) years, or convicted of a misdemeanor or ordinance violation within the preceding ten (10) years, and the nature of the offense.
 - n. The applicant shall also furnish a form of photo identification, either a valid driver's license or a state issued photo ID, at the time the application is submitted to the village clerk.
2. Investigation: The application shall be investigated by the police department, which shall conduct a criminal background check to determine whether the applicant has been convicted of a felony, misdemeanor or ordinance violation within the last ten (10) years. The applicant shall pay the cost of such criminal background investigation, which shall be included within the license fee set forth in subsection B4 of this section.
3. Issuance Prohibited: No license shall be issued to a person who:
- a. Submits an application containing any false information;
 - b. Has been convicted of a felony within the last ten (10) years;
 - c. Has been convicted of a misdemeanor or ordinance violation within the last ten (10) years, if the basis for the conviction is reasonably related to the activity for which such license is sought.
4. License Fee: The annual license fee for activities described in this section shall be as set out in section 3-5-1 of this chapter, which license fee shall include the cost of conducting a criminal background investigation and of furnishing a photo identification card to the licensee.

C.Regulations For Peddlers, Commercial Solicitors, Solicitors And Itinerant Vendors:

- 1. It shall be unlawful for any person to engage in the activities regulated by subsection B of this section without first securing a license therefor.
- 2. Each person shall at all times, while exercising the privilege in the village incident to such license, carry and display upon his person a photo identification card which shall be issued by the village at the time that the license is issued. Such identification card shall be required to be returned to the village upon the expiration of the license. A fee for the cost of furnishing such identification card shall be included in the license fee identified in subsection B4 of this section.
- 3. It shall be unlawful for any such person to remain upon any private property after having been asked by the owner or occupant thereof to leave such property.
- 4. It shall be unlawful for any such person who is uninvited by the owner or occupant to engage in such licensed activity upon any private premises or residence or business located thereon, if such premises or residence has posted thereon a sign which reads "No Solicitation" in a location which is reasonably visible to persons who intend to enter upon such property.

5. It shall be unlawful for any person who engages in such licensed activity to use any plan, scheme or ruse or make any statement which indicates or implies that the purpose of such person's solicitation is other than to obtain orders for or to make sales of goods or services.

6. No such person shall interfere with either vehicular or pedestrian traffic on the public right of way.

7. It shall be unlawful for any such person to perform the licensed activity by shouting or by using any sound device in connection with such licensed activity, including bells or amplifying systems.

D.Revocation Of License: The village council may revoke licenses required by this section upon receipt of information or upon its own investigation, after hearing and upon notice to the holder of the license, by reason of the violation of any provisions of this section or the misrepresentation of any statement set forth in the application for such license.

E.Noncommercial Solicitors:

1. **Permit Required:** It shall be unlawful for any person to solicit funds for charitable, religious, patriotic or philanthropic purposes within the village without first securing a permit therefor. This provision shall not apply to any organization operated without profit where the solicitation is among its members or in the form of contributions or donations at the regular services of any church, society, lodge, benevolent order or fraternity or similar organizations and such organizations are exempt from the following subsections regulating solicitations. All noncommercial solicitors, as the term is defined in subsection A of this section, shall submit to the village clerk evidence of compliance with all federal and state requirements for the organization for which the applicant seeks to solicit. Solicitors for national or local organizations who have obtained a permit and have engaged in noncommercial solicitation in the village for over five (5) years shall not be required to submit an application for permit required in this subsection, provided such organization may be required to register the names and addresses of its solicitors with the chief of police. No fee shall be charged for a noncommercial solicitor.

2. **Application:** Any person not exempt by the preceding subsection desiring to engage in the solicitation of funds for charitable, religious, patriotic or philanthropic purposes, shall file with the village clerk an application for a permit, which permit shall state the name of the organization applying for the permit, its address and headquarters, the names and address of its principal officers and manager, the purpose for which the solicitation is made, the name of the person by whom the receipts shall be disbursed, the name and address of the person in direct charge of conducting the solicitation, an outline of the methods to be used in conducting the solicitation, the beginning and ending of the period of such solicitation, the amount of wages, fees, commissions, expenses or emoluments to be paid to anyone in connection with the solicitation, to whom paid and the amount thereof, a financial statement for the last fiscal year including the amount raised and the cost of raising it and its final disposition, a statement of the character of work done by the organization within the village, such other information as may be required by the village council in order for it to fully determine the kind and character of the proposed solicitation, and whether such a solicitation is in the interest of and not inimical to the public welfare, and the statement that the permit will not be used or represented as an endorsement by the village council.

3. **Investigation:** Upon receipt of the application provided for in the preceding subsection, the council shall make, or cause to be made, such investigation as it shall deem necessary, and if satisfied that the solicitation is for a bona fide charitable, religious, patriotic or philanthropic purpose, and is prompted solely by a desire to finance the cause in question, that the persons in charge of the solicitation are responsible and reliable persons, the village council shall then direct the village clerk to issue a permit to such organization for a period not to exceed one month.

4. Revocation: The village council may revoke permits required by this section upon receipt of information or upon its own investigation, after hearing and upon notice to the holder of a permit, by reason of the violation of any provision of this section or the misrepresentation of any statement set forth in the application for such permit.

5. Exemption: The following organizations or individuals shall be exempt from the provisions of this subsection E:

- a. Scouting organizations;
- b. Campfire Girls;
- c. Children's sports organizations;
- d. Children soliciting for school supported activities.

F. Hours Of Operation:

- 1. Noncommercial solicitors shall be permitted to solicit from ten thirty o'clock (10:30) A.M. to nine o'clock (9:00) P.M. local time, Monday through Saturday. Soliciting shall not be conducted at any other times.
- 2. Peddlers, solicitors (other than noncommercial), itinerant vendors and commercial solicitors shall not engage in such activity except between nine o'clock (9:00) A.M. to five o'clock (5:00) P.M. local time on Monday through Friday. (Ord. O-17-05, 5-9-2005)

VILLAGE OF



BIG CITY ACCESS
SMALL TOWN CHARM

To: Mayor Hoskins and Commissioners

From: Vanessa Moritz, Village Clerk

Re: 2022 Council Meeting Schedule

Date: October 21, 2021 for the November 8, 2021, meeting

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
FAX: 708-488-0361
www.forestpark.net

Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Maria Maxham
COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

We are in the process of compiling the information to be printed in the Village Calendar for 2022.

Additionally, 5 ILCS 120/2.02 of The Open Meetings Act provides that "public notice of all meetings, whether open or closed to the public, shall be given as follows:

(a) Every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times and places of such meetings."

To comply with the above, the Council Meetings are included in the printed Village Calendar. There is one holiday in the year 2022 that will fall on the second or fourth Monday of the month. It is Columbus Day (October 10). I have taken the liberty of re-scheduling the October 10 meeting to Tuesday, October 11. As in the past, I am also scheduling the Village Council to meet only once in December on the 19th.

I recommend that the council approve the attached 2022 Village Council Meeting Schedule as-is or as amended at your pleasure.

THE VILLAGE OF FOREST PARK
2022 VILLAGE COUNCIL MEETING SCHEDULE

Monday, January 10

Monday, January 24

Monday, February 14

Monday, February 28

Monday, March 14

Monday, March 28

Monday, April 11

Monday, April 25

Monday, May 9

Monday, May 23

Monday, June 13

Monday, June 27

Monday, July 11

Monday, July 25

Monday, August 8

Monday, August 22

Monday, September 12

Monday, September 26

TUESDAY, October 11

Monday, October 24

Monday, November 14

Monday, November 28

Monday, December 19 – **ONE DECEMBER MEETING**

Broadway In Chicago Group Sales Contract/Invoice

17 North State Street, Suite 810

Chicago, IL 60602

Phone: 312-977-1710 Fax: 312-977-0519

Account 36895888
Group Name Forest Park Seniors
Customer Info Brenda Powers
Howard Mohr Community Center
7640 Jackson Boulevard
Forest Park, IL 60130

Contract Number 257209

Date Ordered 10.21.21

Processed By Rebecca

Phone (708) 771-7737

Email bpowers@forestpark.net

Fax (708) 771-7736

Group Order

Show	Performance Date	Time	Venue	# of Seats	Price Per Seat	Total
Moulin Rouge	Wed, Mar 30, 2022	2:00 PM	Nederland Theatre	30	\$52.50	\$1,575.00

Total Seats	30
Handling Fee	\$90.00
Grand Total	\$1,665.00

Payments may be made online by going to: <https://am.ticketmaster.com/bic/#/> Amount Due 11/11/2021 \$1,665.00

** IMPORTANT: PLEASE READ CAREFULLY **

- * Reservations are not guaranteed until receipt of non-refundable deposit. Ticket price is based on number of tickets ordered. A reduction in number of tickets may result in a higher price.
- * Any advertising by the Group related to the purchase of tickets under this Group Sales Contract/Invoice is subject to the express written approval by Broadway In Chicago. In the event of any unauthorized advertising, the group order may be canceled without notice at the sole discretion of Broadway In Chicago.
- * This constitutes approval for use of all contact information including: address, phone, fax and e-mail in connection with this contract regarding this book, future Broadway In Chicago or sponsor/partner advertising.
- * All orders are subject to the terms and conditions listed at https://am.ticketmaster.com/bic/terms#. If you are unable to meet the terms of this agreement, please contact us immediately.
- * Payment is due on or before invoice due date indicated above. Reservations cannot be guaranteed if payment is late. Payments are final, no exchanges or refunds.

If paying by check please sign and date below accepting Broadway In Chicago's Terms and Conditions. Send this signed Contract/Invoice with your Check Payment made out to Broadway In Chicago. Please enclose separate check for each individually signed contract/invoice.

X _____ Date ____/____/____

FOR TICKET OFFICE USE ONLY

Deposit Received _____

Amt Inclosed _____

Date Processed _____

Date Balanced Received _____

Date Tickets Mailed _____

Forest Park Chamber of Commerce & Development
7331 W. Roosevelt Road
Forest Park, IL 60130
Phone (708) 366-2543 • Cell (708) 828-2158

October 29, 2021

Mayor Rory Hoskins
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

Commissioners
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

Dear Mayor Hoskins & Commissioners:

On behalf of the Board of Directors of the Forest Park Chamber of Commerce, I am requesting permission have promotional banners hung for the annual Holiday Walk.

The Holiday Walk & Festival of Windows will be held Friday, December 3 from 6 to 9 p.m. The event will feature live window displays, horse-drawn carriage rides, Santa & Mrs. Claus arriving by fire engine and available for photo ops in their sleigh by the bank, tree lighting and more.

As always, the Chamber will set up a meeting with police, fire, public works and Village administration to review details.

Please let me know if have any questions or concerns. Thanks for your continued support.

Cc/Moses Amidei, Village Administrator

Sincerely,

A handwritten signature in cursive script, reading "Laurie Kokenes", followed by a horizontal flourish.

Laurie Kokenes
Executive Director – Forest Park Chamber of Commerce