

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](http://www.forestpark.net)

Regular Village Council Meeting Agenda  
MONDAY, MAY 9, 2022 – 7:00 P.M.

Meeting will be conducted In-Person and Via Zoom

You may listen to the meeting by participating in a Zoom conference call as follows:

Dial-In Number: 312-626-6799; Meeting ID 89766588161; Passcode 535311 or by clicking here:

<https://us02web.zoom.us/j/89766588161?pwd=bDNHRlc4WldKbzNOVnFueUpsd0pEQT09>

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](mailto:vmoritz@forestpark.net)) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
  - a. April 25, 2022 Village Council Meeting
  - b. April 25, 2022 Closed Session Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
  - a. Resolution Approving Payment of Bills Dated May 9, 2022
8. UNFINISHED BUSINESS
9. NEW BUSINESS
  - a. Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park (Jeep, Mowers, Trailer)
  - b. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal from PowerDMS, a NEOGOV Company, for the Purchase and Implementation of the Village's Police Department Policy Management and Training Practices
  - c. Ordinance Authorizing the Purchase of One Fully Equipped 2023 Ford F450 WC3170 Gas Ambulance
  - d. Ordinance Amending Various Sections of the Village of Forest Park Code to Eliminate the Plan Commission and the Zoning Board of Appeals and Create a Planning and Zoning Commission in the Village of Forest Park, Cook County, Illinois (ZBA 2022-01)
  - e. Resolution Appointing the Initial Members of the Planning and Zoning Commission
  - f. 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 2022 Alley Improvement Project
  - g. Resolution Authorizing the Award for the 15<sup>th</sup> Street Sewer Separation Project Contract to Uno Construction Co., Inc.

- h. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Village of Forest Park Jackson Boulevard Lead Water Service Replacement Project (Madison Street to Des Plaines Avenue)
  - i. Resolution Approving the Execution of a Professional Services Agreement for Music Entertainment Management and Logistical Supervision for Live Entertainment for Ribfest Between Entertainment Management Group and the Village of Forest Park
  - j. Motion to direct the Fire and Police Commission to promote the next eligible probationary police officer in light of officer's retirement on May 17, 2022
  - k. Presentation of Outstanding Service Award to Isaac Samuel Beal – Neighborhood Watch Ambassador
  - l. Approval of July 27, August 17 and September 29, 2022 Community Center Senior Trip Contracts
  - m. Approval of Entertainment License Application submitted by Lathrop House Café (26 Lathrop)
  - n. Approval of Entertainment License Application submitted by Blueberry Hill (427 Des Plaines)
  - o. Approval of Entertainment License Application submitted by Carole's Next Best Thing (7307 Roosevelt)
  - p. Approval of Entertainment License Application submitted by Pioneer Tap (7445 Randolph)
  - q. Approval of Entertainment License Application submitted by Shortstop Lounge (7425 Madison)
  - r. Approval of Entertainment License Application submitted by Doc Ryan's (7432 Madison)
10. ADMINISTRATOR'S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT
- a. Adjourn to Closed Session pursuant to 5 ILCS 120/2(c) (1) Compensation of Specific Employees; and, (2) Collective Bargaining Matters

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, APRIL 25, 2022**

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. Commissioners Maxham and Voogd were attending remotely.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the minutes from the April 11, 2022, 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. Juliet Harrington, a Forest Park 5<sup>th</sup> grader, expressed her love for dogs and her interest in improving the Dog Park facilities. Ms. Harrington has been working with the Recreation Board researching equipment to add to the dog park and is holding a fundraiser to raise money to pay for these improvements. Information on how to donate can be found on Instagram at dogsofforestpark.

Ms. Sheila Henderson expressed her concerns about the status of the building at 1137-39 Hannah Avenue, street cleaning on the 1100 block of Hannah and the process for replacing trash cans.

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

The Fire Department submitted its March, 2022 report.

## **APPROVAL OF BILLS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$784,646.55.

**R-42-22  
RESOLUTION APPROVING  
BILLS IN THE AMOUNT OF  
\$784,646.55  
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 Nero and seconded by Commissioner Voogd that the Ordinance waiving bidding and authorizing the acceptance of a proposal from Liquid Engineering Corporation for the specialized services required to inspect and remove sediment from two (2) village underground water reservoirs within the Village of Forest Park be adopted.

**O-15-22  
ORDINANCE APPROVING  
UNDERGROUND WATER  
STORAGE RESERVOIR  
SERVICES  
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 Ordinance authorizing a loan from Forest Park National Bank be adopted.

**O-16-22  
ORDINANCE AUTHORIZING  
LOAN FROM FOREST  
PARK NATIONAL BANK  
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 approving specifications, waiving bidding and authorizing award of the contract for abandonment of an emergency water main interconnection at Harlem and Harrison be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-43-22  
RESOLUTION AWARDING  
CONTRACT FOR  
ABANDONMENT OF  
EMERGENCY WATER MAIN  
CONNECTION  
APPROVED**

It was moved by Commissioner Byrnes and seconded by Commissioner Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Police Lieutenant Eligibility list, one candidate from its Police Sergeant Eligibility list, and one candidate from its Probationary Police Officer Eligibility list to fill vacancies.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**BOARD OF FIRE AND  
POLICE COMMISSIONERS  
DIRECTED TO FILL ONE  
POLICE LIEUTENANT, ONE  
POLICE SERGEANT AND  
ONE PROBATIONARY  
POLICE OFFICER  
POSITION**

It was moved by Commissioner Voogd and seconded by Commissioner Nero to approve the request from Forest Park Public Library to display banners publicizing their summer reading program.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**LIBRARY BANNER  
REQUEST  
APPROVED BY MOTION**

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the entertainment license application submitted by Shortstop Lounge, 7425 Madison Street.

**SHORTSTOP LOUNGE  
ENTERTAINMENT LICENSE  
APPLICATION  
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 Nero to approve the entertainment license  
application submitted by Pioneer Tap, 7445 Randolph.

**PIONEER TAP  
ENTERTAINMENT LICENSE  
APPLICATION  
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 reported that the 15th Street Sewer Separation Project bid opening is this Wednesday morning and IDOT is in the process of bidding the Jackson Street resurfacing project. There are 9 or 10 properties along the Jackson project that have lead water service lines that need to be replaced as well. The Ferdinand watermain work is on hold due to the availability of grant funds. Other infrastructure projects planned for this year are two alley replacements, repainting the North Water Tower and the Van Buren multi-use path.

**COMMISSIONER'S REPORTS:**

Commissioner Byrnes commented on the successful Wine Walk, congratulating the Chamber for their efforts.

Commissioner Maxham reminded residents who are starting to do garden work to check out our Tips and Steps they can take to eliminate sources of food, water and shelter for rodents. For those who still need help after completing the steps, the village has arrangements with Smithereen, to provide 3 visits to the residence at a cost to the homeowner of only \$150.00.

Commissioner Voogd expressed her appreciation to Juliet Harrington for her efforts to improve the village's dog park. In addition, the commissioner noted that the Community Clean Up Day was moved to Saturday April 30<sup>th</sup> at 9:00 due to rain. Last, the village will be planting its Arbor Day Tree on Friday, April 29<sup>th</sup> at 9:00 at Garfield School and invited the public to attend and participate.

Mayor Hoskins recognized the efforts of Administrator Amidei, in connection with the village's clean up day, the administrator contacted the CTA and asked them to participate. The CTA responded and had crews at the Blue Line Station cleaning, and power washing to spruce up the area. The Chamber's wine walk was a huge success. Crowds were packed on Madison Street last Saturday.

The mayor thanked Ms. Dale from Field Stevenson for inviting him to speak to the class about being the mayor. The class will be visiting the mayor's office soon. The village is in the process of notifying businesses about their responsibility to clean up in front of their business. The mayor and staff met last week with a new law firm who will be responsible for village's defense.

Last, the clerk read a Mayor's Proclamation for Older American's Month and another for National Public Works Week.

### **ADJOURNMENT**

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn into closed session pursuant to 5 ILCS 120/2© to consider collective bargaining matters and the compensation of specific employees. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:40 P.M.

Respectfully submitted,

Vanessa Moritz  
Village Clerk

**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	\$ 370.20
Public Affairs	\$ 61,998.76
Police Department	\$ 50.00
Community Center	\$ 2,024.50
Accounts & Finance (Clerks Office)	\$ 154,019.40
Accounts & Finance (Fire Department)	\$ 10,773.96
Department of Health & Safety	\$ 3,404.69
Street Department	\$ 19,268.13
Public Property	\$ 25,548.24
Seizure	\$ 303.94
Federal Custom	\$ 21,090.94
TIF	\$ 10,612.68
VIP	\$ 183.01
Water Department	\$ 48,661.34

<b>TOTAL</b>	<b>\$ 358,309.79</b>
--------------	----------------------

**ADOPTED BY THE Council of the Village of Forest Park this 9th Day of May, 2022.**

Ayes:

Nays:

Absent:

\_\_\_\_\_  
Rory Hoskins, Mayor

ATTEST:

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



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-00-000-4220-300	Linda Janota	04/19/2022	65.00
100-00-000-4230-135	Bomo Inc	04/26/2022	300.00
100-00-000-4450-121	Marcia McCloud	04/22/2022	5.20
Refunds and Allocations			370.20



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-10-101-6100-135	GPG Strategies LLC	04/28/2022	2,000.00
100-10-101-6120-160	Artistic Engraving	02/07/2022	91.75
100-10-101-6120-160	Verizon Wireless	04/22/2022	55.34
100-10-101-6120-305	Moses Amidei	04/22/2022	32.04
100-10-101-6120-305	City Club of Chicago	04/18/2022	120.00
100-10-101-6120-305	Illinois State Police	03/01/2022	15.00
100-10-101-6120-305	Illinois State Police	03/01/2022	15.00
100-10-101-6120-305	Illinois State Police	03/04/2022	28.25
100-10-101-6150-152	Verizon Wireless	04/22/2022	301.24
100-10-101-6150-152	Verizon Wireless	04/22/2022	84.64
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	04/04/2022	800.00
100-10-101-6150-220	Shavon Wesley	04/27/2022	412.50
100-10-101-6150-300	West Suburban Cons Dispatch Center	03/31/2022	58,043.00
	Public Affairs		61,998.76



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-306	Animal Care League	03/31/2022	50.00
	Police Department		50.00



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-110	Aries Charter Transportation Inc	02/23/2022	724.50
100-15-154-6170-110	Great Life Tours LLC	09/21/2021	1,300.00
	Community Center		2,024.50





<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-21-211-5005-002	Fidelity Security Life Ins Co	04/22/2022	86.20
100-21-211-5005-002	Fidelity Security Life Ins Co	04/22/2022	557.28
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	04/15/2022	130,399.21
100-21-211-5005-002	Guardian - Appleton	04/26/2022	7,561.97
100-21-211-6110-110	Xerox Financial Services	04/10/2022	121.43
100-21-211-6110-110	Xerox Financial Services	04/10/2022	56.48
100-21-211-6110-110	Xerox Financial Services	04/10/2022	20.08
100-21-211-6110-110	Xerox Financial Services	04/10/2022	106.96
100-21-211-6130-250	Jane Drake	05/02/2022	102.84
100-21-211-6130-250	Francisco Gomez	05/02/2022	68.56
100-21-211-6130-250	Judith Green	05/02/2022	77.29
100-21-211-6130-250	Kim Tanksley	05/02/2022	104.32
100-21-211-6130-250	Dorothy Virgilio	05/02/2022	86.84
100-21-211-6140-104	Office 8	03/10/2022	239.94
100-21-211-6140-104	Office 8	04/28/2022	314.93
100-21-211-6140-104	Quill	04/21/2022	110.97
100-21-211-6150-112	International Inst of Municipal Clks	04/12/2022	175.00
100-21-211-6150-112	International Inst of Municipal Clks	04/12/2022	115.00
100-21-211-6150-112	International Inst of Municipal Clks	04/12/2022	115.00
100-21-211-6150-116	Growing Community Media NFP	04/20/2022	50.00
100-21-211-6150-150	AT&T	04/25/2022	106.82
100-21-211-6150-150	AT&T	04/25/2022	53.43
100-21-211-6150-150	AT&T	04/25/2022	55.17
100-21-211-6160-001	Mesirow Insurance Services	04/29/2022	100.00
100-21-211-6190-003	POLICE PENSION FUND	04/22/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	04/22/2022	5,714.29
100-21-211-7000-080	Xerox Financial Services	04/10/2022	120.89
100-21-211-7000-080	Xerox Financial Services	04/10/2022	1,684.21
Accounts & Finance (Clerks Office)			154,019.40



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-301-6150-114	MABAS DIVISION XI	03/01/2022	10,000.00
100-30-301-7000-040	Aaron Hannan	04/27/2022	70.35
100-30-302-6110-150	Verizon Wireless	04/22/2022	154.76
100-30-302-6110-200	Municipal Emergency Services Inc	04/25/2022	243.85
100-30-302-6145-100	Air One Equipment Inc	04/28/2022	305.00
	Accounts & Finance (Fire Department)		10,773.96



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-40-401-5000-017	Lakeside Consultants LLC	04/30/2022	880.00
100-40-401-5000-017	Raymond Traynor	04/25/2022	1,665.00
100-40-402-6150-232	B&F Construction Code Service	04/15/2022	434.69
100-40-402-6150-232	B&F Construction Code Service	04/25/2022	425.00
	Department of Health & Safety		3,404.69



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-50-502-6185-110	Traffic Control & Protection	04/19/2022	512.30
100-50-502-6185-110	Traffic Control & Protection	04/19/2022	540.30
100-50-502-6185-110	Traffic Control & Protection	04/19/2022	703.15
100-50-502-6185-505	West Cook County Solid Waste	03/31/2022	17,512.38
Street Department			19,268.13



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-552-6145-100	Paul Richards	05/02/2022	88.58
100-55-552-6180-101	HOME DEPOT CREDIT	03/31/2022	13.40
100-55-552-6180-101	HOME DEPOT CREDIT	04/12/2022	356.94
100-55-553-6180-152	Lyons Pinner Electric Co	04/19/2022	424.15
100-55-553-6180-160	Com Ed	04/14/2022	46.88
100-55-553-6180-160	Com Ed	04/28/2022	24.52
100-55-553-6180-160	Com Ed	04/28/2022	24.10
100-55-553-6180-160	Com Ed	04/28/2022	24.10
100-55-553-6180-160	Com Ed	04/28/2022	33.19
100-55-553-6180-160	Com Ed	04/28/2022	192.49
100-55-555-6180-100	Comcast	04/08/2022	195.00
100-55-555-6180-100	West Town Mechanical	04/25/2002	484.00
100-55-555-6180-110	Comcast	04/12/2022	2.10
100-55-555-6180-110	Comcast	04/13/2022	128.95
100-55-555-6180-120	Tim Stefl Inc	04/20/2022	174.38
100-55-555-6180-130	Case Lots Inc	03/07/2022	58.99
100-55-555-6180-140	Comcast	04/07/2022	2.10
100-55-570-6155-102	Leahy-Wolf Co	12/30/2021	1,067.47
100-55-570-6155-106	CCP INDUSTRIES INC	04/26/2022	112.31
100-55-570-6155-106	Factory Motor Parts Co	11/19/2021	24.60
100-55-570-6155-106	Factory Motor Parts Co	11/24/2021	134.92
100-55-570-6155-106	Factory Motor Parts Co	11/29/2021	192.48
100-55-570-6155-106	Factory Motor Parts Co	12/01/2021	203.16
100-55-570-6155-106	Factory Motor Parts Co	12/01/2021	164.70
100-55-570-6155-106	Factory Motor Parts Co	12/07/2021	39.73
100-55-570-6155-106	Factory Motor Parts Co	12/15/2021	159.42
100-55-570-6155-106	Factory Motor Parts Co	12/16/2021	16.51
100-55-570-6155-106	Factory Motor Parts Co	12/22/2021	116.71
100-55-570-6155-106	Factory Motor Parts Co	01/03/2022	151.99
100-55-570-6155-106	Factory Motor Parts Co	01/05/2022	742.92
100-55-570-6155-106	Factory Motor Parts Co	01/11/2022	267.27
100-55-570-6155-106	Factory Motor Parts Co	01/14/2022	145.44
100-55-570-6155-106	Factory Motor Parts Co	01/18/2022	319.58
100-55-570-6155-106	Factory Motor Parts Co	01/19/2022	80.46
100-55-570-6155-106	Factory Motor Parts Co	01/25/2022	38.65
100-55-570-6155-106	Factory Motor Parts Co	01/25/2022	22.69
100-55-570-6155-106	Factory Motor Parts Co	01/26/2022	312.52
100-55-570-6155-106	Factory Motor Parts Co	01/31/2022	290.88



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-570-6155-106	Factory Motor Parts Co	01/31/2022	290.88
100-55-570-6155-106	Factory Motor Parts Co	02/03/2022	126.03
100-55-570-6155-106	Factory Motor Parts Co	02/10/2022	130.90
100-55-570-6155-106	Factory Motor Parts Co	02/18/2022	62.36
100-55-570-6155-106	Factory Motor Parts Co	02/23/2022	104.40
100-55-570-6155-106	Factory Motor Parts Co	02/24/2022	247.05
100-55-570-6155-106	Factory Motor Parts Co	03/02/2022	688.01
100-55-570-6155-106	Factory Motor Parts Co	03/07/2022	158.65
100-55-570-6155-106	Factory Motor Parts Co	03/08/2022	229.36
100-55-570-6155-106	Factory Motor Parts Co	03/17/2022	256.86
100-55-570-6155-112	Action Transmission & Auto	04/19/2022	5,979.60
100-55-570-6155-112	Action Transmission & Auto	04/19/2022	2,974.61
100-55-570-6155-112	Action Transmission & Auto	04/26/2022	225.37
100-55-570-6155-112	Action Transmission & Auto	04/26/2022	78.69
100-55-570-6155-112	Action Transmission & Auto	04/26/2022	258.14
100-55-570-6155-112	Lindco Equipment Sales Inc	04/04/2022	5,727.28
100-55-570-6155-112	Village of River Forest	04/25/2022	1,069.27
100-55-585-6180-322	Westchester Lock & Key Service Inc	04/20/2022	62.50
Public Property			25,548.24



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	04/22/2022	92.58
230-00-000-6150-152	Verizon Wireless	04/22/2022	211.36
	Seizure		303.94



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
232-00-000-6900-232	Artistic Engraving	02/07/2022	2,865.09
232-00-000-6900-232	C.G.Professional Services Inc	04/18/2022	374.27
232-00-000-6900-232	C.G.Professional Services Inc	04/18/2022	374.27
232-00-000-6900-232	Ray O'Herron Co Inc	04/14/2022	22.99
232-00-000-6900-232	Lyons Pinner Electric Co	04/19/2022	15,156.32
232-00-000-6900-232	LeadsOnline.LLC	04/15/2022	2,298.00
	Federal Customs		21,090.94





<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
302-00-000-6100-115	Kane McKenna and Assoc	03/31/2022	233.34
302-00-000-6185-700	Lyons Pinner Electric Co	04/19/2022	4,356.34
304-00-000-6100-115	Kane McKenna and Assoc	03/31/2022	233.33
304-00-000-6185-700	Lyons Pinner Electric Co	04/19/2022	5,556.34
309-00-000-6100-115	Kane McKenna and Assoc	03/31/2022	233.33
		TIF	10,612.68



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
312-00-000-6150-152	Verizon Wireless	04/22/2022	38.01
312-00-000-7000-312	K-Five Hodgkins LLC	04/14/2022	145.00
		VIP	183.01



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
501-00-000-2110-002	Brian Devlin	04/30/2022	19.20
501-80-800-6110-105	Verizon Wireless	04/22/2022	36.01
501-80-800-6150-150	AT&T	04/25/2022	57.39
501-80-800-6150-154	Com Ed	04/13/2022	113.81
501-80-800-6150-154	Com Ed	04/14/2022	23.11
501-80-800-6800-150	Standard Equipment Co.	04/19/2022	4,357.17
501-80-800-6800-151	LPS Pavement	04/29/2022	8,650.00
501-80-800-6800-153	CDC ENTERPRISES INC	04/21/2022	2,875.75
501-80-800-6800-153	CDC ENTERPRISES INC	04/21/2022	32,445.00
501-80-800-6800-153	Comcast	04/06/2022	83.90
	Water Department		48,661.34

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

MAY 9, 2022

#### Issue Statement

Request for Village Council action concerning the adoption of an Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park

#### Background

The Public Works Department is proposing to dispose of two (2) 2008 riding lawn mowers, a 2007 Jeep Wrangler and a 1992 trailer. Please see the enclosed photos of same.

The lawn mowers are near the end of their useful lives and will be sold/auctioned. One (1) new mower will be purchased to replace these two (2) mowers; the Department has another mower in its stock and it does not need to be replaced at this time. As the Village no longer maintains a number of park properties, only two (2) mowers are needed for the daily tasks of the Department.

The 2007 Jeep Wrangler is at the end of its useful life and is no longer worth any type of investment to keep it operational. The Jeep is used for parking meter collections, barricade distribution and summer help. In the winter, the Jeep is used to plow our smaller municipal parking lots. The Jeep will be sold/auctioned and the monies raised from the sale will be used to put towards a new Jeep purchase (after much discussion, a new Wrangler is being targeted due to its shorter length which makes plowing our smaller parking lots much easier).

The 1992 Trailer has not been used in several years and is no longer needed by the Department. If this trailer cannot be sold/auctioned, it will be disposed of.

#### Attachments

- Ordinance authorizing disposal of Public Works property;
- Photos of items to be disposed of.

**VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

**ORDINANCE NO. O - \_\_\_\_ - 22**

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSITION OF  
SURPLUS PROPERTY OF THE VILLAGE OF FOREST PARK**

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

**Section 1:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village find that the personal property, identified and itemized in Exhibit "A" attached hereto and incorporated herein, is no longer necessary, or useful to, or for the best interests of the Village, and further find that it is in the best interest of the Village to dispose of said property.

**Section 2:** The corporate authorities hereby authorize the Village Administrator to sell or otherwise dispose of the items of surplus property enumerated in Exhibit "A." The Village Administrator is authorized to sell such items at a public or private sale, or otherwise dispose of such property, in the discretion of the Village Administrator. The Village Administrator shall, in his discretion, determine a minimum price for such items, if such items are to be sold.

**Section 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with the applicable law.

**PASSED** by the Council of the Village of Forest Park, Cook County, Illinois this 9<sup>th</sup> day of May, 2022.

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

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

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

APPROVED by me this 9<sup>th</sup> day of May, 2022.

---

Rory E. Hoskins, Mayor

ATTEST:

---

Vanessa Moritz, Village Clerk

EXHIBIT "A" – MAY 9, 2022

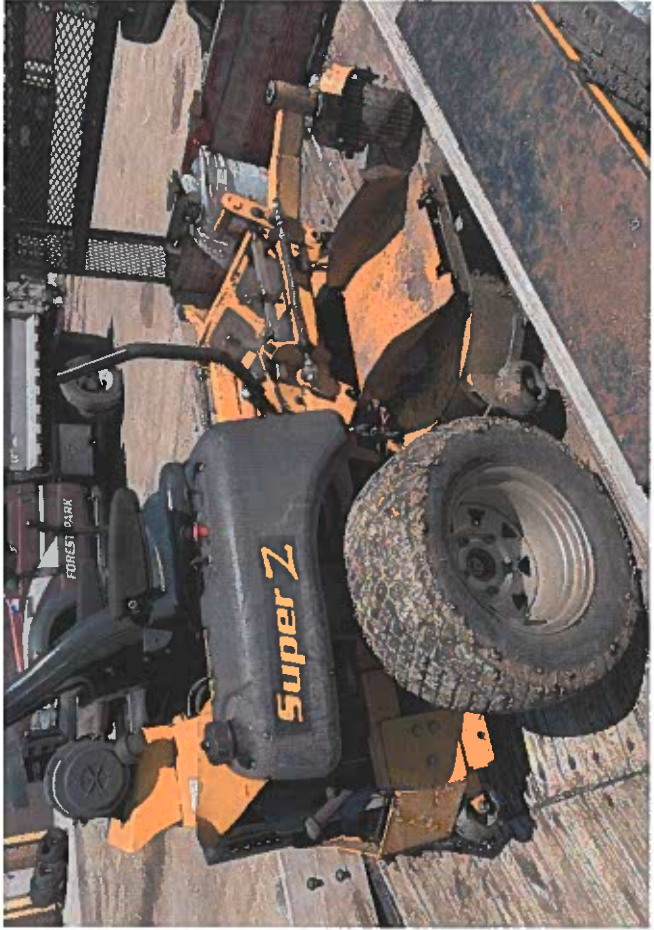
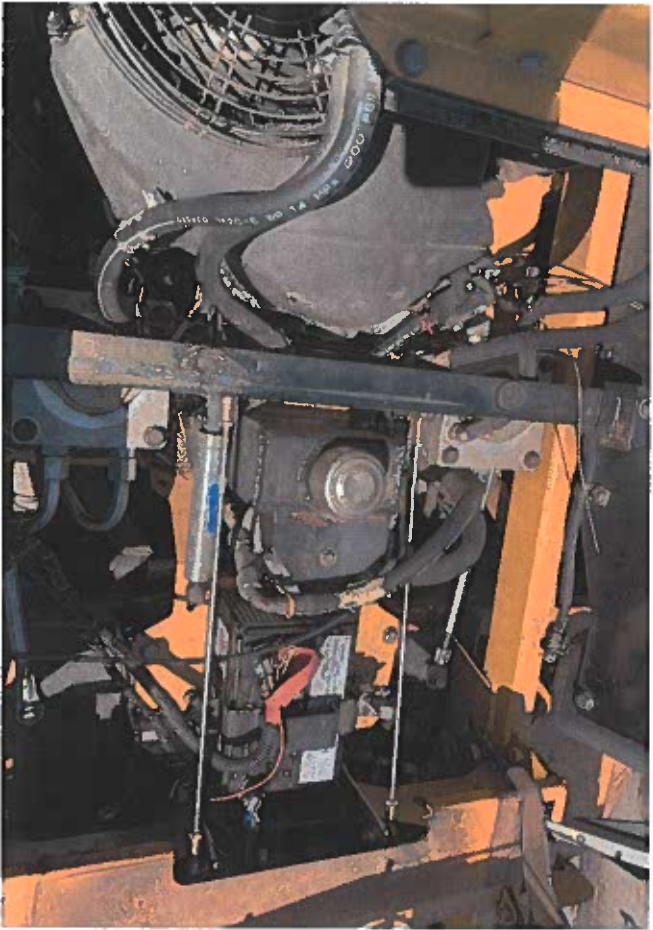
2008 Hustler Super Z 60" Deck Riding Lawn Mower; Model 926378; Serial Number 02052280

2008 Hustler Super Z 72" Deck Riding Lawn Mower; Serial Number 53-1373732

2007 Jeep Wrangler Sport; VIN 1J4FA241X7L159617

1992 Trailer; No Model Number; No Serial Number





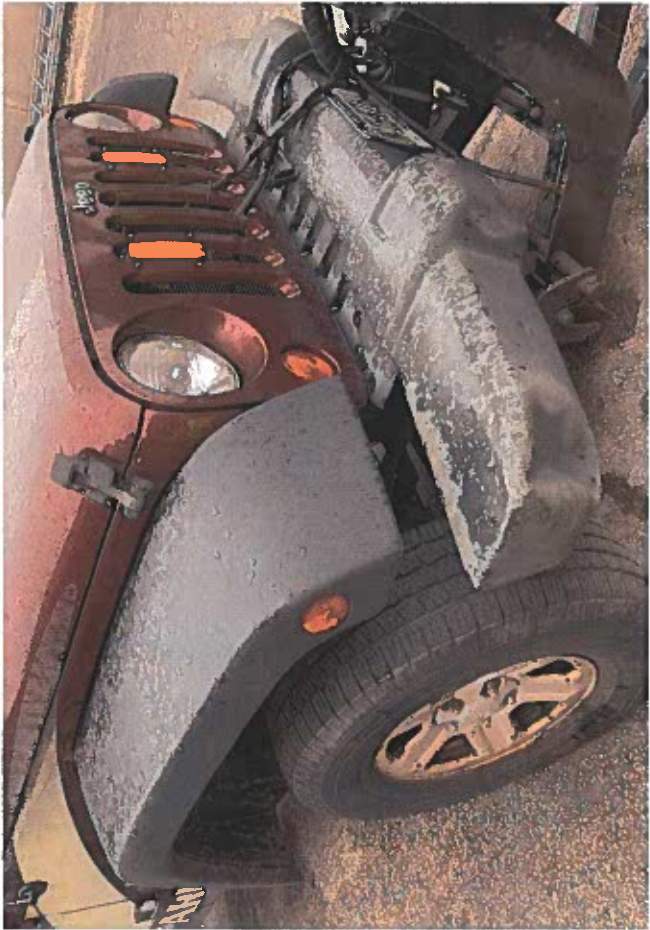




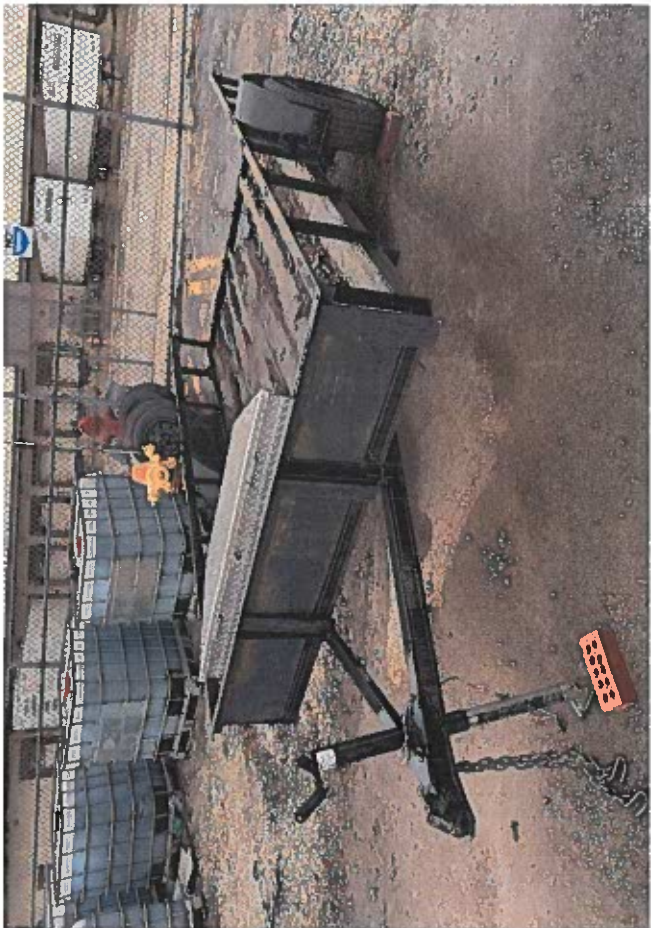
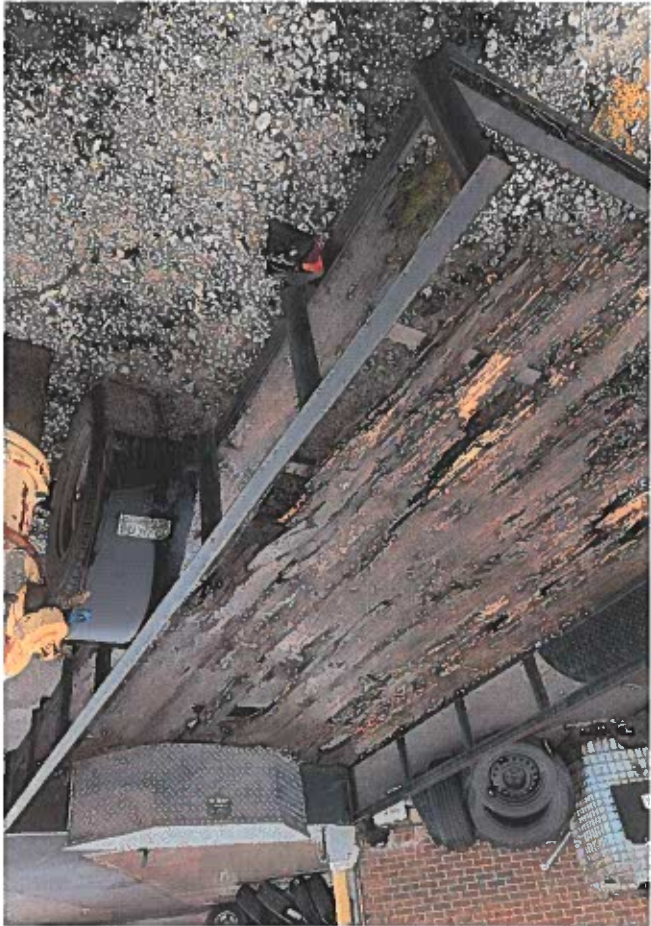
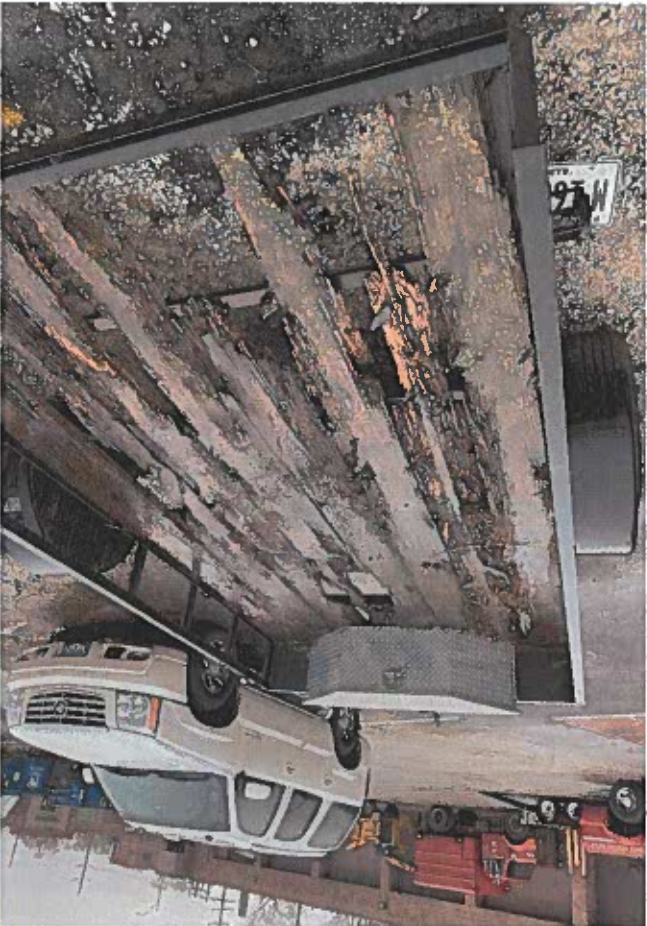




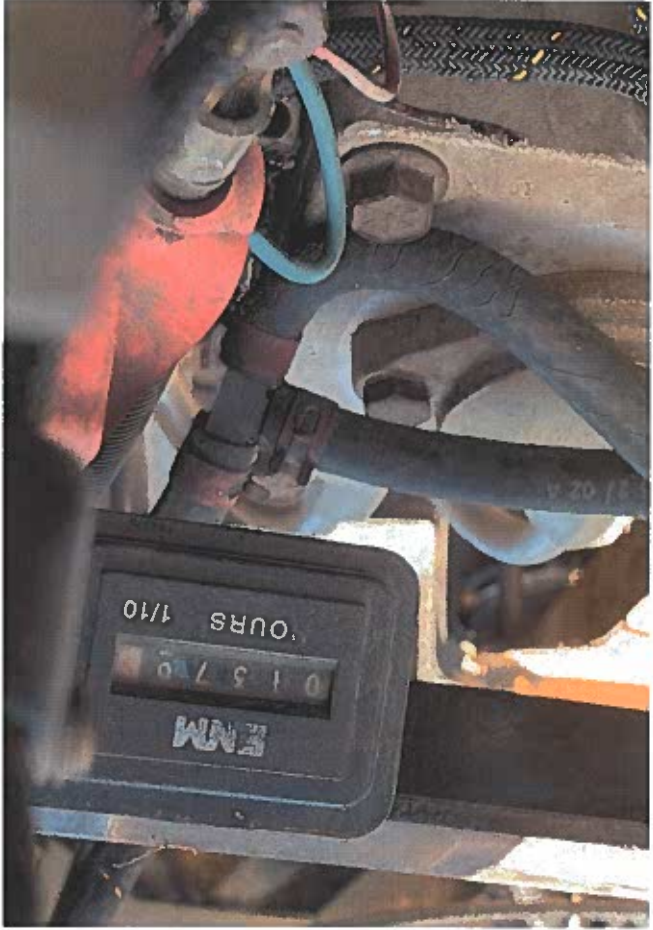










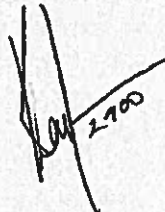


# Forest Park Police Department

Field Services

## Memorandum

**TO:** Mayor Rory Hoskins; Moses Amidel  
**FROM:** Chief Ken Gross  
**DATE:** 15Apr22  
**SUBJECT:** Power DMS



The police department currently uses Lexipol for the creation and storage of the department's policies. The Village's insurance carrier, IPMG, supports the police department using PowerDMS for its policy management. IPMG will reimburse the Village of Forest Park for the cost of PowerDMS in the first year and will likely pay up to fifty percent of the recurring cost in subsequent years per our representative. A reimbursement percentage has not been solidified.

If we convert to PowerDMS, the goal would be to begin the PowerDMS subscription on July 1, 2022. After the initial set up we would begin updating and uploading all department policies into PowerDMS and roll the system out department wide by May 1, 2023 barring any roadblocks. We would not renew our Lexipol subscription in June 2023.

The PowerDMS start-up cost in 2022 is \$7,375.95. IPMG would reimburse the Village of Forest Park \$7375.95. The cost to the village is \$0.00 in 2022.

The department's recurring, yearly payments to PowerDMS would be \$6,200.95. We currently pay Lexipol \$4,677.10 annually. If IPMG pays for fifty percent of our PowerDMS cost in 2023, the Village's cost is \$3,100.48. If they pay twenty-five percent it is \$4,650.71.

Attachments

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE  
OF A PROPOSAL FROM POWERDMS, A NEOGOV COMPANY, FOR THE  
PURCHASE AND IMPLEMENTATION OF THE VILLAGE'S POLICE  
DEPARTMENT POLICY MANAGEMENT AND TRAINING PRACTICES**

**WHEREAS**, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the "Village") may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

**WHEREAS**, at the recommendation of the Village's insurance carrier, Insurance Program Manager's Group ("IPMG"), and commitment by IPMG to underwrite the cost for the first year, the Village has solicited and received from PowerDMS, a NeoGov company ("PowerDMS") a proposal for the purchase and implementation of Police Department Policy Management and Training Practices; and

**WHEREAS**, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from PowerDMS regarding the purchase and implementation of the Police Department Policy Management and Training Practices, for the first year subscription fee of Seven Thousand Three Hundred Seventy-Five and 95/100 Dollars (\$7,375.95).

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

**Section 1.** The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

**Section 2.** The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby accept the proposal and services agreement from PowerDMS, a copy of which is attached hereto as Exhibit A (the “Proposal”), subject to IPMG’s commitment to reimburse the Village for the first year cost of the Proposal, pursuant to Exhibit B, attached hereto (“IPMG Reimbursement”), and an agreed upon percentage subsidy of any renewal years, if extended.

**Section 2.** The Village Administrator is hereby authorized and directed to execute the Proposal on behalf of the Village, in reliance of the IPMG Reimbursement.

**Section 3.** This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 9<sup>th</sup> day of May, 2022.

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**EXHIBIT A**

**PROPOSAL  
POWERDMS, A NEOGOV COMPANY**



**Contract Details**

**Account Number:** A-436111  
**Customer:** Forest Park Police Department  
**Sales Rep:** Kevin Bargar

**Order Details**

**Order #:** Q-166053  
**Order Date:** 7/1/2022  
**Valid Until:** 5/31/2022  
**Subscription Start Date:** 7/1/2022  
**Subscription Term (months):** 12

**Customer Contact**

**Billing Contact:** Forest Park Police Department  
Ken Gross  
**Address:** 517 Desplaines Ave  
IL  
Forest Park, IL 60130

**Billing Contact Email:** kgross@forestpark.net  
**Phone:** 708-615-6299  
**Fax:**

**Payment Terms**

**Payment Term:** Net 30 **Notes:**

**PO Number:**

**Subscription Service**

**YEAR-1**

Item	Type	Qty	Total
<b>PowerPolicy Professional Subscription</b>	Recurring	59	\$5,568.18
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting			
<b>PowerTraining</b>	Recurring	59	\$632.77
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control			
<b>PowerPolicy Professional Setup (Onboarding)</b>	Services	1	\$1,175.00
This package ensures a smooth implementation and successful ongoing use of PowerPolicy. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
<b>YEAR-1 TOTAL:</b>			<b>\$7,375.95</b>
<b>Subscription Term Total :</b>			<b>\$7,375.95</b>

**This price does not include any sales tax.**

**Additional Terms and Conditions**

**Payment Terms** All invoices issued hereunder are due upon the invoice due date. The fees labeled "Year 1 Total" shall be invoiced immediately, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

**THIS SERVICE ORDER HAS NOT BEEN APPROVED**

# PowerDMS

## Using PowerDMS in Law Enforcement



### Policy

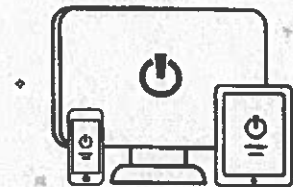
PowerDMS helps you ensure your officers see and acknowledge your most important departmental policies. The end result: improved officer performance, less time spent handling paper, and reduced liability for your organization following an incident.

### Sample uses for PowerDMS in policy processes:

- ✓ Quickly recall officer policy acknowledgement / attestation following an incident
- ✓ Access officer compliance records with an intuitive search
- ✓ Reduce paper costs by storing documents electronically
- ✓ Immediately distribute new policies to officers electronically, as they become available
- ✓ Give officers access to mission-critical policies on a laptop or smart device
- ✓ Make only the most current version of a policy accessible to staff
- ✓ Expedite policy enactment with electronic workflow / approval processes
- ✓ Allow officers to view and electronically sign new / updated policies
- ✓ Reduce liability maintaining electronic records of officers' policy attestation
- ✓ Highlight and review changes to new and revised policy documents
- ✓ Set automatic reminders for policy renewal / review deadlines
- ✓ Bookmark frequently used documents for quick reference
- ✓ Archive old versions of documents

### Benefits of PowerDMS

- ✓ **Store your most important documents:** in a single, searchable system
- ✓ **Limit agency exposure:** by ensuring officers acknowledge your critical policies and training
- ✓ **Link policies and training:** for always up-to-date compliance
- ✓ **Boost efficiency:** by expediting paperwork, leaving more time for police work
- ✓ **Save money:** by reducing the cost and complexity of paper processes



*"Of all the products that I use for my daily job, PowerDMS is hands down the most valuable tool that I use"*

Buck Buchanon

LIEUTENANT

ANDOVER POLICE DEPARTMENT

# PowerDMS

## Using PowerDMS in Law Enforcement



### Test and Training

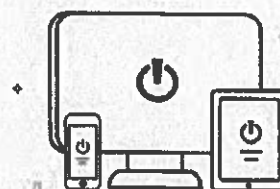
PowerDMS reduces the cost and improves the effectiveness of your required training programs. By hosting and distributing training content online. Departments ensure that officers see and acknowledge the training, while eliminating much of the overtime cost spent on in-service or training hours.

### Sample uses for PowerDMS in training processes:

- ✓ Reduce overtime training costs by replacing classroom time with online video content
- ✓ Test officers based on their training retention / performance
- ✓ Retain and make training content available for anytime viewing
- ✓ Create complete e-learning courses with video and PowerPoint content
- ✓ Track and maintain training content inventory
- ✓ Set reminders for officers or departmental training renewal
- ✓ Automatically remind employees to renew trainings before they expire
- ✓ Tie training to accreditation standards
- ✓ Generate reports on officer training and testing performance
- ✓ Set limits or minimums, open-book or closed-book, stipulations on officer testing
- ✓ Produce training reports to send to state regulators
- ✓ Monitor to ensure officers meet required number of training hours
- ✓ Electronically maintain records of officer training for quick recall following an incident
- ✓ Generate surveys to gather opinions / feedback on new initiatives, training, or other

### Benefits of PowerDMS

- ✓ **Store your most important documents:** in a single, searchable system
- ✓ **Limit agency exposure:** by ensuring officers acknowledge your critical policies and training
- ✓ **Link policies and training:** for always up-to-date compliance
- ✓ **Boost efficiency:** by expediting paperwork, leaving more time for police work
- ✓ **Save money:** by reducing the cost and complexity of paper processes



*"For one fee, you get: document storage; document review and revision; historical archives of all former policies; document acknowledgement; training course development; training records; test development and administration; assessment management; standards manual reference, upgrades and storage; survey tool; AND probably some other stuff I have yet to discover or properly utilize."*

Leon Crone

LIEUTENANT

LOWER ALLEN TOWNSHIP POLICE DEPARTMENT



# PowerDMS

## Using PowerDMS in Law Enforcement

### Accreditation



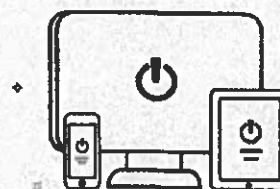
If your agency is accredited, you already know the impact it has on your agency's reputation, performance, and culture of excellence. If you have been holding off on accreditation over resource concerns, PowerDMS can help. PowerDMS helps departments gain accreditation quickly and efficiently by automating much of the document tracking, attestation, and paperwork that accompanies the process.

### Sample uses for PowerDMS in accreditation:

- ✓ Electronically attach internal policies to the accreditation standard for easy recall
- ✓ Prepare surveys electronically, without the time and cost of paper processes
- ✓ Electronically highlight pertinent areas of your written directives or proofs
- ✓ Build electronic accreditation files that can be accessed by auditors before they arrive for a site visit
- ✓ Easily delegate tasks to obtain proofs from other employees
- ✓ Quickly create visibility dashboards and reports
- ✓ Quickly recall officer acknowledgement / attestation of vital standards
- ✓ Track and ensure direct reports are signing documents and obtaining training

### Benefits of PowerDMS

- ✓ **Store your most important documents:** in a single, searchable system
- ✓ **Limit agency exposure:** by ensuring officers acknowledge your critical policies and training
- ✓ **Link policies and training:** for always up-to-date compliance
- ✓ **Boost efficiency:** by expediting paperwork, leaving more time for police work
- ✓ **Save money:** by reducing the cost and complexity of paper processes



*"Prior to PowerDMS, we had filing cabinets full of accreditation compliance files. We also had piles of sign-off sheets for employee's signatures after the release or revision to a policy. Those are now all electronically stored and easily assessable in PowerDMS"*

Tammy Halligan

CHIEF

HOWARD COUNTY POLICE DEPARTMENT

# PowerDMS

## Using PowerDMS in Law Enforcement



### Other Uses for PowerDMS

PowerDMS is much more than just policy and training. Over 1,500 agencies throughout the U.S. use PowerDMS to track and maintain content that helps their officers do their jobs better.

### Other sample uses for PowerDMS:

- ✓ Ensure officer performance by associating subpoenas with an officer, distributing electronically, and ensuring they see the document
- ✓ Store floor plans and photos of local schools for fast officer recall in the event of a suspected shooting or other incident
- ✓ Store floor plans and photos for fast recall during or after a break-in or robbery
- ✓ Improve detective-officer collaboration by distributing security camera footage to patrol staff electronically
- ✓ Distribute newsletters and departmental updates to officers
- ✓ Distribute and gain acknowledgement on Be On the Lookout (BOLO) alerts
- ✓ Store and maintain sexual predator / offender tracking information
- ✓ Distribute Amber or Silver alerts to patrol staff quickly
- ✓ Automatically schedule randomized drug testing selections for staff

*"This will be one of your best investments."*

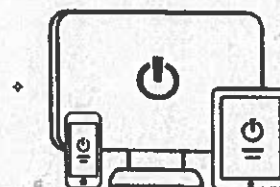
Warren Shepard

**CAPTAIN**

**KISSIMMEE POLICE DEPARTMENT**

### Benefits of PowerDMS

- ✓ **Store your most important documents:** in a single, searchable system
- ✓ **Limit agency exposure:** by ensuring officers acknowledge your critical policies and training
- ✓ **Link policies and training:** for always up-to-date compliance
- ✓ **Boost efficiency:** by expediting paperwork, leaving more time for police work
- ✓ **Save money:** by reducing the cost and complexity of paper processes



## About PowerDMS

PowerDMS is the best way for at-risk organizations to manage and share crucial content. With our secure, cloud-based solution, you will be able to reduce risk, increase efficiency, and drive accountability.

PowerDMS.com • 800.749.5104 • [sales@powerdms.com](mailto:sales@powerdms.com)

## SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "GovernmentJobs.com", "NEOGOV", "we", and "our" means GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuhit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its

Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. **Payment Terms.**
  - a) **Fees.** Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.
  - c) **Customer Purchase Orders.** Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**



- a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
  - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
  - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
  - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the



c) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, softwares (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV, NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.

- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference:

#### d) Data Responsibilities

- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

- 4

data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
  - d) **Equitable Relief.** The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. **Representations, Warranties, and Disclaimers.**
- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
  - b) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
  - c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
  - d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
14. **Indemnification**
- a) **Customer Indemnity.** To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
  - b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
  - a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those

providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited to any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

17. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. **Independent Contractor. No Third Party Beneficiary. Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. **Entire Agreement. Amendment.** This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
21. **General.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any





breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Services Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

**Exhibit B**  
**PowerEngage Platform Addendum**

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.
2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.
3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.
4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

**PowerEngage Software**

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

**NEOGOV and Customer Responsibilities**

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
  - Configure Customer administrator account - NEOGOV
  - Walk Customer through the survey builder - NEOGOV
  - Walk Customer through the rules builder - NEOGOV
  - Walk Customer through the Feedback Board- NEOGOV
  - Walk Customer through Activity /Survey tools- NEOGOV
  - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
  - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
  - Connect to Customer CAD/RMS Data – Customer
  - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
  - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) – NEOGOV and Customer
  - Configure the questions in the survey tool – NEOGOV and Customer



- Configure the acceptable responses in the survey tool = NEOGOV and Customer
  - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
  - Send sample survey to Customer on text message = NEOGOV and Customer
  - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2-4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
  - Configure the rules and texts = NEOGOV and Customer
  - Send example encounters to test rules = NEOGOV and Customer
  - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
  - Identify Personnel information needed for notifications and digest emails
  - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
  - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
  - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

## Support Services

**Telephone Assistance.** Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Software Problem Reporting.** Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

**Scheduled Maintenance.** Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

## **Exclusions from Technical Support Services:**

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

**Exhibit C**  
**HRIS Addendum**

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

**Implementation, Add-Ons, and Configuration Limitation.** Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

**CORE HR and Benefits – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
  - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
  - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
  3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
  4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
    - a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
    - b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
  5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

**Payroll Services – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by

Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms: Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy, Reliance, Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.

- c) **Processing Deadlines.** Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
  - d) **Customer Review.** Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
  - e) **Document Retention.** Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
  - f) **Special Processing.** Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
  - g) **Recovery Cooperation.** Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
  - h) **Compliance with Laws.** Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. **Effect of Failed Funds.** If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
  5. **Rejection of Entries.** NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.



6. **Resolution of Error Exceptions.** For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. **NEOGOV Errors and Omissions Warranty.** NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible, provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. **Additional Liability and Warranty Limitations.** NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. **Additional Termination Rights.**
- a) **Termination for Default.** Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
- b) **Effect of Termination.** No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

**Exhibit D**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated APT") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open APT"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "APT" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and

access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



**EXHIBIT B**

**IPMG REIMBURSEMENT LETTER**

April 25, 2022

To whom it may concern:

As part of our pilot program for Power DMS for, the Illinois Counties Risk Management Trust (ICRMT) administered by the Insurance Program Managers Group (IPMG) will provide the Village of Forest Park \$7,375.95 as reimbursement for the cost of Power DMS, which is the cost (including a one time start up fee) of the annual subscription for Power DMS for the 1<sup>st</sup> year.

Once the village has paid for Power DMS, please provide the receipt to Mark Bell, Public Entity Team Director for IPMG, who will submit this for internal processing at which point a check will be generated for the village, for the amount noted above.

Please feel free contact me with any questions.

Sincerely,

**Mark Bell**

Public Entity Team Director



Direct: 630-203-5364 | Fax: 630-203-5365 | Mobile: 630-200-8711

# Memo

**To:** Village Council  
**From:** Fire Chief Phil Chiappetta  
**Date:** 4/18/2022  
**Re:** Ambulance Purchase

---

Forest Park Village Council,

I am requesting that the Village Council approves the Fire Department placing an order for a new ambulance. Our current ambulance is due for replacement towards the end of 2023. The reason I'm requesting this order so early is due to supply chain issues. The current estimate for an ambulance to be delivered is 18-20 months. Under normal circumstances the turn-around time is around 3-4 months. If we do not get this order in soon the turn-around time will be at least 24 months. Also, if we place the order now we get locked in to 2022 pricing. The current cost of the ambulance is around \$245,000. They are estimating pricing to increase at least 10 percent each year going forward.

Payment for the ambulance is not due until it is delivered. There are a few different options to pay for the ambulance. The company we are ordering the ambulance through offers a lease program where you do not have to make a payment until one year after the ambulance is delivered. So the first payment would not be due until late 2024 or early 2025. Other options are to pay cash for it or get another loan and finance it.

This lease option could work out good for the Village since we are currently paying on the existing ambulance until August of 2025. This would prevent many double payments.

If you have any questions don't hesitate to contact me.

Thank you

**AN ORDINANCE AUTHORIZING THE PURCHASE OF  
ONE FULLY EQUIPPED 2023 FORD E450 WC3170 GAS AMBULANCE**

**WHEREAS**, the Village of Forest Park (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to acquire, whether by purchase or lease, personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase or lease one (1) fully equipped 2023 Ford E450 WC3170 Gas Ambulance (the “Ambulance”) for the Fire Department constituting personal property necessary for the Village to perform essential governmental functions; and

**WHEREAS**, the Village solicited proposals through Ford’s Government Concession Program (“Ford”) and received a proposal for the purchase of the Ambulance from Fire Service, Inc. (“Fire Service Proposal”) and a proposal for the box buildout from the Savvik Group Buying Group Joint Purchase Program (“Savvik Proposal”); and

**WHEREAS**, in the opinion of four-fifths of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive the purchasing procedure prescribed in the Village Code to acquire, whether by purchase or lease, the Ambulance through Ford, pursuant to the Fire Service Proposal and the Savvik Proposal, in the total amount not to exceed Two Hundred Forty-Six Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$246,881.00), less any applicable rebates at delivery, as attached hereto and made a part hereof as Exhibit A (the “Proposal”).

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

**Section 1:** That the facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** That it is hereby determined that it is advisable, necessary and in the public interest that the Village waive the purchasing procedures prescribed in the Village Code and to acquire through Ford, whether by purchase or lease, as may be determined by Village staff to be

the most economically advantageous at delivery, of the Ambulance, pursuant to the terms and provisions of the Proposal.

**Section 3:** That 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 closing and other documents required to be delivered in connection with the Proposal.

**Section 4:** That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 5:** That this Ordinance shall be in full force and effect after its passage by four-fifths of all the commissioners holding office, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 9<sup>th</sup> day of May, 2022.

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

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

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

**APPROVED:**

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

**ATTEST:**

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



**EXHIBIT A**

**PROPOSAL**



# Fire Service, Inc.

Emergency Vehicle Sales and Service

---

Phil Chiapetta  
Forest Park Fire Department  
517 Des Plaines Ave.  
Forest Park, IL 60130

April 19, 2022

Hey Phil,

Thank you for allowing us the opportunity to work with you on this project. I have quoted you the Wheeled Coach 3170 on a Ford E450 Gas chassis. The unit has been upgraded to include the lights according to your configuration, Stryker Power Load, and Graphics package. The chassis model year may change depending on the timeframe of your decision and the manufacturer's build schedule. Please pay special attention to the times and disclosures that are included with this proposal.

Here are the proposed estimates that you requested. Proposal expires on May 12, 2022.

**Ambulance**

2023 Ford E450 WC 3170 Gas per attached specs	\$246,481.00
GPC Ford Concession (04/12/22)*	(\$3,800.00)*
<u>Savvik Member # 30874</u>	<u>\$500.00</u>
Net Amount	\$243,181.00

\* Due to the uncertainty within Ford manufacturing, we will honor the price of this bid, although any changes to Ford GPC concessions applied to this quotation or change to model year availability by Ford cannot be the responsibility of the seller. Proof of Ford concession changes, if applicable will be provided, for the purchaser to validate. Purchaser will be responsible for the OEM cost changes after the date of this proposal.

Terms: Zero down FOB Winter Park, FL. Payment by wire transfer or corporate check at delivery.

Delivery timetable: Expected delivery is 19 months from date of order. Due to the current and on going restraints of the Chassis manufacturers and the Upfitters (Manufacturers) to control supply chain materials outside of their control, The Company will advise the Buyer at each stage of the process, and establish tentative timelines only after, the receipt and signed acceptance of this contract at the REV Ambulance Group Orlando Corporate Headquarters, Winter Park, FL., the confirmation of the build order and the arrival of customer chassis. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, global pandemic or any other causes beyond the Company's control.

I am confident that when we work together, we will be able to reach your needs to perform your jobs, but also stay fiscally responsible for the taxpayer.

Thanks again and I look forward to working with you!

*Jeff Meyer*

Jeff Meyer, Ambulance Sales Rep – Northern IL  
[Jmeyer@fireserviceinc.com](mailto:Jmeyer@fireserviceinc.com)  
cell: 224-828-1597

---

1719 South Franklin Road  
Indianapolis, Indiana 46239

9545 Industrial Drive North  
St. John, Indiana 46373

1743 Quincy Avenue, Suite 155  
Naperville, Illinois 60540

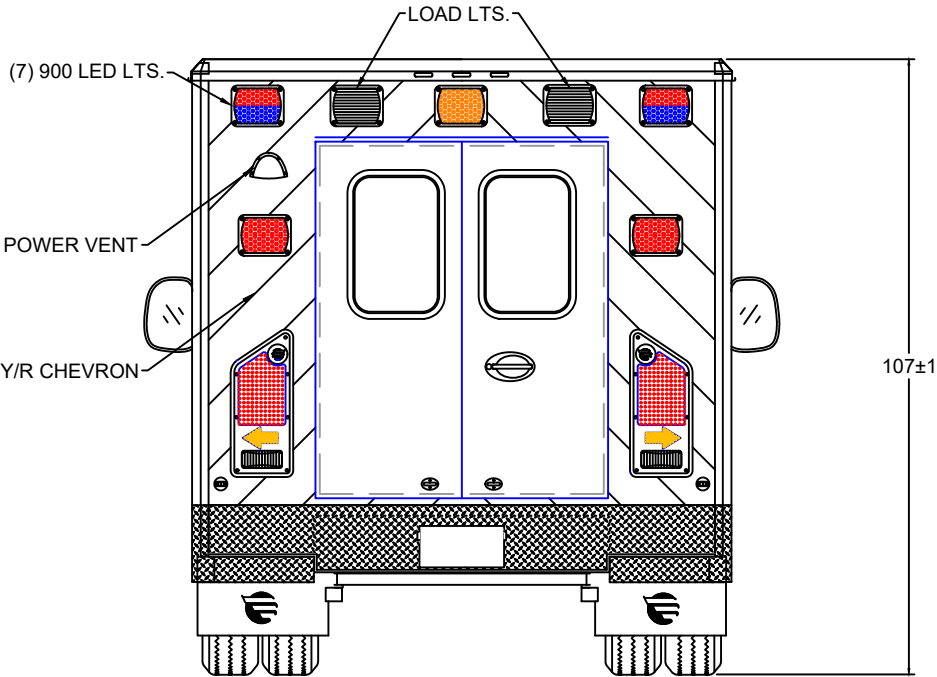
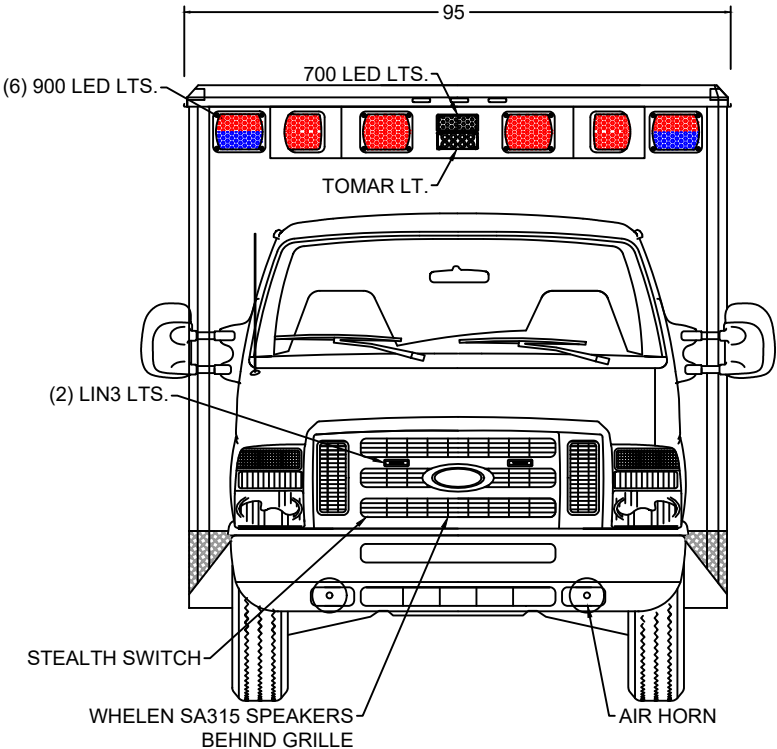
219-365-7157: Office Phone  
219-365-8572: Office Fax


Website: [www.fireserviceinc.com](http://www.fireserviceinc.com)  
Toll Free: 800-578-4281

CA166833

FOREST PARK FD

170 x 95 x 72

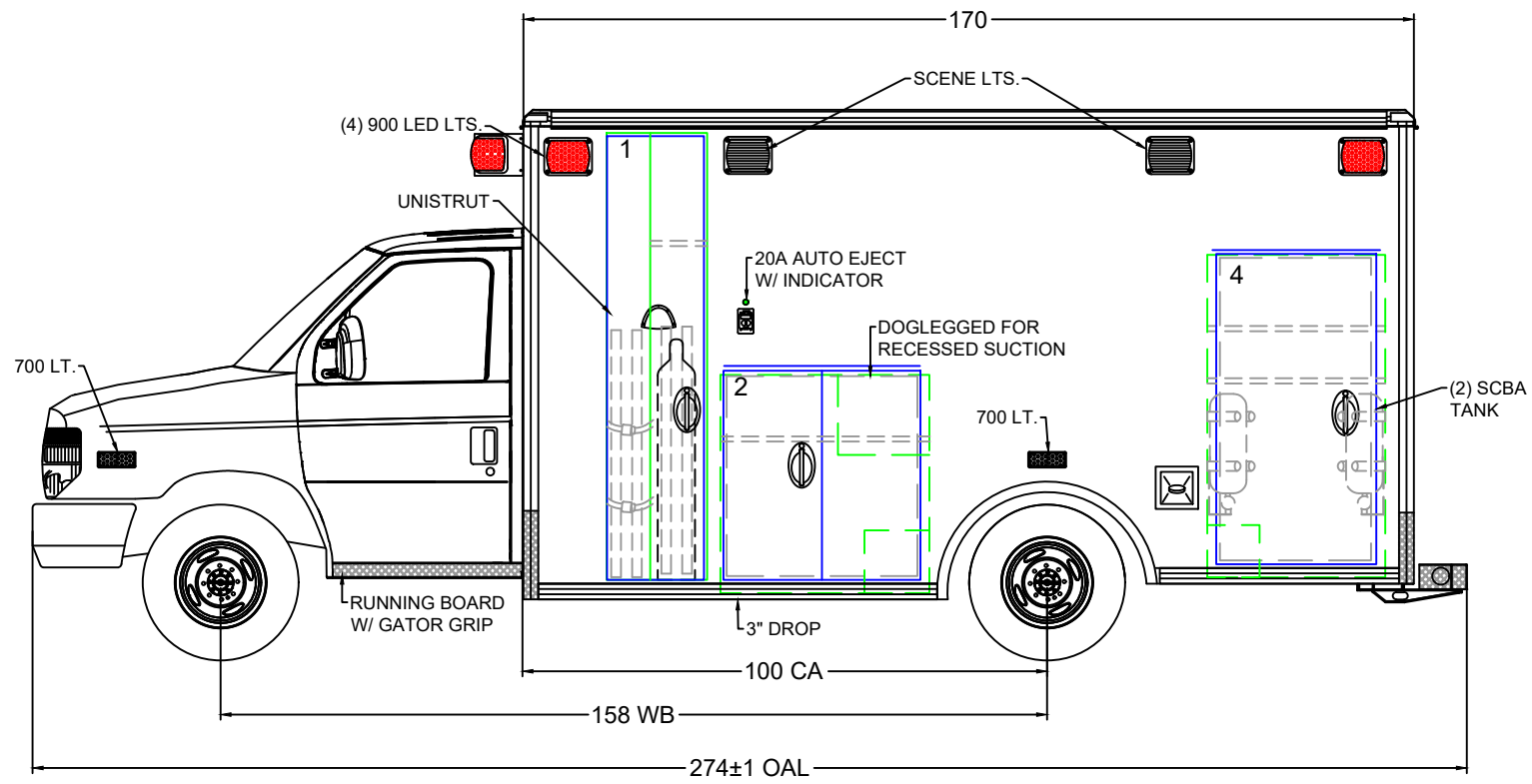


EXTERIOR COMPARTMENT DIMENSIONS IN INCHES													
INTERIOR DIMENSIONS				PASS THRU		INTERIOR DIMENSIONS				JAMB OPENING			
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	TYPE 3 FORD FRONT / REAR EXTERIOR VIEWS	
						BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING						DATE: 3/30/2022	SCALE
50" AISLE												DWN BY: NP	DWG NO: 1 / 9

CA166833

FOREST PARK FD

170 x 95 x 72



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

EXTERIOR COMPARTMENT DIMENSIONS IN INCHES											
INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH
4	61.50	34.00	17.00	58.50	30.50						
2	41.75	40.00	17.00	40.00	37.50						
1	85.50	19.00	21.75/17.00	85.25	18.50						
50" AISLE											



TYPE 3 FORD  
LEFT EXT. VIEW

DATE 3/30/2022

SCALE

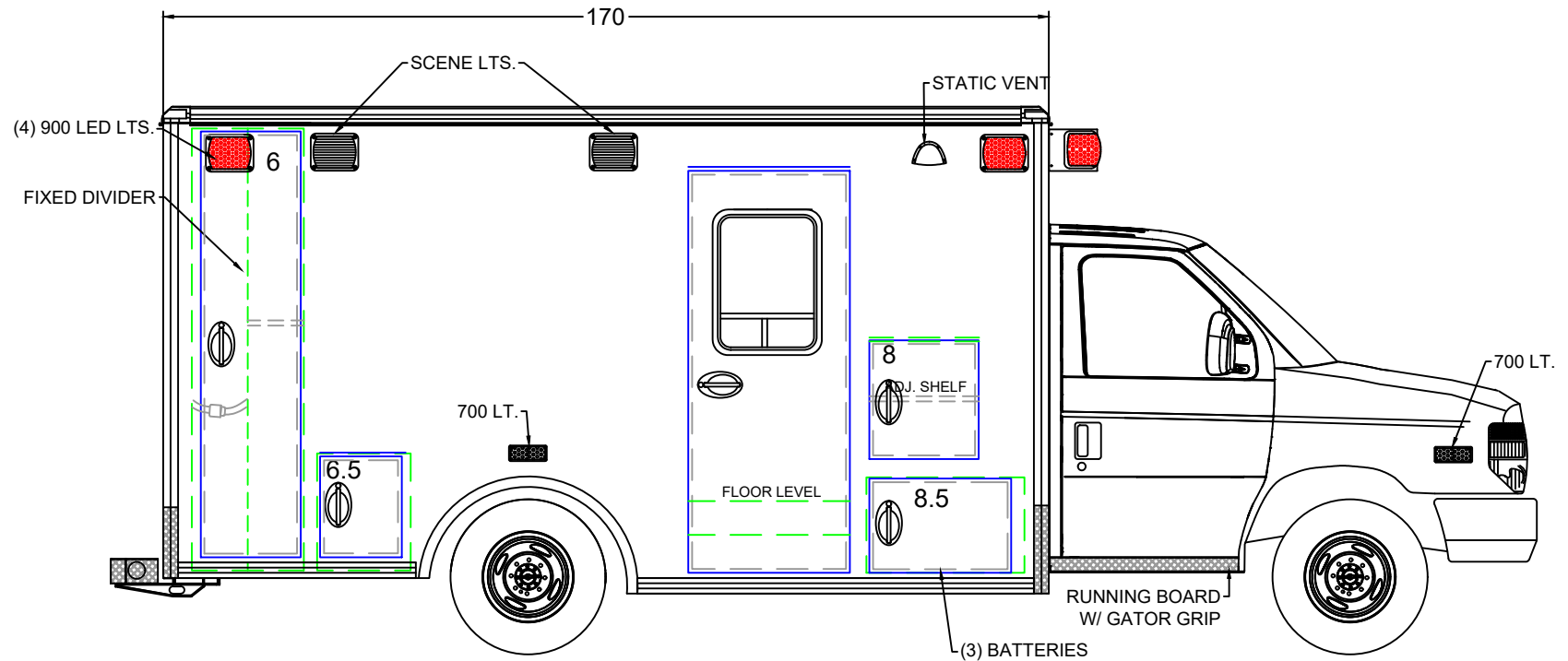
DRAWN BY NP

DWG NO 2 / 9


CA166833

FOREST PARK FD

170 x 95 x 72



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

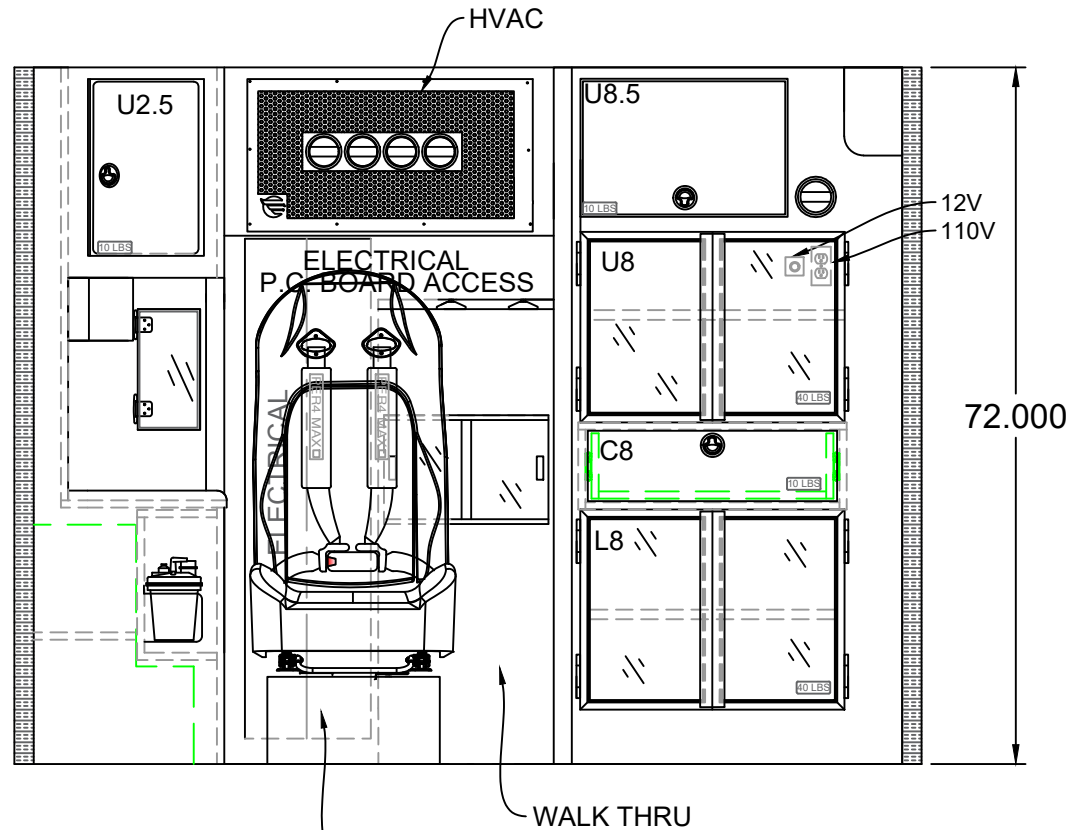
EXTERIOR COMPARTMENT DIMENSIONS IN INCHES															
INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING					
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH				
8				22.75	21.00							TYPE 3 FORD  RIGHT EXT. VIEW			
8.5	18.25	30.25	19.00	18.00	27.25										
6.5	22.50	18.00	15.50	19.25	15.50										
6	85.00	21.50	18.25	81.75	19.00							DATE	3/30/2022	SCALE	
50" AISLE												DRAWN BY	NP	DWG NO	3 / 9



CA166833

FOREST PARK FD

170 x 95 x 72



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CABINET WEIGHT RATINGS:  
NON-RESTOCKING = 40 LBS.  
RESTOCKING = 30 LBS.

#### INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
U8	24.50	33.50	23.25				
L8	24.50	33.50	23.25				
U8.5	14.25	21.00	23.25				
C8	6.00	24.50	22.00				



TYPE 3 FORD  
BULKHEAD INTERIOR

DATE 3/30/2022

SCALE

DRAWN BY  
NP

DWG NO  
4 / 9

50" AISLE

170 x 95 x 72



**Wheeled Coach**

TYPE 3 FORD  
LEFT INTERIOR

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED  
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR  
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

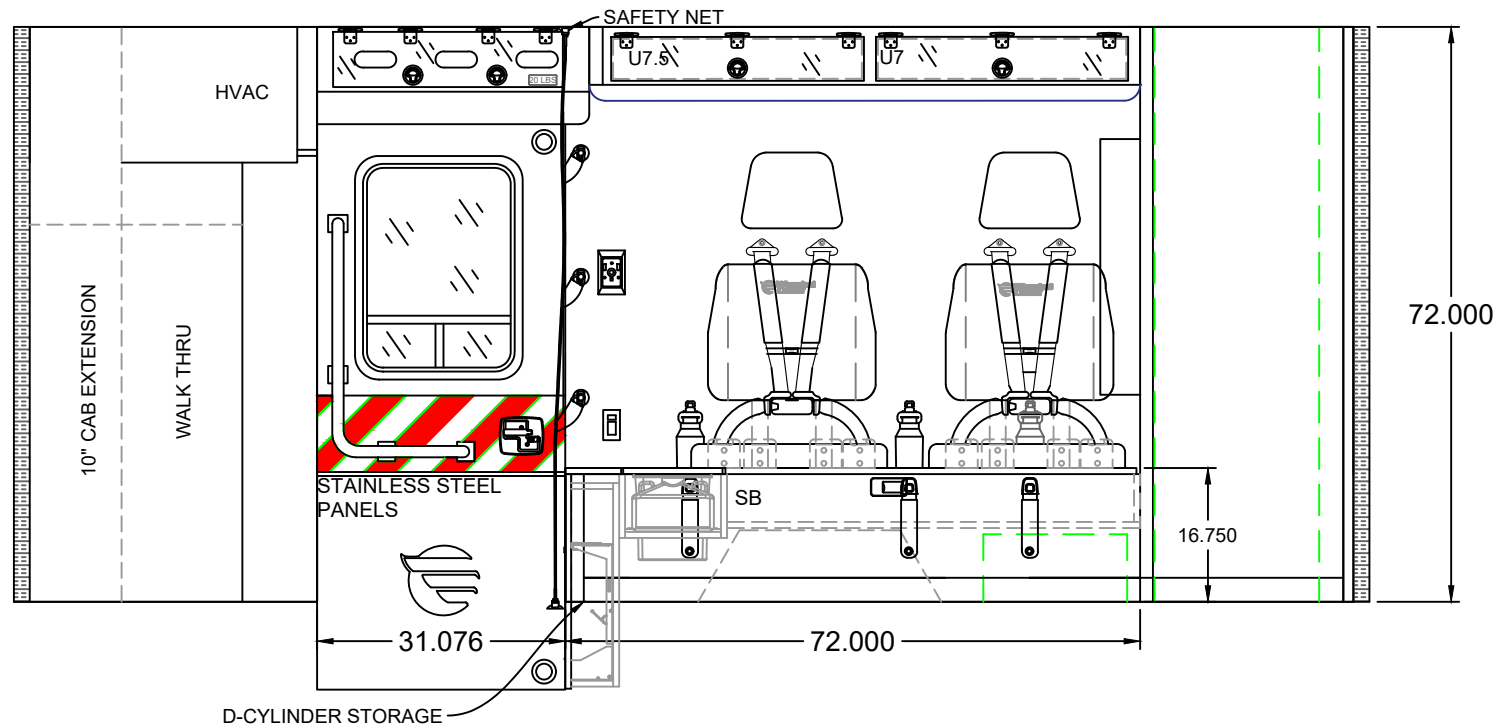
SCALE

5 / 9

CA166833

FOREST PARK FD

170 x 95 x 72



## INTERIOR CABINET DIMENSIONS IN INCHES



TYPE 3 FORD  
RIGHT INTERIOR

DATE: 3/30/2022

SCALE

OWN BY

NP

DWG NO

6 / 9

50" AISLE

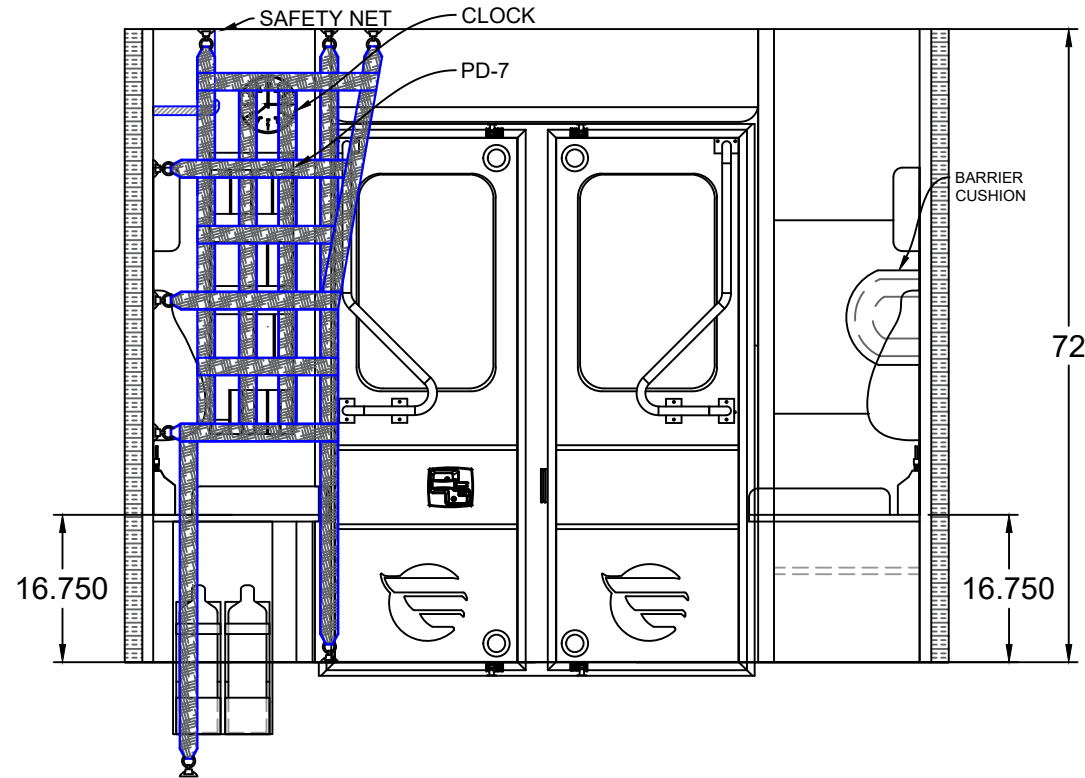
CABINET WEIGHT RATINGS:  
NON-RESTOCKING = 40 LBS.  
RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED  
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR  
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CA166833

FOREST PARK FD

170 x 95 x 72



## INTERIOR CABINET DIMENSIONS IN INCHES



TYPE 3 FORD

REAR BULKHEAD INTERIOR

DATE: 3/30/2022

SCALE

DRAWN BY

NP

DWG NO

7 / 9

50" AISLE

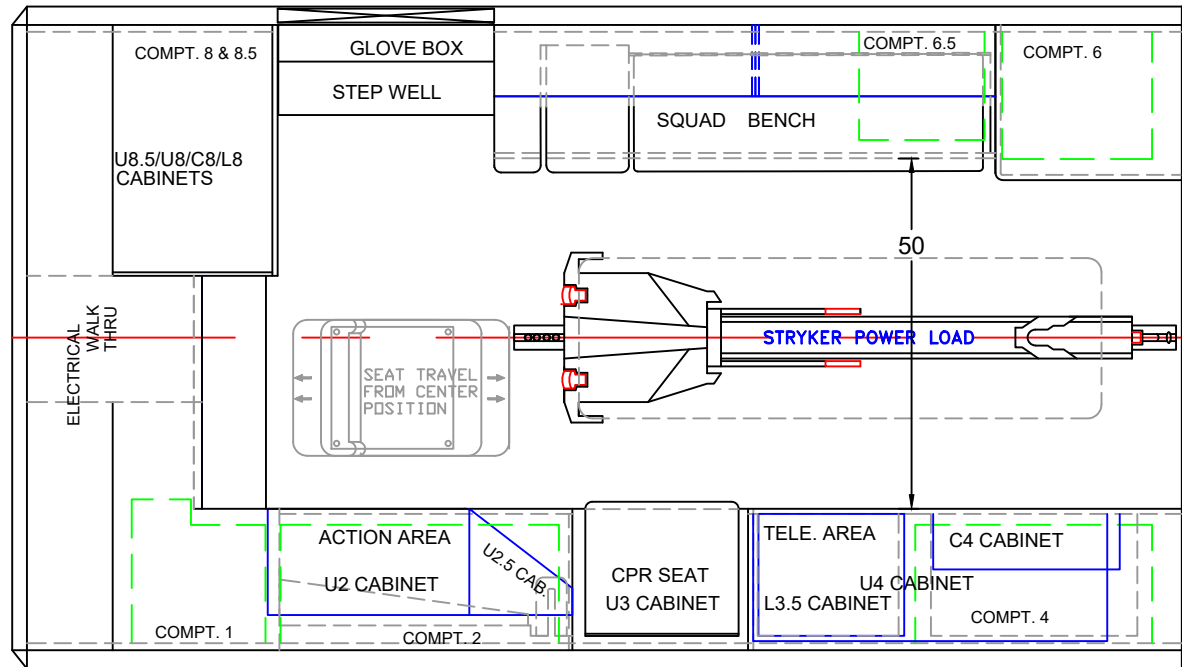
CABINET WEIGHT RATINGS:  
NON-RESTOCKING = 40 LBS.  
RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED  
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR  
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CA166833

FOREST PARK FD

170 x 95 x 72



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED  
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR  
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CABINET WEIGHT RATINGS:  
NON-RESTOCKING = 40 LBS.  
RESTOCKING = 30 LBS.

50" AISLE

## INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH



TYPE 3 FORD  
FLOOR PLAN

DATE: 3/30/2022

SCALE

DRAWN BY NP

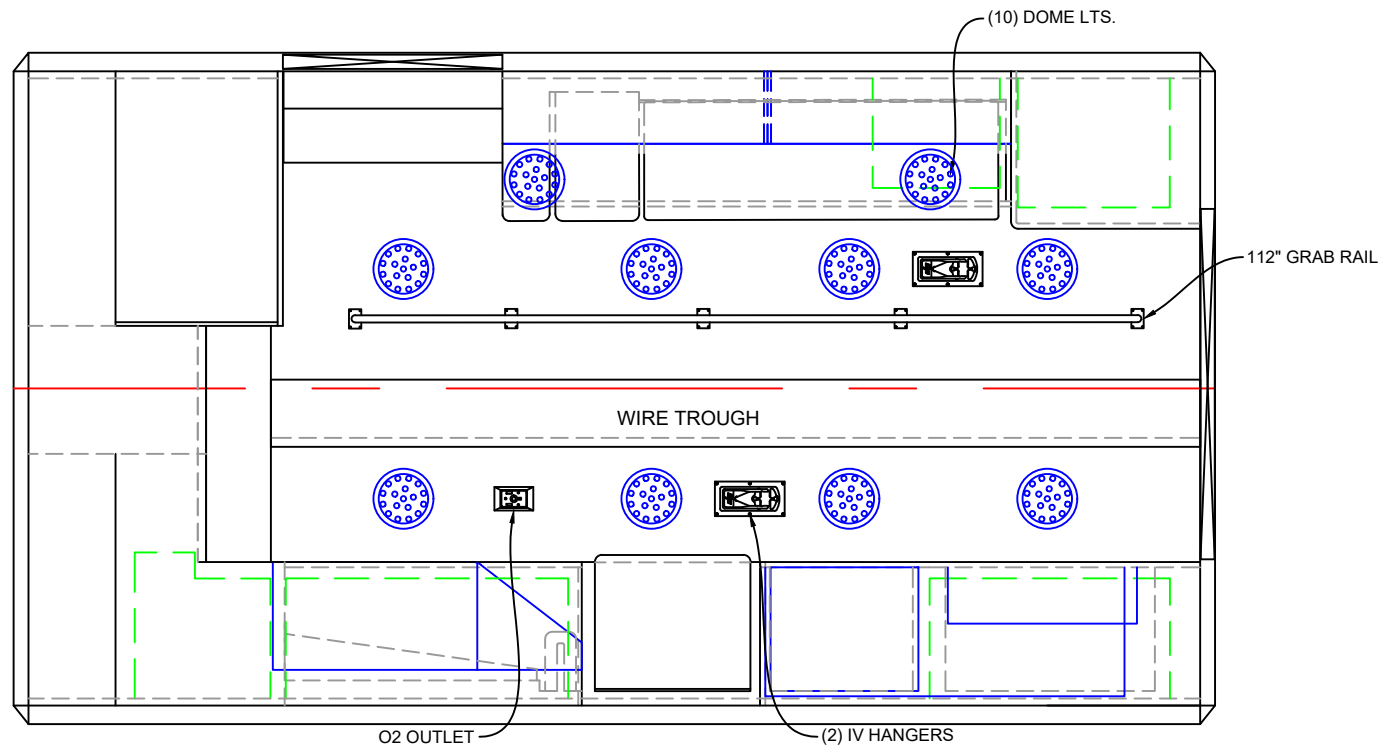
DWG NO 8 / 9



CA166833

FOREST PARK FD

170 x 95 x 72



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED  
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR  
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CABINET WEIGHT RATINGS:  
NON-RESTOCKING = 40 LBS.  
RESTOCKING = 30 LBS.

50" AISLE

## INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH



TYPE 3 FORD

LINER

DATE: 3/30/2022

SCALE

DRAWN BY: NP

DWG NO: 9 / 9

# QUOTATION

Forest Park Fire Department  
Phil Chiapetta  
517 Des Plaines  
Forest Park, IL 60120

Fire Service, Inc  
Jeff Meyer  
224-828-1597  
JMeyer@fireserviceinc.com

Exp. Date: 04/28/2022  
Quote No: 10015-0003  
04/19/2022 14:02:01

Page 1

PART NO	S	DESCRIPTION	QTY	ID
<b>== WC-Wheeled Coach Boilerplate - 1.024 03/25/22 ==</b>			<b>1</b>	<b>REV</b>
<b>INFORMATION</b>			<b>1</b>	<b>REV</b>
00-01-4000	< >	SAVVIK buying Group Member - ##### Savvik Member # 30874	1	REV
00-01-4117		Manufacturer Certified ISO 9001	1	REV
<b>WARRANTY</b>			<b>1</b>	<b>REV</b>
00-02-8720		WC, Warranty, Paint, 60 month Prorated, Standard	1	REV
00-02-8730		WC, Warranty, Structural, 20 Years, Std., Mods	1	REV
00-02-8740		WC, Warranty, Limited Electrical	1	REV
00-02-8750		WC, Warranty, Cabinet Construction	1	REV
00-02-8775	>	WC, Warranty, Extended to 3 Year/36K Miles, Types 1, 3, 9	1	REV
<b>== WC-Type 3 165-170 Module - 1.024 03/25/22 ==</b>			<b>1</b>	<b>REV</b>
<b>CERTIFICATIONS REQUIRED</b>			<b>1</b>	<b>REV</b>
00-05-0050	<	This unit built in accordance with KKK-A-1822-F in effect on the date of order with exceptions as noted herein.	1	REV
00-05-0100	<	MD, This unit built in accordance with KKK-A-1822-F CN 10 Cabinet Requirements This unit as specified meets all requirements of KKK-A1822-F Change notice 10.  All cabinets shall be labeled as to their capacity Rating.	1	REV
<b>01- CHASSIS REQUIREMENTS</b>			<b>1</b>	<b>REV</b>
<b>FORD CHASSIS</b>			<b>1</b>	<b>REV</b>
01-01-2116	< >	WC, 2023 Ford E450, 7.3L Gasoline, Cutaway, 158" WB 2023-4 (2) OEM Alternator Includes 2nd battery located in RF comp. Rubber floor mat, OEM, std. Cab Headliner Vinyl W/ Ford CO-Pilot 360	1	REV
01-02-0100		Domestic Chassis	1	REV
<b>ALTERNATORS</b>			<b>1</b>	<b>REV</b>
01-03-1001		Alternator - Standard OEM	1	REV
<b>SUSPENSION</b>			<b>1</b>	<b>REV</b>
01-07-3001		Rear Suspension, OEM Springs	1	REV
<b>HIGH IDLE</b>			<b>1</b>	<b>REV</b>
01-13-1675		High Idle Controls, OEM	1	REV
<b>FRONT END ALIGNMENT</b>			<b>1</b>	<b>REV</b>
01-17-7501		Front End Alignment, None- QC Check -Standard	1	REV
<b>OUTSIDE REAR VIEW MIRRORS</b>			<b>1</b>	<b>REV</b>
01-20-0105		Mirrors, Sail Mount, OEM Mirrors	1	REV
01-22-6585	>	MD, Anti-Theft Device, Idle Lock, Intermotive, Ford E Series 2020+	1	REV
<b>WHEEL COVERS</b>			<b>1</b>	<b>REV</b>

PART NO	S	DESCRIPTION	QTY	ID
01-24-2105	<	MD, Wheel Covers, Phoenix #NF12, Installed, E-Series, with Air Max Valve Extenders, std	1	REV
<b>BASE CONVERSION</b>			<b>1</b>	<b>REV</b>
01-45-0365		MD, Conversion, Type III, 170 Module, Ford 22-1	1	REV
<b>CAB EXTENSION</b>			<b>1</b>	<b>REV</b>
02-01-2015	>	MD, 10" Cab Extension	1	REV
<b>MODULE BODIES:</b>			<b>1</b>	<b>REV</b>
02-01-2122		MD, Interior Headroom, 72 Inches	1	REV
02-01-3122	<	MD, Module, Type 3. 170" Body Length, Duraseam Doors, Cutaway 170" L x 95" W	1	REV
02-01-3152		MD, Body Width 95" Standard	1	REV
02-01-9565	< >	MD, Aisle Space, 50", Type 3 (49-50" actual)	1	REV
<b>STRUCTURAL FRAMING - RFP</b>			<b>1</b>	<b>REV</b>
03-01-1505		MD, Type 3, General Body Construction Spec	1	REV
03-01-1507		MD, Type 3, Vehicle Body Structure Spec	1	REV
<b>EXTERIOR MODULE CONSTRUCTION</b>			<b>1</b>	<b>REV</b>
03-03-1000	X	Zinc Anode Installation Plate	1	
03-03-1042	>	MD, Stone Guard, Front, Diamond Plate, Type 3, Standard Height	1	REV
<b>DROP SKIRTS</b>			<b>1</b>	<b>REV</b>
03-03-2510	>	MD, Drop Skirt both sides, 3" forward of rear wheels	1	REV
<b>FUEL FILLS &amp; SPLASH PLATE</b>			<b>1</b>	<b>REV</b>
03-03-8033		MD, Housing Fuel Fill, Cast Aluminum, Type III	1	REV
<b>REAR KICKPLATE</b>			<b>1</b>	<b>REV</b>
03-03-9066		WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights	1	REV
<b>SUB-FLOOR SYSTEM</b>			<b>1</b>	<b>REV</b>
03-04-0165		MD, Flooring, 3/4" Marine Grade Plywood, Type 3/7/9	1	REV
<b>MODULE ENTRANCE</b>			<b>1</b>	<b>REV</b>
03-05-0200		MD, Module Access, CS Door standard location	1	REV
<b>MODULE DOORS, HANDLES &amp; HOLD OPENS</b>			<b>1</b>	<b>REV</b>
03-06-0115	<	WC, Duraseam Hinged Doors with Hidden Jambs - Magnetic door switches, Standard	1	REV
03-06-0713	< >	MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber - Installed so doors will open as wide as possible - Mount at Bottom of doors.	1	REV
03-06-0817	<	MD, Hold Open - Gas Strut, Curb Side Entry Door, 35# New Code Per ECN 1823	1	REV
03-06-1027	<	WC, Patient Entry Door Handles, Trimark Black/Chrome Pull Handle w/"SafePass" With Round Push button Emergency release top and bottom of interior door panels.	1	REV
03-06-1047	>	WC, Rear Entry Door Trailing Latch, Side release Paddle	1	REV
03-06-4201	>	MD, Electrical Feed to Required Doors, Spring Protector (per Door)	1	REV
<b>POWER DOOR LOCKS</b>			<b>1</b>	<b>REV</b>
03-06-6120	< >	WC, Power Door Lock, Trimark, Each Entry Door	2	REV
Module entry doors.				
Pick switches in 03-06-6130				
03-06-6121	< >	WC, Power Door Lock, Trimark, Each Compartment Door	6	REV

PART NO	S	DESCRIPTION	QTY	ID
		All module compartments(except battery comp) . (unless other specified)		
03-06-6130	< >	MD, Switch, Momentary Rocker, Activate Power Door Locks If 1) then Installed on C/S wall at head of S/B.  If 2) 2nd located on right rear door	1	REV
03-06-6134	< >	MD, Switch, Remote Stealth, Cab/Mod Doors In grille on passenger's side.	1	REV
03-06-6137	< >	MD, Relay Control Circuit, Power Door Locks (Use drop down menu to pick keyless entry if required)	1	REV
03-06-6140		MD, Circuit, OEM Door Lock to activate Mod Doors	1	REV
03-06-6207	>	MD, Intermotive CAN module for 2017+ Ford F-series	1	REV
		<b>ENTRY DOOR INNER PANELS</b>	<b>1</b>	<b>REV</b>
03-06-7335	< >	WC, Entry Door Panels, Durasafe, S/S,w/ Chevrons & Red Reflective LOGO - Durasafe Design - Aluminum Center Panels covered: white/red reflective tape - Logo to be cut in the lower entry door panel with a RED reflective 3M material (to match the chevron on the lock box) attached to an aluminum panel behind the logo.	1	REV
		<b>SIDE DOOR STEP</b>	<b>1</b>	<b>REV</b>
03-08-2111		MD, Side Entry Step Well, Type III, Aluminum Diamond Plate	1	REV
03-08-2157		MD, Double Step Step Well	1	REV
03-08-3056		MD, Light, Side Entry Step well, LED, Whelen #TOCACCCR, 2"	1	REV
		<b>WINDOWS</b>	<b>1</b>	<b>REV</b>
03-09-4109	>	MD, Window, Upper, CS/Slider, Rr/Fixed, Privacy Tint, PAN	1	REV
		<b>MODULE TO CHASSIS MOUNTING SYSTEM</b>	<b>1</b>	<b>REV</b>
03-10-1211		MD, Module to chassis mounting system, Type III	1	REV
		<b>REAR BUMPER AND REAR STEP CONSTRUCTION</b>	<b>1</b>	<b>REV</b>
03-12-2505	<	MD, Rear Bumper w/ Skids & Flip Up, F3, w/LED DOT lights  w/ Gator Grip on flip up step.	1	REV
03-12-2550	<	MD, Coating, Polyurethane, Rear Bumper Supports Black	1	REV
		<b>INSULATION</b>	<b>1</b>	<b>REV</b>
03-13-3006		MD, Insulation, Walls and Ceiling, R11 Fiberglass Batt	1	REV
		<b>RUB RAIL AND FENDER RINGS</b>	<b>1</b>	<b>REV</b>
03-15-8350		MD, Fender Flare, Black Rubber	1	REV
		<b>SPLASH GUARDS AND RUNNING BOARDS</b>	<b>1</b>	<b>REV</b>
03-16-1721		WC, Mud Flaps, Rear, w/ Wheeled Coach Logo	1	REV
03-16-3619		MD, Running Boards, F3, w/Gator Grip	1	REV
		<b>DRIP RAILS</b>	<b>1</b>	<b>REV</b>
03-17-1020		MD, Drip Rail Trim Moldings Over Door Openings	1	REV
		<b>CAB TO MODULE ACCESS</b>	<b>1</b>	<b>REV</b>
		<b>CAB TO PATIENT AREA ACCESS</b>	<b>1</b>	<b>REV</b>
03-19-2329		MD, Bulkhead Cabinet, Type III Ford, 10" Cab Extension	1	REV
03-19-2369	< >	MD, Pass Thru ILO Walk-Thru, Type III, With Sliding Lexan Window. Changes walk-thru to Approximately 10" x 17" pass-thru -w/ sliding Lexan window	1	REV
		<b>LICENSE PLATE HOLDER</b>	<b>1</b>	<b>REV</b>
03-20-4053	<	WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper in rear kick plate, centered License holder comes with (2) LED lights.	1	REV

PART NO	S	DESCRIPTION	QTY	ID
<b>EXTERIOR COMPARTMENT CONSTRUCTION</b>			<b>1</b>	<b>REV</b>
04-01-0504	< >	MD, Exterior Compartment, Sweepout, Each - All Compartments are standard sweep out	6	REV
04-01-3017	<	MD, Door Sill Protector, Stainless, All Compts Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage	1	REV
04-01-5106	<	MD, Polyurethane Coating per compartment light gray	6	REV
04-01-5110	>	MD, Exterior Battery Compartment, Polyurethane Finish	1	REV
<b>EXTERIOR COMPARTMENT DOORS</b>			<b>1</b>	<b>REV</b>
04-02-0506	>	WC, Compartment Comp Handle, Trimark, Oval Pull Handle, Black/Chrome	7	REV
04-02-0514	< >	WC, Compartment Door Latch, Edge Paddle, Trimark, Trailing Door Interior edge style handle comps "#2" &/or "#4"	1	REV
<b>COMPARTMENT DOOR HOLD OPEN</b>			<b>1</b>	<b>REV</b>
04-02-7751	< >	MD, Hold Open, Gas Strut, Ext Compt, 60lb for comp. #4 hold open	1	REV
04-02-7753	<	MD, Hold Open Gas Strut, Ext Compt, 30lb Compartments 1, 2, 6, 6.5	5	REV
04-02-7757		MD, Hold Open, Gas Strut, RF Compt, 30lb	1	REV
<b>COMPARTMENT LIGHTING</b>			<b>1</b>	<b>REV</b>
04-03-1483	<	MD, Compartment Light, LED, Whelen #TOCACCCR, 2in, Each Compartment  1 - access panel on wall 1 2 - Wall #1 below electrical shelf if optioned 4 - Wall #3 in access panel 6 - Ceiling centered 6.5 - Wall #3 8 - Wall #3 in access panel and the O2 light in comp 1	7	REV
<b>COMPARTMENT #1 - STREETSIDE FWD</b>			<b>1</b>	<b>REV</b>
04-06-0451	<	MD, Compartment #1, Full Height (On type III - includes recess for stair chair storage)	1	REV
04-06-1550	>	MD, Compartment #1, Shelf, Adjustable, W/Alum Track, First shelf	1	REV
04-06-1830	>	MD, Compartment #1, Fixed Divider, Vertical, O2 Height	1	REV
04-06-1939	<	MD, Compartment #1, Strap, Seat Belt style, Each From wall 1 to divider	1	REV
<b>COMPARTMENT #2 - STREETSIDE FWD WHEELWELL</b>			<b>1</b>	<b>REV</b>
04-07-2144		WC, Compartment #2, 50" Aisle, Standard Configuration	1	REV
04-07-2632		MD, Compartment #2. Shelf, Fixed, Electrical storage, No Divider	1	REV
04-07-9200		Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	1	REV
04-08-2100	>	MD, Compartment #3, NONE	1	REV
<b>COMPARTMENT #4 - STREETSIDE AFT</b>			<b>1</b>	<b>REV</b>
04-09-3245		MD, Compartment #4, 3/4 Height.	1	REV
04-09-3620	< >	MD, Compartment #4, Hooks, (2), For Turnouts, Ferno #559, Installed Located:	1	REV
04-09-4550	>	MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1	REV
04-09-4988		MD, Compartment #4, Strap, Seat Belt Style, Each	1	REV
04-09-8004	<	MD, Compartment #4, Zico ABS, Angled bracket for Mounting SCBA, Each Zico ABS mounted to Wall ____ of compartment to be used for mounting SCBA	2	REV



PART NO	S	DESCRIPTION	QTY	ID
Brackets.				
04-09-8008	< >	MD, Compartment #4, Reinforcement, Door, SCBA Bracket Compartment 4 Wall #2	1	REV
<b>COMPARTMENT #6 - CURBSIDE AFT</b>			<b>1</b>	<b>REV</b>
04-11-1097		MD, Compartment #6, Full Height	1	REV
04-11-2097	<	MD, Compartment #6, Divider, Vertical, Fixed, 3/16" Thick , Each (divider to be full depth if a shelf is requested)	1	REV
04-11-4530	>	MD, Compartment #6, Shelf, Adjustable, First shelf w/Aluminum Track	1	REV
04-11-4652	< >	MD, Compartment #6, Equipment Strap, Seat Belt Style, Each Nylon web strap w/ seat belt buckle and two (2) footman loops	1	REV
<b>COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL</b>			<b>1</b>	<b>REV</b>
04-12-0130		WC, Compartment #6.5, Below Squad Bench Floor Level	1	REV
<b>COMPARTMENT #8 - CURBSIDE UPPER FORWARD</b>			<b>1</b>	<b>REV</b>
04-14-2160	< >	MD, Compartment #8/8.5, Split Doors, Reduced Height Upper Upper height of Comp 8 door to be at bottom of the C8.5 drawer	1	REV
04-14-8010	< >	MD, Compartment #8, Shelf, Adjustable, RF Cabt, First shelf w/Aluminum Track (1) RF Comp "8"/cabinet "U8" area, centered.	1	REV
04-14-8015	< >	MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each RF Comp "8"/cabinet "L8" area, centered.	1	REV
<b>INTERIOR TRIM AND FEATURES</b>			<b>1</b>	<b>REV</b>
05-01-0105	< >	MD, Interior Cabinets, Duralite Construction, Wood, CN10 compliant All cabinets shall be labeled with their Rated Weight Capacity.	1	REV
<b>INTERIOR ADJUSTABLE SHELVES</b>			<b>1</b>	<b>REV</b>
05-02-0050	>	MD, Shelf, Interior, Wood , (1) adjustable, in Cabinet	4	REV
05-02-0054	< >	MD, Shelf Track, Cabinet, #HA24663, CN 10 Upgrade ("C" channel/exterior shelf style track)	4	REV
**This option may require quantity adjustment**				
<b>HEADLINER</b>			<b>1</b>	<b>REV</b>
05-06-2860	>	WC, Headliner, Flat, PVC, Hinged trough cover, 160"+	1	REV
<b>FLOORING</b>			<b>1</b>	<b>REV</b>
05-07-0120	< >	MD, Flooring, Lon Seal "Lonplate II " With approximately 3" roll up both street side and curbside.	1	REV
05-07-0125		MD, Color, Black, #163	1	REV
05-07-9897		MD, Floor, Thresholds, .063 Aluminum , Painted w/Black Poly-urea coating	1	REV
<b>Entry Door Grab Handles</b>			<b>1</b>	<b>REV</b>
05-10-1529	<	MD, Entry Door Grab Handles (3), Custom "L" Shape, 1", Yellow - Yellow Powder Coat Finish Stainless Steel Grab Handles	1	REV
<b>Ceiling Grab Rail - Center</b>			<b>1</b>	<b>REV</b>
05-10-1931	< >	MD, Ceiling Grab Rail, Overhead, 112", 1" diameter Handicap Style, Yellow Yellow Powder Coat Finish	1	REV
<b>IV FLUID HANGERS</b>			<b>1</b>	<b>REV</b>
05-11-0015	>	MD, IV Hook, Perko Snap Hook w/Velcro Strap, Each	2	REV
05-11-0017	>	MD, IV Hook, Cast, Fold Down Recessed Each	2	REV
<b>ACTION WALL AREA #2</b>			<b>1</b>	<b>REV</b>

PART NO	S	DESCRIPTION	QTY	ID
05-13-3087	<	WC, Cabinet, A/A, 50" Aisle, No Bio waste, w/Recessed Suction, Rounded Corners Recessed suction in aisle facing cabinet face under action area tray.	1	REV
05-13-4324	< >	MD, Tray, A/A, 50" Aisle, No Bio waste, Poured, Black **only for 50" aisle space units**	1	REV
05-13-4404		MD, AA Upper Cabinets, U2.5 Angled, U2, Full Ht Comp #1 <b>CABINET DOORS</b>	1	REV
05-13-4512		MD, Door, U2 Restocking Gray Poly carbonate Slider, CN 10 Compliant	1	REV
05-13-4522	< >	MD, Door, U2.5 , Hinged Wood Hinged on Right.	1	REV
		<b>Interior Streetside #3 - CPR Seat</b>	1	REV
05-14-1532		MD, CPR side seat, Fixed Backrest	1	REV
05-14-1534	<	MD, CPR, Lid, Hinged Flip Up With Trimark Latch	1	REV
05-14-1559	< >	MD, Cabinet U3, w/ CPR seat (ONLY Available in 72" HR) Note: TO meet 43" minimum KKK requirement for space between cushion on Side seat and bottom of splint cabinet.	1	REV
05-14-1577		MD, Cabinet C3.5, deleted For Telemetry Area	1	REV
05-14-1587		MD, Cabinet L3.5, full height, std	1	REV
05-14-4417	<	MD, "U" Barrier Bar, Padded, 1.5" SS, CPR Seat, Black Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the upper AA cabinets.	1	REV
05-14-4555	<	MD, Telemetry Tray, Poured, Black, Narrow, 50" Aisle, Type 3 **only for 50" aisle space units**	1	REV
05-14-4614	< >	MD, Door, U3 Gray Lexan Flap Glass, CN 10 Compliant Friction Hinge hold opens  Must use M1 latch on each door for CN 10 certification	1	REV
05-14-4652	<	MD, Doors, L3.5, Restocking Gray Poly carbonate Slider, CN 10 Compliant Hinged bottom	1	REV
		<b>STREETSIDE REAR AREA #4</b>	1	REV
05-15-5051	>	MD, Cabinet U4, Combined with U3.5	1	REV
05-15-5114	XS < >	MD, Cabinet C4, Custom (Special Request) SR # 2211162F Compartment 4 doglegged at interior C4. Interior C4 to be 8" deep  Note on order at compartment 4 Eng dog leg comp for C4 cabinet	1	REV
05-15-5118		MD, Cabinet L4, Deleted <b>CABINET DOORS</b>	1	REV
05-15-6113		MD, Doors, U4/U3.5 Combined, Restocking Gray Poly carbonate Slider - CN 10 Co	1	REV
05-15-6128		MD, Doors, C4, Restocking Gray Poly carbonate Slider - CN 10 Compliant <b>SQUAD BENCH AREA</b>	1	REV
05-16-0064	< >	WC, Squad bench, (2) D Cyl Storage, w/Bio waste  Bio-waste storage at head of bench.Trash at head,Sharps rearward of waste. (2) "D" cylinders at head of S/B,with drop down door at head facing RF cabinet. Must use M1 latch for CN 10	1	REV

PART NO	S	DESCRIPTION	QTY	ID
05-16-0074	<	WC, Lid, Squad Bench, Single W/Bio-Waste Must use M1 latch for CN 10 on bio waste door	1	REV
05-16-0080		MD, Handle, Trimark, CPR Seat, Std.	1	REV
05-16-0082		MD, Handle, Trimark, Squad Bench, STD	1	REV
05-16-0094		MD, Strut, Gas, 30 LB, Installed	1	REV
05-16-0214	<	MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (1) for CPR side seat (Delete shop note if not required)  (2) for squad Bench	1	REV
05-16-0214	<	MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (1) for CPR side seat (Delete shop note if not required)  (2) for squad Bench	2	REV
05-16-0222		MD, Patient Restraint Belts, Squad Bench (3)	1	REV
05-16-1416	<	MD, Safety Net, Head of Squad Bench, 2" Straps, Black a net from floor at head of squad bench to ceiling at forward end- Removable attachments at top and bottom - add backer plates in ceiling.	1	REV
05-16-9909	< >	MD, CS Splint, 7in Deep, 2 Sect, Gray Lexan Flapglass Note: TO meet KKK requirement for space between cushion on squad bench and bottom of splint cabinet.  Gray Lexan Flap glass with Friction Hinge hold opens  Must use M1 latch on each door for CN 10 certification	1	REV
05-16-9915	<	KKK Compliancy Regarding Overhead Cabinetry The inclusion of a cabinet over the squad bench or CPR seat on a unit with less than 72" headroom will result in the unit not meeting KKK specification requirements. The end user has been informed of the KKK requirements and this cabinet has been added at the request of, and according to the specifications of, the end user.	1	REV
<b>CURBSIDE REAR</b>			<b>1</b>	<b>REV</b>
05-16-9923		MD, Cabinet, Curbside Rear, Standard	1	REV
05-17-2508	< >	MD, Cabinet, Glove Box Holder, (3), Above C/S door,  Must use M1 latches for KKK Change notice 10 compliance	1	REV
<b>CURBSIDE RIGHT STACK STORAGE #8</b>			<b>1</b>	<b>REV</b>
05-18-0055		MD, RF ALS, Split Upper/Lower w/Ctr drawer, HVAC Relocated	1	REV
05-18-5158		MD, Doors, RF, U8, Dual Gen III OHO, Poly carbonate Doors, Gray	1	REV
05-18-5216	<	MD, RF ALS, C8 Center Drawer, 6" high x Full width x 22" D Metal Drawer with Solid Face for maximum drawer space	1	REV
05-18-5354		MD, Doors, RF, L8, Dual Gen III OHO, Poly carbonate Doors, Gray	1	REV
<b>ATTENDANT SEAT</b>			<b>1</b>	<b>REV</b>
05-19-6902		MD, Attendant's Seat, EVS 1880, Comfort, Hi-Back Child Safety w/Per4Max	1	REV
05-19-6912	>	MD, Color, Black, Per4Max Belt, Black	1	REV
05-19-7215	< >	MD, Attendant's Seat Base, EVS CBS Box Style Box opening to be toward Rear access door	1	REV
<b>INTERIOR COLORS</b>			<b>1</b>	<b>REV</b>
05-20-0030		MD, Mica, Dove Gray (Matte)	1	REV
<b>UPHOLSTERY</b>			<b>1</b>	<b>REV</b>
05-20-5916	>	MD, Upholstery Color, Black	1	REV

PART NO	S	DESCRIPTION	QTY	ID
05-20-5970		> WC, Backrest Cushion, EVS, Gunmetal, w/ WC Logo, Each	3	REV
		<b>CABINET LATCHES- INTERIOR</b>	1	REV
05-21-8213		< > MD, Latch, Southco M1, 2" S/S, (3/4" door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	1	REV
05-21-8213		< > MD, Latch, Southco M1, 2" S/S, (3/4" door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	1	REV
05-21-8219		< > MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	2	REV
05-21-8219		< > MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	1	REV
05-21-8219		< > MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	2	REV
		<b>GENERAL WIRING</b>	1	REV
06-01-0130		MD, Electrical System: Printed Circuitboard	1	REV
06-01-0250		MD, Vanner, "E" Spec, PC Board, No LB	1	REV
		<b>COMMUNICATION</b>	1	REV
06-06-5545		< > MD, Base, Antenna, Motorola Mount, w/Coax From antenna base located above Dome Number: Coax to Terminate:	2	REV
07-00-0610		< MD, Light, in Circuit Board Area, for Electrical Troubleshooting - with integral switch; wired constant hot.	1	REV
		<b>POWER SOURCES</b>	1	REV
07-01-1002		< MD, Power Source, 12VDC, 20A, Ignition/Shoreline Hot 20amp 12 volt DC circuit ran to two locations, (1) pre-wire coil and tagged in action area and (1) pre-wire coil and tagged behind driver's seat.	1	REV
07-01-1008		< > MD, Power Source, 12 VDC, 15 Amp (+-), Ignition Hot - Ignition hot, terminating in cab console - with 6 foot tails (hot and ground).	1	REV
07-01-1016		< > MD, Power Source, 12 VDC, 30 Amp (+-), Constant Hot - Constant Hot, to terminate behind the passenger seat - with 6 foot tails (hot and ground).	1	REV
07-01-1022		< > MD, Power Source, 12 VDC, 40 Amp (+-), Constant Hot Termination:	1	REV
07-02-1155		< MD, Alarm, Low Voltage, Audio/Visual Light in cab console and Buzzer in cab.	1	REV
07-02-1156		WC, Voltmeter, OEM, In Dash	1	REV
		<b>BATTERY SYSTEM</b>	1	REV
07-04-8721	X	MD, Battery SW, 5min Timer, F1, Battery under Hood	1	
		<b>12VDC OUTLETS</b>	1	REV
07-10-1103		< > MD, Outlet, Power Point Style, (1) A/A (1) RF Cabinet - on standard 20-amp ignition hot circuit. ("elect battery switch") - (1) outlet in action area - (1) in RF Cabinet "U8", wall #2, upper right	1	REV
07-10-1109		< MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel Located in the cab switch panel per Electrical Engineering	1	REV

PART NO	S	DESCRIPTION	QTY	ID
07-10-1111	<	MD, Power Outlet, Kusssmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel, Each Location in the Action area outlet panel.	1	REV
<b>FRONT CONSOLE</b>			<b>1</b>	<b>REV</b>
08-01-3528	<	WC, Console, Drivers Switch & Radio, Center, Aluminum, Black, Ford cutaway Black polyurethane coated .125 Aluminum  See below for Optional panels 5.25 x 12.5 x 7" deep storage area at rear	1	REV
08-01-4652	>	WC, Single Blank Panel	1	REV
08-01-4656	>	WC, Glove Box Panel	1	REV
08-01-4660	>	WC, Cup Holder Panel (No Handle Notch)	1	REV
08-01-4666		WC, Flat Switch Panel	1	REV
08-02-0006	<	MD, Module Electrical Panels, Brushed Stainless Steel brushed stainless steel panels for the Outlet panels, switch panels and other faceplates in the MODULE only.	1	REV
<b>ATTENDANT CONTROL PANEL</b>			<b>1</b>	<b>REV</b>
08-03-0306		WC, Console, A/A, Wood, Angled	1	REV
08-04-6111	>	MD, Switch, Momentary, Rocker, (1)	1	REV
08-04-6113		MD, Switch, Emergency Master	1	REV
<b>SIREN ELECTRONIC - CONTROL HEADS / AMPS</b>			<b>1</b>	<b>REV</b>
09-03-1802	>	MD, Siren, Whelen, WS-295-SLSA1	1	REV
<b>SIREN SPEAKERS</b>			<b>1</b>	<b>REV</b>
09-03-2702		MD, Speakers, (2), Whelen, SA-315, In Grille area, F3	1	REV
09-03-3502	>	MD, Additional, Air Tank, For Buell Air Horns	1	REV
09-03-3506	< >	MD, Air horn, Buell, 5440 comp, Dual 10" horns mount compressor on fixed shelf in comp "2"	1	REV
09-03-3530		MD, Switch, Siren/Horn Thru Horn Ring	1	REV
<b>BACK-UP ALARMS</b>			<b>1</b>	<b>REV</b>
09-05-1116	>	MD, Back-Up Alarm, w/ Cutoff, Auto Reset	1	REV
09-70-5247	< >	MD, Traffic Pre-Empt, Tomar, T792HL-R wire the power supply to the parking brake to disable the system when the parking brake is set - system wired to switch in front console labeled: PRE-EMP	1	REV
<b>WARNING LIGHT FLASHERS</b>			<b>1</b>	<b>REV</b>
09-80-2000		MD, Flasher, Vanner 5860GCPE, C/D/E Spec	1	REV
09-80-5920	>	MD, Circuit, Neutral Power	1	REV
09-80-5920	>	MD, Circuit, Neutral Power	1	REV
09-80-7011	< >	MD, Automatic Secondary, Park/Neutral, w/Momentary Switch, Auto Reset the circuit would automatically reset when the gear shift lever is placed back into gear.	1	REV
<b>WARNING LIGHTS</b>			<b>1</b>	<b>REV</b>
<b>LED Series - 900 (Flange Separate)</b>			<b>1</b>	<b>REV</b>
09-95-1357	< >	MD, Light, Whelen 900 LED, Red, Clear Lens, 90RR5FCR, Internal Flasher Location: Front: (1) each angled area of coolbar, (1) each left & right of center on coolbar SS & CS: (1) each upper outer corner Rear: (1) each as show thru	10	REV
09-95-1359	< >	MD, Light, Whelen 900 LED, Amber, Clear Lens, 90AA5FCR, Internal Flasher Location: Rear upper center	1	REV
09-95-1367	< >	MD, Light, Whelen 900 LED, R/B, Clear Lens, 90RB5FCR, Internal Flasher Location: Front: (1) each upper outer corner	4	REV



PART NO	S	DESCRIPTION	QTY	ID
		Rear: (1) each upper outer corner		
09-95-1430		MD, Flange, Super 900 LED, #90FLANGC	15	REV
		<b>LED Series - 700 (Flange Separate)</b>	1	REV
09-95-2336	< >	MD, Light, Whelen 700 LED, Red, Clear Lens, 70R02FCR	4	REV
		Location:		
		(1) each over wheel wells		
		(1) each as LH & RH cab intersector		
09-95-2346	< >	MD, Light, Whelen 700 LED, Clear LED, 70C02FCR	1	REV
		Location:		
		Front center on cool bar over tomar		
		<b>WHELEN FLANGES 7 SERIES LIGHTS (Flange Separate)</b>	1	REV
09-95-3004	<	MD, Flange, Whelen, For 7E lights (1), Mods	5	REV
		- For 7 Series Lights		
		<b>WARNING LIGHTS -WHELEN TIR3/LIN3 (Flange Separate)</b>	1	REV
09-95-4631	<	MD, Light, Whelen, LIN3, LED-Red, RSRO2ZCR	2	REV
		Front Grille lights		
09-95-4636		MD, Flange, Whelen, Chrome, For LIN3, Each	2	REV
		<b>EXTERIOR AUTOMOTIVE LIGHTING</b>	1	REV
10-01-0042	<	WC, Taillight Pkg, Whelen, LED Stop/Tail, Turn & LED Backup, w/WC logo	1	REV
		- Brake- Steady Burn		
		- Turn Arrow – sequential arrow		
		- Replace backup with 700 LED		
		<b>ICC/MARKER LIGHTS</b>	1	REV
10-01-2177	<	MD, Light, Clearance, Amber LED, Each	3	REV
		On front as clearance lights.		
10-01-2178	<	MD, Light, Clearance, Red LED, Each	3	REV
		On rear as clearance lights.		
10-01-2250	<	WC, Corner Cap Lts, Multi, LED, (2) Amber (2) Red w/Flashers	1	REV
		- High intensity flashers; thru separate switch		
		<b>FLOOD AND LOAD SYSTEMS</b>	1	REV
10-02-2232	<	MD, Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, w/Chrome Flange	6	REV
		- (2) each side as "Scene lights"		
		- (2) on rear over rear doors as "Load Lights"		
10-02-2250		MD, Scene Lighting, CS, Activate on Opening of Entry Door	1	REV
		<b>11 - INTERIOR LIGHTING</b>	1	REV
11-01-2809	<	MD, Lights, Dome, LED, Whelen, White Flng, (4) S/S, (3) C/S	1	REV
		NOTE: NO VISABLE FASTENERS OR HOLES.		
11-01-2818	<	MD, Light, Dome, LED, Whelen, White Flng, (1) Additional	3	REV
		Location _____?		
		NOTE: NO VISABLE FASTENERS OR HOLES.		
11-01-2871		WC, No Lighting Recessed into Trough Cover	1	REV
11-01-9032	< >	MD, Timer, Momentary Switch, 15 Minute, Constant Hot	1	REV
		(must have ECX timed battery switch with this option)		
		Mount switch on C/S wall at the head of the squad bench		

PART NO	S	DESCRIPTION	QTY	ID
		in the standard location. Switch to allow activation and also deactivation. Wire to Streetside Domes in liner on High.		
		<b>SPOTLIGHTS / HANDHELD LIGHTS</b>	<b>1</b>	<b>REV</b>
11-02-1003		MD, Handheld Spotlight - Sho-Me 200,000 CP	1	REV
		<b>ATTENDANT LIGHT</b>	<b>1</b>	<b>REV</b>
11-03-2031		MD, Light, Intertek ZY-PIR38 12v, LED, Each	1	REV
		<b>12 - ELECTRICAL 125 VOLT AC</b>	<b>1</b>	<b>REV</b>
		<b>SHORELINE INLET</b>	<b>1</b>	<b>REV</b>
12-01-9112	< >	MD, Shoreline, 20A, Super Auto Eject, White - with white cover; mounted above compartment "#2"	1	REV
12-01-9136	< >	MD, Shoreline Indicator Light, Green LED w/Label wired to operate if the shoreline breaker is set, turns off when tripped	1	REV
		<b>OUTLETS - 125VAC</b>	<b>1</b>	<b>REV</b>
12-02-2110	<	MD, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet - (1) outlet in action area - (1) outlet in the RF Cabinet "U8", wall #2, upper right.	1	REV
12-02-2114	< >	MD, Outlet, 125 VAC, Duplex, Each, State Location: - telemetry area, wall #2.	1	REV
		<b>BLOCKHEATERS</b>	<b>1</b>	<b>REV</b>
12-02-4001	<	Block Heater - With OEM Plug This option does not include a switch. (STANDARD).	1	REV
		<b>INVERTER - 125VAC</b>	<b>1</b>	<b>REV</b>
12-03-1418		MD, Inverter/Charger, Xantrex, Freedom HF 1800	1	REV
		<b>AUXILIARY ENVIRONMENTAL SYSTEMS</b>	<b>1</b>	<b>REV</b>
13-02-0111		MD, Exhaust Fan, Single 12V, in Line Blower	1	REV
		<b>WHEELED COACH HVAC UNITS</b>	<b>1</b>	<b>REV</b>
13-02-5751	>	MD, Hoses, Heater, No Max, to Rear	1	REV
13-02-5793	< >	WC, Heat/AC, F3, Combo, w/Coolbar (new code)	1	REV
		with thermostat in action area.		
		12vdc External Condenser, in Coolbar mounted on front of module. Painted to match front of module.		
		Note: pick warning lights separately !!		
13-02-6028		WC, Air Conditioning Face Plate, Brushed Stainless Steel with Logo	1	REV
13-02-6052	< >	MD, Heat/AC Re-Located Center over WT/PT HVAC evaporator relocated to front bulkhead above the pass thru/walk Thru	1	REV
13-02-6060	X	MD, Kissling Continuous Duty Solenoid	1	
13-02-6082	>	MD, Generation I, Steel Cool Bar cover	1	REV
13-02-7754	<	MD, Thermostat, Hoseline Master Control Digital CM5000	1	REV
		Mount probe in front of evaporator		
		<b>COT MOUNTING PROVISIONS</b>	<b>1</b>	<b>REV</b>
		<b>Cot Mounts</b>	<b>1</b>	<b>REV</b>
14-01-1546	<	MD, Cot Mount, Stryker Power Load, No Wheel Guides, CN 8 Compliant includes constant hot power supply for battery charging.	1	REV

PART NO	S	DESCRIPTION	QTY	ID
14-01-4028		Center Mount	1	REV
<b>OXYGEN AND AIR SYSTEMS</b>			1	REV
14-02-1010	< >	MD, O2 Cylinder Wrench ,Tethered	1	REV
		in oxygen comp.		
14-02-2242	<	MD, O2 Cylinder Bracket, Multiversal, #QR-MV, W/ Straps (Uni-strut track mounting is now std)	1	REV
		Specify O2 bottle size.		
14-02-2244		MD, Track, Unistrut for Oxygen Rack	1	REV
14-02-3010	< >	MD, Electric O2 System w/Manual Bypass includes 12V solenoid, wiring, manual bypass - install bypass valve on action area wall near oxygen outlets	1	REV
14-02-3156	<	MD, O2 Regulator, Preset 50 PSI Ship Loose unless otherwise directed	1	REV
14-02-4156	< >	MD, O2 System, Ohio Style (2 Action Area, 1 Liner, 1 CS Wall)	1	REV
		Ohio style (2) oxygen outlets in action area (1) oxygen outlet in liner at head of cot (1) oxygen outlet CS wall at head of squad bench		
14-02-4920	>	MD, Lexan Flap, w/Hinge	1	REV
14-02-9045	< >	MD,Bracket, SCBA, Zico, UN-6-30-3-F-CRS, Each Located on wall 1 & 3 of compartment 4	2	REV
<b>SUCTION SYSTEM</b>			1	REV
14-03-3030		MD, Suction Pump, SSCOR 90206	1	REV
14-03-3045	>	MD, Suction Port	1	REV
14-03-3070	< >	MD, Suction System, SSCOR 23002 Disposable w/Canister Clip & Regulator NO Ohio style vacuum outlet - plumb hose from SSCOR canister through hole in AA wall panel Meets SAE J3043 Requirements	1	REV
<b>MISC MEDICAL</b>			1	REV
14-04-1200	< >	MD, Fire Extinguisher, 5# ABC with Surface Mount Brkt., Each HD Amerex Bracket #861H with Amerex 5LB fire extinguisher.	2	REV
14-04-12SR	X <	Technimount for Zoll X Series Part#100-00-xz; SR#2211162F Ref: SR#221799R-1 Technimount for Zoll X Series Part#100-00-xz; base and bracket  Installed on Telemetry tray	1	
14-04-50SR	X <	1" Spacer for Technimount Series 25 for Zoll SR#2211162F Ref: SR#221799F  1" Spacer for Technimount Series 25 for Zoll  1" spacer for Technimount bracket	1	
14-04-6202	<	MD, Acrylic Organizer, Paramedic Designs PD-7 Mounted between seat positions over squad bench, Per CA Drawings	1	REV

PART NO	S	DESCRIPTION	QTY	ID
<b>PAINT AND FINISH</b>			<b>1</b>	<b>REV</b>
15-00-0200		WC, Wheeled Coach Paint Process	1	REV
15-01-2011	< >	Module Paint, Paint other than OEM, Red or Metallic	1	REV
Note: Must state color with paint code and request a paint spray-out for approval.				
NOTE: When requesting a dark module color, REV Group Orlando recommends option 15-01-4010 to paint the roof sheet White. This will reduce heat transfer into the module and increase A/C system efficiency.				
15-01-5821	< >	Paint, Chassis, Window Sill Down, Red or Metallic	1	REV
Includes hood and jambs -Sikkens paint color/code: _____				
<b>PAINT STRIPING DESIGN</b>			<b>1</b>	<b>REV</b>
15-02-1200		Paint Belt, None	1	REV
<b>DECALS AND NOMENCLATURE</b>			<b>1</b>	<b>REV</b>
15-05-0038		WC, Ship Loose, W.C. Standard Items	1	REV
15-05-0055	>	MD, Spare Tire, OEM only, Ship Loose	1	REV
74-09-0099	<	Indemnification Statement	1	REV
The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.				
<b>End Of Order</b>			<b>1</b>	<b>REV</b>
<b>== Factory Ship Loose - EMS Equipment - 1.024 03/25/22 ==</b>			<b>1</b>	<b>REV</b>

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

May 9, 2022

#### Issue Statement

Request for Village Council action related to the adoption of an Ordinance Amending Various Sections of the Village of Forest Park Code to Eliminate the Plan Commission and Zoning Board of Appeals and Create a Planning and Zoning Commission in the Village of Forest Park, Cook County, Illinois

#### Background

The Village of Forest Park's Zoning Board of Appeals held a Public Hearing on February 21, 2022 to consider amendments to the Village's Zoning Code (Village of Forest Park, Petitioner) that sought to combine the Plan Commission and Zoning Board of Appeals into a single body. This action is very commonplace at the present time as many municipalities have gone this route; by combining both boards into a single body, this provides for efficiencies during the review and entitlement process. It is noted that no substantial changes were made to the zoning code in terms of rules, regulations or development standards. The proposed changes to the zoning code codify and effectuate the merging of these two recommending bodies. For all zoning matters, at least one (1) public hearing will still be required before the combined Planning and Zoning Commission; this commission is a recommending body only and final action on all matters will be voted upon by the Village Council following receipt of the Planning and Zoning Commission's recommendation.

The new Planning and Zoning Commission will have seven (7) members. The Mayor is presenting six (6) members for appointment to the new Commission for terms noted on the enclosed Resolution. Appointment of the seventh member will occur at a future Village Council meeting.

#### Attachments

- Ordinance amending Forest Park Zoning Code creating new Planning and Zoning Commission;
- Resolution appointing members to proposed Planning and Zoning Commission.

**ORDINANCE NO. O-\_\_\_\_-22**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF  
FOREST PARK CODE TO ELIMINATE THE PLAN COMMISSION AND ZONING  
BOARD OF APPEALS AND CREATE A PLANNING AND ZONING COMMISSION,  
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
(ZBA 2022-01)**

**WHEREAS**, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village of Forest Park (“Village”) the authority to amend provisions of its Zoning Code from time to time; and

**WHEREAS**, Section 9-10-4 of the Village Code authorizes the Village Board to consider amendments to the Forest Park Zoning Ordinance; and

**WHEREAS**, the Village has both a Zoning Board of Appeals and a Plan Commission that are charged with reviewing different aspects of zoning matters; and

**WHEREAS**, the Village desires to provide a high level of efficiency and effectiveness for processing zoning applications, promote efficiency for residents, property owners, volunteers, developers, and Village staff; and

**WHEREAS**, pursuant to the Village Municipal Code, the Village filed an application for an amendment and caused to be published notice of a public hearing before the Village’s Zoning Board of Appeals to consider a petition for Village Code text amendments to eliminate the Plan Commission and the Zoning Board of Appeals and create the Planning and Zoning Commission; and

**WHEREAS**, on February 21, 2022, the Village’s Zoning Board of Appeals held a public hearing in order to consider the application and testimony to the proposed text amendments of the Village’s Code, and recommended eliminating the Plan Commission and the Zoning Board of Appeals and creating the Village’s Planning and Zoning Commission; and

**WHEREAS**, the corporate authorities of the Village find it advisable, necessary and in the best interest of the Village to eliminate the Plan Commission and the Zoning Board of Appeals into one combined body called the Planning and Zoning Commission; and



**WHEREAS**, the corporate authorities of the Village desire to amend various sections of the Village Code in order to create the Planning and Zoning Commission and strike the references to the Plan Commission and Zoning Board of Appeals and to replace them with the Planning and Zoning Commission.

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

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

**Section 2.** Chapter 1, entitled “Plan Commission,” of Title 2, entitled “Boards and Commissions,” of the Village Municipal Code is hereby stricken in its entirety, and in lieu thereof as follows:

### **Chapter 1 –PLANNING AND ZONING COMMISSION**

#### **2-1-1 – Created, composition and terms.**

There is hereby established an advisory Planning and Zoning Commission that shall consist of seven (7) members to serve respectively for the following terms: two for one year, two for two years and three for three years. The successor to each member so appointed shall serve for a term of four years.

#### **2-1-2 – Members, appointments, removal, vacancy filling.**

All appointments to the Planning and Zoning Commission shall be made by the Mayor, with the advice and consent of the Council. All members of the Planning and Zoning Commission shall reside within the Village at the time of their appointment, and a member who moves outside of the Village shall not longer be eligible to serve on the Planning and Zoning Commission. One of the members so appointed shall be named as chairperson by the Mayor at the time of appointment. The Mayor and Council shall have the power to remove any member of the Planning and Zoning Commission for cause after public hearing. Vacancies shall be filled by the Mayor and Council as soon as possible for the unexpired term of any member whose place has become vacant. In the absence of the chairperson, an acting chairperson shall be appointed by the members of the Planning and Zoning Commission then present.

#### **2-1-3 – Meetings.**

All meetings of the Planning and Zoning Commission shall be held at the call of the chairperson, and at such other times as the Commission may determine.

All testimony by witnesses at any hearing provided for in this zoning ordinance shall be given under oath. The chairperson, or in his absence, the acting chairperson, may administer the oaths and compel the attendance of witnesses. All meetings of the Planning and Zoning Commission shall be open to the public. The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absence or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. No hearing shall be conducted without a quorum of the Planning and Zoning Commission being present. A quorum shall consist of a majority of all the members. Every rule or regulation and its amendment or repeal and every order, requirement, decision, or determination of the Planning and Zoning Commission shall immediately be filed in the office of the Village Clerk and shall be a public record.

#### **2-1-4 – Vote required.**

A majority vote of the members of the Planning and Zoning Commission present, provided a quorum is present, shall be necessary to reverse any order, requirement, decision, or determination of the Building Commissioner, or to decide in favor of the applicant on any matter upon which it is authorized by this Code to render a decision. The Planning and Zoning Commission shall make no recommendations except in a specific case and after public hearing.

#### **2-1-5 – Recommendation.**

After a public hearing as provided in Section 9-10-4 of this Code, the Planning and Zoning Commission shall make a written report and recommendation to the Mayor and Council on any matter coming before the Planning and Zoning Commission.

#### **2-1-6 – Jurisdiction and authority.**

The Planning and Zoning Commission is vested with the following jurisdiction and authority:

- (1) To hear and decide appeals from any order, requirement, decision, or determination made by the Zoning Administrator under this Code;
- (2) To hear and decide variations from the terms provided in this Code in the manner and subject to the standards set forth in Section 9-10-6;
- (3) To recommend changes and amendments to this Code and the official zoning map;
- (4) To prepare and recommend to the Mayor and Council a comprehensive plan for the present and future development or redevelopment of the Village. Such plan may be adopted in whole or in separate geographical or functional parts, each of which, when adopted, shall be the official

comprehensive plan, or part thereof, of the Village. This plan may include reasonable requirements with reference to streets, alleys, public grounds, and other improvements hereinafter specified. The plan, as recommended by the Planning and Zoning Commission and as thereafter adopted, may be made applicable, by the terms thereof, to land situated within the corporate limits and contiguous territory not more than one and one-half miles beyond the corporate limits and not included in any municipality. Such plan may be implemented by ordinances to implement the following provisions:

- (a) Establishing reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as herein defined;
  - (b) Establishing reasonable requirements governing the location, width, course, and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, stormwater drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment; and
  - (c) Designate land suitable for annexation to the municipality and the recommended zoning classification for such land upon annexation;
- (5) To recommend changes, from time to time, in the official comprehensive plan;
  - (6) To prepare and recommend to the Mayor and Council, from time to time, plans for specific improvements in pursuance of the official comprehensive plan;
  - (7) To give aid to the municipal officials charged with the direction of projects for improvements embraced within the official plan, to further the making of these projects, and, generally, to promote the realization of the official comprehensive plan;
  - (8) To hold public hearings in matters pertaining to applications for special use and amendments, and to submit reports to the Mayor and Council setting forth its findings and recommendations; and
  - (9) To exercise such other powers as may be conferred by the Mayor and Council.

**Section 3.** Chapter 2, entitled “Zoning Board of Appeals,” of Title 2, entitled “Boards and Commissions,” of the Village Municipal Code is hereby deleted in its entirety, and designated “Reserved.”

**Section 4.** Subparagraph 3 of paragraph B, entitled “Uncertainty of Boundaries,” of Section 9-2-2, entitled “Zoning Map and Boundaries,” of Chapter 2, entitled “Zoning Districts

and Supplementary Regulations,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

3. In the case of further uncertainty, the Planning and Zoning Commission shall interpret the intent of the zoning maps as to location of the boundary in question.

**Section 5.** Subparagraph 17, entitled “Denial,” of paragraph D, entitled “Requirements,” of Section 9-2-5, entitled “Antennas and Towers for Personal Wireless Services” of Chapter 2, entitled “Zoning Districts and Supplementary Regulations,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

17. Denial: If the Planning and Zoning Commission or Village Council shall make any decision to deny a request made pursuant to this section, the denial shall be made by the village within a reasonable amount of time in writing and supported by substantial evidence contained in a written record.

**Section 6.** The first paragraph of Section 9-3A-2, entitled “Conditional Use Regulations,” of Article A, entitled “R-1 Low Density Residential District,” of Chapter 3, entitled “Residential Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional uses is to be made to the Planning and Zoning Commission and after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendation as it may make to the Village Council for its action, all in accordance with the procedures specified in chapter 10 of this title:

**Section 7.** Subparagraph 4 of paragraph B, entitled “Intensity of Use,” of Section 9-3A-3, entitled “Lot Area Regulations,” of Article A, entitled “R-1 Low Density Residential District,” of Chapter 3, entitled “Residential Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

4. Lot depth to width ratio of the usable area of a lot shall not be greater than three to one (3:1), except by approval of the Planning and Zoning Commission, after a public hearing.

**Section 8.** The first paragraph of Section 9-3B-2, entitled “Conditional Use Regulations,” of Article B, entitled “R-2 Medium Density Residential District,” of Chapter 3,

entitled “Residential Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the village council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission and, after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedure specified in chapter 10 of this title:

**Section 9.** Subparagraph 4 of paragraph B, entitled “Intensity of Use,” of Section 9-3B-3, entitled “Lot Area Requirements,” of Article B, entitled “R-2 Medium Density Residential District,” of Chapter 3, entitled “Residential Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

4. Every lot or tract of land shall have a depth of not less than one hundred twenty feet (120'), and the depth to width ratio of the usable area of a lot shall be not greater than three to one (3:1) except by approval of the Planning and Zoning Commission after public hearing.

**Section 10.** The first paragraph of Section 9-3C-2, entitled “Conditional Use Regulations,” of Article C, entitled “R-3 High Density Residential District,” of Chapter 3, entitled “Residential Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission and after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedure specified in chapter 10 of this title:

**Section 11.** The first paragraph of Section 9-4A-2, entitled “Conditional Use Regulations,” of Article A, entitled “B-1 Neighborhood Shopping District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission and after

public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedure specified in chapter 10 of this title.

**Section 12.** The first paragraph of Section 9-4B-2, entitled “Conditional Use Regulations,” of Article B, entitled “B-2 Community Shopping District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission and after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedure specified in chapter 10 of this title.

**Section 13.** Paragraph C of Section 9-4B-3, entitled “District Restrictions,” of Article B, entitled “B-2 Community Shopping District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

C. No more than ten (10) persons shall be engaged in fabricating, repair and processing of materials, except that this provision shall not apply to the preparation of food in restaurants, cafes and soda fountains except by approval of the Planning and Zoning Commission after public hearing.

**Section 14.** The first paragraph of Section 9-4C-2, entitled “Conditional Use Regulations,” of Article C, entitled “DBD Downtown Business District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional uses may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission, and after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedure specified in chapter 10 of this title.

**Section 15.** Paragraph D, entitled “Nonconforming Uses,” of Section 9-4C-5-, entitled “Additional Regulations,” of Article C, entitled “DBD Downtown Business District,” of



Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

D. Nonconforming Uses: In the event that a nonconforming use of any building or zoning lot is discontinued for a period of ninety (90) days, the use of the same shall thereafter conform to the regulations of the district.

Notwithstanding the foregoing, an application to reestablish abandoned residential dwelling units above first floor retail that have units less than eight hundred (800) square feet may be authorized by the Village Council by ordinance after a public hearing conducted by the Planning and Zoning Commission, as provided in section 9-10-4 of this title, subject to the following requirements:

1. The principal structure must have been constructed prior to December 31, 2002.
2. The space being considered was last used for dwelling units, with no subsequent nonresidential uses.
3. No dwelling unit may be less than four hundred (400) square feet in size.
4. The total number of dwelling units within the principal structure cannot be more than previously existed.
5. The Planning and Zoning Commission and the Village Council make a finding that dwelling units less than eight hundred (800) square feet have been consolidated as reasonably possible to reduce overall density given the locations of windows and load bearing structures, and the architectural characteristics of the building.

**Section 16.** Paragraph B, entitled “Existing Parking,” of Section 9-4C-6, entitled “Parking Requirements,” of Article C, entitled “DBD Downtown Business District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

B. Existing Parking: Off street parking spaces existing as of April 10, 2006, shall not be altered or removed unless authorized by the Village Council by ordinance, and only after an application is made and after public notice and a hearing on said application by the Planning and Zoning Commission, using the procedures for variations outlined in subsection 9-10-6D of this title.

**Section 17.** The first paragraph of Section 9-5A-2, entitled “Conditional Use Regulations,” of Article A, entitled “I-1 Light Industrial District,” of Chapter 5, entitled “Industrial Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional use(s) may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for

conditional use is to be made to the Planning and Zoning Commission and after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedures specified in chapter 10 of this title.

**Section 18.** The first paragraph of Section 9-5B-2, entitled “Conditional Use Regulations,” of Article B, entitled “I-2 Industrial District,” of Chapter 5, entitled “Industrial Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

The following conditional use(s) may also be permitted by the Village Council in accordance with the procedures specified in this title. Application for conditional use is to be made to the Planning and Zoning Commission after public notice and hearing on the petition according to law, the Planning and Zoning Commission shall refer the petition with such recommendations as it may make to the Village Council for its action, all in accordance with the procedures specified in chapter 10 of this title.

**Section 19.** Section 9-5C-2, entitled “Findings,” of Article C, entitled “Sexually Oriented Business Overlay District,” of Chapter 5, entitled “Industrial Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

Based on evidence of the adverse secondary effects of adult uses on the communities, presented in hearings and in reports made available to the Planning and Zoning Commission (f/k/a Zoning Board of Appeals) and recommended to the Village Council, and on findings incorporated in the cases of Pap's A.M. v. City of Erie, 2000 U.S. Lexis 2347 (Mar. 29, 2000); City of Renton Playtime Theatres, Inc., 475 U.S. 41 (1986), Young v. American Mini Theatres, 426 U.S. 50 (1976), and Barnes v. Glen Theatre, Inc., 501 U.S. 560 (1991), Schultz v. City of Cumberland, 26 F.Supp.2d 1128 (W.D. Wisc. 1998), *aff'd in part, rev'd in part*, 2000 U.S. App. Lexis 23773 (7th Cir. 2000); Berg v. Health & Hospital Corp., 865 F.2d 797 (1989); DiMa Corp. v. Town of Hallie, 185 F.3d 823 (1999); Entertainment Concepts v. Maciejewski, 631 F.2d 497 (1980); Genusa v. City of Peoria, 619 F.2d 1203 (1980); Graff v. City of Chicago, 9 F.3d 1309 (1993); North Avenue Novelties, Inc. v. City of Chicago, 88 F.3d 441 (1996); and other cases; and on reports of secondary effects occurring in and around sexually oriented businesses, both in Cook County and in other communities including, but not limited to, Denver, Colorado - 1998; Rochester, New York - 2000; Indianapolis, Indiana - 1984; Kansas City, Missouri - 1998; Los Angeles, California - 1977; Newport News, Virginia - 1996; St. Paul, Minnesota - 1987/1988 supplemental study; Springfield, Missouri - 1986; New York, New York - 1994; Phoenix, Arizona - 1979; Tucson, Arizona - 1990; Garden Grove, California - 1991; Whittier, California - 1978; Adams County, Colorado - 1988; Manatee County, Florida - 1987;

Minneapolis, Minnesota - 1980; Las Vegas, Nevada - 1978; Ellicottville, New York - 1998; Islip, New York - 1980; New York Times Square study - 1994; New Hanover County, North Carolina - 1989; Cleveland, Ohio - 1977; Oklahoma City, Oklahoma - 1986/1992; Amarillo, Texas - 1977; Austin, Texas - 1986; Beaumont, Texas - 1982; Cleburne, Texas - 1997; Dallas, Texas - 1997; El Paso, Texas - 1986; Houston, Texas - 1983/1997; Bellevue, Washington - 1988; Des Moines, Washington - 1984; Seattle, Washington - 1989; St. Croix County, Wisconsin - 1993; and also on findings from the report of the attorney general's working group on the regulation of sexually oriented businesses (June 6, 1989, state of Minnesota), the Village Council finds:

**Section 20.** The second paragraph of Section 9-6-1, entitled “Purpose and Intent,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

A planned development may be granted as a conditional use in any zoning district by the Village Council, should it determine that the planned development is in the best interest of the Village, and it complies with all the standards established in this chapter. The Planning and Zoning Commission and Village Council may require any reasonable conditions of approval or design considerations that will promote proper development or benefit to the community. The purposes of a planned development are to:

**Section 21.** Paragraph A, entitled “General Standards,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

**9-6-2: PLANNED DEVELOPMENT STANDARDS:**

A. General Standards: The following criteria will be used by the Planning and Zoning Commission and Village Council to evaluate the suitability of proposed planned developments under this chapter. However, it is not intended that each and every one of these guidelines be rigidly conformed to, provided that reasonable cause for any departure from these guidelines is demonstrated.

**Section 22.** Paragraph C, entitled “Minimum Planned Development Size,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

C. Minimum Planned Development Size: The minimum size for a planned development shall be one-half ( $1/2$ ) acre. If a petitioner has hardship with the minimum size of the site due to certain unique characteristics such as, but not limited to, significant topographic change, significant trees or wooded areas,

wetlands, floodplain areas, soil conditions, utility easements or unusual shape or proportions, a waiver may be sought before the Planning and Zoning Commission, as part of the preapplication meeting described in section 9-6-4 of this chapter. The Planning and Zoning Commission, at its discretion, or at the request of the petitioner, may seek Village Council concurrence on the waiver prior to submission of a preliminary plan.

**Section 23.** Subparagraph 2 of Paragraph D, entitled “Maximum Lot Coverage,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

2. Bonus Area: The Planning and Zoning Commission may recommend and the village council may approve an increase in maximum lot coverage from sixty percent (60%) up to eighty five percent (85%) in residential districts and from eighty five percent (85%) to ninety percent (90%) in commercial and industrial districts. In order to qualify for this bonus, the development plan must demonstrate compliance with three (3) or more of the following performance criteria:

- a. Provide storm drainage detention/retention facilities having a capacity significantly and appreciably, at least one hundred twenty five percent (125%), in excess of what is required.
- b. Install storm drainage detention facilities underground.
- c. Increase parking lot landscaping by twenty five percent (25%) more than otherwise required.
- d. Design of principal access to the development tract at an approved location that allows for shared access by an adjacent property.
- e. Increase of parking spaces by ten percent (10%) more than required under chapter 8 of this title.
- f. Provide for mixed use development or include community facilities that further the goals, objectives and policies of the comprehensive plan. Use of highly innovative architectural, site planning and land use design is encouraged.
- g. Any other performance criteria that further the goals, objectives and policies of the comprehensive plan and that, in the opinion of the Planning and Zoning Commission and Village Council, warrant the approval of development bonuses.

**Section 24.** Subparagraph 2, entitled “Density Bonuses,” of paragraph E, entitled “Density Standards,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

2. Density Bonuses: The Planning and Zoning Commission may recommend and the Village Council may approve an increase of density under the following guidelines:

**Section 25.** Subparagraph 2, entitled “Building Height Exceptions,” of paragraph F, entitled “Building Height,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

2. Building Height Exceptions: The Planning and Zoning Commission may recommend and the village council may authorize a building height exception not to exceed twenty five percent (25%), under the following guidelines:

**Section 26.** Subparagraph 2, entitled “Setback Exceptions,” of paragraph G, entitled “Setbacks,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

2. Setback Exceptions: The Village Council, acting upon the recommendation of the Planning and Zoning Commission, in reviewing a planned development may decrease required yards of the planned development from the minimum required standard.

**Section 27.** Subparagraph 1 of paragraph J, entitled “Signage,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

1. Signage shall be in compliance with the Forest Park sign ordinance unless the applicant for a planned development elects to submit a comprehensive sign plan in addition to the submission of the other required development plan documents. The Planning and Zoning Commission may recommend and the Village Council may approve a comprehensive sign plan and such plan shall be made part of the conditional use approval.

**Section 28.** Subparagraph 5 of paragraph L, entitled “Other Requirements,” of Section 9-6-2, entitled “Planned Development Standards,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

5. Other technical studies deemed necessary to permit the Planning and Zoning Commission to adequately assess the impacts of the proposed project.

**Section 29.** Paragraph C, entitled “Plan Commission Work Session,” of Section 9-6-3, entitled “Administrative Procedures,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby re-named and amended as follows:

C. Planning and Zoning Commission Work Session: Prior to formal application for a conditional use, the applicant may submit the sketch plan for review at a work session held with the Planning and Zoning Commission. This work session is not mandatory, but is highly encouraged. A meeting will be arranged by the director of public health and safety.

**Section 30.** Subparagraph (12) of paragraph b, entitled “Existing Conditions Documentation,” of paragraph 1, entitled “Petition Content,” of Paragraph B, entitled “Preliminary Planned Development Submittal Requirements,” of Section 9-6-4, entitled “Preliminary Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

(12) Other existing conditions data as may be required by the director of public health and safety, Planning and Zoning Commission or the village council.

**Section 31.** Subparagraph (15) of paragraph c, entitled “Project Design Features,” of paragraph 1, entitled “Petition content,” of Paragraph B, entitled “Preliminary Planned Development Submittal Requirements,” of Section 9-6-4, entitled “Preliminary Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

(15) The applicant may be required to provide, at the applicant's expense, additional clarification and/or further detail of the site plan as determined necessary by the Zoning Administrator or the Planning and Zoning Commission.

**Section 31.** Subparagraph (21) of paragraph c, entitled “Project Design Features,” of paragraph 1, entitled “Petition content,” of Paragraph B, entitled “Preliminary Planned Development Submittal Requirements,” of Section 9-6-4, entitled “Preliminary Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:



(21) The petitioner shall clearly show the location and general design of any proposed streets, major storm water drainage facilities, main utility lines and facilities, and other features deemed necessary by the Planning and Zoning Commission and Village Council on all of the contiguous property holdings of such developer, his agents, trustees, beneficiaries or owners, whether or not said contiguous land holdings are intended for immediate development.

**Section 32.** Paragraph C, entitled “Preliminary Planned Development Review Procedures,” of Section 9-6-4, entitled “Preliminary Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

C. Preliminary Planned Development Review Procedures: The review procedure for a preliminary planned development shall be consistent with the procedures described below:

1. Initiation: The owner of the property, lessee or contract purchaser for which a planned development conditional use permit is sought may initiate a request for a conditional use permit.

a. Written notice is to be made by the petitioner.

(1) The petitioner shall provide an affidavit in which the applicant: a) lists the names and addresses of the record owners and occupants of each parcel of property located within two hundred fifty feet (250') of the subject property, excluding public streets and rights of way; and b) states under oath that the list is true and correct to the best of the applicant's knowledge and belief. An original notice shall be submitted to the village to be filed and a copy of the notice is to be mailed to such property owners, said notice to be in the form set forth below:

*You are hereby notified that the undersigned has filed an application for a planned development with the Village of Forest Park. The purpose of this application is to (provide brief description of project). This matter will be considered by the Planning and Zoning Commission at the Forest Park Village Hall, 517 Des Plaines Avenue, Forest Park, IL 60130, on (day of week, month, date, year at time - A.M. or P.M.). The Commission meetings are open to the public and you are welcome to participate in this meeting. (Signature of applicant).*

(2) After a completed application has been filed for a planned development conditional use permit and accepted as complete to form and substance, the director of public health and safety shall set the date for a public hearing thereon before the Planning and Zoning Commission, and shall cause notice thereof no less than fifteen (15) nor more than thirty (30) days prior thereto to be published in a newspaper of general circulation. The applicant shall pay the cost of publication.

2. Procedure For Decision; Planning and Zoning Commission And Village Council Action:

a. Public Hearing: The Planning and Zoning Commission shall hold a public hearing on an application for a planned development conditional use permit in compliance with the notice requirements of subsection 9-10-4C of this title. At the hearing, all interested parties shall have an opportunity to be heard.

b. Planning and Zoning Commission Action:

(1) Within ninety (90) days after the close of the public hearing, the Planning and Zoning Commission shall vote to recommend approval or denial, or approval with conditions on the planned development to the village council by a simple majority of those commissioners present and voting.

(2) The village council shall act to approve, deny, or approve with conditions the planned development conditional use permit within ninety (90) days of the village council's first meeting following receipt of the Planning and Zoning Commission recommendation.

3. Written Findings Of Fact: The Planning and Zoning Commission in its recommendations with regard to an application for a planned development must set forth specific written findings of fact on each standard, as expressed in section 9-6-2 of this chapter.

4. Conditions On Planned Development: The Planning and Zoning Commission may recommend and the Village Council may impose conditions in authorizing a planned development to make such use more compatible with the use, enjoyment and development of adjacent and nearby properties, to make the use more compatible with the character of the area in which it is located and to eliminate any adverse effect on adjacent and nearby properties and the neighborhood. Any such conditions must be set forth as part of the action approving the planned development.

**Section 33.** Subparagraph 1 of paragraph D, entitled “Public Hearing and Actions on Preliminary Development Plan,” of Section 9-6-4, entitled “Preliminary Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

1. Review and actions on the part of the Planning and Zoning Commission and village council shall take place in accordance with this chapter. The Planning and Zoning Commission may recommend approval, disapproval or approval with amendments, conditions or restrictions with respect to the preliminary development plan.

**Section 34.** Paragraph C, entitled “Final Planned Development Review Procedures,” of Section 9-6-5, entitled “Final Development Plan,” of Chapter 6, entitled “Planned Unit

Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

C. Final Planned Development Review Procedures: Once the conditional use permit has been granted, the applicant may submit for a review meeting by the Planning and Zoning Commission to ensure that the final plan is consistent with the preliminary plan.

1. Planning and Zoning Commission Procedures For Review:

a. Public Meeting: The final plan and supporting data shall be filed with the director of public health and safety and forwarded to the Planning and Zoning Commission for determination whether the final plan is in conformity with these regulations and in agreement with the approved preliminary plan.

b. Planning and Zoning Commission Action: Within sixty (60) days of the date the item first appears on the Planning and Zoning Commission agenda, the Planning and Zoning Commission shall vote to recommend approval or denial, or approval with conditions of the planned development conditional use permit to the village council by a simple majority of those Planning and Zoning Commissioners present and voting.

2. Written Findings Of Fact: The Planning and Zoning Commission in its recommendations with regard to an application for a planned development conditional use permit must set forth specific written findings of fact on each standard, as expressed in section 9-6-4 of this chapter.

**Section 35.** Paragraph D, entitled “Village Council Procedures for Review,” of Section 9-6-5, entitled “Final Development Plan,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

D. Village Council Procedures For Review: The Village Council shall hold a meeting to act to approve, deny or approve with conditions the planned development conditional use permit within ninety (90) days of the village council's first meeting following receipt of the Planning and Zoning Commission recommendation.

**Section 36.** The first paragraph of Section 9-6-12, entitled “Impact of Planned Development,” of Chapter 6, entitled “Planned Unit Developments,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

Where the Planning and Zoning Commission makes a finding that the planned development may increase the demand for village services or the need for open space, the village council may require that a portion of the planned development shall be dedicated to public purposes. Where the village council determines that the resulting public land area would not be functionally appropriate due to its

small area or location, the village may require the developer to pay cash in lieu of the land required. The cash contributions in lieu of land shall be based upon the fair market value of the areas of land in the planned development that otherwise would have been dedicated as public lands. The developer shall submit an independent appraisal showing the fair market value of such improved land in the area of the development or other evidence thereof and final determination of said fair market value per acre of such improved land shall be made by the village council based upon such information submitted by the developer and from other sources which may be submitted to the village council at its request.

**Section 37.** Paragraph B of Section 9-7-2, entitled “Applicability and Authority,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

B. Upon recommendations by the Planning and Zoning Commission, site plans may be approved by the Village Council in accordance with the procedural provisions of this chapter. Any application for site plan approval which is accompanied by an application for a variance, conditional use, or zoning map amendment shall not be acted upon by the village council until after a public hearing and recommendation before the Planning and Zoning Commission, to the Village Council.

**Section 38.** Paragraph E, entitled “Landscaping Plan,” Section 9-7-5, entitled “Contents of Site Plan,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

E. Landscaping Plan: A landscape plan shall be required for all developments requiring site plan approval, except for permitted uses in the DBD downtown business district. Such landscape plan shall conform with the requirements specified in this subsection; provided, however, that such requirements may be modified on a case by case basis as part of the site plan approval process by the Planning and Zoning Commission and village council after considering site conditions and special circumstances.

1. Entryways And Building Perimeter Landscaping: Entryways and the perimeter within the development shall be landscaped. The scale and nature of landscaping materials shall be appropriate to the size of the structures. Large scale buildings, for example, should generally be complemented by larger scaled plants. Plant material shall be selected for its form, texture, color, pattern of growth and adaptability to local conditions.

2. Site Perimeter Landscaping: Shade trees shall be provided around the perimeter of the site. Tree spacing along the front lot line shall be at a rate of the greater of one tree or one tree for every forty (40) linear feet within a minimum five feet (5') wide planting area; and spacing along each of the side lot lines and the rear lot line combined shall be at a rate of one tree for every

seventy five (75) linear feet within a minimum three foot (3') planting area. The required number of trees based on the length of the side and rear property lines may be grouped anywhere on the perimeter where space is available subject to the review and approval as part of the site plan approval process. Approved driveways and other features approved by the Planning and Zoning Commission and the Village Council that interfere with required landscaping may be excluded when calculating the linear footage of any lot line.

3. Parking Lot Landscaping: For proposed off street parking areas, the following landscape requirements are intended to screen parking areas from adjoining use areas and prevent the creation of large expanses of unlandscaped parking surfaces. The approval of any such alternative groupings of landscaping shall be subject to discretionary approval as part of the site plan approval process by the plan Planning and Zoning Commission and the Village Council. The requirements are established for two (2) areas, the parking lot landscape islands and the parking lot perimeter:

a. Parking Lot Landscape Islands:

(1) Parking lot landscape islands are encouraged in parking lots greater than twenty (20) spaces in size at the end of each parking row, and one every twenty (20) spaces when rows have forty (40) or more parking spaces.

(2) When provided, parking lot landscape islands shall be the same size as a parking space and planted with one shade tree and shall be provided with suitable ground cover.

(3) No landscaping within the landscape islands may obstruct visibility for vehicles entering, maneuvering in or exiting the parking area.

b. Perimeter Parking Lot Landscaping:

(1) A perimeter parking lot landscape area shall be at least three feet (3') wide and extending the full length of the landscaped area.

(2) Landscaped areas outside of shrub masses shall be planted with grass or other ground cover.

c. Across From Or Adjoining Nonresidential Property: Where a parking lot is located across a dedicated public right of way from or adjoins property zoned for a nonresidential use, or designated for nonresidential use in the comprehensive plan, landscaping shall be provided across fifty percent (50%) of the street frontage to a minimum of three feet (3') in height at maturity. Such landscaping may consist of shrubbery, decorative masonry walls or decorative fencing (excluding wood and chainlink).

d. Across From Residential Property: Where a parking lot is located across a dedicated public right of way from property zoned for a residential district, or designated for a residential use in the comprehensive plan, landscaping shall be provided across one hundred percent (100%) of the parking lot perimeter facing the public street (except for intersecting drives, signs and other obstructions to landscaping) to a minimum of three feet (3') in height at maturity. Such landscaping may consist of shrubbery, decorative masonry walls or decorative fencing (excluding wood and chainlink).

4. Contents Of Landscape Plan: All landscape plans submitted for approval shall contain or have attached thereto the following information:

- a. The location, quantity, size and name, both botanical and common names, of all proposed planting materials;
- b. Proposed grading of any berms at one foot (1') intervals;
- c. Specifications of the type and boundaries of all proposed ground cover;
- d. Elevations of all fences proposed for location on the site;
- e. Elevations, cross sections and other details as determined by the director of public health and safety.

**Section 39.** Paragraph F, entitled “Additional Information,” Section 9-7-5, entitled “Contents of Site Plan,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

F. Additional Information: Other information that may reasonably be required by the director of public health and safety, Planning and Zoning Commission or village council to adequately assess the proposal which may include:

1. A traffic study examining the impacts of development, as well as any new roads/intersections on current and projected traffic flow and level of service;
2. A report examining the estimated impacts of the proposed development on the school district or a letter from the school district outlining its estimates of the impacts of the proposed development;
3. Estimated impacts on and capabilities of emergency services including, but not limited to, fire, police and emergency medical services, and their respective response time;
4. An examination of the impacts of the proposed development on available recreational facilities in the village, as well as any proposed mitigation measures.

**Section 40.** Paragraph F, entitled “Notice,” of Section 9-7-6, entitled “Administrative Procedures,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

F. Notice: The applicant shall provide a written affidavit in which the applicant: 1) lists the names and addresses of the owners of record and occupants of each parcel of property immediately adjoining the subject property, excluding public streets and rights of way; and 2) states under oath that the list is true and correct to the best of the applicant's knowledge and belief. One original of a notice is to be mailed to the director of public health and safety and copies to such property owners, said notice to be in the form set forth below: (Ord. O-44-02, 8-12-2002; amd. Ord. O-24-05, 6-13-2005)

*You are hereby notified that the undersigned has filed a site plan approval application with the Village of Forest Park. The purpose of this application is*

*to (provide brief description of project). This matter will be considered by the Planning and Zoning Commission at the Forest Park Village Hall, 517 Des Plaines Avenue, Forest Park, IL 60130, on (day of week, month, date, year at (time - A.M. or P.M.)). The Planning and Zoning Commission meetings are open to the public and you are welcome to participate in this meeting. (Signature of applicant).*

**Section 41.** Paragraph A, Section 9-7-7, entitled “Plan Commission Review,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby renamed and amended as follows:



#### **9-7-7: PLANNING AND ZONING COMMISSION REVIEW:**

A. Planning and Zoning Commission Recommendation: Within sixty (60) days of the date the site plan first appears on the agenda of the Planning and Zoning Commission for action, the Planning and Zoning Commission may vote to recommend approval or denial of the site by a majority of those Zoning and Planning Commissioners present and voting. If the Planning and Zoning Commission fails to vote within ninety (90) days after the item has first appeared on the Planning and Zoning Commission agenda, the Planning and Zoning Commission shall be deemed to have recommended denial, unless such date is extended as mutually agreed upon by the applicant and the Zoning and Plan Commission. Any decision by the Planning and Zoning Commission shall be provided to the Village Council in written form detailing its findings based on the review of the site plan standards.

B. RESERVED.

**Section 42.** Section 9-7-8, entitled “Village Council Action,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

Upon recommendation of the Planning and Zoning Commission, the Village Council may take the following actions:

A. Village Council Action To Approve: Upon recommendation of the Planning and Zoning Commission, if the Village Council determines that the site plan meets all the requirements of this chapter, the Village Council shall approve the application by the adoption of an ordinance authorizing such site plan. A copy of the ordinance approving the site plan shall be sent regular mail to the applicant and property owner.

**Section 43.** The first paragraph of Section 9-7-9, entitled “Standards for Site Plan Approval,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

In reviewing and determining whether to approve or disapprove a site plan, the Planning and Zoning Commission and Village Council shall consider the following criteria listed below, as appropriate:

**Section 44.** Paragraph A, entitled “General Conditions,” of Section 9-7-10, entitled “Conditions on Plans,” of Chapter 7, entitled “Site Plans,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

A. General Conditions: In considering any site plan, the Planning and Zoning Commission may recommend and the Village Council may establish reasonable and appropriate conditions upon the approval of a site plan.

**Section 45.** Subparagraph 6 of paragraph B, entitled “General Requirements,” of Section 9-8-1, entitled “Off Street Parking,” of Chapter 8, entitled “Off Street Parking and Loading,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

6. Before issuance of a building permit, the director of public health and safety shall obtain the approval of the Planning and Zoning Commission for all such plans requiring six (6) or more off street parking spaces.

**Section 46.** Subparagraph 3 of paragraph C, entitled “Structural Additions and Enlargements,” Section 9-9-4, entitled “Nonconforming Buildings and Structures,” of Chapter 9, entitled “Nonconforming Uses, Buildings and Structures,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

3. Planning and Zoning Commission Hearing: An application for an addition or enlargement to a nonconforming structure that does not meet the provisions of subsection C1 or C2 of this section, may be authorized by the village council by ordinance after a public hearing conducted by the Planning and Zoning Commission, as provided in subsection 9-10-4C of this title.

**Section 47.** Section 9-9-5, entitled “Procedures,” of Chapter 9, entitled “Nonconforming Uses, Buildings and Structures,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Application: Applications for a change to a nonconforming building, structure or use shall be filed in accordance with the requirements of section 9-10-8 of this title.

B. Public Hearing: When required, a public hearing shall be set, noticed, and conducted by the Planning and Zoning Commission or the zoning administrator or his designee in accordance with subsection 9-10-4C of this title.

C. Action By Planning and Zoning Commission: Within sixty (60) days after the conclusion of the public hearing, the Planning and Zoning Commission shall render a written recommendation to the village council, recommending either granting the application for a change to the nonconforming building, structure or use; granting the application with conditions; granting a change to the nonconforming building, structure or use less than or different from that sought in the application; or denying the application. The failure of the Planning and Zoning Commission to act within sixty (60) days, or such further time to

which the applicant may agree, shall be deemed a recommendation for the denial of the application for a change to the nonconforming building, structure or use.

D. Action By Zoning Administrator: Within thirty (30) days after the conclusion of the public hearing held by the zoning administrator, the zoning administrator shall render a written recommendation to the village council either granting the application for a change to the nonconforming building, structure or use; granting the application with conditions; granting a change to the nonconforming building, structure or use less than or different from that sought in the application; or denying the application. The failure of the zoning administrator to act within thirty (30) days, or such further time to which the applicant may agree, shall be deemed a recommendation for the denial of the application for a change to the nonconforming building, structure or use.

E. Action By Village Council: Within forty five (45) days after the receipt of the recommendation of the Planning and Zoning Commission or the zoning administrator or his designee, or their failure to act as above provided, the village council shall either deny the application or, by ordinance duly adopted, shall grant the application with or without modification or conditions. The failure of the village council to act within such forty five (45) days, or such further time to which the applicant may agree, shall be deemed a denial of the application for a change to the nonconforming building, structure or use.

**Section 48.** Section 9-10-5, entitled “Appeals,” of Chapter 10, entitled “Administration and Enforcement,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Authority: The Planning and Zoning Commission shall hear and decide appeals from, and review orders, decisions, determinations or the failure to act of the director of public health and safety acting pursuant to his authority and duties under this title, and to that end the Planning and Zoning Commission shall have the same powers and be subject to the same standards and limitations as the director of public health and safety with respect to any order, decision or determination being appealed.

B. Purpose: The appeal procedure is provided as a safeguard against arbitrary, ill considered or erroneous administrative decisions. It is intended to avoid the need for resort to legal action by establishing local procedures to review and correct administrative errors. It is not, however, intended as a means to subvert the clear purposes, meanings or intents of this title or the rightful authority of the director of public health and safety to enforce the requirements of this title. To these ends, the reviewing body should give all proper deference to the spirit and intent embodied in the language of this title and to the reasonable interpretations of that language by those charged with the administration of this title.

C. Parties Entitled To Appeal: An application for appeal to the Planning and Zoning Commission may be filed by any person aggrieved by an order,

decision, determination or failure to act of the director of public health and safety acting pursuant to his authority and duties under this title.

D. Procedures:

1. Application: An application for appeal to the Planning and Zoning Commission shall be filed not later than forty five (45) days after the action being appealed and in accordance with the requirements of this chapter.

2. Action By Director Of Public Health And Safety: Upon receipt of a properly completed application for an appeal, the director of public health and safety shall forthwith transmit to the Planning and Zoning Commission the application together with all papers constituting the record upon which the action appealed from was taken.

3. Public Hearing: A public hearing shall be set, noticed and conducted by the Planning and Zoning Commission in accordance with subsection 9-10-4B of this chapter.

4. Action By Planning and Zoning Commission: Within sixty (60) days after the close of the public hearing, the Planning and Zoning Commission shall render a decision on the appeal in the manner and form as the commission may establish. Such decision may reverse, affirm or modify, in whole or in part, the action appealed from and may include such order or determination as, in the opinion of the Planning and Zoning Commission, is proper to be made in the premises. The failure of the Planning and Zoning Commission to act within such sixty (60) days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the appeal.

E. Stay Of Proceedings: An application for appeal properly filed pursuant to subsection D of this section, shall stay all proceedings in the furtherance of the action appealed from, unless the director of public health and safety certifies to the Planning and Zoning Commission after the application for appeal has been filed with the director of public health and safety that, by reason of facts stated in the certificate, a stay would, in the director of public health and safety's opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed other than by a restraining order which may be granted by the Planning and Zoning Commission or by the circuit court on application, upon reasonable written notice to the director of public health and safety and on due cause shown.

F. Right To Hear Variation In Deciding Appeals: In any case where the application for appeal is accompanied by an application for variation in such form as determined by the director of public health and safety, the Planning and Zoning Commission shall hear, review and make a recommendation to the village council on such variation in such form as may be established by the Planning and Zoning Commission.

G. Conditions And Limitations On Rights Granted By Appeal: In any case where this title imposes conditions and limitations upon any right, any such right granted by the Planning and Zoning Commission on appeal shall be subject to such conditions and limitations in the same manner and to the same extent as if secured without the necessity of an appeal.

**Section 49.** Paragraph D, entitled “Procedures,” of Section 9-10-6, entitled “Variations,” of Chapter 10, entitled “Administration and Enforcement,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

D. Procedures:

1. Application: Applications for variations shall be filed in accordance with the requirements of section 9-10-8 of this chapter.

2. Public Hearing: A public hearing shall be set, noticed, and conducted by the Planning and Zoning Commission in accordance with subsection 9-10-4C of this chapter.

3. Action By Planning and Zoning Commission: Within sixty (60) days after the conclusion of the public hearing, the Planning and Zoning Commission shall render a written recommendation to the village council, recommending either granting the application for a variation; granting the application with conditions; granting a variation less than or different from that sought in the application; or denying the application. The failure of the Planning and Zoning Commission to act within sixty (60) days, or such further time to which the applicant may agree, shall be deemed a recommendation for the denial of the variation.

4. Action By Zoning Administrator: Within thirty (30) days after the conclusion of the public hearing held by the Zoning Administrator, the Zoning Administrator shall render a written recommendation to the village council either granting the application for a variation; granting the application with conditions; granting a variation less than or different from that sought in the application; or denying the application. The failure of the Zoning Administrator to act within thirty (30) days, or such further time to which the applicant may agree, shall be deemed a recommendation for the denial of the variation.

5. Action By Village Council: Within forty five (45) days after the receipt of the recommendation of the Planning and Zoning Commission or the Zoning Administrator, or their failure to act as above provided, the village council shall either deny the application or, by ordinance duly adopted, shall grant the variation with or without modification or conditions. The failure of the village council to act within such forty five (45) days, or such further time to which the applicant may agree, shall be deemed a decision denying the variation.

**Section 50.** Section 9-10-7, entitled “Conditional Uses,” of Chapter 10, entitled “Administration and Enforcement,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Purpose: The purpose of this section is based upon the division of the village into districts, within which districts the use of land and buildings, and the use, bulk and location of buildings and structures in relation to the land are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, cannot be properly classified in any particular district or districts, without consideration, in each case, of the

impact of those uses upon neighboring land and of the public need for the particular use in the particular location. Such conditional uses fall into two (2) categories:

1. Uses publicly operated or traditionally affected with a public interest.
2. Uses entirely private in character, but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

B. Initiation Of Conditional Use: Any person evidencing and having a fee simple interest in land, or a possessory interest entitled in exclusive possession, or a contractual interest which may become a freehold interest or an exclusive possessory interest, and which is specifically enforceable, may file an application to use such land for one or more of the conditional uses provided for in this title in the zoning district in which the land is located.

C. Application For Conditional Use: An application for a conditional use shall be filed with the zoning administrator.

The application shall contain such information as the zoning administrator and Planning and Zoning Commission may require, but shall include, at a minimum:

1. Legal description and common address for the property;
2. Current plat of survey locating lot lines and all existing structures;
3. Consent and satisfactory evidence of possessory interest and/or ownership by affidavit, lease or contract to purchase and disclosure of beneficial trust, as applicable;
4. Existing zoning on subject property and within two hundred fifty feet (250'), exclusive of rights of way and alleys;
5. Proposed zoning and land use;
6. Site plan; and
7. Project impact statement describing the reasons for the conditional use and stating how the standards contained in subsection H of this section have been met.

The application shall be accompanied by such plans and/or data prescribed by the Planning and Zoning Commission, and shall include a statement in writing by the applicant and adequate evidence showing that the proposed conditional use will conform to the standards set forth in subsection H of this section.

D. Hearing On Application For Conditional Use: The Planning and Zoning Commission shall hold a public hearing on each application, at such time and place as shall be established by the commission. Such hearing shall be attended by the applicant or his authorized representative.

E. Notice Of Hearing: A public hearing shall be set, noticed, and conducted by the Planning and Zoning Commission in accordance with subsection 9-10-4C of this chapter.

F. Action By Planning and Zoning Commission: Within sixty (60) days of the conclusion of the public hearing, the Planning and Zoning Commission shall render a written recommendation to the village council, recommending either granting the application for conditional use; granting the application with conditions; or denying the application. The failure of the Planning and Zoning

Commission to act within sixty (60) days or such further time to which the applicant may agree, shall be deemed a recommendation for the denial of the conditional use.

G. Action By Village Council: Within forty five (45) days after the receipt of the recommendation of the Planning and Zoning Commission, or their failure to act as above provided, the village council shall either deny the application or, by ordinance duly adopted, shall grant the conditional use with or without modification or conditions.

1. The village council may stipulate such conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in subsection H of this section. In all cases in which conditional uses are granted, the village council shall require such evidence and guarantees as they may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

2. In all cases where the village council permits the establishment of a conditional use, the terms of the relief granted shall be specifically set forth in the ordinance or resolution, separate from any findings of fact in the case.

3. In all cases where the village council permits the establishment of a conditional use, the terms of the relief granted shall be deemed to relate to the particular zoning lot or lots, and not to individual owners of said lot or lots; provided, however, that such change in ownership be recorded with the zoning administrator, and provided that said new owner, through duly notarized documentation, agrees to the terms and conditions set forth in the resolution or ordinance granting such conditional use.

H. Standards: No conditional use shall be recommended by the Planning and Zoning Commission, unless they shall find:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;

2. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

4. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village of Forest Park; and

7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such



regulations may, in each instance, be modified pursuant to the recommendations of the commission.

I. Expiration Of Conditional Use: Once authorized by ordinance, a conditional use shall expire if such use is not commenced within one hundred eighty (180) days of the effective date of the ordinance by the authority of properly issued village permits, if construction and occupancy is not completed within twelve (12) months of the date permits were issued by the village, or if such use is abandoned for a period of one hundred eighty (180) consecutive days.

J. Maintenance Of Conditional Use: Every property that is governed by a conditional use shall at all times be maintained, used and kept in full conformance with the provisions of this code and those plans, specifications and special conditions expressly incorporated in any ordinance or resolution governing the construction and development permitted under such conditional use. The village council may, by ordinance, revoke any conditional use for failure to adhere to any of the conditions attached to the conditional use.

**Section 51.** Section 9-10-8, entitled “Hearings; Fees” of Chapter 10, entitled “Administration and Enforcement,” of Title 9, entitled “Zoning Regulations,” of the Village Municipal Code is hereby amended as follows:

Any person who may hereafter file with the zoning administrator or with the Planning and Zoning Commission an application for a change in zoning regulations, for a change to a nonconforming building or use, or any variation of the application of this title provided by law, shall pay to the village a fee of one hundred fifty dollars (\$150.00), plus shall pay the cost of any required legal notice publication and the cost of the hearing transcripts.

**Section 52.** The definition of “Commission,” located in Section 10-1-4, entitled “Definitions,” of Chapter 1, entitled “General Subdivision Provisions,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

COMMISSION: The Planning and Zoning Commission of the village.

**Section 53.** Section 10-2A-4, entitled “Approval,” of Article A, entitled “Preliminary Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Period Of Time For Consideration: The Planning and Zoning Commission shall act to approve or disapprove any application for approval of a preliminary plat within ninety (90) days from the date of application or the filing by the applicant of the last item of supporting data as required by this

article, whichever date is later, unless such time is extended by mutual consent of the Planning and Zoning Commission and the applicant.

B. Distribution Of Copies: If the preliminary plat is approved, the action of the Planning and Zoning Commission shall be entered on three (3) prints of the plat, one print to be retained by the Planning and Zoning Commission, one print to be returned to the applicant and one print to be transmitted to the mayor and village council accompanied by one copy each of all supporting data and documents submitted with the application for approval.

C. Duty Of Village Engineer: Approval by the village engineer will be required of the engineering proposals for improvements before approval of the final plat. However, in order that a determination may be had of the general feasibility of such proposals, the Planning and Zoning Commission or village engineer may require profiles showing existing ground surface and proposed street grades, including extensions for a reasonable distance beyond the limits of the subdivision, typical cross sections of proposed grading, preliminary plan of proposed storm and sanitary sewers with grades and sizes indicated and such other information as may reasonably be necessary.

D. Action By Mayor And Village Council: Within thirty (30) days after its next regular slated meeting following an action by the Planning and Zoning Commission to approve a preliminary plat, the mayor and village council shall act by resolution to accept or reject such plat. If accepted, the village clerk shall attach a certified copy of the resolution of acceptance of the plat; if rejected, the resolution shall state the reasons for the rejection, specifying with particularity the defects in which the proposed plat fails to conform to the official map or maps or satisfy the requirements of this article. One copy of the resolution shall be filed in the office of the village clerk and a copy shall be transmitted to the applicant.

E. Effect Of Approval: The approval of a preliminary plat shall not constitute acceptance of the subdivision plat for record.

F. Effective Period: Approval of the preliminary plat shall be effective for a maximum of twelve (12) months from the date of such approval. The mayor and village council may grant reasonable extensions of this period upon petition by the owner and subdivider. If the final plat has not been filed with the director of public health and safety within the period such approval is effective and the owner and subdivider desire to continue their request for final approval, it will be necessary for a new application for approval of a preliminary plat to be filed.

**Section 54.** Section 10-2A-5, entitled “Disapproval,” of Article A, entitled “Preliminary Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

If the preliminary plat is disapproved, the action of the Planning and Zoning Commission shall be entered on two (2) prints of the plat, one print to be retained by the Planning and Zoning Commission and one print to be transmitted to the applicant accompanied by a written statement setting forth the reason or reasons for disapproval and specifying with particularity the

aspects in which the proposed plat fails to conform to the ordinances including the official map or maps. A copy of such statement shall be forwarded to the mayor and village council.

**Section 55.** Subparagraph 5 of paragraph B, entitled “Channel Profiles,” of Section 10-2A-6, entitled “Stormwater Requirements,” of Article A, entitled “Preliminary Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

5. The high water elevations established herein. Where a limited number of high water observations or determinations have been established on a stream or channel, the subdivider's engineer shall, in drawing his profiles, extend or project the established high water elevation upstream or downstream from a single elevation approximately parallel to the streambed or flow line as surveyed by him.

If a subdivider believes that the established high water elevation or profile unreasonably restricts the layout of his proposed subdivision or its development or that an error has been made in its establishment, he may appeal to the Planning and Zoning Commission for a review thereof, and for a recommendation to the mayor and village council for an amendment to the elevations. No such amendment shall be made until a duly advertised public hearing on the amendment has been held on the proposed amendment before the Planning and Zoning Commission.

**Section 56.** Paragraph A, entitled “Filing,” of Section 10-2B-2, entitled “Application,” of Article B, entitled “Final Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Filing: After acceptance of the preliminary plat by the mayor and village council and within the time period set forth in subsection 10-2A-4D of this chapter, an application may be made for approval of the final plat. Such application shall be officially filed with the director of public health and safety who, within forty eight (48) hours after receipt, shall transmit same, including all documents relating thereto, to the Planning and Zoning Commission, and shall notify the mayor and village council in writing of such receipt and transmittal.

**Section 57.** Subparagraph 3 of paragraph D, entitled “Guarantee of Performance,” of Section 10-2B-2, entitled “Application,” of Article B, entitled “Final Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

3. In the case of lands zoned for industrial use, an agreement, acceptable to the village council after receipt of recommendations thereon from the Planning and Zoning Commission, which shall commit the owner and subdivider and his successors and assigns to install the required improvements in accordance with a specific schedule, attached to and made a part of such agreement, relating to the progress of property development within the subdivision. Such agreement shall recite in detail the stages of property development at which it shall become the obligation of the owner and subdivider to install specific improvements, and shall set forth a maximum time period after these obligations occur, within which time such improvements shall be installed. Such agreement, when executed, shall be recorded by the village in the office of the recorder in the county having jurisdiction prior to the recording of the plat.

**Section 58.** Section 10-2B-6, entitled “Approval or Disapproval,” of Article B, entitled “Final Plats,” of Chapter 2, entitled “Subdivision Plats,” of Title 10, entitled “Subdivision Regulations,” of the Village Municipal Code is hereby amended as follows:

A. Action By Planning and Zoning Commission:

1. Within forty (40) days from the date of the application or the filing by the applicant of the last item of supporting data required by this article, whichever date is later, the Planning and Zoning Commission shall transmit to the mayor and village council its recommendation to approve or disapprove the plat.

2. Such transmittal shall include two (2) copies of the final plat and of all documents, certificates and plans submitted in connection therewith and, in the event any variances from the requirements of this article are recommended or in the event the recommendation is to disapprove the plat, the letter of transmittal shall specifically call attention to such items and set forth the reasons therefor. A copy of the letter of transmittal shall also be forwarded to the applicant.

3. The forty (40) day time limit for Planning and Zoning Commission action may be modified if a time extension, as provided in subsection B of this section, is agreed to; in which event the mayor and village council shall notify the Planning and Zoning Commission of a new date within which its recommendation shall be transmitted.

B. Action By Mayor And Village Council: Following receipt of the Planning and Zoning Commission's recommendations and within sixty (60) days from the date of application for approval of a final plat or the filing by the applicant of the last item of supporting data required by this article, whichever date is later, the mayor and village council shall act by resolution to approve or disapprove the plat. The sixty (60) day time period may be extended by mutual agreement of the mayor and village council and the applicant.

1. If approved, the village clerk shall attach a certified copy of the resolution of approval to the plat and the mayor shall sign and the village clerk attest the following certificate on the face of the plat:

*The within final plat approved by the Mayor and Village Council of the Village of Forest Park, Illinois, this \_\_\_\_day of \_\_\_\_\_20\_\_A.D.*

*VILLAGE OF FOREST PARK By*

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

*ATTEST:*

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

2. If disapproved; the resolution shall state the reasons for disapproval, specifying with particularity the aspect, in which the proposed plat fails to conform to the official map or maps or to satisfy the requirements of this article.

3. One copy of the resolution shall be filed in the office of the village clerk and a copy, accompanied by the tracing of the plat and the ones of any accompanying plans and data, shall be transmitted to the applicant.

C. Effect Of Approval: Approval of the final plat shall not be deemed to constitute or effect an acceptance by any public body if the dedication of any street or other proposed public way or area shown on the plat.

**Section 59.** All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

**Section 60.** The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word or definition contained in this Ordinance can be changed to “Article,” “Chapter,” “Paragraph,” “Section,” or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors and definitions consistent with this Ordinance can be corrected with the authorization of the Village Attorney, or his or her designee.

**Section 61.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one

or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

**Section 62.** This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

APPROVED:

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

ATTEST:

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



**RESOLUTION NO. R-\_\_\_\_\_-22**

**A RESOLUTION APPOINTING THE INITIAL MEMBERS  
OF THE PLANNING AND ZONING COMMISSION**

**WHEREAS**, pursuant to Illinois Revised Statutes 5 ILCS 430/1-1, *et seq.* and the Village of Forest Park Municipal Code, the Mayor, with the advice and consent of the Village Council, shall appoint members to the newly created Planning and Zoning Commission for the Village of Forest Park; and

**WHEREAS**, the Mayor, with the advice and consent of the Village Council, has designated the following to serve as the initial members of the Planning and Zoning Commission for the Village of Forest Park for the term set opposite his/her name.

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

**Section 1:** That the corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

**Section 2:** Pursuant to Ordinance Number O-\_\_\_\_\_-22, amending the Village of Forest Park Municipal Code by providing for the elimination of the Plan Commission and the Zoning Board of Appeals, all current and holdover appointments to the Plan Commission and Zoning Board of Appeals are hereby terminated.

**Section 3:** That the Mayor, with the advice and consent of the Village Council, hereby appoints each of the following as a member (Chairperson, as noted) of the newly created Planning and Zoning Commission for the Village of Forest Park for the term set opposite his/her name:

<u>Name</u>	<u>Initial Term</u>
Kevin Hibbits	One-year term, expiring April 30, 2023
Ryan Russ	One-year term, expiring April 30, 2023
Scott Whitebone	Two-year term, expiring April 30, 2024
<b>Position Vacant</b>	Two-year term, expiring April 30, 2024
Kerri McBride	Three-year term, expiring April 30, 2025
Paul Price	Three-year term, expiring April 30, 2025
Marsha East, Chairperson	Three-year term, expiring April 30, 2025

**Section 4:** That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this \_\_\_\_\_ day of May, 2022.

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

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

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

APPROVED by me this \_\_\_\_\_ day of May, 2022.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of May, 2022.

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

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

MAY 9, 2022

#### Issue Statement

Request for Village Council action related to the adoption of a 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 2022 Alley Improvement Project

#### Background

Pursuant to discussions that have taken place at recent Village Council Meetings regarding potential infrastructure projects to be undertaken in the 2022 calendar year, staff is recommending that the Village Council authorize the execution of the attached engineering services proposal related to the reconstruction of two alleys in town.

The last alley rehabilitations took place in the 2019 calendar year. The attached alley improvement database/plan shows those alleys that shall be targeted for the next round of improvements. For the 2022 calendar year, the alleys that are between the 400 and 1100 blocks of Elgin and Harlem are being targeted for this year (2022); the alleys that are along the 900 block of Dunlop and Lathrop and the 800 block of Circle and Marengo are being targeted for the 2023 calendar year (hopefully more can be done in 2023, pending funding availability). The attached map notes the alleys in question.

Estimated project costs for the alleys in question (2022 alleys), including Phase I-III engineering, amount to as follows: 400 Block of Elgin / Harlem: \$85,000; 1100 Block of Elgin / Harlem: \$215,000. Of said amounts, 80% will be paid for out of the VIP Fund with the remaining 20% being paid for by sewer funds, as sewer improvements are accessory to the reconstruction of said alleys.

#### Attachments

1. Resolution approving engineering services agreement (Phases I and II);
2. Village of Forest Park Alley Map;
3. Photos of Existing Conditions.



BIG CITY ACCESS

SMALL TOWN CHARM

# VILLAGE OF FOREST PARK

## ALLEY IMPROVEMENTS

REVISED NOVEMBER 2021



0 400' 800' 1600'

### LEGEND

#### ALLEY CONDITION

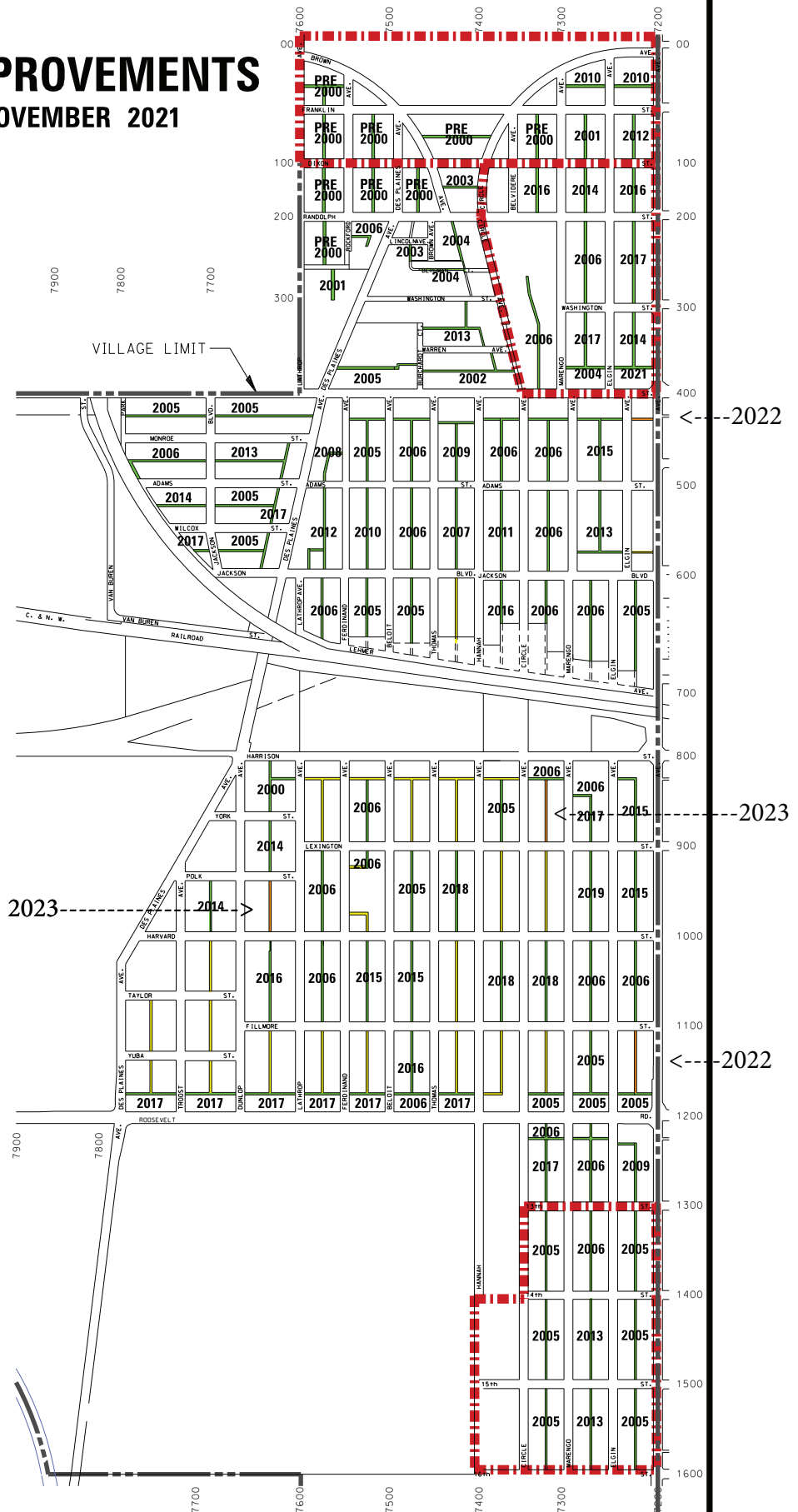
- RECONSTRUCTED WITH INVERTED CROWN
- AVERAGE (10-20 YEARS)
- POOR (8-10 YEARS)
- UNSERVICEABLE (< 8 YEARS)
- UNDER CONSTRUCTION

#### ALLEY INVENTORY

- 97 ALLEYS WITH INVERTED CROWN OR UNDER CONSTRUCTION  
59 NORTH SIDE, 38 SOUTH SIDE
- 20 ALLEYS NOT RECONSTRUCTED  
3 NORTH SIDE, 17 SOUTH SIDE

\* PARTIAL ALLEYS WERE COUNTED AS HALF RECONSTRUCTED, HALF NOT RECONSTRUCTED.

CDBG ELIGIBLE AREA



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

CLIENT:



VILLAGE OF  
FOREST PARK

DSGN.		TITLE:	
OWN.			
CMW.			
SCALE:	NSCALE:		
PLOT DATE:	DATE:		
CAD USER:	USER:		
FILE:	FILE:		
MODEL:	MODEL:		

ALLEY IMPROVEMENT EXHIBIT

PROJ. NO.	
DATE:	
SHEET OF	
DRAWING NO.	















**RESOLUTION NO. R-\_\_\_\_\_-22**

**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 2022 ALLEY IMPROVEMENT PROJECT**

WHEREAS, the Village of Forest Park ("Village") has undertaken to reconstruct the east-west portion of the 400 block of the Elgin-Harlem alley and the north-south portion of the 1100 block of the Elgin-Harlem alley using concrete pavement ("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 "2022 Alley Improvement Project - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Thirty-Five Thousand Eight Hundred Sixty and 00/100 Dollars (\$35,860.00) ("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 9<sup>th</sup> day of May, 2022.

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

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

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

APPROVED by me this 9<sup>th</sup> day of May, 2022.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of May, 2022.

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

**EXHIBIT A**

**2022 Alley Improvement Project –  
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

April 20, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: 2022 Alley Improvement Project - 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 2022 Alley Improvement 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 wants to reconstruct the east-west portion of the 400 block of Elgin-Harlem alley and the north-south portion of the 1100 block of the Elgin-Harlem alley. Both alleys will be constructed using a concrete pavement as done on previous alley projects within the Village.

It is our understanding that the Village will be using local funding to cover Design and Construction Engineering and a combination of Forest Park Water Fund and VIP fund to pay for the storm sewer and alley pavement construction costs respectively.

**Please note that this proposal does not include cleaning and televising of the existing sewer system. It is highly recommended that existing sewers be televised and evaluated prior to the alley improvements.**

## **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 the proposed alley locations. 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 right-of-way.

### **Task 2 – Pavement and Soils Investigation**

CBBEL will utilize our subconsultant, Rubino Engineering, to perform pavement cores. The results of the cores 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 right-of-way 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 qualified sewer construction.

**Task 7 – 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 \$35,680.00 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

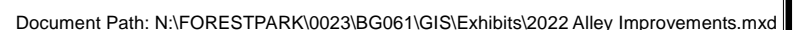
THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF FOREST PARK:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The map displays a section of Chicago's Forest Park area. Key features include:

- Waterways:** The Des Plaines River flows from the top left towards the bottom center.
- Highways:** The Eisenhower Expressway runs horizontally across the middle of the map.
- Streets:** A grid of streets is shown, including Monroe St., Adams St., Wilcox St., Jackson Blvd., Ferdinand Ave., Beloit Ave., Thomas Ave., Hannah Ave., Circle Ave., Marengo Ave., Elgin Ave., York St., Polk St., Harvard St., Fillmore St., Troost Ave., Yuba St., Dunlop Ave., Lathrop Ave., and 13th St. through 16th St.
- Public Transit:** Forest Park CTA Station and Harlem CTA Station are marked.
- Parks:** The Park District of Forest Park is indicated by a hatched area.
- Orientation:** A north arrow is located in the bottom left corner.
- Scale:** A scale bar at the bottom indicates distances in feet (0 to 1600) and miles (0 to 1).
- Boundaries:** Village Limits are marked on the north and south sides of the map.
- Watermark:** A large 'DRAFT' watermark is oriented diagonally across the map.

A map of the Village Limits (North Riverside) area. The map shows a network of roads including Des Plaines Ave, Industrial Dr, and Cermak Rd. The area is divided into several large, irregularly shaped lots. The map is oriented with North at the top. The text 'VILLAGE LIMITS (NORTH RIVERSIDE)' is written at the bottom. The number '7400' is written on the right side. The text 'DES PLAINES AVE.' is written along the road on the left. The text 'INDUSTRIAL DR.' is written above the road in the upper right. The text 'CERMAK RD.' is written below the road at the bottom left.





VILLAGE OF FOREST PARK  
2022 ALLEY IMPROVEMENT PROJECT  
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer				Survey					CAD Manager	GeoTech Sub	Total Hours	Total Cost
	V	IV	III	I/II	V	IV	III	II	I				
Rate (\$/hr)	\$210.00	\$175.00	\$155.00	\$125.00	\$230.00	\$210.00	\$185.00	\$150.00	\$115.00	\$195.00	\$1.00		
<b>Phase II - Design Engineering</b>													
Task 1 - Topographic Survey					1	2	2	12	12	10		39	\$ 6,150.00
Task 2 - Pavement and Soils Investigation											2350	0	\$ 2,350.00
Task 3 - Field Reconnaissance	2		8									10	\$ 1,660.00
Task 4 - Utility Coordination				4			8					12	\$ 1,980.00
Task 5 - Preparation of Plans and Specifications	20			120						8		148	\$ 20,760.00
Task 6 - Permitting	2			8								10	\$ 1,420.00
Task 7 - Bidding Assistance	4			4								8	\$ 1,340.00
												<b>Subtotal Cost =</b>	<b>\$ 35,660.00</b>
Subtotals	28	0	8	136	1	2	10	12	12	18		227	
Percentage of Hours	12.3%	0.0%	3.5%	59.9%	0.4%	0.9%	4.4%	5.3%	5.3%	7.9%		100.0%	
Total Personnel Cost	\$5,880.00	\$0.00	\$1,240.00	\$17,000.00	\$230.00	\$420.00	\$1,850.00	\$1,800.00	\$1,380.00	\$3,510.00	\$2,350.00	<b>Running Cost =</b>	<b>\$ 35,660.00</b>
												<b>Direct Cost =</b>	<b>\$ 200.00</b>
												<b>TOTAL COST =</b>	<b>\$ 35,860.00</b>



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY 2022**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

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, 2022.

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

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

May 9, 2022

#### Issue Statement

Request for Village Council action related to the adoption of a Resolution Authorizing the Award for the 15<sup>th</sup> Street Sewer Separation Project Contract to Uno Construction Co., Inc.

#### Background

In 2020, the Village filed a Community Development Block Grant (CDBG) application with Cook County for a sewer separation project along 15<sup>th</sup> Street between Circle and Marengo. This project is an extension of the Village's efforts to separate stormwater and wastewater collection facilities in said area; a mainline stormwater collection sewer was installed along Circle Avenue in 2020. This 15<sup>th</sup> Street project is the first of many planned extensions (pending available funding) of stormwater collection facilities that will eventually feed into the recently installed Circle mainline; such efforts increase the volume of stormwater collection capacity in said area while minimizing flooding impacts.

The estimated cost of this stormwater sewer extension/separation project amounts to \$377,000; \$360,000 of which will be paid for by the CDBG grant. The Village's project share portion amounts to \$40,000; said sum includes Phase III engineering expenses.

A bid opening for the project took place on April 27, 2022; the low bidder was Uno Construction Company at a sum of \$392,450.50. Said sum is just over \$15,000 more than the engineer's estimate for construction. It is possible that this project could be scaled down a touch, if desired, as \$40,000 of Village VIP funds were planned to be used as the project match. This local match is now approximately \$15,000 more. For example, one such alternative to consider is to end the planned stubbing of the storm sewer on the west side of the 15<sup>th</sup> Street/Marengo intersection from the east side. Should the stub end on the west side of the intersection, any future sewer expansion project will then have to account for a sewer extension through this intersection; stubbing of the sewer on the east side eliminates this need/disruption. The Village Engineer can work with Public Works Staff (as well as Commissioner Nero) on possible alternatives, should the Village choose the scale back the overall scope of this year's improvement.

#### Attachments

- Resolution awarding contract to Uno Construction for the 15<sup>th</sup> Street Sewer Extension Project (Circle to Marengo);
- Project Plans.

**RESOLUTION NO. R-\_\_\_\_\_ -22**

**A RESOLUTION AUTHORIZING THE AWARD FOR THE 15<sup>TH</sup> STREET SEWER SEPARATION PROJECT CONTRACT TO UNO CONSTRUCTION CO., INC.**

WHEREAS, the Village of Forest Park previously approved specifications and advertised for bids for the 15<sup>th</sup> Street Sewer Separation Project ("Project"); and

WHEREAS, on April 27, 2022, at 10:00 a.m., the bid results were publicly opened, read aloud and three (3) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	<b>COMPANY</b>	<b>BID</b>
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$376,765.50</i>
1	Uno Construction Co., Inc.	\$392,450.50
2	H. Linden & Sons Sewer and Water, Inc.	\$504,517.00
3	Mauro Sewer Construction, Inc.	\$559,746.50

WHEREAS, Uno Construction Co., Inc. was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Uno Construction Co., Inc. to be a lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Uno Construction Co., Inc. for the bid in the amount of Three Hundred Ninety-Two Thousand Four Hundred Fifty and 50/100 Dollars (\$392,450.50); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Three Hundred Ninety-Two Thousand Four Hundred Fifty and 50/100 Dollars (\$392,450.50); and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to Uno Construction Co., Inc., pursuant to the bid for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

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



Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Three Hundred Ninety-Two Thousand Four Hundred Fifty and 50/100 Dollars (\$392,450.50), with participation grant funding from Cook County through the Community Development Block Grant funding to the Village for the Project, for the amount not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00).

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 responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Three Hundred Ninety-Two Thousand Four Hundred Fifty and 50/100 Dollars (\$392,450.50).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 9<sup>th</sup> day of May, 2022.

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

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

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

APPROVED by me this 9<sup>th</sup> day of May, 2022.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of May, 2022.

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



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

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

April 28, 2022

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 15<sup>th</sup> Street Sewer Separation Project  
**Bid Results / Recommendation of Award**  
(CBBEL Project No. 00-23BG0104)

Dear Mr. Amidei:

On Wednesday, April 27, 2022 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 15<sup>th</sup> Street Sewer Separation Project. Three (3) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 376,765.50
1	UNO CONSTRUCTION CO. INC.	\$ 392,450.50
2	H. LINDEN & SONS SEWER AND WATER, INC.	\$ 504,517.00
3	MAURO SEWER CONSTRUCTION, INC.	\$ 559,746.50

Uno Construction Co., Inc. is the low bidder with a bid of \$392,450.50. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with Uno Construction Co., Inc. previously and they appear qualified to perform this work.

Please note that this project is receiving \$360,000.00 of funding from Cook County through the Community Development Block Grant (CDBG). Enclosed for your review is the bid tabulation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE  
Senior Project Manager

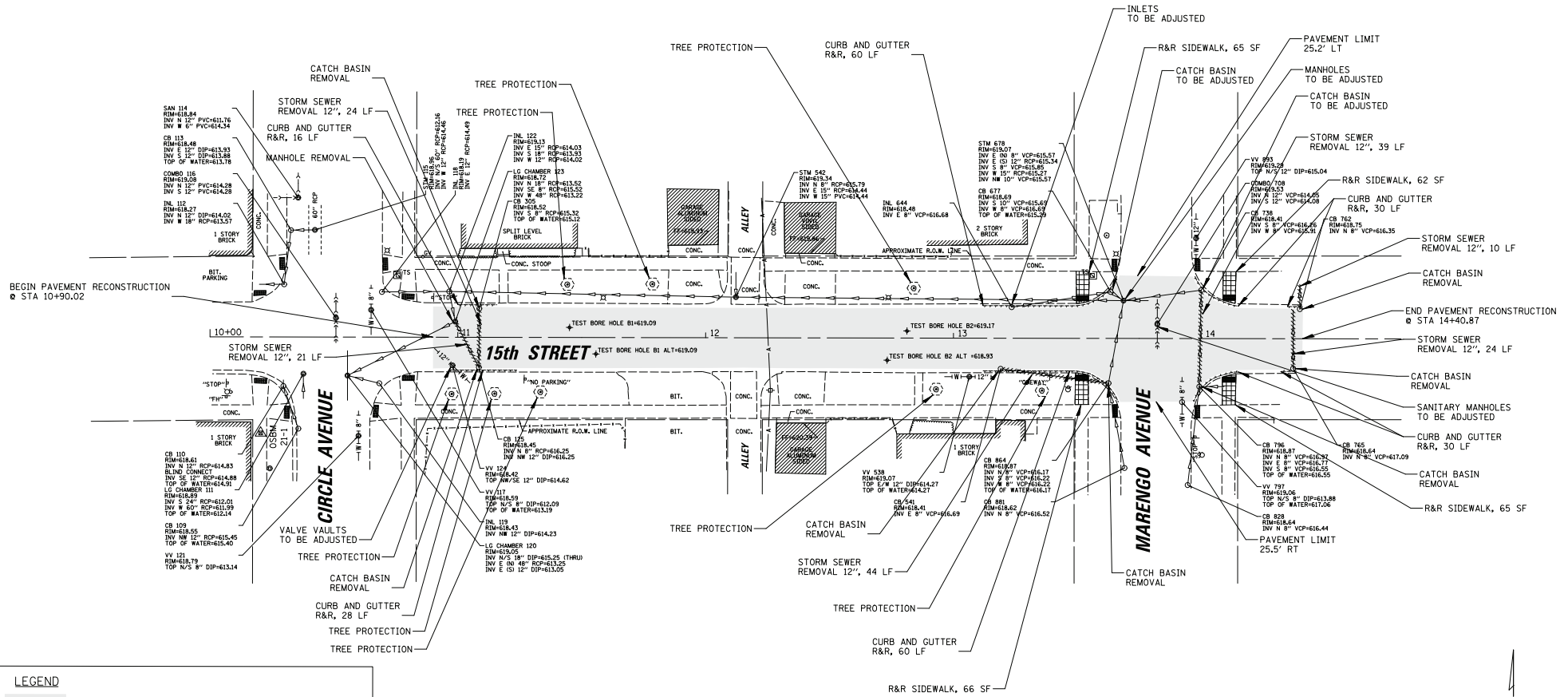
cc: Sal Stella – Village of Forest Park

# FOREST PARK - 15TH STREET SEWER SEPARATION PROJECT

## BID TABULATION

Design Firm Name: Christopher B. Burke Engineering  
Design Firm Project #: 0023.BG104  
Date: 4/27/2022

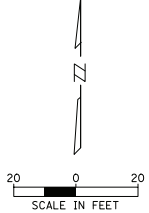
				ENGINEERS ESTIMATE		UNO CONSTRUCTION CO. 6037 BROOKBANK ROAD DOWNERS GROVE, IL 60516		H. LINDEN & SONS SEWER AND WATER INC 722 E. SOUTH STREET UNIT D PLANO, IL 60545		MAURO SEWER CONSTRUCTION 1251 REDEKER ROAD DES PLAINES, IL 60016		
				Bid Bond			YES		YES		YES	
				Addendum			YES		YES		YES	
SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	20101100	TREE TRUNK PROTECTION	EACH	8	\$150.00	\$1,200.00	\$10.00	\$ 80.00	\$200.00	\$ 1,600.00	\$250.00	\$ 2,000.00
	20200100	EARTH EXCAVATION	CU YD	70	\$60.00	\$4,200.00	\$50.00	\$ 3,500.00	\$52.00	\$ 3,640.00	\$50.00	\$ 3,500.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	35	\$60.00	\$2,100.00	\$125.00	\$ 4,375.00	\$52.00	\$ 1,820.00	\$100.00	\$ 3,500.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	35	\$50.00	\$1,750.00	\$45.00	\$ 1,575.00	\$59.00	\$ 2,065.00	\$50.00	\$ 1,750.00
	20800150	TRENCH BACKFILL	CU YD	320	\$50.00	\$16,000.00	\$45.00	\$ 14,400.00	\$51.00	\$ 16,320.00	\$50.00	\$ 16,000.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	500	\$10.00	\$5,000.00	\$15.00	\$ 7,500.00	\$16.00	\$ 8,000.00	\$20.00	\$ 10,000.00
	25200110	SODDING, SALT TOLERANT	SQ YD	500	\$15.00	\$7,500.00	\$20.00	\$ 10,000.00	\$20.00	\$ 10,000.00	\$20.00	\$ 10,000.00
	25200200	SUPPLEMENTAL WATERING	UNIT	2	\$30.00	\$60.00	\$100.00	\$ 200.00	\$1.00	\$ 2.00	\$500.00	\$ 1,000.00
	28000510	INLET FILTERS	EACH	10	\$200.00	\$2,000.00	\$5.00	\$ 50.00	\$140.00	\$ 1,400.00	\$150.00	\$ 1,500.00
	31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	60	\$10.00	\$600.00	\$11.00	\$ 660.00	\$6.00	\$ 360.00	\$10.00	\$ 600.00
	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	45	\$10.00	\$450.00	\$16.50	\$ 742.50	\$8.00	\$ 360.00	\$15.00	\$ 675.00
	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1175	\$15.00	\$17,625.00	\$45.00	\$ 52,875.00	\$12.00	\$ 14,100.00	\$20.00	\$ 23,500.00
	35800100	PREPARATION OF BASE	SQ YD	1175	\$2.50	\$2,937.50	\$2.50	\$ 2,937.50	\$3.00	\$ 3,525.00	\$5.00	\$ 5,875.00
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	10	\$40.00	\$400.00	\$25.00	\$ 250.00	\$23.00	\$ 230.00	\$40.00	\$ 400.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	830	\$0.10	\$83.00	\$0.10	\$ 83.00	\$1.00	\$ 830.00	\$0.05	\$ 41.50
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	180	\$110.00	\$19,800.00	\$117.50	\$ 21,150.00	\$124.00	\$ 22,320.00	\$120.00	\$ 21,600.00
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	110	\$120.00	\$13,200.00	\$135.00	\$ 14,850.00	\$180.00	\$ 19,800.00	\$150.00	\$ 16,500.00
	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	10	\$70.00	\$700.00	\$100.00	\$ 1,000.00	\$94.00	\$ 940.00	\$150.00	\$ 1,500.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	500	\$8.00	\$4,000.00	\$23.00	\$ 11,500.00	\$15.00	\$ 7,500.00	\$16.00	\$ 8,000.00
	42400800	DETECTABLE WARNINGS	SQ FT	50	\$40.00	\$2,000.00	\$50.00	\$ 2,500.00	\$52.00	\$ 2,600.00	\$80.00	\$ 4,000.00
	44000100	PAVEMENT REMOVAL	SQ YD	1175	\$22.00	\$25,850.00	\$10.50	\$ 12,337.50	\$10.00	\$ 11,750.00	\$15.00	\$ 17,625.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	20	\$25.00	\$500.00	\$10.00	\$ 200.00	\$10.00	\$ 200.00	\$19.00	\$ 380.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	250	\$5.00	\$1,250.00	\$1.00	\$ 250.00	\$10.00	\$ 2,500.00	\$15.00	\$ 3,750.00
	44000600	SIDEWALK REMOVAL	SQ FT	500	\$2.50	\$1,250.00	\$1.00	\$ 500.00	\$4.00	\$ 2,000.00	\$3.00	\$ 1,500.00
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	160	\$90.00	\$14,400.00	\$120.00	\$ 19,200.00	\$94.00	\$ 15,040.00	\$110.00	\$ 17,600.00
	550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	350	\$250.00	\$87,500.00	\$165.50	\$ 57,925.00	\$425.00	\$ 148,750.00	\$375.00	\$ 131,250.00
*	56106600	ADJUSTING WATER MAIN, 12"	FOOT	22	\$305.00	\$6,710.00	\$110.00	\$ 2,420.00	\$180.00	\$ 3,960.00	\$400.00	\$ 8,800.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	7	\$3,500.00	\$24,500.00	\$3,500.00	\$ 24,500.00	\$4,000.00	\$ 28,000.00	\$5,000.00	\$ 35,000.00
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$6,500.00	\$6,500.00	\$5,000.00	\$ 5,000.00	\$4,000.00	\$ 4,000.00	\$4,000.00	\$ 4,000.00
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$9,600.00	\$9,600.00	\$10,000.00	\$ 10,000.00	\$15,000.00	\$ 15,000.00	\$14,500.00	\$ 14,500.00
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$11,000.00	\$22,000.00	\$12,000.00	\$ 24,000.00	\$18,000.00	\$ 36,000.00	\$19,500.00	\$ 39,000.00
	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	2	\$450.00	\$900.00	\$450.00	\$ 900.00	\$300.00	\$ 600.00	\$500.00	\$ 1,000.00
	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2	\$400.00	\$800.00	\$450.00	\$ 900.00	\$300.00	\$ 600.00	\$500.00	\$ 1,000.00
	60500040	REMOVING MANHOLES	EACH	1	\$700.00	\$700.00	\$150.00	\$ 150.00	\$300.00	\$ 300.00	\$500.00	\$ 500.00
	60500050	REMOVING CATCH BASINS	EACH	6	\$500.00	\$3,000.00	\$150.00	\$ 900.00	\$300.00	\$ 1,800.00	\$600.00	\$ 3,600.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	250	\$35.00	\$8,750.00	\$80.00	\$ 20,000.00	\$39.00	\$ 9,750.00	\$60.00	\$ 15,000.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	150	\$4.00	\$600.00	\$66.00	\$ 9,900.00	\$10.00	\$ 1,500.00	\$15.00	\$ 2,250.00
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	50	\$10.00	\$500.00	\$50.00	\$ 2,500.00	\$20.00	\$ 1,000.00	\$50.00	\$ 2,500.00
*	X0327172	REMOVE AND REPLACE SIGN AND SUPPORTS	EACH	4	\$400.00	\$1,600.00	\$15.00	\$ 60.00	\$200.00	\$ 800.00	\$1,000.00	\$ 4,000.00
*	X0327368	SANITARY SEWER, DUCTILE IRON, 12"	FOOT	20	\$175.00	\$3,500.00	\$95.00	\$ 1,900.00	\$274.00	\$ 5,480.00	\$500.00	\$ 10,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$10,000.00	\$10,000.00	\$15,000.00	\$ 15,000.00	\$50,000.00	\$ 50,000.00	\$59,000.00	\$ 59,000.00
*	Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	10	\$75.00	\$750.00	\$88.00	\$ 880.00	\$78.00	\$ 780.00	\$100.00	\$ 1,000.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00	\$4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	5	\$1,200.00	\$6,000.00	\$400.00	\$ 2,000.00	\$800.00	\$ 4,000.00	\$1,200.00	\$ 6,000.00
*	Z0067500	STEEL CASINGS, 16"	FOOT	25	\$200.00	\$5,000.00	\$200.00	\$ 5,000.00	\$127.00	\$ 3,175.00	\$350.00	\$ 8,750.00
*	N/A	COMBINED SEWER REMOVAL AND REPLACEMENT, 12"	FOOT	12	\$250.00	\$3,000.00	\$150.00	\$ 1,800.00	\$10.00	\$ 120.00	\$400.00	\$ 4,800.00
*	N/A	CONFLICT MANHOLE, 8' DIAMETER	EACH	1	\$15,000.00	\$15,000.00	\$10,000.00	\$ 10,000.00	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00
*	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$1.00	\$10,000.00	\$1.00	\$ 10,000.00	\$1.00	\$ 10,000.00	\$1.00	\$ 10,000.00
TOTAL						\$376,765.50		\$392,450.50		\$504,517.00		\$559,746.50
CDBG GRANT						\$360,000.00						



**LEGEND**

	PAVEMENT REMOVAL		EX CONC CURB AND GUTTER REMOVAL
	SIDEWALK/DRIVEAWAY REMOVAL AND REPLACEMENT		EX UTILITY REMOVAL
	DETECTABLE WARNINGS		TREE TRUNK PROTECTION

NOTE: BOTH SIDEWALK AND CURB REMOVAL AND REPLACEMENT (IN ADDITION TO WHAT IS DEPICTED ON THE PLANS) SHALL BE AT LOCATIONS DIRECTED BY THE ENGINEER



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

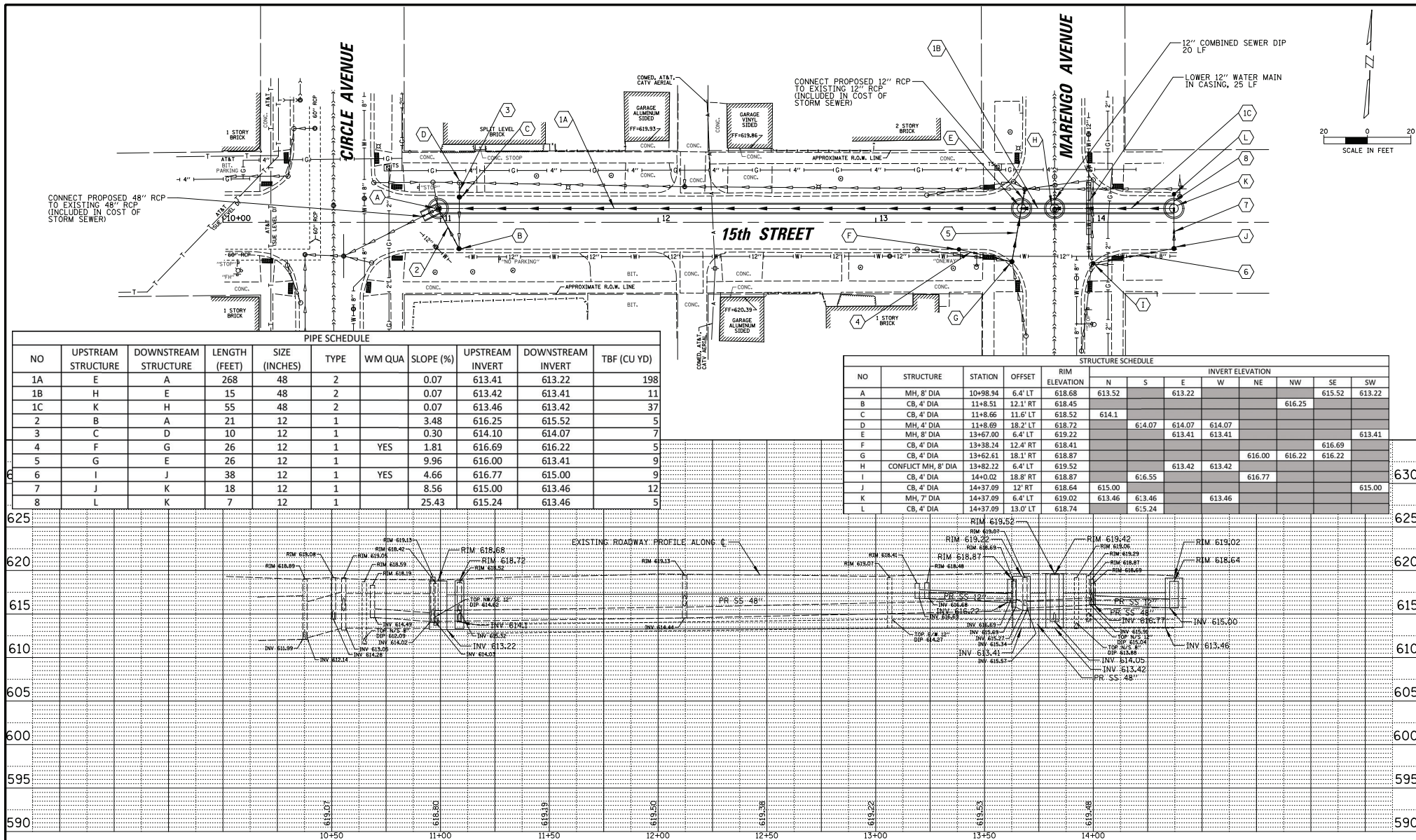


**VILLAGE OF FOREST PARK**  
 517 DES PLAINES AVENUE  
 FOREST PARK, ILLINOIS 60130

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**15TH STREET  
 SEWER SEPARATION IMPROVEMENTS  
 EX. CONDITIONS & PROPOSED PLAN**

PROJ. NO. 0023-BG104  
 DATE: 4/4/2022  
 SHEET 7 OF 11  
 DRAWING NO.  
**PRO**



NO	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	LENGTH (FEET)	SIZE (INCHES)	TYPE	WM QUA	SLOPE (%)	UPSTREAM INVERT	DOWNSTREAM INVERT	TBF (CU YD)
1A	E	A	268	48	2		0.07	613.41	613.22	198
1B	H	E	15	48	2		0.07	613.42	613.41	11
1C	K	H	55	48	2		0.07	613.46	613.42	37
2	B	A	21	12	1		3.48	616.25	615.52	5
3	C	D	10	12	1		0.30	614.10	614.07	7
4	F	G	26	12	1	YES	1.81	616.69	616.22	5
5	G	E	26	12	1		9.96	616.00	613.41	9
6	I	J	38	12	1	YES	4.66	616.77	615.00	9
7	J	K	18	12	1		8.56	615.00	613.46	12
8	L	K	7	12	1		25.43	615.24	613.46	5

STRUCTURE SCHEDULE												
NO	STRUCTURE	STATION	OFFSET	RIM ELEVATION	INVERT ELEVATION							
					N	S	E	W	NE	NW	SE	SW
A	MH, 8' DIA	10+98.94	6.4' LT	618.68	613.52		613.22				615.52	613.22
B	CB, 4' DIA	11+8.51	12.1' RT	618.45						616.25		
C	CB, 4' DIA	11+8.66	11.6' LT	618.52	614.1							
D	MH, 4' DIA	11+8.69	18.2' LT	618.72		614.07	614.07	614.07				
E	MH, 8' DIA	13+67.00	6.4' LT	619.22			613.41	613.41				613.41
F	CB, 4' DIA	13+38.24	12.4' RT	618.41							616.69	
G	CB, 4' DIA	13+62.61	18.1' RT	618.87					616.00	616.22	616.22	
H	CONFLICT MH, 8' DIA	13+82.22	6.4' LT	619.52			613.42	613.42				
I	CB, 4' DIA	14+0.02	18.8' RT	618.87		616.55			616.77			
J	CB, 4' DIA	14+37.09	12' RT	618.64	615.00							615.00
K	MH, 7' DIA	14+37.09	6.4' LT	619.02	613.46	613.46		613.46				
L	CB, 4' DIA	14+37.09	13.0' LT	618.74			615.24					

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



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

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
FILE NAME	N:\FORESTPARK\0023\B004\CH\W\RPP_0023_B004.SHT			

DSNL	GL
DWN	GL
CHKD.	JA
SCALE:	20'
PLOT DATE:	06/22/2022
CAD USER:	glffakes
	Default

**15TH STREET  
 SEWER SEPARATION IMPROVEMENTS  
 PLAN AND PROFILE**

PROJ. NO. 0023-B0104  
 DATE: 4/4/2022  
 SHEET 8 OF 11  
 DRAWING NO.  
**RPP**

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

MAY 9, 2022

#### Issue Statement

1. Staff discussion of bid results – Resurfacing of Jackson Boulevard from Des Plaines Avenue to Madison Street;
2. Request for Village Council action concerning the adoption of a Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Village of Forest Park Jackson Boulevard Lead Water Service Replacement Project (Madison Street to Des Plaines Avenue)

#### Background

1. The Village of Forest Park will be receiving funding from the Federal Surface Transportation Program (STP), via the North Central Council of Mayors, in an amount of \$418,000 to repave Jackson Boulevard from Des Plaines Avenue to Madison Street. Said portion of Jackson Street is on a designated Federal Aid Urban (FAU) Route, as it is an arterial/collector roadway and connects to other FAU routes. Projects such as these that are federally funded are administered by the Illinois Department of Transportation (IDOT). IDOT recently announced the bid results for the project; the low bidder was 3460 Lindahl Brothers, Inc. at a sum of \$485,406.90. With Phase III Engineering estimated to be approximately \$47,500; total project cost estimate amounts to \$532,906.90. The remaining balance of approximately \$114,906.90 of project costs will be covered by local Motor Fuel Tax Funds. Though no action is required to be taken by the Village Council regarding the award of this contract (IDOT makes said award), staff will need to be advised if the Council has any questions/comments/directives. Barring none, staff will advise IDOT on May 10 that the Village concurs with the award of this contract.
2. Staff along with the Village Council at recent Village Council Meetings have discussed the new “Lead Service Line” Replacement Law that went into effect on January 1 of this year (see attached three-page law summary document prepared by CBBEL). At the April 25, 2022 meeting, staff announced and suggested that the Village pause the planned Ferdinand Avenue Water Main Replacement Project for the 2022 calendar year and instead proceed with same in 2023 following possible receipt of State financial assistance monies that would be used to fund lead water service line replacements that are planned for said project – in addition to lead water service line replacements in other areas of the Village.

With the above said, to reiterate discussions at previous Council Meetings, the Jackson Boulevard resurfacing project must take place in calendar year 2022. Further, the water main along Jackson Boulevard is not in need of replacement, though there are approximately 9-10 lead water service lines along this route (which originate at the water main). Staff is recommending that the lead water service lines along Jackson Boulevard be replaced (in doing so, the existing lines will be moved off of an existing 6” water main and will be connected to the existing 12” transmission main, allowing for the future abandonment of this 6” water main) prior to the final surfacing of the new Jackson Boulevard pavement. Replacement of the lead water service lines along Jackson Boulevard, at this time, will prevent any required future efforts to excavate a newly paved roadway in 9-10 locations to effectuate these lead water service line replacements. Ideally, once this roadway is repaved, the Village will not have to return to said area until the next time the roadway requires a resurfacing, allowing the Village to focus its efforts in other areas of the Village that will require water main and lead water service line replacements over the course of the next 20 years or so. Attached is a scope of services/project

specifications document prepared by the Village Engineer as well as a draft bid booklet. The Village is proposing to bid this work and have it completed in tandem with the Jackson Boulevard project, ensuring that schedules are coordinated between the roadway contractor and the contractor who would be performing the lead water service line replacements (it is hoped that all improvements on Jackson will be completed by the end of September, if not earlier). Estimated cost of the lead water service replacements is around \$90,000+/-; these costs would be paid for using water fund monies.

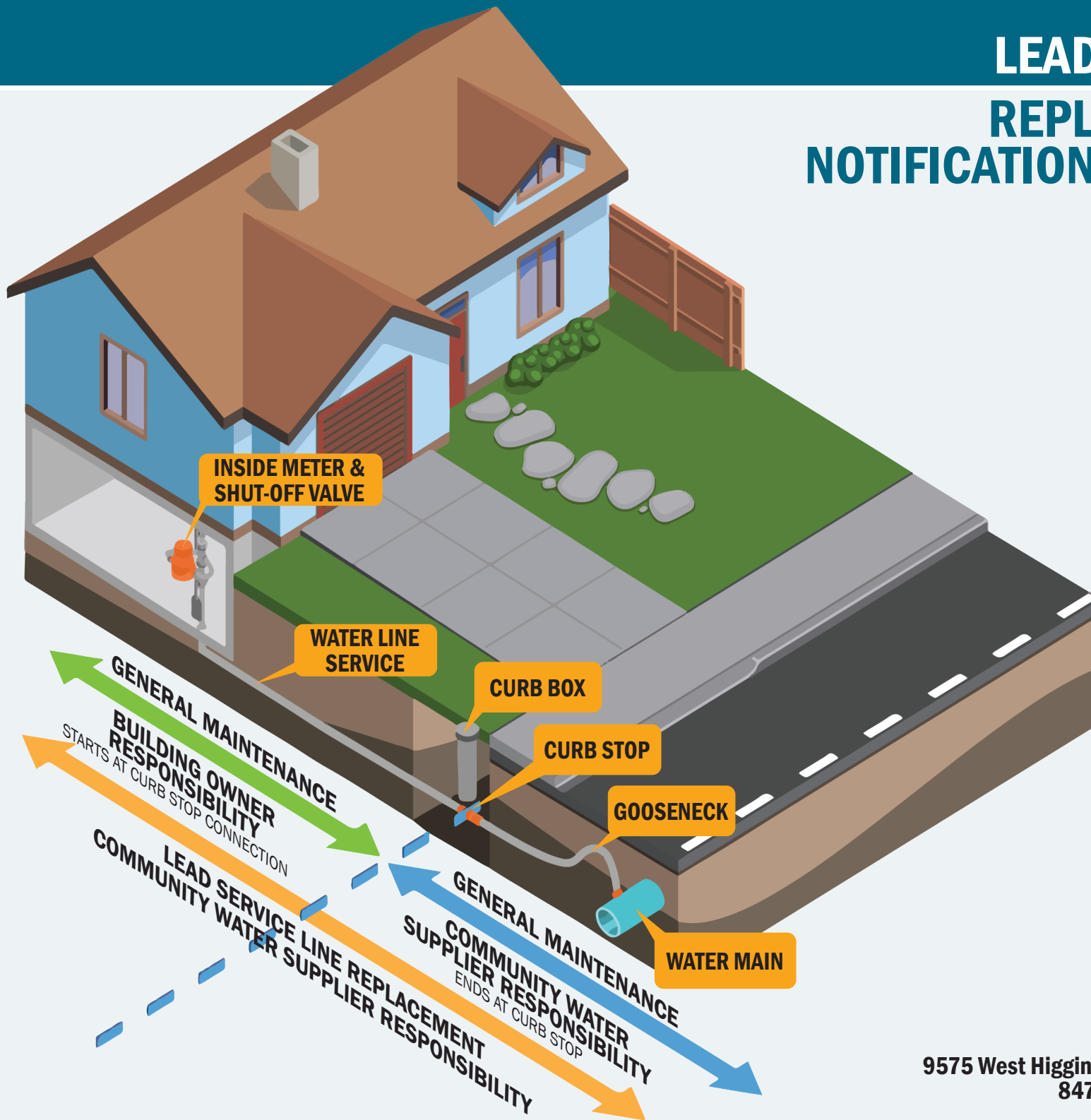
#### Attachments

1. Resolution approving scope/project specifications and authorizing bid process for lead service line replacements along Jackson Boulevard;
2. CBBEL informational document regarding new Lead Service Line Replacement Law;
3. Draft Specifications/Bid Book for Jackson Boulevard lead water service line replacements.

# LEAD SERVICE LINE REPLACEMENT AND NOTIFICATION ACT (LSLRNA)

PUBLIC ACT 102-0613

JANUARY 1, 2022



Christopher B. Burke Engineering, Ltd.

9575 West Higgins Road • Rosemont, IL 60018  
847-823-0500 • [www.cbbel.com](http://www.cbbel.com)



LEAD SERVICE LINE REPLACEMENT AND NOTIFICATION ACT (LSLRNA)

- Effective January 1, 2022
- Requires the owners and operators of Community Water Supplies to:
  - Develop, implement, and maintain a comprehensive Water Service Line Material Inventory and Lead Service Line Replacement Plan.
  - Provide notice to occupants of potentially affected buildings before any construction or repair work on the water mains or lead service lines.
  - Request access to potentially impacted buildings before replacing lead service lines.
- Prohibit partial lead service line replacements.

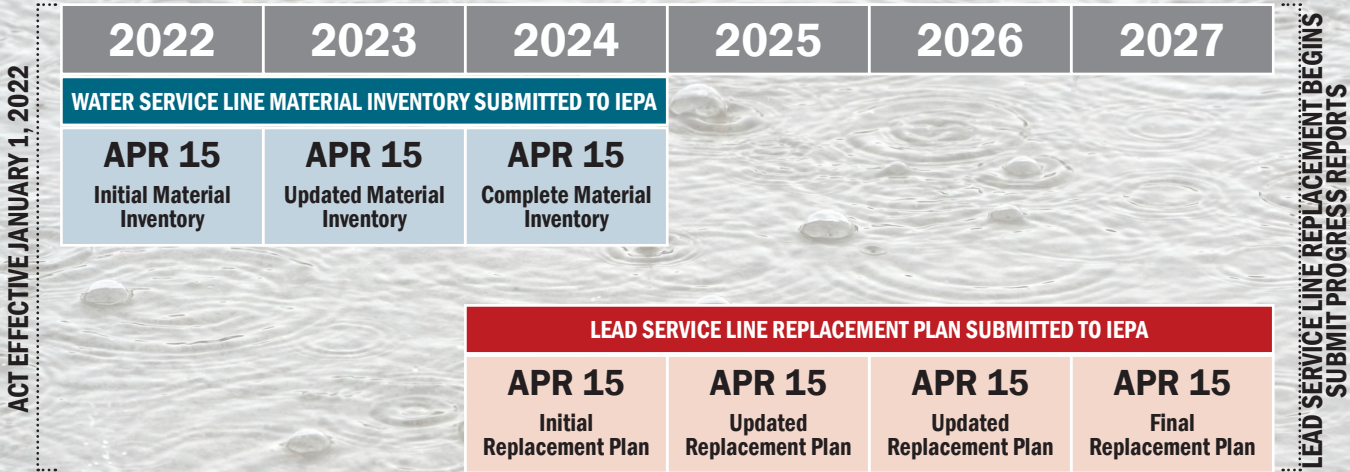
Number of Lead Service Lines	Annual Rate of Replacement	Completion Time (Years)
1,200 or fewer	7%	15
1,201 – 4,999	6%	17
5,000 – 9,999	5%	20
10,000 – 99,999	3%	34
100,000 or more	2%	50

WHAT ARE LEAD SERVICES LINE AND WHY ARE THEY A HEALTH RISK?

- In 1986, the United States Congress amended the Safe Drinking Water Act to prohibit the use of pipes, solder, or flux that were not “lead free”, currently defined as having a maximum lead content of no more than a weighted average of 0.25% of wetted surface of pipes, fittings, and fixtures.
- Lead can be introduced into the water supply through pipes and fixtures containing lead.
- Depending on the level of lead ingested, it can cause immediate or long-term deleterious effects on almost every organ.
- Children, less than six years old, and pregnant women are most susceptible to the effects of lead.
- According to IEPA, 680,000 lead-based service lines are still in operation in the State of Illinois.

KEY DEFINITIONS

- **Service Line** – The piping, tubing, and necessary appurtenances acting as a conduit from the water main, or source of potable water supply, to the building plumbing at the first shut-off valve or 18 inches inside the building.
- **Lead Service Line** – A service line made of lead, connected to a lead pigtail, lead gooseneck, or other lead fitting.
- **Suspected Lead Service Line** – A service line that a community water supply finds more likely than not to be made of lead.



WATER SERVICE LINE MATERIAL INVENTORY

Community Water Suppliers can no longer state that a service line material is “unknown”. Unknown water service lines shall be considered to be lead. The Community Water Supplier is required to develop and submit a Water Service Line Material Inventory to the Illinois Environmental Protection Agency (IEPA) containing the following information:

1. Total number of service lines connected to community water supply’s distribution system.
2. Material of construction for each service line connected to community water supply’s distribution system.
3. Number of suspected lead service lines newly identified since previously submitted Water Service Line Material Inventory.
4. Number of suspected or known lead service lines replaced since previously submitted Water Service Line Material Inventory, including replacement material.

Inspections shall be prioritized in the following “high risk” areas:

- Preschools and Daycare Centers
- Parks and Playgrounds
- Hospitals and Clinics

If a lead service line is identified, the owner or operator of the Community Water Supply shall attempt to notify the owner of the building and all occupants within **15 days**.

LEAD SERVICE LINE REPLACEMENT PLAN

The Community Water Supplier is required to develop and submit a Lead Service Replacement Plan to the IEPA:

Community Water Suppliers shall:

- **Replace each lead service line connected to the Community Water Supply in its entirety, from the water main to the building plumbing at the first shut-off valve or 18 inches inside the building. Partial lead service line replacements are prohibited.**
- Replace each galvanized service line connected to the Community Water Supply if it is or was connected downstream to lead piping.

For most Community Water Suppliers, lead service line replacements will need to be completed over a period of 15-20 years following IEPA approval of the Lead Service Line Replacement Plan.

On lead service line replacement projects, Community Water Suppliers are required to make a good faith effort to use contractors and vendors owned by minority persons, women, and persons with a disability for not less than 20% of the total contracts.

PROGRESS REPORTS







The owner or operator of the Community Water Supply is required to develop and submit a report to the IEPA detailing progress toward plan goals with the following information:

1. Number of lead service lines replaced and the average cost of lead service line replacement.
2. Progress toward meeting hiring requirements.
3. Percent of customers electing a waiver offered.
4. The methods used to finance lead service line replacement.



## PIPE IDENTIFICATION PROCEDURES

Each type of pipe will produce a different type of scratch, react to a magnet differently and produce a unique sound when tapped with a metal coin.

	 LEAD	 COPPER	 GALVANIZED
	Shiny Silver	Penny Copper	Dull Gray
	X	X	✓
	Dull Noise	Metallic Ringing	Metallic Ringing

## FUNDING

Low interest rate loans through the IEPA are currently available for lead service line replacement.

### IEPA Public Water Supply Loan Program (PWSLP)

- Total available funds in FY 2022: \$350 million at an interest rate of 1.11% for 20 years
  - Timeline for design engineering and loan approval is 12-18 months
  - Reduced interest rates available to small (<25,000 people) disadvantaged communities
  - 30-year repayment period available to disadvantaged communities
  - Principal Forgiveness Program
    - Watermain Projects: Applicant must meet low-income thresholds, then maximum of 50% of loan amount up to \$400,000 per project.
    - Lead Service Line Replacement Projects: No income threshold, maximum of \$4 million per project in FY 2022
- Over \$75 million in Principal Forgiveness for Lead Service Line Replacement projects is currently available, but communities must act fast, as obtaining loan approval takes time!**

### Bipartisan Infrastructure Bill

- \$15 billion for Lead Service Line Replacements across the country, estimated \$500 million for Illinois over five years (half as grants or principal forgiveness loans and half as low-interest loans)
- Timing of funding availability has not been finalized

## FREQUENTLY ASKED QUESTIONS (FAQ)

### 1. Who may perform lead service line replacement?

*A licensed plumber shall perform all work related to lead service line replacements.*

### 2. Can the Community Water Supply require a building owner to replace their private service in conjunction with a water distribution system project?

*Beginning on January 1, 2022, lead service lines must be replaced, in their entirety, by the Community Water Supplier as part of any planned or emergency water distribution system project. The LSLRNA allows for Community Water Suppliers to levy taxes to pay for lead service line replacements, but all lead service line replacement work, including on private property, must be coordinated by the Community Water Supplier.*

### 3. Will funding assistance for Lead Service Lines be available?

*Low interest rate loans through the IEPA are currently available for lead service line replacement. Per the Act, a 28-member Advisory Board will be established. Within 18 months after the effective date of the LSLRNA, the Advisory Board must establish dedicated long-term revenue options for funding lead service line replacements with focus on protecting low-income households.*

### 4. What are the procedures for notifying residents when performing scheduled lead service line replacement?

*45 days prior to conducting work, the owner or operator of a Community Water Supply shall attempt to contact the building owner by mail. If no response is received within 15 days of the initial request, the owner or operator shall post the request on the entrance to the building.*

### 5. What if the building owner does not allow access for lead service line replacement?

*A waiver developed by the Illinois Department of Public Health (IDPH) must be signed by the building owner. The building owner is then responsible for installing and maintaining point-of-use filters in perpetuity until the lead service line is replaced. If the building owner refuses to sign the waiver, IDPH must be notified in writing within 15 days.*

### 6. How do I address a lead service line encountered during an emergency repair?

*If immediate access for full lead service line replacement is not granted, partial repairs may be made. The owner of the building and all occupants must be notified and provided point-of-use filters by the Community Water Supplier. The remainder of the lead service line must be replaced within 30 days of the emergency repair (120 days if impacted by adverse weather).*

**For more information on the health effects of lead, visit the EPA's website at: [www.epa.gov/lead](http://www.epa.gov/lead)**



**For a summary of public water service line material inventories, visit: <https://www2.illinois.gov/epa/topics/drinking-water/public-water-users/Pages/lead-service-line-information.aspx>**



**A RESOLUTION APPROVING THE SPECIFICATIONS  
AND AUTHORIZING THE ADVERTISING OF BIDS  
FOR THE VILLAGE OF FOREST PARK  
JACKSON BOULEVARD LEAD WATER SERVICE REPLACEMENT PROJECT  
(Madison Street to Desplaines Avenue)**

WHEREAS, the Village of Forest Park ("Village") has approved and entered into a Local Public Agency Agreement for Federal Participation for the Illinois Department of Transportation ("IDOT") resurfacing for a certain section of Jackson Boulevard, generally between Madison Street and Desplaines Avenue, in the Village ("Road Project"), to be funded through a combination of a grant by the West Central Mayors and the Village matching share through use of Motor Fuel Tax ("MFT") Funds; and

WHEREAS, as part of the Road Project, the Village has identified up to ten (10) residential lead water service lines ("Lead Service Project") that are eligible to be replaced as part of and concurrent with the Road Project; and

WHEREAS, the Village desires to approve certain specifications and advertise for bids for the Lead Service Project.

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

**Section 1.      Approval of Specifications**

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications for the Lead Service Project, attached hereto as Exhibit A and made a part hereof ("Lead Service Project Bid Specifications").

Section 2.      Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process, for the Lead Service Project, pursuant to the Lead Service Project Bid Specifications.

Section 3.      Effective Date

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 9<sup>th</sup> day of May, 2022.

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

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

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

APPROVED by me this 9<sup>th</sup> day of May, 2022.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of May, 2022.

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

**EXHIBIT "A"**

**Lead Service Project Bid Specifications**

# Local Public Agency Formal Contract Proposal

## COVER SHEET

**Proposal Submitted By:**

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Jackson Boulevard Lead Service

### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Forest Park  
517 Des Plaines Ave, Forest Park, IL 60130 until 10:00 AM on 05/24/22.  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Council Chambers  
517 Des Plaines Ave, Forest Park, IL 60130 at 10:00 AM on 05/24/22.  
 Address Time Date

### DESCRIPTION OF WORK

Location	Project Length
Jackson Boulevard	

Proposed Improvement
Lead water services removal and replacement with copper pipes.

1. Plans and proposal forms will be available in the office of  
<http://cbbel.com/bidding-info/> or at [www.questcdn.com](http://www.questcdn.com)  
 Under Login using QuestCDN #8202368 for a non-refundable charge of \$30.00. A login will be required.

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



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Jackson Boulevard Lead Serv

### PROPOSAL

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

Contractor's Name

Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.  
and approved by the Department of Transportation on \_\_\_\_\_.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 15 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Forest Park.  
The amount of the check is \_\_\_\_\_ ( \_\_\_\_\_ ).

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Jackson Boulevard Lead Service

## CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Jackson Boulevard Lead Service

## SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert Names of Officers

President

Attest:

Secretary

Secretary

Treasurer

Schedule of Prices



Contractor's Name

Contractor's Address

City

State Zip Code

Local Public Agency

County

Village of Forest Park

Cook

Route(s) (Street/Road Name)

Jackson Boulevard Lead Service Replacement Project

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

SP	Item Number	Items	Unit	Quantity	Unit Price	Total
	N/A	VIDEOTAPING (INTERIOR AND EXTERIOR)	L SUM	1		
	N/A	WATER SERVICE INTERIOR RESTORATION	EACH	10		
	N/A	WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 1"	EACH	9		
	N/A	WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 2"	EACH	1		
	N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1"	EACH	9		
	N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 2"	EACH	2		
Bidder's Total Proposal						

This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - i. abide by the terms of the statement; and
  - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) 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 Section 5 of the Drug Free Workplace Act.
- (f) 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.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

**Grantee**

Signature of Authorized Representative	Date
Title of Authorized Representative	



**TABLE OF CONTENTS**

SPECIAL PROVISIONS.....	2
DESCRIPTION OF IMPROVEMENT .....	2
LOCATIONS OF IMPROVEMENT .....	2
RESPONSIBLE BIDDER REQUIREMENTS .....	2
AWARD OR REJECTION .....	4
CLEAN CONSTRUCTION DEBRIS DISPOSAL REQUIREMENTS .....	4
MAINTENANCE OF ROADWAYS .....	4
DUST CONTROL .....	4
VIDEOTAPING (INTERIOR AND EXTERIOR) .....	5
WATER SERVICE INTERIOR RESTORATION .....	6
WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 1” OR 2” .....	7
WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1” OR 2” .....	10

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2022, indicated on the Check Sheet included herein; all of which apply to and govern the construction of the **Jackson Boulevard Lead Service Replacement Project** for the Village of Forest Park, Illinois, and in case of conflict with any part, or parts, of said specifications, the said special provisions shall take precedence and shall govern.

### **DESCRIPTION OF IMPROVEMENT**

The work to be performed consists of removing existing lead water services to be replaced with Type K copper pipes. The work will also include all incidental and collateral work necessary to complete the improvements as shown and described herein.

### **LOCATIONS OF IMPROVEMENT**

The Contractor shall perform this work at the locations listed below.

<b>Address</b>	<b>Existing Diameter</b>	<b>Proposed Diameter</b>
7633 Jackson Blvd.	5/8"	1"
7635/7639 Jackson Blvd.	1 ½"	2"
7641 Jackson Blvd.	5/8"	1"
7643 Jackson Blvd.	5/8"	1"
7645 Jackson Blvd.	5/8"	1"
7647 Jackson Blvd.	5/8"	1"
7649 Jackson Blvd.	5/8"	1"
7655 Jackson Blvd.	5/8"	1"
7657 Jackson Blvd.	5/8"	1"
7640 Jackson Blvd.	¾"	1"

### **RESPONSIBLE BIDDER REQUIREMENTS**

The Village of Forest Park has responsible bidder requirements per the Village Code.

Bidders shall submit with their proposal the following documents:

- a. Documents evidencing compliance with all applicable laws and ordinances prerequisite to doing business in Illinois.
- b. A valid federal employer tax identification number, or, if an individual, a valid social security number.
- c. A statement of compliance with the equal opportunity employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375 (known as the Equal Opportunity Employer Provision).
- d. Certificates of insurance indicating minimum insurance coverages as set forth in a bid specification, including general liability workers' compensation, completed operations, automobile, hazardous occupations and products liability.
- e. Evidence of a written sexual harassment policy in compliance with the provisions of the Illinois Human Rights Act.
- f. A statement of compliance with the provisions of the Illinois Prevailing Wage Act.
- g. Evidence of compliance with the Substance Abuse Prevention on Public Works Projects Act.
- h. Evidence of relevant experience that indicates the necessary capacity to perform the project and adequate references verifying the quality of work performed.
- i. For Village public works construction projects (construction of new Village facilities, renovation of existing Village facilities or Village road and/or utility construction projects) over fifty thousand dollars (\$50,000.00), evidence of participation in apprentice and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor Office of Apprenticeship and Training or are reasonably equivalent to such programs.
- j. For Village construction projects (construction of new Village facilities, renovation of existing facilities or Village road and/or utility construction projects), responsible bidders must demonstrate a good faith effort toward providing equal employment opportunities for persons to work as craftpersons, laborers, workers or mechanics consistent with the racial, ethnic and gender demographics of the labor force available in the Illinois Department of Employment Security Chicago-Naperville-Joliet Metropolitan Division which consists of Cook DeKalb, DuPage, Grundy, Kane, Kendall, McHenry and Will Counties.

### **AWARD OR REJECTION**

The bidding requirements and conditions for contract award or rejection will follow IDOT-Bureau of Local Roads Check Sheet # 6, contained herein, with the following additions:

“The Village reserves the right to reduce the scope of work based upon Village budget constraints, without penalty or additional compensation to the contractor.”

### **CLEAN CONSTRUCTION DEBRIS DISPOSAL REQUIREMENTS**

All Removal or Excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price costs for the associated Removal or Excavation items in the Contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed Professional Engineer, and State and Local tipping fees.

### **MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985      Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

### **DUST CONTROL**

The Contractor shall take appropriate measures to control dust at all times along the entire project by means such as mechanical sweeper, water truck, or as directed by the Engineer. All concrete saw cutting shall utilize a “wet cutting method” and shall be thoroughly cleaned at the end of each working day. This work shall be included in the cost of the contract.

### **VIDEOTAPING (INTERIOR AND EXTERIOR)**

**Description.** The Contractor shall prepare preconstruction and post-construction video documentation of all home interior and exterior features that will be affected by construction.

**Video Requirements.** Video camera recorders shall be HD format equipment. Preconstruction and post-construction video documentation shall consist of a series of high-resolution color audio-video tapes. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document their preconstruction and post-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, landscape retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video.

For interior videotaping, the Contractor shall document all areas affected by the proposed work including existing foundation or slab cracks, or other existing damage. Video shall also be obtained following restoration of the building interior.

**Deliverable.** The Contractor shall provide two thumb drives each of the preconstruction and post-construction videos to the Engineer. Any video(s) that is/are deemed incomplete (or of poor quality) by the Engineer shall be corrected before payment for the work will be allowed.

**Basis of Payment.** This work shall be paid for at the contract LUMP SUM price for VIDEOTAPING (INTERIOR AND EXTERIOR). No progress payments for any work will be processed until the preconstruction and post-construction videotapes have been received and approved by the Engineer.

### **WATER SERVICE INTERIOR RESTORATION**

**Description.** This work consists of the interior restoration of buildings to repair any damages caused by the lead water service replacement work.

**General.** Interior restoration shall include removal, disposal, and replacement of structural components of the flooring and/or walls as well as restoration of flooring materials, drywall, trim, paint, etc. The interior of each building shall be restored to preconstruction conditions or better. Contractor shall be responsible for documenting the pre-project condition of each building. This work will be paid for separately as VIDEOTAPING (INTERIOR AND EXTERIOR).

**Method of Measurement and Basis of Payment.** This work shall be measured and paid for at the contract unit price each for EACH building/residence as WATER SERVICE INTERIOR RESTORATION, which payment shall be full compensation for all labor, materials, and equipment necessary to completely restore the interior of buildings with interior lead service replacement work to preconstruction conditions or better as specified

**WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 1" OR 2"**

**Description.** This work shall consist of the replacement of lead water services with Type K copper water services.

**General.** Where existing lead services are encountered on private property, exterior private water services shall be completely replaced. For any property where an existing private lead water service is encountered, the service shall be replaced as follows:

- Where the water meter is located inside the house, the private service shall be replaced from the b-box to the existing shut-off valve or 18-inches inside of the house. If there is no shut-off valve, the Contractor shall install a valve that meets the requirements of the current Illinois Plumbing Code. Water meters shall not be replaced.
- Where the water meter is located outside the house, the lead service shall be replaced from the b-box past the meter and 18-inches inside of the house. The water meter shall not be replaced

**Construction Requirements.** All work shall be performed in accordance with ANSI/AWWA Standard C810-17, Replacement and Flushing of Lead Service Lines and the Illinois Plumbing Code.

The Contractor shall install the water service pipe to the water meter by method of trenchless installation. The water service shall be one continuous length. The use of couplings, joints, etc. will not be allowed. If the Contractor plans on using the pipe pulling method, he/she shall have a horizontal directional drill on site in the event the pipe pulling method is unsuccessful. Upon approval of the Engineer, the Contractor may install the water service pipe in an open trench. If an open trench is utilized, the trench shall be backfilled with excavated material. The excavated material shall be compacted in 12-inch lifts to the satisfaction of the Engineer.

The water service material shall be 1-inch or 2-inch diameter Type K copper and shall match or be a larger size than existing. Compression type fittings with stainless steel inserts shall be used at each connection. Splicing of the water service pipe will not be permitted.

Coring of concrete floor slabs and foundation walls shall comply with the following:

**Coring of Concrete Floor Slabs**

For buildings without basements, the Contractor shall core drill the concrete floor slab to allow for penetration of the water service pipe. The use of breakers or concrete saws to cut through the floor slab will not be allowed. The Contractor shall exercise caution to prevent damage to the floor slab caused by the coring operation. After all work is completed, the cored hole shall



be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material.

#### Coring of Foundation Walls

For houses with basements, the service will be installed through the foundation/basement wall in lieu of the basement floor unless otherwise directed by the Engineer. The Contractor will be allowed to core drill through the basement wall as part of the same trenchless installation operation of the private service. If the Contractor is unable to perform this task, either by lack of satisfactory performance (as determined by the Village) or existing condition limitations, the service will be installed through the basement wall as follows:

An exterior pit shall be hand excavated. Hydro excavation will not be allowed. The Contractor shall core drill the existing foundation wall to allow for the penetration of the water service pipe. The Contractor shall wrap the water service pipe with electrical tape so that a minimum 4 inches of electrical tape is visible on either side of the foundation wall. Upon completion of all work, the exterior pit shall be backfilled with excavated material compacted in 12-inch lifts.

The interior and exterior of the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material. If the cored hole is exposed on the outside of the building, a coating of roof cement shall be added to the exterior of the foundation wall and should completely coat the seams of the cored hole. The Contractor shall exercise caution to prevent damage to the foundation caused by the coring operation.

The existing water meter shall remain and shall not be removed. All material necessary to connect the new water service to the existing plumbing shall be provided and installed by the Contractor's licensed plumber. All interior water service pipe material shall be type "L" copper pipe; 1-inch diameter on the upstream side of the meter; ¾-inch size (or match existing) on the downstream side of the meter, as necessary. The Contractor is responsible for any modifications to the interior plumbing necessary to install the new water service.

The Contractor shall be responsible for removing and properly disposing of any debris generated by the work on the interior and exterior of the home and restoring the area around the water service, including any obsolete lead plumbing material generated by the internal plumbing work. If it is necessary to move fixtures to complete the work, they shall be placed in their original location after completion of the work.

This work shall also include abandoning the exterior lead water service. The lead water service line shall be cut, capped, and abandoned in place.

**Restoration.** All landscape and hardscape removal and restoration shall be included in this item. This shall include, but not be limited to, removal and replacement of existing decks, sidewalks,

patios, decorative landscaping, fences, sheds, grassed areas, walkways, trees, bushes, etc., required to install the private water service. No separate payment shall be allowed for these items and the Village's intent is to minimize private property impacts through the use of trenchless installations. All private property shall be restored to pre-construction conditions or better. All grassed areas shall be restored with a minimum of 4" of topsoil and sodding, unless otherwise directed by the Engineer.

The private water service layouts shown on the plans are approximate and provided to aid Contractors with bidding. If approved by the Engineer, the layouts may be adjusted to minimize conflicts with existing landscaping and hardscaping. The bid price for this item shall include the cost of all work to be done on private property for each private water service.

The public portion of the water service (i.e. portion located with the public ROW) shall be installed and paid for in accordance with the special provision for WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1 OR 2", NEAR SIDE or WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1 OR 2", FAR SIDE.

**Method of Measurement and Basis of Payment.** This work shall be paid for at the contract unit price per EACH for WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT at the size specified.

**WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" OR 2"**

**Description.** In addition to the requirements of Section 41-2.10A of the Water and Sewer Specifications, new services shall be installed from the new water main to the service box. Materials of existing services may include lead, copper, galvanized iron, or other materials. The Contractor shall provide the fittings necessary to connect new service boxes to the existing lines. Existing service lines may be 5/8", 3/4", or 1 1/2" lead.

Copper pipe shall be copper water tube, Type K, soft temper, for underground service conforming to ASTM 8-88 and B-251. The pipe shall be marked with manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe and minimum weight per meter (foot) of the pipe shall not be less than that listed in ASTM B-251, Table 11.

Copper service pipe shall be crimped and spliced where necessary and connected to proposed water main. Water service lines shall be installed from the new corporation stop to the location of the new curb stop. All work shall be in accordance with Section 562 of the Standard Specifications and Section 41-2.11 of the Water and Sewer Specifications. House connections to proposed main shall be made individually and in as short of time as possible after testing and disinfection. No water customer shall be without water in excess of two (2) hours and shall be notified prior to disconnecting service.

Corporation stops shall be Mueller H-15008, 25 mm (1 inch) or 51 mm (2 inch) or approved equal.

All service boxes will be removed and replaced. All corporation and curb stops shall be fabricated of brass and shall be provided with outlets suitable for copper connections. Curb stops shall be of the 1 or 2" round-way type. Curb boxes shall be of the Buffalo Type. Absolutely no Minneapolis Type curb boxes will be accepted.

The schedule below lists the curb stop model numbers as manufactured by Mueller Corporation and curb box model numbers as manufactured by Tyler Corporation.

Water Service Line Size Range	Curb Stop	Buffalo Box
1"	H-15209	95E

The cast iron service box shall be installed over the curb stop and held in a truly vertical position until sufficient backfill has been placed to ensure permanent vertical alignment of the box. The top of the box shall be adjusted and set flush with the established ground surface grade.

If the new service box is installed on the roadside of the old service box, new copper pipe shall

be installed from the new main up to the location of the old service box.

Furnishing and installing curb stops, curb boxes, any excavation required, auguring, backfilling, couplings and service line required to connect to the existing service shall be paid for at the contract unit price per EACH for WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", NEAR SIDE or WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", FAR SIDE. Removal and disposal of the existing curb stops and services boxes will not be paid for separately but shall be considered incidental to WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", NEAR SIDE or WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", FAR SIDE.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the Contract unit price per EACH for WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", NEAR SIDE or WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1" TYPICAL OR 2", FAR SIDE, which payment shall be full compensation for all work, including the tapping the new water main, corporation stops, removing the existing and replacing the buffalo box, curb stop, two branch service coupling, copper water service line, auguring, bushings, die-electric fittings for lead services, unions, or other fittings to disconnect existing services from the water main to be abandoned, and to reconnect them to the proposed water main.

All water service lines shall be replaced up to the location of the existing B-box and/or at a minimum to the property line unless a lead service is encountered (see Special Provision for WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT)

**A RESOLUTION APPROVING THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT FOR  
MUSIC ENTERTAINMENT MANAGEMENT AND LOGISTICAL  
SUPERVISION FOR LIVE ENTERTAINMENT FOR RIBFEST  
BETWEEN ENTERTAINMENT MANAGEMENT GROUP  
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") requires certain music entertainment management and logistical supervision for live entertainment (the "Services") for the Village's Ribfest; and

WHEREAS, Entertainment Management Group ("Entertainment") desires to provide to the Village the Services for the Village's Ribfest; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, Entertainment is uniquely qualified to provide the Services to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive competitive bidding and accept the proposal from Entertainment.

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

Section 2. The corporate authorities of the Village hereby waive the competitive bidding requirements set forth in the Village Code and hereby accept the proposal of Entertainment to provide the Services to the Village for Ribfest.

Section 3. The agreement and addendum thereto by and between Entertainment and the Village of Forest Park ("Agreement") to provide the Services to the Village for Ribfest, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved, subject to Entertainment executing the Contractor Certification Form, a copy of which is attached hereto as Exhibit B.

Section 4. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Agreement.

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

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 9<sup>th</sup> day of May, 2022.

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

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

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

APPROVED:

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

ATTESTED:

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

**EXHIBIT A**

**Entertainment Management Group Professional Services Agreement**

Rib Fest 2022

Professional services agreement made this date 03/11/2022 between The Village of Forest Park (hereinafter referred to as **PURCHASER**) and Entertainment Management Group, a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties is \$8,600 {see item #7). Please Initial \_\_\_\_\_

1. EVENT : Forest Park Ribfest Please Initial \_\_\_\_\_

2. DATE(S) OF ENGAGEMENT: 09/10/2022 **RAIN OR SHINE** Please Initial \_\_\_\_\_

3. Location: 7834 Madison, Forest Park, IL Please Initial \_\_\_\_\_

4. SERVICES PROVIDED: **AGENT** will provide event management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel. **AGENT** will disburse payments for bands services. Please Initial \_\_\_\_\_

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT** shall contract the following listed bands: (1-2:30) **Mr. Myers**, (3:15-4:45) **The Moods**, (6:30-8) **Everett Dean & The Lonesome Hearts**, (8:45-10:30) **Wedding Banned**  
Please Initial \_\_\_\_\_

6. SPECIAL PROVISIONS: Please Initial \_\_\_\_\_

{a} If engagement(s) are canceled due to inclement weather, bands will receive full compensation.

{b} To be provided by purchaser:

Dressing area

Stage, Sound & Lights, Power

Coolers, ice, bottled water, soda and diet soda for the stage. Food if possible.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} **FORCE MAJURE**: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.

{f}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**. Any fees which may be invoiced by BMI or ASCAP regarding **PURCHASER** hosting a festival that includes live and recorded music are the sole responsibility of the **PURCHASER**.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.



{h} It is agreed that **AGENT** acts as a Talent Agent and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, it's officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that **AGENT** depends on its resources (**PURCHASER**) for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{j} **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

**PURCHASER** shall pay \$8,600.00 to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 08/20/2022 Please Initial \_\_\_\_\_

x \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**PURCHASER**

Rory Hoskins  
Mayor  
Forest Park, IL 60130

X *Murray Weiner* Date 03/11/2022

**AGENT**

Murray Weiner dba Entertainment Management Group  
PO Box 91766  
Elk Grove Village, IL 60009

**ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN ENTERTAINMENT MANAGEMENT GROUP  
AND THE VILLAGE OF FOREST PARK**

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by and between ENTERTAINMENT MANAGEMENT GROUP and the VILLAGE OF  
FOREST PARK (the “Parties”), and is made part of the Professional services Agreement by and  
between the Parties dated March 11, 2022 (the “Agreement”).

The Parties agree that the Agreement shall be amended as follows:

1. Section 6(f) of the Agreement is hereby amended to insert therein at the end of the  
second sentence “to the extent such fees result solely from the Village’s recording, reproduction,  
or transmission of the performance.”

2. Section 6(i) of the Agreement is hereby deleted in its entirety.

Each of the Parties has caused this Addendum to be executed by a duly authorized  
representative, who, by applying his or her signature, represents and warrants full right, power,  
and authority to sign on behalf of the relevant party named below, effective as of the date first  
written above.

ENTERTAINMENT MANAGEMENT GROUP      VILLAGE OF FOREST PARK

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

Name: Murray Weiner

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

Name: Rory Hoskins, Mayor

## **EXHIBIT B**

### **CONTRACTOR CERTIFICATION FORM**

The assurances hereinafter made by ENTERTAINMENT MANAGEMENT GROUP (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the VILLAGE OF FOREST PARK in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_ of  
*(Name of Owner or Officer)* *(Title or Office)*  
ENTERTAINMENT MANAGEMENT GROUP, and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation (hereinafter the “Village”), that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
      - i. Abide by the terms of the statement;
      - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. the Contractor's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation, and employee assistance program; and
    - d. the penalties that may be imposed upon employees for drug violations;
  - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(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 Village within ten (10) days after receiving notice under paragraph(A)(1)e 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;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the

Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.
- (H) The Contractor shall comply with any and all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130, *et seq.*

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: \_\_\_\_\_, 2022

Contractor: ENTERTAINMENT MANAGEMENT GROUP

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Officer) (Title or Office)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ known to me to be the \_\_\_\_\_  
(Name of Owner or Officer) (Title or Office)  
of \_\_\_\_\_, appeared before me this day in person and,  
(Name of Contractor)  
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: \_\_\_\_\_, 2022

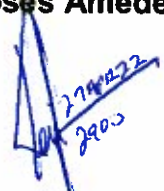
\_\_\_\_\_  
Notary Public

# Forest Park Police Department

Field Services

## Memorandum

**TO:** Mayor Hoskins; Moses Amedei  
**FROM:** Chief Ken Gross  
**DATE:** 27Apr21  
**SUBJECT:** Probationary Police Officer

A handwritten signature in blue ink is written over the 'FROM' and 'DATE' lines. The signature appears to be 'Ken Gross'. To the right of the signature, the date '27Apr22' is written in blue ink, with '290-3' written below it.

Ofc. Robert Kendall #202 announced his retirement with his last day of employment with the Forest Park PD being 17May22. Ofc. Kendall's retirement will create a need for the police department to hire a probationary police officer after 17May22.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to offer employment to the next, eligible probationary police officer.




# OUTSTANDING SERVICE AWARD


*Presented on May 9, 2022 to*

**Isaac Samuel Beal**  
**Neighborhood Watch Ambassador**  
**Village of Forest Park**

*in appreciation of your outstanding dedication and service  
for the past 30 years*

  
Rory E. Hoskins  
Mayor  
Forest Park, Illinois

  
Ken Gross  
Chief of Police  
Forest Park, Illinois

  
Thomas Cannon  
Neighborhood Watch Coordinator  
Forest Park, Illinois



Confirmation: Ice Cream Social Tour on Wednesday, August 17 2022 @ 2:30pm - 3:45pm

Lake Geneva Cruise Line <messages@fareharbor.com>

Mon 5/2/2022 1:17 PM

To: Brenda Powers <bpowers@forestpark.net>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Confirmation for Ice Cream Social Tour with Lake Geneva Cruise Line.

Email not displaying correctly? [View it online »](#)



(262) 248-6206 • [reservations@glcl.net](mailto:reservations@glcl.net) • [cruiselakegeneva.com](http://cruiselakegeneva.com)

Thank you for booking with Lake Geneva Cruise Line!

**AUGUST 17, 2022 - CAPTAIN'S ICE CREAM DELIGHT PACKAGE:**

**11:00 am - 12:30 pm Lunch at Pier 290, 1 Liechty Dr. Williams Bay, WI.**

**2:30 pm - 3:45 pm Ice Cream Social Tour aboard the Grand Belle, boarding at the Riviera Docks at 2:15 pm. Please plan on arriving by 2:00 pm to check in.**

*Menu selections due to LGCL 2 weeks prior.*

[View Credit Card Authorization.pdf](#)

We accept credit/debit cards, cash and checks (made payable to Lake Geneva Cruise Line, PO Box 68, Lake Geneva, WI 53147)

Please see billing details below:

**Contract Total:** \$1,266.00

**Sales Tax:** \$66.00

**Payments Applied:** \$0.00

**Deposit Due:** \$100.00

**Due By:** 5/16/2022

**Balance Due By:** 8/3/2022

**Per person rate all inclusive is:** \$52.75

**Please do not print group tickets in advance. Check in at our office to pick up your tickets.**

Thank you again, we are looking forward to having your group here!

Susan Schindler  
Group Tour Sales  
susan@glcl.net  
262-248-6206 x 312  
Direct Line: 262-248-5642

**Do Not Reply to this email address.**

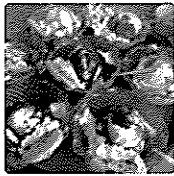
Thanks for  
booking with us!

[View online »](#)

Howard Mohr Community Center -  
Brenda Powers  
(708) 771-7737  
bpowers@forestpark.net

Amount due:  
**\$1,266.00**

#### Booking #117902437




Ice Cream Social Tour


**Wednesday, August 17 2022 @ 2:30pm -  
3:45pm**


Boat: Grand Belle


24 Pier 290 Package Fares, 1 Comp

Add to your calendar:

 [Google Calendar](#)

 [Apple Calendar](#)

 [Yahoo Calendar](#)

 [Outlook Calendar](#)

## Reservation Details

- Reservation is confirmed with full payment for individual reservations.

**For all contracted group tours, reservation is confirmed with deposit.**

- Please note reservation number for any reference to this reservation.

## Directions & Check In

- All tours depart from the Riviera Docks at [812 Wrigley Drive in Lake Geneva, Wisconsin]USA (<https://goo.gl/maps/iT98FywCyiF2>).
- Boarding time is 15 minutes prior to departure.
- Tickets can be picked up prior to boarding on the day of tour at the ticket office at the Riviera Docks OR you can print this form as your boarding pass and present it at the boat. You may also show this confirmation on your phone when boarding.
- Plan ahead for parking and traffic, especially on weekends and holidays. For parking details visit [www.cityoflakegeneva.com](http://www.cityoflakegeneva.com) (Click ABOUT and then PARKING.)  
-We ask that you always allow plenty of time for parking on all days. We have had many people who have missed their tours due to parking. We can not hold boats for late arrivals and will not provide refunds for missed tours.

## Additional Information

- Only certified service animals are allowed on tour boats.
- Credit card charges – charges will be listed on your statement as “Lake Geneva Cruise Line.” (For some cards, the charge may show as just “STRIPE” while it is clearing.)

***If you have any questions, special needs or requests please contact our sales office at [reservations@glcl.net](mailto:reservations@glcl.net) or 262-248-6206. Please have confirmation number for reference.***

## Details

**Pier 290 Package Fare:** \$50.00 x 24 \$1,200.00

**Comp x 1**

Taxes \$66.00

**Total** \$1,266.00

**Amount due** \$1,266.00

## Cancellations

For all individual reservations, cancellation is required 48 hours prior to tour date for refund.

**For all contracted group tours, deposit is not refundable with less than 30 days notice.**

Lake Geneva Cruise Line reserves the right to adjust the tour schedules as needed based on weather conditions, boat availability and number of tickets sold. Customer will be notified if changes need to be made to this reservation.

## ✦+ Health & Safety

Click link below.

Health & Safety Policy

[Health and Safety](#)

**About this email:** You are receiving this email because you provided us with your email address for updates. You can [unsubscribe](#) from all future emails.

**Lake Geneva Cruise Line**

(262) 248-6206

[reservations@glcl.net](mailto:reservations@glcl.net)

[cruiselakegeneva.com](http://cruiselakegeneva.com)

All prices in US dollars

Reservations and payments [powered by FareHarbor](#)



**White Pines Playhouse**  
**6712 W. Pines Road, Mount Morris, IL 61054**  
**PH: (815) 655-2400**

April 24<sup>th</sup>, 2022

Brenda Powers  
Village of Forest Park  
7640 Jackson Blvd  
Forest Park, IL 60130

**Show Date:** July 27<sup>th</sup>, 2022

**Show Title:** Lionel Richie

**Number of Seats:** 25 + 1 comp    **Price per seat:** \$39

**Deposit Due:** \$300

**Total Amount Due:** \$975

**Rates:** Regular individual rates are \$51 per person for Platinum seating, \$44 per person for Gold seating, and \$41 per person for Silver seating.

Regular group rates are \$39 per person with 20 paid tickets and \$37 per person with 35 paid tickets and you will be seated in our Silver/Gold section.

\*Groups may request "upgraded" seats to be in the Gold or Platinum sections. Guaranteed Gold seats would be \$41 per person and Platinum seats would be \$44 per person. If you purchased any upgraded tickets, it is your responsibility to identify which guests are to be seated in the upgraded seats when you arrive.

\*\*Some shows have a \$6 upcharge based on entertainer cost.

**Times:** Seating begins – 11:20am, Lunch Buffet – Noon, Show starts – 1pm, Show ends – 3/3:30pm

**Deposit Due Date:** Upon receiving this contract.

**Balance Due Date:** June 27<sup>th</sup>, 2022

**Cancellation Policy:**

- Group must cancel 90 days prior to show date for refund of deposit.
- Final numbers are due with the remaining balance one month prior to the show date. If an emergency occurs, we will allow you to cancel up to 10% of your tickets up to a week before the show.

Please contact our office if you have any questions or concerns regarding this contract and to make arrangements for your deposits.

Thank you!

*Cassie Lukan*

White Pines Playhouse



*The Jacob Henry Mansion Estate*  
*Celebrating 31 Years*  
*Sales Contract*

Client/Organization	Event Date	Telephone	Fax	Event #
Howard Mohr Comm. Center	9/29/2022 (Thu)	(708) 771-7737	( ) -	E12738
Address	Booking Contact	Site Contact	Guests	
7640 Jackson Blvd, Forest Park, IL 60130			25 (Pln)	

MINIMUM GUARANTEED ATTENDANCE MUST BE RECEIVED WITHIN 72 HOURS OF EVENT. IF ATTENDANCE FALLS BELOW THE GUARANTEED NUMBER THE CLIENT WILL BE CHARGED FOR THE GUARANTEED NUMBER. GUARANTEED NUMBER MUST BE RECEIVED BY DATE/TIME INDICATED.

Food & Beverage			
Food/Service Items	Price	Qty	Total
Oktoberfest	50.00	25	1,250.00

---

Comments

---

**Itinerary:**

10:45 AM Doors open for **self-guided tour** of The Jacob Henry Mansion  
11:15 AM Guten Tag! Group arrival for Luncheon  
11:30 AM Luncheon is Served  
1:00 PM Show begins - "The Johnny Wagner Band"  
2:30 PM Auf Wiedersehen! Thank you for sharing your day with us!

**Anticipated Guest #:**

**Ticket Price: \$50**

**Menu**

Slow Cooker German-Style Pork Roast with Sauerkraut and Potatoes,  
Pretzel Rolls with Coarse Brown Mustard.

**\*Optional Upgraded Dessert:** (add \$4 per guest)  
Apple Pie Ala Mode

All Luncheons Include: Fresh Tossed Garden Salad, Warm Rolls, Whipped Butter, Entree, Dessert, Coffee or Tea  
**Always: Cash Bar Available**

**Please make advance notice of any special dietary needs including vegetarian selection.**

**Group Sales & Events Retainer/Cancellation Policy:**

**Individuals:** Reservation is transferable up to 30 days prior to event  
**Reservations are Non-Refundable**

**Groups of 10+**

**Retainer:** \$200.00 at time of reservation

-up to 32 Reservations:

Deposit is transferable up to 45 days prior to event

- 33+ Reservations:

Deposit is transferable up to 60 days prior to the event

**Comp Policy:** 2 complimentary guests with 30 paid guests

**Contract Due:** 2 weeks of making reservation

**Final Count Due:** 2 weeks prior to event

**Final Payment Due:** 2 weeks prior to event

**Deposit Refunds:** Deposits are Non-Refundable

***The Jacob Henry Mansion Estate***

*20 South Eastern Avenue, Joliet, IL 60433*

*The Jacob Henry Mansion \* The Victorian Ballroom \* The Gathering Room \* Lawn & Gardens \* Old Central Church*

***Celebrating 35 Years***

*Thank you for sharing your day with us!*

*The Jacob Henry Mansion*

Subtotal	1,250.00	Paid	0.00	Pay Method	Card Number
Tax	0.00	Balance	1,250.00	Card Type	
Service Charge	0.00			Card Holder	Expires
Total Value	1,250.00			Signature	

I have read the above contract and the Jacob Henry Mansion Catering Policies and Procedures printed on the reverse side of this contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: \_\_\_\_\_

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

JHM Rep: \_\_\_\_\_

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





Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

*Office Use Only*

License # \_\_\_\_\_

Fee (If Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**  
*Pursuant to Section 3-3-12 of Forest Park Liquor Code*

Date of Application: 05/01/2022

Name of Liquor License Establishment: LATHROP HOUSE CAFE

Class of Forest Park Liquor License: A

Name of Applicant(s): PATRICK OBRIEN

Business Address: 26 LATHROP , FOREST PARK

Telephone Number(s): 708 466 5251

E-mail Address(es): CHEFPOB@GMAIL.COM

Square Footage of Licensed Premises: 2100

**Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.**

WEEKEND ACOUSTIC DUOS IN BACK YEARD 6-9 PM (3,4,5,10,11,12,17,18,19,24,25,26

WEATHER PERMITTING LITE JAZZ FOR SUNDAY BRUNCH 11-2 PM

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

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

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

Date: 5/1/22 \_\_\_\_\_

**FOREST PARK LIQUOR CODE**

*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-5-M-2: No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

Office Use Only

License # \_\_\_\_\_

Fee (If Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**  
*Pursuant to Section 3-3-12 of Forest Park Liquor Code*

Date of Application: 4/29/22

Name of Liquor License Establishment: Blueberry Hill

Class of Forest Park Liquor License: 1A

Name of Applicant(s): Lynn Sorice

Business Address: 427 Des Plaines

Telephone Number(s): 708-421-8332

E-mail Address(es): LSORICE@hotmail.com

Square Footage of Licensed Premises: 1400

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

Saturdays & Sundays 1 pm - 11 pm we want to  
play music from a laptop. We will keep doors  
and windows closed accordingly to control  
sound.

In June this means: 4, 5, 11, 12, 18, 19, 25, 26.

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

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

*Ignacio Soria*

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

*4/29/22*

**FOREST PARK LIQUOR CODE**

*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

**3-3-9-F: Live Music:** In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

**3-3-5-M-2:** No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

**3-3-5-M-5:** Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

Office Use Only

License # \_\_\_\_\_

Fee (if Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**

*Pursuant to Section 3-3-12 of Forest Park Liquor Code*

Date of Application: 4/29/22

Name of Liquor License Establishment: Carole's Next Best Thing

Class of Forest Park Liquor License: 1A

Name of Applicant(s): Lynn Sorice

Business Address: 7307 Roosevelt Rd.

Telephone Number(s): 708-421-8332

E-mail Address(es): LSORICE@hotmail.com

Square Footage of Licensed Premises: 2500

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

We would like to play music from a laptop  
Fridays 6 pm - 10:30 pm, Saturdays 5 pm - 10:30 pm,  
Sundays 1 pm - 10 pm.

We will keep windows and doors closed as  
needed to control noise getting outside.



I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature: John Sorice

Date: 4/29/22

**FOREST PARK LIQUOR CODE**  
*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

**3-3-9-F: Live Music:** In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

**3-3-5-M-2:** No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

**3-3-5-M-5:** Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

Office Use Only

License # \_\_\_\_\_

Fee (if Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**  
**Pursuant to Section 3-3-12 of Forest Park Liquor Code**

Date of Application: 4/29/22

Name of Liquor License Establishment: Pioneer Tap

Class of Forest Park Liquor License: 1A

Name of Applicant(s): Lynn Sorice

Business Address: 7445 Randolph

Telephone Number(s): 708-421-8332

E-mail Address(es): LCSORICE@hotmail.com

Square Footage of Licensed Premises: 2000

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

We would like to play music from a laptop Tuesday through Thursdays. 6pm - 10:30 pm.

Fridays & Saturdays 5pm - 10:30 pm

Sundays 3pm - 10:30 pm.

In June this means: 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30.

We will employ security during these events.



I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature: John Soric

Date: 4/29/22

**FOREST PARK LIQUOR CODE**

*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

**3-3-9-F: Live Music:** In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

**3-3-5-M-2:** No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

**3-3-5-M-5:** Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.





Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

Office Use Only

License # \_\_\_\_\_

Fee (If Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**

*Pursuant to Section 3-3-12 of Forest Park Liquor Code*

Date of Application: 4/29/22

Name of Liquor License Establishment: Shortstop

Class of Forest Park Liquor License: 1 A

Name of Applicant(s): Lynn Sorice

Business Address: 7425 Madison St.

Telephone Number(s): 708-421-8332

E-mail Address(es): LSORICE@hotmail.com

Square Footage of Licensed Premises: 2000

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

Saturdays and Sundays 4pm - 10:30pm  
Fridays 6pm - 10:30pm

We would like to play music from a laptop or  
have acoustical live music.

We will keep windows & doors closed during  
these events to control noise.

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

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

*John Soric*

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

*4/29/22*

**FOREST PARK LIQUOR CODE**

*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

**3-3-9-F: Live Music:** In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

**3-3-5-M-2:** No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

**3-3-5-M-5:** Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Fax: 708-488-0361  
[www.forestpark.net](http://www.forestpark.net)

Office Use Only

License # \_\_\_\_\_

Fee (If Applicable): \_\_\_\_\_

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

Cash: \_\_\_\_\_ Check: \_\_\_\_\_

Charge: \_\_\_\_\_

Initial: \_\_\_\_\_

Village Council Approval Date: \_\_\_\_\_

**Entertainment License Application**

*Pursuant to Section 3-3-12 of Forest Park Liquor Code*

Date of Application: 4/29/22

Name of Liquor License Establishment: Doc Ryan's

Class of Forest Park Liquor License: A1

Name of Applicant(s): Matt Sullivan

Business Address: 7432 W Madison, Forest Park 60130

Telephone Number(s): 312-699-7999

E-mail Address(es): baczmw@gmail.com

Square Footage of Licensed Premises: 4,600 sqft

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

We plan to have an occasional DJ, a  
option for weddings and small events to  
have a band, and as the back patio  
opens we'd like to have a guitar  
on patio for brunch. Once approved  
we will work on the exact schedule  
times and update village on  
all events.

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature: 

Date: 4/29/22

**FOREST PARK LIQUOR CODE**

*As of 10/12/2021*

**3-3-12: ENTERTAINMENT LICENSE:**

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

**3-3-9-F: Live Music:** In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

**3-3-5-M-2:** No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

**3-3-5-M-5:** Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.

Doc Ryan's

All June Dates

Wednesday's: 1st, 8th, 15th, 22nd, 29th  
Acoustic guitar between 6 and 9 PM

Thursday's: 2nd, 9th 16th, 23rd, 30th  
DJ 9 pm - 1 am

Friday's: 3rd, 10th, 17th 24th  
DJ 9 pm - 1 am

Saturday's: 4th, 11th, 18th, 25th

Acoustic guitar set between 1 pm - 3 pm  
DJ 9pm - 1 am

Sunday's: 19th & 26th  
Acoustic guitar set between 1- 4pm