

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

Regular Village Council Meeting Agenda

Monday, May 23, 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 843 6488 0853; Passcode 639941 or by clicking here:

<https://us02web.zoom.us/j/84364880853?pwd=eHlRbnJZT1RmQ0RwT3lJY1NzUko4UT09>

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

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

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. May 9, 2022 Village Council Meeting
 - b. May 9, 2022 Closed Session Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
 - a. April 2022 Fire Department Report
 - b. March & April, 2022 Police Department Report
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated May 23, 2022
8. UNFINISHED BUSINESS
 - a. Resolution Authorizing the Award of the Contract for the 510 Des Plaines Green Parking Lot Project to Chicagoland Paving Contractors, Inc. in the Village of Forest Park
9. NEW BUSINESS
 - a. Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park (Computer Equipment)
 - b. Ordinance Authorizing the Purchase of One Zero Turn SRT XD 61” Finish Mower
 - c. Ordinance Authorizing the Purchase of One 15 Ton Packaged Rooftop Air Conditioning Unit
 - d. Ordinance Authorizing the Purchase of One 2022 Jeep Wrangler Sport Replacement Vehicle for the Village of Forest Park Public Works Department
 - e. Resolution Authorizing the Waiver of the Hiring Freeze for IMRF Employees Regarding the Hiring of a Full-Time Utility Billing Clerk and Pace Dial a Ride Driver
 - f. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the 15th Street Sewer Separation Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd. (15th Street from Circle Avenue to Marengo Avenue)

- g. Approval of Entertainment License Request – Shortstop Lounge – 7425 Madison
- h. Approval of Entertainment License Request – American Legion – 500 Circle
- i. Approval of Entertainment License Request – Doc Ryan’s – 7432 Madison
- j. Approval of Banner Request – Forest Park Juneteenth Committee
- k. Approval of Harrison Street Closure Request – Park District of Forest Park

10. ADMINISTRATOR’S REPORT

11. COMMISSIONER REPORTS

- a. Mayor: Cross-Community Climate Collaborative (C4) Discussion

12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, MAY 9, 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.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the minutes from the April 25, 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.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the minutes from the April 25, 2022, Closed Session 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

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

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 \$358,309.79.

**R-44-22
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$358,309.79
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:

Mayor Hoskins presented an Outstanding Service Award to Mr. Isaac Samuel Beal for serving 30 years as a Neighborhood Watch Ambassador. Mr. Beal thanked the Village Council for recognizing him today, adding that he always wanted what's right for Forest Park. It was noted that Mr. Beal was one of the original Neighborhood Watch members.

**MR. ISAAC BEAL
RECOGNIZED FOR 30
YEARS SERVICE ON
NEIGHBORHOOD WATCH**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance authorizing the sale or disposition of surplus property (Public Works Vehicles) of the Village of Forest Park be adopted.

**O-17-22
ORDINANCE AUTHORIZING
SALE OF SURPLUS
PROPERTY
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 Nero that the 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 be adopted.

**O-18-22
ORDINANCE TO
PURCHASE POLICE
DEPARTMENT POLICY
MANAGEMENT FROM
POWERDMS
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 the purchase of one fully equipped 2023 Ford E450 WC3170 Gas Ambulance be adopted.

**O-19-22
ORDINANCE TO
PURCHASE 2023 FORD
E450 AMBULANCE
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 Maxham and seconded by Commissioner Nero that the 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, re: ZBA 2022-01, be adopted.

**O-20-22
ORDINANCE CREATING
PLANNING AND ZONING
COMMISSION
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 Maxham and seconded by Commissioner Nero that the Resolution appointing the initial members of the Planning and Zoning Commission be adopted.

**R-45-22
RESOLUTION APPOINTING
MEMBERS OF PLANNING
AND ZONING COMMISSION
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 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 2022 Alley Improvement Project be adopted.

**R-46-22
RESOLUTION APPROVING
AGREEMENT FOR 2022
ALLY PROJECT WITH
CHRISTOPHER BURKE
ENGINEERING, LTD.
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the award for the 15th Street Sewer Separation Project to Uno Construction Co., Inc. be adopted.

**R-47-22
RESOLUTION
AUTHORIZING 15TH
STREET SEWER
SEPARATION PROJECT
AWARD TO UNO
CONSTRUCTION
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 the specifications and authorizing the advertising of bids for the Village of Forest Park Jackson Boulevard Lead Water Service Replacement Project be adopted.

**R-48-22
RESOLUTION APPROVING
SPECIFICATIONS AND
BIDDING FOR JACKSON
BLVD. LEAD WATER
SERVICE PROJECT
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving the execution of a Professional Services Agreement for Music Entertainment Management and Logistical Supervision for Live Entertainment for Ribfest between Entertainment Group and the Village of Forest Park be adopted.

**R-49-22
RESOLUTION APPROVING
ENTERTAINMENT
MANAGEMENT
AGREEMENT FOR RIBFEST
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 to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Probationary Police Officer Eligibility List to fill a vacancy.

**BOARD OF FIRE AND
POLICE COMMISSIONERS
DIRECTED TO APPOINT
ONE PROBATIONARY
POLICE OFFICER
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 Nero and seconded by Commissioner Maxham to authorize the mayor's signature on agreements with Lake Geneva Cruise Line, White Pines Playhouse and Jacob Henry Mansion Estate, associated with Senior Citizen and Community Relations functions organized by the Community Center

**COMMUNITY CENTER
AGREEMENTS
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to approve the entertainment license application submitted by Lathrop House Café, 26 Lathrop Avenue.

**LATHROP HOUSE CAFÉ
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 Maxham and seconded by
Commissioner Nero to approve the entertainment license
application submitted by Blueberry Hill, 427 Des Plaines
Avenue.

**BLUEBERRY HILL
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 Nero and seconded by
Commissioner Maxham to approve the entertainment license
application submitted by Carole's Next Best Thing, 7307
Roosevelt Road.

**CAROLE'S
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 Maxham 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.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the entertainment license application submitted by Shortstop Lounge, 7425 Madison Street. It was discussed that the application needs to specify the type of entertainment and not leave it open to either music from a laptop or acoustical guitar entertainment

**SHORTSTOP LOUNGE
ENTERTAINMENT LICENSE
APPLICATION
DENIED**

ROLL CALL:

AYES: None

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

ABSENT: None

The motion failed.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the entertainment license application submitted by Doc Ryan's 7432 Madison Street. It was discussed that the time frame requested does not follow the code and the type of entertainment was not clear or specified.

**DOC RYAN'S
ENTERTAINMENT LICENSE
APPLICATION
DENIED**

ROLL CALL:

AYES: None

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

ABSENT: None

The motion failed.

ADMINISTRATOR'S REPORT:

Administrator Amidei reported that 2 alley projects for this year are pending bid pricing. The village has also applied for state funding for the future lead water service replacement requirement. Last, the lead water service lines along the Jackson Street project will be replaced this year in coordination with the street resurfacing.

COMMISSIONER'S REPORTS:

Commissioner Byrnes congratulated Mr. Beal and thanked him for his service on the Neighborhood Watch

Commissioner Maxham likewise congratulated Mr. Beal and thanked him for the good work he has put into the town. In addition, the commissioner reported that Housing Forward is working in cooperation with the village to clean up the site of a homeless encampment and are working to find a home for the person who was living there. The county has also agreed to clean up the areas around their property. Last, the newly created combined Planning and Zoning board will have their first meeting on Monday, May 16th. This change will streamline the process for applicants going forward.

Commissioner Nero expressed his appreciation to Administrator Amidei and Village Engineer Amelio for their patience and hard work on the capital improvements plan. The commissioner further advised that road closures and construction updates can be found on the village's website and Facebook page. Last, Commissioner Nero congratulated Mr. Beal on the recognition award he received tonight.

Commissioner Voogd thanked Mr. Beal for his efforts on the Neighborhood Watch as well as Juliet Harrington for her Dog Park fundraising efforts. Donations can be made via the village's website. The Arbor Day tree planting event was well attended, and included people from both District 91 and MWRD. The Community Cleanup Day event had to be cancelled due to rain. Public Works week is May 16th through the 21st, and will include the annual electronics drop off recycling as well as bulk item pickup from the parkway. There was a wonderful response and many applications for membership on the Altenheim Steering Committee. Interviews will be held this week. The commissioner thanked all those who took the time to apply and offered to volunteer. Dog Park permits from last year expired on April 30th and those wishing to use the park will be required to renew or apply for a permit as the lock is changing on May 16th, and is re-keyed each year. Last, the commissioner reminded any property owners wishing to make changes to the parkway areas, that a permit is required and directed them to the village code for the guidelines and requirements.

Mayor Hoskins reported that he a special group of 4th graders from Mrs. Dale's class to a tour of Village Hall, the Fire Department and the Police Department. It was an incredible experience and the students were able to attend the Firefighters' Lifesaving Award Ceremony. Firefighters Hankus, Torres, Piotrowsi and Kempka saved an unconscious woman from her burning home in River Forest a couple months ago. The students were also able to see the video display from the village's new street camera system in the Police Department. The Chamber's annual meeting is being held this Wednesday at McAdams Landscaping on Des Plaines, including a mini taste of Forest Park. Last, the mayor reported that he has received inquiries about a Pride celebration in June. There will be more information coming in the near future.

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(c) to consider collective bargaining matters and the compensation of specific employees. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:48 P.M.

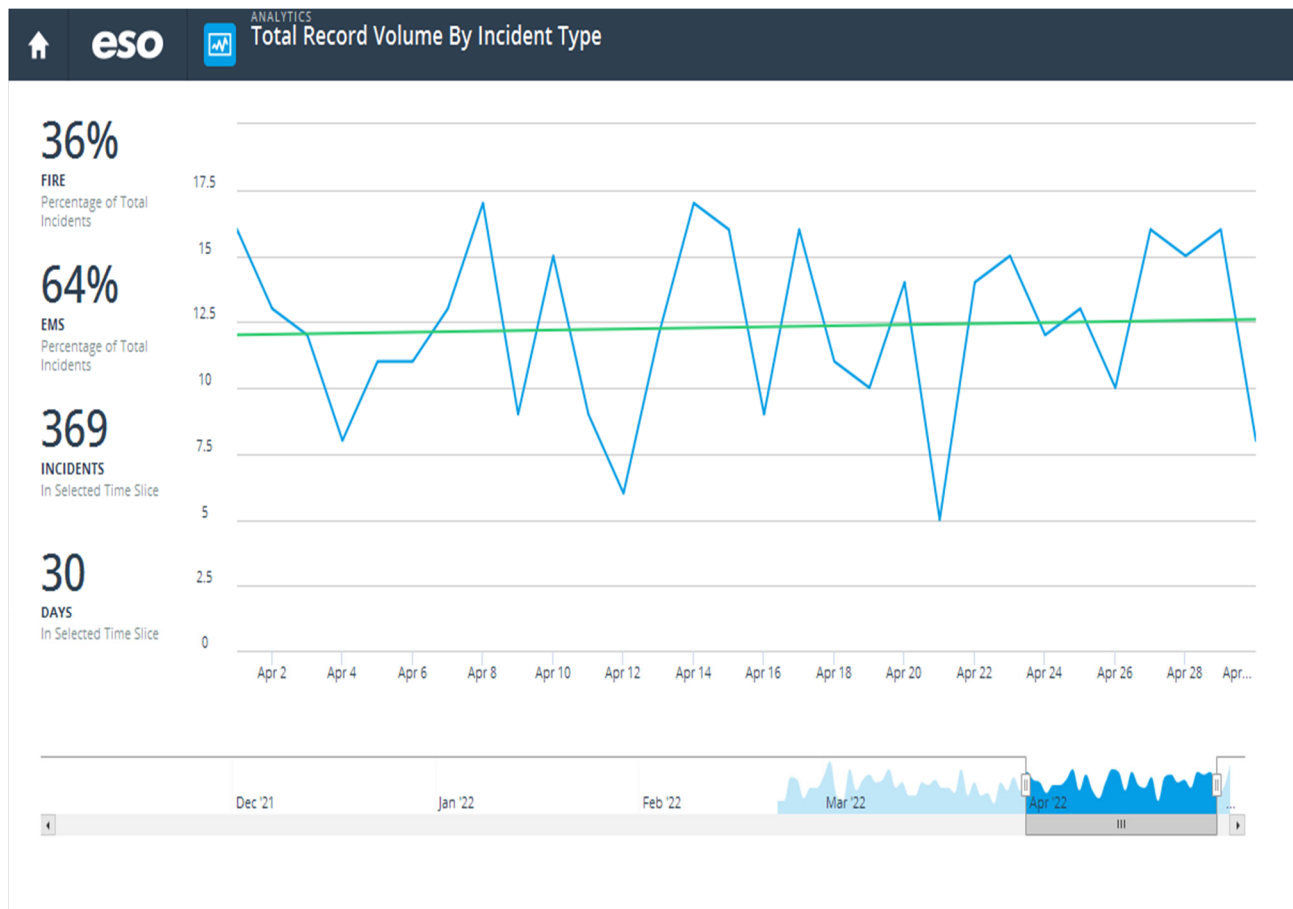
Respectfully submitted,

Vanessa Moritz
Village Clerk

**FOREST PARK
FIRE DEPARTMENT**



APRIL 2022

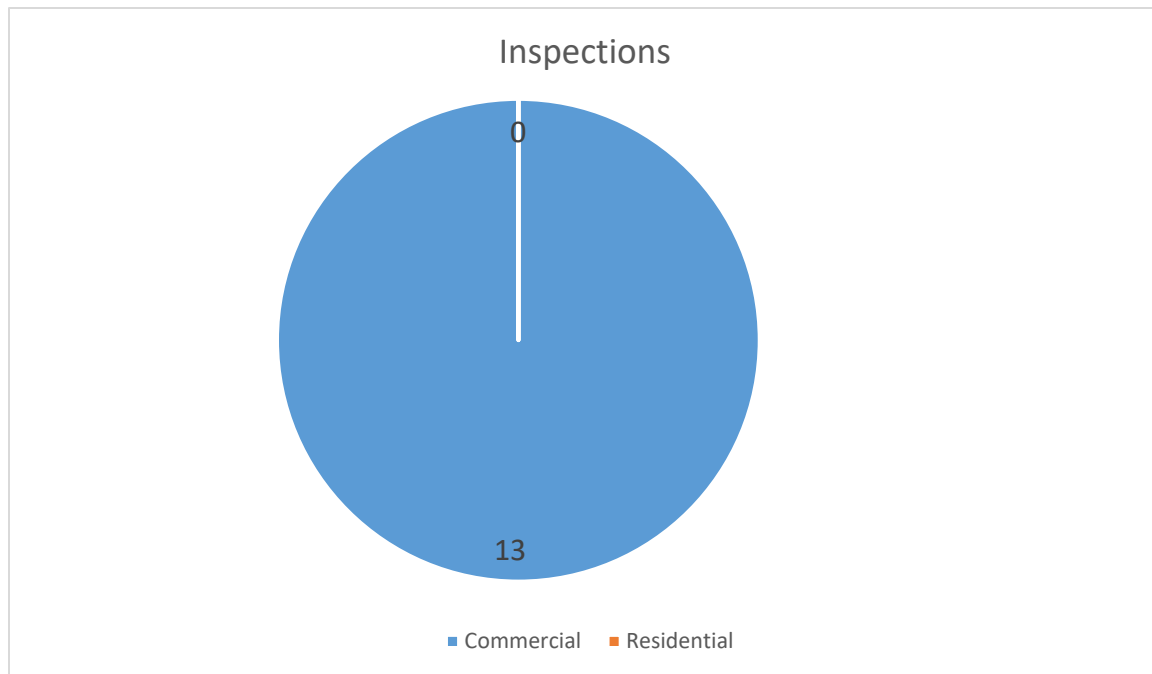


Calls

The Fire Department responded to 369 calls in the month of April. That is an average of 12 calls per day for the month. 64% of the calls were for EMS. 36% were for fire/service calls.

In town incidents:

04/09/2022 - 535 Jackson: Small kitchen fire



Inspections

Residential inspections are on hold, new inspector starts in May.

Commercial inspections total = 13

Training

FPFD training hours:

• Tools and Equipment	2.25
• New Firefighter Skills	16
• Hydrants	18
• Fire Critique	9
• Strategy and Tactics	2
• New Air Bags	3
• Fit Testing	3

Total =
53.25

Child Safety Seat Installations – 0

Community Involvement- Public education for schools has started for the school districts. FF Weber is teaching the 2nd grade kids what to do in case of a fire.

Department Happenings: FPFD Probationary Firefighter/Paramedic John Gemmel has graduated from Romeoville Fire Academy and has started on the gold shift 4/22. John will continue his training while on shift.







THE NEW, OLD

Forest Park Police Department Police Department

March - April 2022

Monthly Report Monthly Report

Forest Park Police Department

Incident Statistics

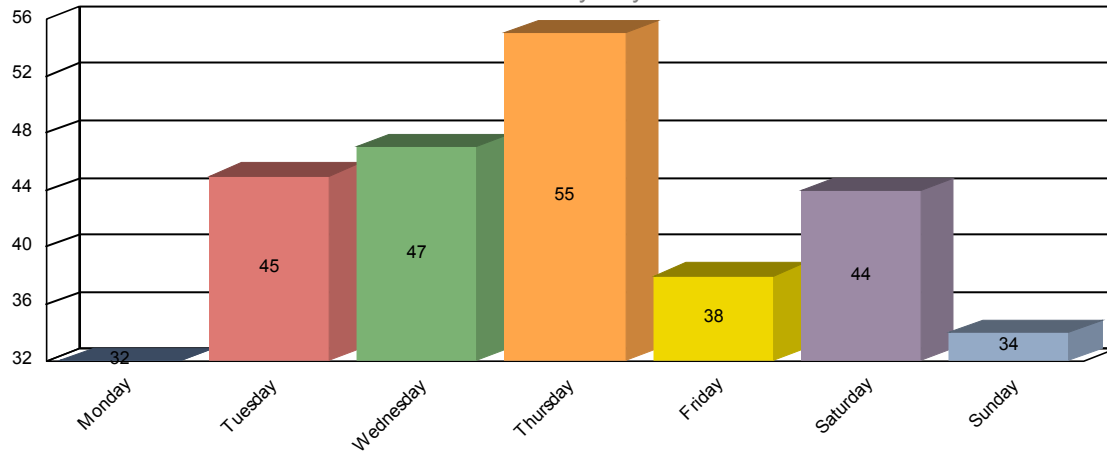
Time Period 03/01/2022 - 03/31/2022

Total Items For Service

295

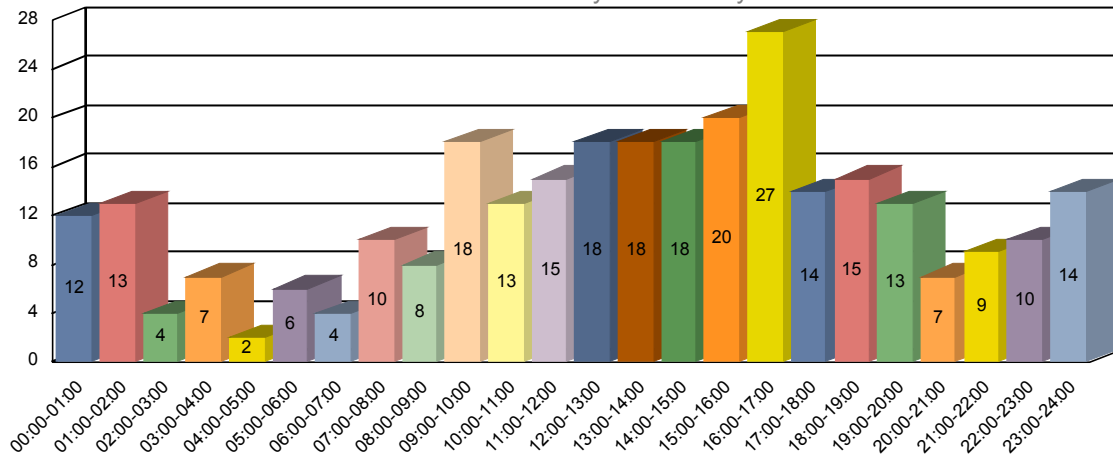
Items For Service Distribution

Total By Day of Week



Items For Service Distribution

Total By Hour of Day



Forest Park Police Department

Incident Statistics

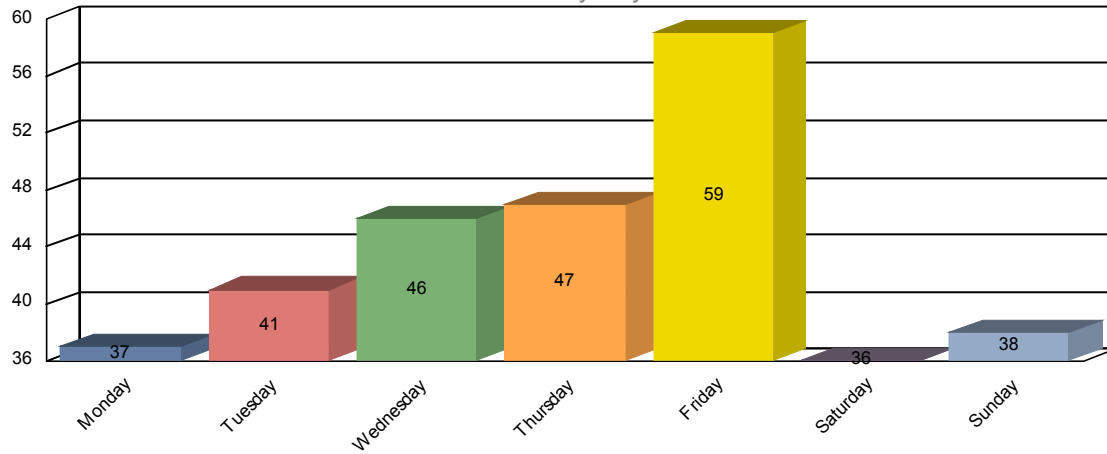
Time Period 04/01/2022 - 04/30/2022

Total Items For Service

304

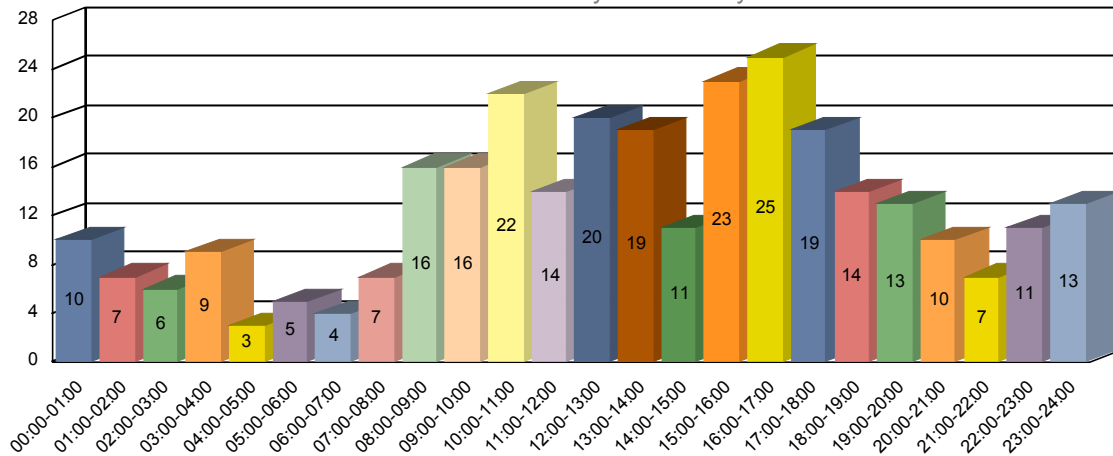
Items For Service Distribution

Total By Day of Week



Items For Service Distribution

Total By Hour of Day





March / April 2022

Following are activities related to the Forest Park Police Department that took place in March and April 2022:

- 3-03-22 – Recruitment – Oakton Community College – Sgt. Miller.
- 3-03-22 – Sgt. Miller spoke to 2nd grade Cub Scout Pack at the Howard Mohr Community Center.
- 3-04-22 – PPO DeAires Blackwell graduated from the Chicago Police Metro Police Academy



- 3-04-22 – Recruitment – College of DuPage -- Sgt. Miller and Sgt. Reilly

- 3-05-22 – Forest Park St. Patrick's Day Parade – A total of thirty-eight full time officers, part time officers, auxiliary officers, parking enforcement officers and call takers worked during the parade detail.



- 3-19-22 – Chief Gross spoke to a local Scout Troop at the Forest Park Park District reference the “Rule of Law.”
- 3-21-22 – Recruitment – University of St. Francis – Sgt. Miller
- 3-23-22 – A total of seventy-three firearms were turned over to “Gunbusters” from Forest Park PD evidence for destruction.
- 4-04-22 – Recruitment – Kishwaukee Community College – Sgt. Miller and Sgt. Reilly.
- 4-05-22 – Recruitment – Law Enforcement Job Fair -- Triton Community College – Sgt. Miller and Sgt. Reilly.



- 4-06-22 – Recruitment – Morton College – Job Fair – Sgt. Miller



- 4-07-22 – Recruitment – Harper College – Sgt. Reilly
- 4-23-22 – Wine Walk and Shop – Aux. Fluker and Aux. Curtis
- 4-28-22 – Lieutenant Promotional Exam – Written – Sgt. Miller, Sgt. Pater, Sgt. Stasinopoulos
- 4-29-22 – PPO Michael Salgado sworn in. Will attend the Chicago Police Metro Police Academy starting May 09, 2022.





Cook County State's Attorney's Office (CCSAO) February 2022 Report

Forest Park

All incidents for the below cases occurred within Forest Park. CCSAO data in this report does not include misdemeanor charges.

1. Adult Felony Review & Prosecution

a) Overall

In February 2022, the CCSAO reviewed and made a charging decision for 8 adult felony cases in Forest Park. 5 cases were approved resulting in a **63% approval rate**. Overall, the CCSAO prosecuted 4 cases, and 2 of those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 2 were convicted, a **100% conviction rate**. The overall cases, including law enforcement direct file cases, where the CCSAO is not making charging decisions, 4 were convicted, a **100% conviction rate**.

	Felony Review			Prosecution Overall			Prosecution of SAO Filed		
Area	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate
Forest Park	8	5	62%	4	4	100%	2	2	100%
Cook County	1,201	1,019	85%	1,513	1,087	72%	1,161	948	82%

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	3	2	67%	Narcotics	2	2	100%
2	Aggravated DUI	1	1	100%	Other Offense	1	1	100%
3	Domestic Violence	1	1	100%	Retail Theft	1	1	100%
4	Failure to Register as a Sex Offender	1	0	0%	--	--	--	--
5	Narcotics	1	0	0%	--	--	--	--

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	481	420	87%	Unlawful Use of Weapons	452	358	79%
2	Possession of Stolen Motor Vehicle	58	45	78%	Narcotics	371	151	41%
3	Aggravated Battery Police Officer	58	55	95%	Aggravated DUI	77	71	92%
4	Aggravated DUI	53	52	98%	Burglary	67	59	88%
5	Retail Theft	53	30	57%	Aggravated Battery Police Officer	52	43	83%

c) Felony Review & Prosecution by Race

	Forest Park							Cook County						
Race	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate		Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	
Black	5	3	60%	2	2	100%		749	649	87%	1,088	772	71%	
White	0	0	--	2	2	100%		129	113	88%	159	118	74%	
Latinx	1	0	0%	0	0	--		171	147	86%	244	182	75%	
Asian	0	0	--	0	0	--		13	12	92%	8	5	62%	
Biracial	0	0	--	0	0	--		3	3	100%	6	5	83%	
Other	0	0	--	0	0	--		0	0	--	0	0	--	
Unknown	2	2	100%	0	0	--		217	170	78%	6	3	50%	



2. Adult Felony Diversion

a) Overall

In February 2022, the CCSAO referred 0 defendants in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 0 defendants failed their diversion program.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	0	0	0	--
Cook County	69	38	19	67%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
--	--	--	--	--	--

Cook County

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	39	23	5	82%
2	Burglary	6	0	1	0%
3	Theft	6	2	0	100%
4	Retail Theft	5	0	2	0%
5	Unlawful Use of Weapons	4	5	7	42%

c) Diversion by Race

Forest Park					Cook County			
Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	0	--	40	24	10	71%
White	0	0	0	--	11	2	5	29%
Latinx	0	0	0	--	10	10	1	91%
Asian	0	0	0	--	1	0	0	--
Biracial	0	0	0	--	0	0	1	0%
Other	0	0	0	--	0	0	0	--
Unknown	0	0	0	--	7	2	2	50%

* The CCSAO's first contact with a felony case typically occurs through the Felony Review process. If an arresting agency decides to charge the arrestee with a felony, the CCSAO's Felony Review Unit (FRU) must be contacted to **review the evidence** and decide whether charges can be filed. Law enforcement can only directly file felonies under limited circumstances, such as narcotics cases, non-felony traffic offenses, and misdemeanors. In some instances, a case may also be directly indicted by a grand jury instead of going through the FRU process. Once the review process is complete, the FRU will either **approve** or **decline** to file the charges or choose to **continue** the case for the police to further investigate. **Approve**: Sufficient facts and evidence support felony charges. **Decline**: the evidence presented is insufficient to support felony charges. If felony charges are not approved by the CCSAO, police can refile the case as a misdemeanor. If initial charges are declined, the CCSAO can call for the investigation to continue and will then review additional evidence when presented. The **approval rate** is calculated by dividing the number of approved cases by the total number of reviewed cases. For example, the FRU reviewed 55 robbery cases - approved 50 and declined 5. The approval rate would be 50/ (50+5) = 91%. Sometimes the FRU will determine that there is not enough information yet from law enforcement to approve or decline charges, so they will classify the case as a Continued Investigation (CI). CI'd case numbers are not included here.

** **Prosecuted**: A case is moved through the system to a conclusion of guilty or not guilty; **Guilty**: defendant was determined to be guilty of criminal charges; **Conviction rate**: Number of guilty dispositions (plea of guilty, finding of guilty, or verdict of guilty) divided by the number of cases prosecuted. Cases that reached disposition during this year may have been initiated prior to this timeframe.

*** Diversion can occur at many points throughout the criminal justice process. As the prosecuting body for Cook County, diversion for the CCSAO refers to connecting defendants to services and programs (e.g., assistance with substance abuse, employment, mental health treatment, etc.), rather than sentencing them to time in custody. Assistant State's Attorneys screen cases and refer eligible defendants to diversion programs. There are pre-plea and post-plea court-based diversion programs available in Cook County; five are pre-plea diversion programs overseen by the CCSAO, and three are post-plea programs overseen by the Office of the Chief Judge. [Learn more about Cook County diversion programs](#). **Referral** is the number of individuals referred to a diversion program. **Graduated** is the number of individuals who successfully completed a diversion program. **Failed** is the number of people who either dropped out of a diversion program or were disqualified from the program (for example getting rearrested). The **graduation rate** is defined as the number of graduates divided by the number of individuals who either graduated or failed a program.



Cook County State's Attorney's Office (CCSAO) March 2022 Report

Forest Park

All incidents for the below cases occurred within Forest Park. CCSAO data in this report does not include misdemeanor charges.

1. Adult Felony Review & Prosecution

a) Overall

In March 2022, the CCSAO reviewed and made a charging decision for 11 adult felony cases in Forest Park. 10 cases were approved resulting in a **91% approval rate**. Overall, the CCSAO prosecuted 5 cases, and all those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 5 were convicted, a **100% conviction rate**.

Area	Felony Review			Prosecution Overall			Prosecution of SAO Filed		
	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate
Forest Park	11	10	91%	5	5	100%	5	5	100%
Cook County	1,378	1,185	86%	1,880	1,405	75%	1,495	1,232	82%

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Aggravated DUI	2	2	100%	Unlawful Use of Weapons	2	2	100%
2	Armed Robbery	2	2	100%	Vehicular Hijacking	1	1	100%
3	Criminal Damage to Property	2	2	100%	Armed Robbery	1	1	100%
4	Unlawful Use of Weapons	2	1	50%	Burglary	1	1	100%
5	Aggravated Robbery	1	1	100%	--	--	--	--

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	534	471	88%	Unlawful Use of Weapons	663	526	79%
2	Sex Crimes	84	53	63%	Narcotics	408	189	46%
3	Burglary	69	68	99%	Aggravated DUI	85	81	95%
4	Retail Theft	63	44	70%	Aggravated Battery Police Officer	81	77	95%
5	Aggravated DUI	62	60	97%	Burglary	63	60	95%

c) Felony Review & Prosecution by Race

Race	Forest Park						Cook County					
	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	6	6	100%	5	5	100%	862	779	90%	1,375	1,001	73%
White	3	3	100%	0	0	--	144	124	86%	165	135	82%
Latinx	2	1	50%	0	0	--	219	182	83%	294	234	80%
Asian	0	0	--	0	0	--	4	3	75%	12	10	83%
Biracial	0	0	--	0	0	--	11	10	91%	10	8	80%
Other	0	0	--	0	0	--	0	0	--	1	1	100%
Unknown	1	1	100%	0	0	--	242	176	73%	22	15	68%



2. Adult Felony Diversion

a) Overall

In March 2022, the CCSAO referred 0 defendants in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 0 defendants failed their diversion program.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	0	0	0	--
Cook County	121	33	11	75%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
--	--	--	--	--	--

Cook County

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	86	19	7	73%
2	Theft	9	4	1	80%
3	Unlawful Use of Weapons	8	4	0	100%
4	Retail Theft	6	1	2	33%
5	Burglary	2	2	1	67%

c) Diversion by Race

Forest Park					Cook County			
Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	0	--	76	15	7	68%
White	0	0	0	--	13	6	1	86%
Latinx	0	0	0	--	18	7	2	78%
Asian	0	0	0	--	0	2	0	100%
Biracial	0	0	0	--	1	0	1	0%
Other	0	0	0	--	0	0	0	--
Unknown	0	0	0	--	13	3	0	100%

* The CCSAO's first contact with a felony case typically occurs through the Felony Review process. If an arresting agency decides to charge the arrestee with a felony, the CCSAO's Felony Review Unit (FRU) must be contacted to **review the evidence** and decide whether charges can be filed. Law enforcement can only directly file felonies under limited circumstances, such as narcotics cases, non-felony traffic offenses, and misdemeanors. In some instances, a case may also be directly indicted by a grand jury instead of going through the FRU process. Once the review process is complete, the FRU will either **approve** or **decline** to file the charges or choose to **continue** the case for the police to further investigate. **Approve**: Sufficient facts and evidence support felony charges. **Decline**: the evidence presented is insufficient to support felony charges. If felony charges are not approved by the CCSAO, police can refile the case as a misdemeanor. If initial charges are declined, the CCSAO can call for the investigation to continue and will then review additional evidence when presented. The **approval rate** is calculated by dividing the number of approved cases by the total number of reviewed cases. For example, the FRU reviewed 55 robbery cases - approved 50 and declined 5. The approval rate would be 50/ (50+5) = 91%. Sometimes the FRU will determine that there is not enough information yet from law enforcement to approve or decline charges, so they will classify the case as a Continued Investigation (CI). CI'd case numbers are not included here.

** **Prosecuted**: A case is moved through the system to a conclusion of guilty or not guilty; **Guilty**: defendant was determined to be guilty of criminal charges; **Conviction rate**: Number of guilty dispositions (plea of guilty, finding of guilty, or verdict of guilty) divided by the number of cases prosecuted. Cases that reached disposition during this year may have been initiated prior to this timeframe.

*** Diversion can occur at many points throughout the criminal justice process. As the prosecuting body for Cook County, diversion for the CCSAO refers to connecting defendants to services and programs (e.g., assistance with substance abuse, employment, mental health treatment, etc.), rather than sentencing them to time in custody. Assistant State's Attorneys screen cases and refer eligible defendants to diversion programs. There are pre-plea and post-plea court-based diversion programs available in Cook County; five are pre-plea diversion programs overseen by the CCSAO, and three are post-plea programs overseen by the Office of the Chief Judge. [Learn more about Cook County diversion programs](#). **Referral** is the number of individuals referred to a diversion program. **Graduated** is the number of individuals who successfully completed a diversion program. **Failed** is the number of people who either dropped out of a diversion program or were disqualified from the program (for example getting rearrested). The **graduation rate** is defined as the number of graduates divided by the number of individuals who either graduated or failed a program.



THANK YOU!

From



Den

Nicholas

Den Lender
Paul

Ellis

Eddo

Drew

Francis

Nolan

mmett



FOREST PARK POLICE DEPARTMENT

Honorable Mention

PRESENTED TO

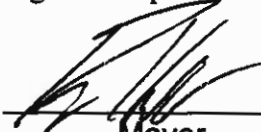
Officer Zach Calamus #265

On 05 Mar 22, at approximately 0034hrs, Officer Calamus observed a suspicious auto in the 600 Harlem/Elgin alley. The vehicle caught Officer Calamus' attention after it was driving slowly behind the Thornton's gas station. Officer Calamus curbed the vehicle in the 500 block of Beloit after it proceeded W/B on Jackson. As Officer Calamus exited his patrol vehicle, a M/B subject immediately exited the rear passenger seat and ran S/B on Beloit, then E/B on Jackson. The offender held his waistband as he ran. Officer Calamus observed the offender holding a firearm with an extended magazine in his right hand, as he ran.

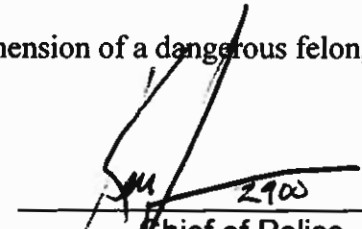
Officer Calamus provided several verbal commands, instructing the offender to stop running and to drop the gun. The offender ignored all verbal commands and the subject continued to flee on foot. Officer Calamus provided constantly provided WESCOM with the offender's direction of travel and location throughout the foot chase. The offender eventually fell to the ground and attempted to hide the gun behind a trash can in the 600 Hannah/Thomas alley. Officer Calamus took the offender into custody and immediately recovered the firearm. A LEADS check revealed the firearm was stolen out of Chicago.

Officer Calamus received felony approval for charges for Aggravated UUW and Possession of a Stolen Firearm from the Cook County State's Attorney's Office.

Officer Calamus' attention to detail and ability to remain calm resulted in the apprehension of a dangerous felon, not only does this bring credit upon himself but to the department as a whole.



Mayor



2900
Chief of Police

VILLAGE OF

North Riverside



Joseph Mengoni
Mayor

Police Department

Christian G. Ehrenberg
Chief of Police

Chief Ken Gross
Forest Park Police Department
517 Desplaines Ave
Forest Park, IL 60130

February 18, 2022

Dear Chief Gross,

On behalf of the North Riverside Police Department I would like to take this opportunity to thank you for the use of your department's bait car and the assistance of Detective Michael O'Connor.

We appreciate your willingness to assist us with this investigation.

Respectfully yours,


Chief Christian Ehrenberg
North Riverside Police Department

City of Northlake

55 East North Avenue • Northlake, IL 60164

Police Department

Committed to Excellence

JEFFREY T. SHERWIN

MAYOR

KEN BERES

CHIEF OF POLICE

March 7, 2022

Kenneth Gross, Chief of Police
Forest Park Police Department
517 Des Plaines Avenue
Forest Park, IL 60130

Dear Chief Gross:

I want to express our gratitude for the assistance/leadership provided by your Sergeant Hall, on behalf of the WESTAF Traffic Reconstruction Unit, during a traffic fatality that occurred in Northlake on February 6, 2022. This particular accident was an extremely difficult one to work due to there being two deaths and vehicles practically beyond recognition. As usual, Sergeant Hall and the entire WESTAF team did an outstanding job.

On behalf of our City, please extend my thank you for the quick and professional response.

Sincerely,



Ken Beres
Chief of Police



EMERGENCY NO. (708) 344-2128 • NON EMERGENCY NO. (708) 531-5755

A Fully Accredited Law Enforcement Agency





Criminal Investigations Division

March and April 2022



The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Lt. Pete Morrisette. Two detectives are assigned to CID; Det. Jarlath Heveran and Det. Joe Schick. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer. LaShan Riggins, the Forest Park Police Department's Evidence Custodian, is a member of CID and aside from her evidence custodian duties performs administrative duties for the investigators, and assists the 24-hour desk, parking, and records when needed. There is a counselor assigned to the department from Amita Health Behavioral Health Clinician. Our Police Crisis Services Worker is Evelyn Simmons. Evelyn is outsourced to the Forest Park Police Department four (4) days a week and has office space within the CID building located at 501 Desplaines Ave.

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

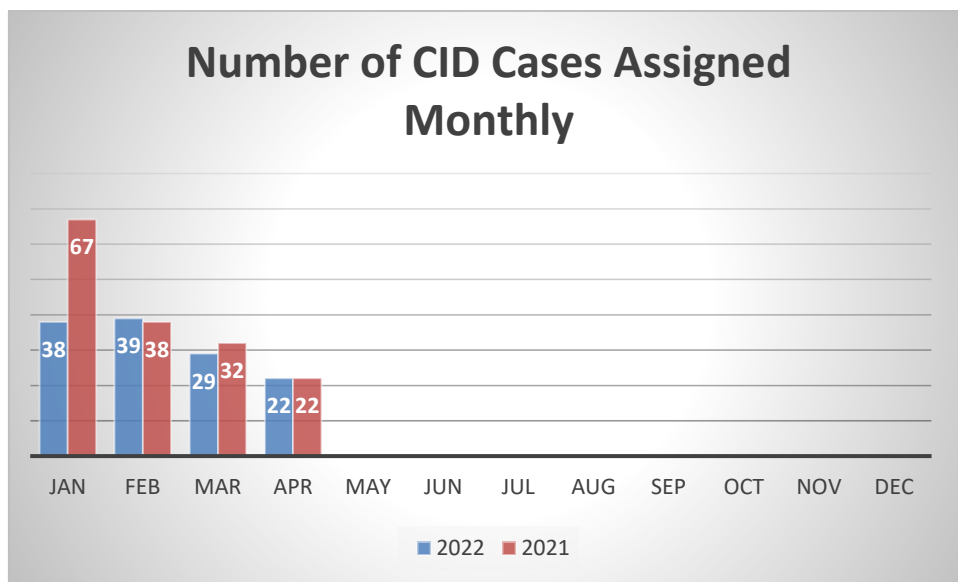
Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed.

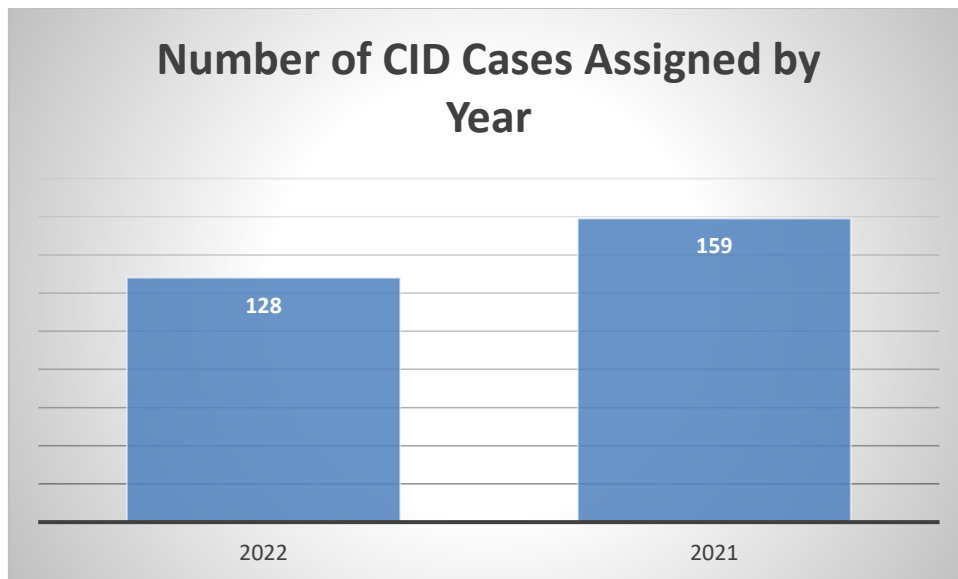
The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There were no WESTAF callouts during this time period.

Currently, the Forest Park Police Department is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Schick and Det. O'Connor are assigned to assist WEDGE. Detective Schick coordinated with Detective Heveran and WEDGE in April to locate a known armed robbery offender, who was taken in to custody and ultimately charged with four convenience store armed robberies.

In February 2022, Forest Park CID joined forces with Chicago Police Department on a Joint Vehicular Hijacking Task Force. This task force has been fast growing as more suburban departments have joined each month to work together to combat an alarming rise in vehicular hijacking incidents that have occurred throughout the Chicago area. Forest Park Police have continued this mission and have shared vital information on intelligence and information regarding known offenders and hot spots that are vulnerable to vehicular hijackings, in which the task force's mission and results was highlighted.

There were 64 incidents assigned to investigators for follow-up in March and April 2022, 29 in March and 22 in April. Case selection has been reduced and screened due to a shortage of manpower as well as focus on an unusual number of major cases occurring recently. Operations and investigations have continued to be affected by pandemic restrictions and orders in place by the Illinois Governor's Office. Courts have been limited or outright closed for business, also limiting the number of active follow-ups, interviews, and the pursuit of warrants and subpoenas for investigative purposes.





Following is a summary of notable investigations in March and April 2022:

- Detective Schick investigated an aggravated battery in which a bar patron was struck by another patron with a glass mug without provocation. Detective Schick was able to make an identification of the suspect, who was also positively identified by the victim and a witness. Through his investigation, Detective Schick was able to determine the suspect's place of work, and the subject was arrested there after attempts to locate him at his residence had failed. Detective Schick charged the suspect with Aggravated Battery.
- Detective Heveran was investigating two separate armed robberies that were committed by what was believe to be the same offender at a convenience store in February 2022. While investigating these cases, a different convenience store was robbed, and a tracking device was surreptitiously placed with the money that the offender took. While tracking the movement of the device, Detective Heveran spotted a suspect vehicle in Chicago. A stop was attempted, which led to the suspect crashing the vehicle and fleeing on foot. Although the vehicle was reported stolen later that night, Detective Heveran was able to develop a suspicion that the vehicle owner's son was in fact the person who had committed all three robberies. Detective Heveran followed up with search warrants for the suspect's phone as well as surveillance footage at numerous places after the robberies had taken place. In doing so, Detective Heveran was able to place the suspect in the location of the robberies as they occurred as well as places he went after the robberies. While searching for the suspect, a fourth robbery took place at a Forest Park convenience store, and Detective Heveran was again able to identify the same suspect as the offender. Working with the WEDGE Task Force, Detective Heveran and Detective Schick were able to locate and take the offender in to custody. He was charged with three counts of armed robbery, and a fourth count is pending further information that is still being collected.
- Detective Schick investigated an Unlawful Restraint and Aggravated Assault report in which the complainant accused her boyfriend of threatening her with a gun and holding her against her will. After interviewing the complainant and receiving pertinent details of the event from her, Detective Schick and Lieutenant Morrisette located the suspect and

placed him in to custody. Detective Schick interviewed the suspect and received several details from him on what had occurred during the night with the complainant. Detective Schick followed up by obtaining surveillance footage from businesses in both Forest Park and elsewhere. All the footage seen corroborated the suspect's version of events and contradicted the complainant's claims. Detective Schick released to suspect without charge and this case was cleared as unfounded.

- Lieutenant Morrisette investigated numerous cases in which victims reported that personal checks that they had placed in United States Mail boxes had apparently been stolen from the mailboxes, and the checks washed, forged, and cashed by numerous suspects. During this investigation, an incident occurred in which two suspects were observed by officers committing a burglary to a mailbox in progress. A pursuit was initiated but the suspects made good on their escape without officers being able to obtain identification of them or the vehicle. Lieutenant Morrisette compiled all pertinent information and brought these cases to United States Postal Inspectors for their investigation.
- Detective Schick investigated a credit card fraud complaint in which the victim accused his home health care worker of using his credit card to purchase alcohol and other things for herself without his permission. Through his investigation, it was determined that the suspect had permission to use the card for various things, including, at times to pay for gas in her vehicle. In speaking with the suspect, she acknowledged that she should not have made the purchases that she made, and she agreed to pay restitution to the victim. Detective Schick facilitated this arrangement, as prosecution would be difficult due to the nature of this case.
- Detective Heveran and Lieutenant Morrisette responded to a call of a robbery that had occurred at a Forest Park liquor store in which the offender sprayed the clerk with mace and fled with bottles of alcohol. Lieutenant Morrisette determined a possible location of the vehicle through database searches, and investigators monitored the area on that day and five days later, they located the offender's vehicle parked on the street. Surveillance was set up until a young boy entered the vehicle. Detectives approached the boy and he led investigators to his mother, who was determined to be the suspect that had previously been identified. She was taken in to custody and subsequently charged with Aggravated Robbery.
- Detective Schick was investigating a report of a customer at a gas station becoming enraged and firing a handgun at the clerk. He did not succeed in striking the clerk. Detective Schick was able to identify the offender through his investigation, and although at this time he was unable to locate him through many attempts, Detective Schick was able to obtain felony charges for Attempted Murder and procured an arrest warrant through Cook County Courts for this charge.
- Detective Heveran investigated a complaint of a masseuse inappropriately touching a client while conducting a massage. Detective Heveran was able to determine that in addition to the complaint, the masseuse was not licensed within the State of Illinois to do massages. Detective Heveran charged the masseuse with Battery as well as reporting

them to the Illinois Department of Professional Regulations so that they may take action against them.

- Detective Schick investigated a burglary report in which the victim alleged that her ex-boyfriend had entered her residence and took some of her belongings. Detective Schick was able to recover some of these items from a Chicago pawn shop and return them to the victim. Complaints were signed and charges are pending against the offender.

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

Training

The FPPD Training Staff conducted three different evolutions of training during the months of March and April 2022. These trainings fall into two categories: those mandated by the Illinois Law Enforcement Training and Standards Board and Illinois State Law, and those that follow modern and best practices that can enrich officers' skills for better performance of their duties.

March:

In Service Training:

This training evolution included the following:

1. Living the Resilient Life by 10-41 Inc, presented by Police Chaplain Tim Perry
2. High Risk Vehicle Stops and Vehicle Ballistics
3. Officer Rescues
4. Policy Review

Range:

This training evolution included the following:

1. Rifle Basic Marksmanship (a classroom familiarization class was also conducted in February 2022) range day. This was a single day for only those officers who have yet to qualify with a duty rifle, to familiarize them with the system's manipulation, function, and basic marksmanship.
2. Instructor Development. This day was designed for the Range Training Staff to develop and rehearse future training evolutions to be presented to the rest of the FPPD officers.

April:

Range:

This training evolution included the following:

1. Annual ILETSB Qualification course and department-wide range training
2. Rifle Advanced Marksmanship I. This training day was again only for those officers who wish to qualify with a duty rifle, and included advanced marksmanship drills and a qualification course.

See the attached Story Boards for further details concerning the training conducted by the officers of the Forest Park Police Department

Accident Investigation

There are no new Forest Park Investigations and we continue to participate in WESTAF Crash Unit.

LESO

The Forest Park Police Department obtained the following equipment free of charge from LESO:

11 - Pistol Holsters • 2 - Tent Cots • 43 - Portable Batteries • 15 - Life Preservers •
• 13 - Peltor Hearing Protectors • 13 - Portable Radios • 1 - Truck Scale (valued at \$40,000) • 8 - Flashlights • 4 - Disinfecting Wipes Cases

Special Response Team (SRT)

There were no SRT activation for the months of March and April.

Special Response Team Training

The SRT did not conduct training for the months of March and April 2022. The next training is June 2022.

Neighborhood Watch

Nothing to Report

Auxiliary Unit

The Auxiliary Unit was assigned to the annual St. Patrick's Day Parade held on Saturday, March 5th, 2022. It was an extremely large turnout between participants and spectators. All assigned members of the unit did a spectacular job and there were no reported negative incidents.

On April 23, 2022 Corporal Curtis assisted the Forest Park Chamber of Commerce with their Spring Wine Walk, there were no negative incidents.

In April 2022, all members of the Auxiliary Unit attended the mandatory firearms training.

The next meeting will be held in May and that will be planning the upcoming Juneteenth Parade scheduled for June 18, 2022.

Forest Park Police Department: 2022 Spring In Service Training

UNCLASSIFIED//FOUO

WHO: FPPD Full, Part-Time Officers

WHAT: Conduct Annual Spring In Service Training

WHEN: March 2022

WHERE: FPPD Station and Off-site lot

WHY: Develop Officers' ability to utilize available ballistic cover while engaging in law enforcement activity in or around vehicles, as well as provide officers with resources to improve mental health.

PRIMARY OBJECTIVES:

- Introduce officers to resources to improve mental health
- Familiarize officers with use of vehicles for ballistic cover
- Conduct Annual Review of FPPD Policies

SUMMARY:

The FPPD Training Staff conducted In Service training for all Full and Part-Time Officers during March 2022. Officers were introduced to the Living the Resilient Life program by 10-41 Inc., presented by Police Chaplain Tim Perry, to give officers resources to improve their mental health and well-being.

Focus was also on scenario-based tactical training, utilizing vehicles to provide cover for felony traffic stops and rescue operations, giving those involved the greatest level of safety. This is due to data trends showing Officer involved shootings tend to occur around vehicles, at close distances, in low light, and while the officer is injured. Lastly, FPPD officer's reviewed and discussed several FPPD policies.



Officers receiving Resilient Life training from Police Chaplain Tim Perry



Officers rehearsing a safe resolution of a felony traffic stop



Training Officers conducting a review of performance post-scenario



Officer utilizing ballistic cover provided by vehicles to stay safe during LE operations

FPPD personnel conducts In Service Training at locations in Forest Park . The training increased FPPD personnel's readiness and ability to conduct daily law enforcement operations within the Village of Forest Park.

Forest Park Police Department: 2022 Spring Range Training – KCSO Range

UNCLASSIFIED//FOUO

WHO: FPPD Full, Part-Time, and Auxiliary Officers

WHAT: Conduct Firearms Training

WHEN: April-May 2022

WHERE: Kendall County Sheriff's Office Training Facility

WHY: Develop Officers' adaptive mindset, situational awareness and emergency skills proficiency that increases their chance of a successful outcome in an encounter where deadly force may be required.

PRIMARY OBJECTIVES:

- Familiarize personnel with training techniques
- Develop solid fundamental one hand skills
- Qualify personnel as required by ILETSB

SUMMARY:

The FPPD Range Staff conducted training for all Sworn and non-Sworn Officers in small arms use and manipulation. Focusing on mastery of the basic principles and fundamentals of marksmanship improved Officers' confidence levels in not only personal skill sets but confidence in their weapon systems as well. This confidence can decrease the likelihood of panic that can occur in tense and uncertain incidents. Skill development focused on one-handed manipulation and shooting at close distances, both of which are likely factors to be present in officer involved shootings. Of note, this was PPO Blackwell's first FPPD-led range training.



Auxiliary non-Sworn Officers receiving instruction from Training Staff



Officer observing "shoot" and "no-shoot" targets



PPO Blackwell performing a realistic shoot and move drill



Officer preparing to fire single-handed on a timed drill

FPPD personnel conducts Small Arms Weapons Training at KCSP Range . The training increased FPPD personnel's readiness and ability to conduct daily law enforcement operations within the Village of Forest Park.

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	\$ 36,615.52
Public Affairs	\$ 21,600.73
Police Department	\$ 825.56
Community Center	\$ 6,203.01
Accounts & Finance (Clerks Office)	\$ 177,264.98
Accounts & Finance (Fire Department)	\$ 28,242.24
Department of Health & Safety	\$ 11,095.94
Street Department	\$ 30,037.63
Public Property	\$ 61,242.82
Seizure	\$ 380.00
Federal Custom	\$ 3,432.67
TIF	\$ 2,229.25
VIP	\$ 97,983.52
Water Department	\$ 156,570.44
TOTAL	\$ 633,724.31

ADOPTED BY THE Council of the Village of Forest Park this 23rd Day of May, 2022.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-013	Park District of Forest Park	05/11/2022	6,625.19
100-00-000-4111-210	Forest Park Public Library	05/09/2022	27,546.72
100-00-000-4220-300	Total Parking Solutions Inc	05/06/2022	179.00
100-00-000-4230-130	Steve Green	05/11/2022	25.00
100-00-000-4450-121	Passport Labs Inc	04/30/2022	128.02
100-00-000-4450-130	Passport Labs Inc	04/30/2022	2,007.25
100-00-000-4450-140	Passport Labs Inc	04/30/2022	104.34
Refunds and Allocations			36,615.52



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-300	Rachell Entler	05/09/2022	53.97
100-10-101-6120-305	Darien Marion-Burton	05/06/2022	425.00
100-10-101-6120-305	Westgate Flower and Plant Shop	05/13/2022	57.98
100-10-101-6150-112	Illinois City/County Management Association	05/16/2022	323.25
100-10-101-6150-202	Health Endeavors SC	04/27/2022	1,520.00
100-10-101-6150-202	Stanard & Associates Inc	04/29/2022	1,350.00
100-10-101-6150-202	Stanard & Associates Inc	04/30/2022	5,755.03
100-10-101-6150-220	Shavon Wesley	05/11/2022	495.00
100-11-111-6100-120	Techno Consulting Inc	05/01/2022	3,500.00
100-11-111-6110-105	Techno Consulting Inc	04/29/2022	275.00
100-11-111-6110-110	Techno Consulting Inc	05/01/2022	6,700.00
100-11-111-6110-110	Techno Consulting Inc	05/01/2022	245.50
100-11-111-6110-110	Techno Consulting Inc	05/01/2022	850.00
100-11-111-6110-110	Techno Consulting Inc	05/01/2022	50.00
Public Affairs			21,600.73



Account Number	Vendor	Invoice Date	Amount
100-12-124-6150-114	Thomson Reuters-West	05/01/2022	405.56
100-12-124-6150-114	CovertTrack Group Inc	05/04/2022	420.00
	Police Department		825.56



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	05/03/2022	216.20
100-15-151-6140-200	SCHAUERS HARDWARE	04/30/2022	98.96
100-15-153-6170-202	Raging Waves	02/16/2022	2,154.15
100-15-154-6170-105	American Mobile Staging Inc	02/24/2022	1,535.00
100-15-154-6170-110	Aries Charter Transportation Inc	03/31/2022	938.70
100-15-154-6170-110	Aries Charter Transportation Inc	03/31/2022	1,260.00
Community Center			6,203.01



Account Number	Vendor	Invoice Date	Amount
100-00-000-1201-001	Illinois Counties Risk Management Trust	06/01/2022	55,446.13
100-00-000-1201-001	Illinois Counties Risk Management Trust	06/01/2022	85,299.38
100-21-211-6140-104	Quill	04/20/2022	117.17
100-21-211-6140-104	Quill	04/27/2022	0.82
100-21-211-6140-140	Quill	04/20/2022	48.99
100-21-211-6140-140	Quill	04/27/2022	69.73
100-21-211-6150-116	Growing Community Media NFP	05/04/2022	50.00
100-21-211-6150-150	AT&T	05/01/2022	580.40
100-21-211-6150-150	AT&T	05/04/2022	80.38
100-21-211-6150-150	AT&T LONG DISTANCE	05/04/2022	5.07
100-21-211-6160-001	Caliber Collision	10/22/2021	2,500.00
100-21-211-6160-001	Mesirow Insurance Services	05/11/2022	100.00
100-21-211-6190-003	POLICE PENSION FUND	05/09/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	05/09/2022	5,714.29
100-21-211-6191-001	POLICE PENSION FUND	05/09/2022	9,268.76
100-21-211-6191-002	Firefighters Pension Fund	05/09/2022	10,093.57
100-22-221-6320-310	Christopher Burke Engineering LTD	05/04/2022	2,176.00
Accounts & Finance (Clerks Office)			177,264.98



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	04/30/2022	7.19
100-30-301-6140-200	C.G.Professional Services Inc	04/19/2022	374.27
100-30-301-7000-040	Grainger Inc.	04/29/2022	35.72
100-30-301-7000-040	Witmer Public Safety Group	05/06/2022	906.35
100-30-302-6110-110	Aladtec Inc	04/22/2022	2,853.00
100-30-302-6145-105	Artistic Engraving	10/30/2021	223.07
100-30-303-6100-160	Metro Paramedic Services Inc	04/27/2022	37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	04/27/2022	(13,895.36)
Accounts & Finance (Fire Department)			28,242.24



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	04/21/2022	990.00
100-40-401-5000-017	Raymond Traynor	05/09/2022	855.00
100-40-402-6100-115	Muse Community + Design	04/30/2022	500.00
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	860.00
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	985.00
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	2,859.11
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	467.50
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	492.50
100-40-402-6141-003	Christopher Burke Engineering LTD	05/04/2022	682.50
100-40-402-6150-232	B&F Construction Code Service	04/29/2022	805.00
100-40-402-6150-240	Growing Community Media NFP	05/04/2022	112.00
100-40-402-6150-240	Growing Community Media NFP	05/04/2022	168.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	05/01/2022	1,200.00
100-40-410-6140-110	Forest Printing Company	05/16/2022	101.70
100-40-410-6140-202	SCHAUERS HARDWARE	04/30/2022	17.63
Department of Health & Safety			11,095.94



Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	04/21/2022	3,971.82
100-50-502-6185-102	Greenwood Transfer LLC	11/07/2021	524.45
100-50-502-6185-102	Greenwood Transfer LLC	11/14/2021	1,278.61
100-50-502-6185-102	Greenwood Transfer LLC	11/21/2021	3,464.92
100-50-502-6185-102	Greenwood Transfer LLC	11/28/2021	4,232.03
100-50-502-6185-108	SCHAUERS HARDWARE	04/30/2022	11.68
100-50-502-6185-110	SCHAUERS HARDWARE	04/30/2022	26.98
100-50-502-6185-110	ULINE	05/02/2022	164.00
100-50-502-6185-110	ULINE	05/02/2022	29.40
100-50-502-6185-505	West Cook County Solid Waste	04/30/2022	16,333.74
Street Department			30,037.63



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Brandon Betancourt	05/05/2022	79.51
100-55-552-6180-101	SCHAUERS HARDWARE	04/30/2022	253.84
100-55-552-6180-114	SCHAUERS HARDWARE	04/30/2022	71.98
100-55-552-6180-114	Case Lots Inc	03/18/2022	678.60
100-55-552-6180-114	Case Lots Inc	04/28/2022	598.80
100-55-552-6180-114	RUSSO POWER EQUIPMENT	04/04/2022	353.96
100-55-552-6180-114	McAdam Landscaping	05/05/2022	368.00
100-55-553-6180-150	Lyons Pinner Electric Co	04/21/2022	7,648.05
100-55-553-6180-150	Lyons Pinner Electric Co	04/21/2022	3,518.27
100-55-553-6180-150	Lyons Pinner Electric Co	04/21/2022	560.00
100-55-553-6180-150	Lyons Pinner Electric Co	04/24/2022	3,475.54
100-55-553-6180-150	Lyons Pinner Electric Co	04/28/2022	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	05/10/2022	330.00
100-55-553-6180-152	Lyons Pinner Electric Co	04/21/2022	365.00
100-55-553-6180-152	Lyons Pinner Electric Co	04/28/2022	595.00
100-55-553-6180-160	Com Ed	04/26/2022	688.20
100-55-553-6180-160	Com Ed	04/28/2022	365.84
100-55-553-6180-160	Com Ed	04/28/2022	124.83
100-55-555-6180-100	SCHAUERS HARDWARE	04/30/2022	69.99
100-55-555-6180-100	American Door and Dock	03/28/2022	393.00
100-55-555-6180-100	Quill	04/27/2022	182.35
100-55-555-6180-100	Colley Elevator Co	05/01/2022	276.00
100-55-555-6180-100	Jim Hoppe Masonry	05/13/2022	350.00
100-55-555-6180-110	SCHAUERS HARDWARE	04/30/2022	120.58
100-55-555-6180-110	Comcast	05/02/2022	50.48
100-55-555-6180-130	Cintas Corporation No. 769	02/04/2022	303.25
100-55-555-6180-130	Cintas Corporation No. 769	02/18/2022	303.25
100-55-555-6180-130	Cintas Corporation No. 769	03/04/2022	303.25
100-55-555-6180-130	Comcast	05/01/2022	382.62
100-55-555-6180-130	Case Lots Inc	05/03/2022	163.70
100-55-555-6180-140	SCHAUERS HARDWARE	04/30/2022	40.16
100-55-555-6180-140	Quill	04/20/2022	272.96
100-55-555-6180-140	Comcast	04/28/2022	2.10
100-55-560-6180-175	SCHAUERS HARDWARE	04/30/2022	53.98



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Lindco Equipment Sales Inc	04/29/2022	410.29
100-55-570-6155-106	Pulltarps Mfg	11/30/2021	297.97
100-55-570-6155-106	Pulltarps Mfg	01/11/2022	662.90
100-55-570-6155-106	Fleet Safety Supply	05/04/2022	388.81
100-55-570-6155-112	Caliber Collision	02/01/2022	235.10
100-55-570-6155-112	Caliber Collision	02/17/2022	3,894.08
100-55-570-6155-112	Berwyn Garage	04/20/2022	823.58
100-55-570-6155-112	Freeway Ford Sterling Truck	04/15/2022	6,596.80
100-55-570-6155-112	Action Transmission & Auto	05/02/2022	704.01
100-55-570-6155-112	Action Transmission & Auto	05/02/2022	227.82
100-55-570-6155-112	Action Transmission & Auto	05/06/2022	1,477.45
100-55-570-6155-112	Action Transmission & Auto	05/09/2022	440.70
100-55-570-6155-112	Action Transmission & Auto	05/09/2022	261.57
100-55-570-6155-112	Action Transmission & Auto	05/09/2022	462.30
100-55-570-6155-202	Berwyn Garage	04/06/2022	1,017.99
100-55-570-6155-202	Berwyn Garage	04/06/2022	981.12
100-55-570-6155-202	Berwyn Garage	04/18/2022	419.59
100-55-570-6155-202	Larry Roesch Chrysler Jeep Dodge Ram	05/05/2022	15,924.25
100-55-585-6180-305	ULINE	05/02/2022	30.00
100-55-585-6180-322	Westchester Lock & Key Service Inc	05/16/2022	1,294.50
Public Property			61,242.82



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Quiroz Auto Repair Inc	05/03/2022	380.00
	Seizure		380.00



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Illinois Alarm	04/18/2022	292.29
232-00-000-6900-232	North East Multi-Reg Training	04/28/2022	255.00
232-00-000-6900-232	Ray O'Herron Co Inc	04/20/2022	210.00
232-00-000-6900-232	S & S Electric Service Inc	04/29/2022	298.00
232-00-000-6900-232	Dan Miller	05/16/2022	137.70
232-00-000-6900-232	Motorola Solutions StarCom21 Network	05/01/2022	110.00
232-00-000-6900-232	North East Multi-Reg Training	05/09/2022	350.00
232-00-000-6900-232	Nitv Federal Services	04/19/2022	495.00
232-00-000-6900-232	TForce Freight	05/05/2022	1,284.68
	Federal Customs		3,432.67



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	05/04/2022	196.25
302-00-000-6185-700	Christopher Burke Engineering LTD	05/04/2022	2,033.00
		TIF	2,229.25



Account Number	Vendor	Invoice Date	Amount
312-00-000-2001-001	State of Illinois Treasurer	05/01/2022	29,492.99
312-00-000-6100-105	Christopher Burke Engineering LTD	05/04/2022	3,068.00
312-00-000-6310-002	Amalgamated Bank of Chicago	05/01/2022	39,750.00
312-00-000-7000-109	Christopher Burke Engineering LTD	05/04/2022	21,784.80
312-00-000-7000-120	Christopher Burke Engineering LTD	05/04/2022	2,176.00
312-00-000-7000-120	Christopher Burke Engineering LTD	05/04/2022	630.00
312-00-000-7000-312	Christopher Burke Engineering LTD	05/04/2022	526.73
312-00-000-7000-312	K-Five Hodgkins LLC	04/22/2022	155.00
312-00-000-7000-312	SSA LLC	04/26/2022	400.00
VIP			97,983.52



Account Number	Vendor	Invoice Date	Amount
501-00-000-2001-002	Kimberly & Tiber Scheer	05/11/2022	41.02
501-80-800-6110-105	Springbrook Holding Company LLC	05/04/2022	583.50
501-80-800-6150-154	Com Ed	04/28/2022	75.36
501-80-800-6150-154	Com Ed	04/28/2022	20.53
501-80-800-6150-154	Com Ed	04/29/2022	46.74
501-80-800-6150-154	Constellation Energy Services Inc	04/28/2022	3,032.87
501-80-800-6150-154	Constellation Energy Services Inc	05/02/2022	1,318.87
501-80-800-6155-110	SCHAUERS HARDWARE	04/30/2022	64.76
501-80-800-6800-100	City of Chicago	05/10/2022	140,125.29
501-80-800-6800-150	National Power Rodding Corp	02/24/2022	1,800.00
501-80-800-6800-151	Core & Main LP	04/22/2022	494.64
501-80-800-6800-151	Clear View	05/09/2022	3,355.00
501-80-800-6800-152	The Hydrant Doctor	05/04/2022	285.00
501-80-800-6800-176	Core & Main LP	04/22/2022	754.36
501-80-800-7000-010	Christopher Burke Engineering LTD	05/04/2022	1,317.50
501-80-800-7000-020	Christopher Burke Engineering LTD	05/04/2022	3,255.00
Water Department			156,570.44

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action related to the adoption of a resolution authorizing the award of contract for the 510 Des Plaines Avenue Green Parking Lot Project to Chicagoland Paving Contractors, Inc.

Background

At the February 14, 2022 Village Council Meeting, the Village Council tabled action concerning the awarding of a contract for the 510 Des Plaines Avenue Green Parking Lot Project.

Following this meeting, staff learned that the Metropolitan Water Reclamation District (MWRD) is unable to provide the Village with any additional supplemental funding for this project; their project partnership contribution still stands at \$201,600.

To recap, the Village's initial project partnership contribution amounted to \$115,200 based upon an estimated construction cost of \$288,000 (2020 estimate). This local share contribution would be paid out of the Village's VIP Fund account.

With the low bid coming in at \$345,000, the Village's local share contribution now stands at \$177,900; this sum represents an increase of \$62,700 in local match dollars.

The additional project costs reflect increases in material and labor costs (2022 values and rates vs. 2020 estimates) as well as an increase of \$6,000 in construction engineering costs.

As an alternative to just using VIP monies as its local share contribution, the Village can choose to continue to fund the project using local VIP Fund monies at the original \$115,200 amount, and, can choose to utilize \$62,700 of its \$1.863M ARPA allotment as its local share contribution; this project is ARPA eligible as it provides green/flood benefits.

Following the Village Council's discussion and direction as to whether this project shall be pursued, staff will either effectuate the commencement of the project or will inform the MWRD that the Village will not be pursuing the project at this time. Should it be the latter, the Village will need to reapply with the MWRD for a green infrastructure project partnership for said project in the future. Under this scenario, assuming future project bid costs remain constant and MWRD funding 70% of construction costs, the Village's share of a \$345,000 project would amount to \$138,500.

In March of this year, the Village Council tabled action on the award of this contract pending notification of the status of recent federal grant applications for green infrastructure projects (one application sought funding for the 510 Des Plaines project). Village staff has no update to provide to the Village Council regarding the status of these grant applications, following several attempts to be advised of same. Since the Village is required to be under contract for this project by June of this year per MWRD project partner guidelines, Village staff shall be directed at tonight's meeting if this project will be a go during Calendar Year 2022. Either the Village must accept financial responsibility for the incremental project costs (total Village cost share is \$177,900), or, decide to decline MWRD's cost share award for said project.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

February 14, 2022

Issue Statement

Request for Village Council action related to the adoption of a resolution authorizing the award of contract for the 510 Des Plaines Avenue Green Parking Lot project to Chicagoland Paving Contractors, Inc.

Background

Pursuant to Village Council direction a little more than a month ago, the Village solicited bids for its 510 Des Plaines Avenue parking lot project. As a reminder, the proposed project will convert the Village's existing asphalt employee parking lot to a green permeable paver parking lot. The conversion of this parking lot from asphalt to pavers will provide compensatory flood storage benefits to the area (approximately 40,000 gallons); following a rain event, this water will slowly be released into the adjacent combined sewer. Today, stormwater flows from this parking lot into said combined sewer without restriction.

Staff along with the Village's Engineer have reported to the Council the concern of potential forecasted cost increases associated with the project due to pricing reflected in recent public bids.

The original project cost estimate (construction portion) amounted to \$288,000. The Metropolitan Water Reclamation District (MWRD) has partnered with the Village on this project and has committed to providing 70% of construction cost related funding, or \$201,600; the Village's portion being \$86,400 (for construction) and approximately \$28,800 for construction observation engineering costs (\$115,200 total).

As noted on the attachments; bids came back somewhat favorably (though higher than the original \$288,000 estimate) given market conditions at the present time. The low bid amounted to \$345,000.

In light of this bid, the Village share cost of the project now amounts to \$143,400 (construction) plus \$35,000 (engineering). The increase in Village share cost reflects increases in material and labor costs (vs. 2020 estimates) and now the MWRD will be funding 58% of the construction costs vs. the original 70% share; the \$201,600 funding amount is a fixed amount per the agreement that the Village has with the MWRD. The cost differential for engineering amounts to \$6,000.

Should the Village Council decide to move forward with this project, a motion shall be made to adopt the attached resolution to award the contract to Chicagoland Paving Contractors, Inc. In the alternative, should the Council decide to not pursue the project at this time, a motion shall be made to reject all bids received for said project. The MWRD partnership award would then be cancelled; the Village will later need to decide if it will reapply for a future MWRD partnership for said project through a similar competitive application process.

Attachments

- Bid results and recommendation letter from CBBEL related to award of contract.
- Resolution authorizing award of contract to Chicagoland Paving Contractors, Inc.

**A RESOLUTION AUTHORIZING THE AWARD OF THE CONTRACT FOR THE
510 DESPLAINES GREEN PARKING LOT PROJECT TO CHICAGOLAND
PAVING CONTRACTORS, INC. IN THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park has advertised for bids for the 510 Desplaines Green Parking Lot Project ("Project"), in the Village of Forest Park; and

WHEREAS, on February 1, 2022 at 10:00 a.m., the bid results were publicly opened, read aloud and the following five (5) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd.:

	COMPANY	BID
-	<i>Engineer's Estimate</i>	<i>\$473,755.00</i>
1	Chicagoland Paving Contractors, Inc.	\$345,000.00
2	A Lamp Concrete Contractors, Inc.	\$388,380.00
3	Swallow Construction	\$428,337.50
4	V3 Construction Group, Ltd.	\$444,604.00
5	Martam Construction, Inc.	\$472,524.00

WHEREAS, Chicagoland Paving Contractors, Inc. was the apparent low bidder and provided the correct forms required, including bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineers, who have determined Chicagoland Paving Contractors, Inc. to be a responsible bidder, and have recommended to the Village Council that the award of contract for the Project in the Village of Forest Park be made to Chicagoland Paving Contractors, Inc. in the amount of \$345,000.00; 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, in the Village of Forest Park, to the lowest responsible bidder, Chicagoland Paving Contractors, Inc., in the amount of \$345,000.00; 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 Chicagoland Paving Contractors, Inc., 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 facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project, in the Village of Forest Park, to the lowest responsible bidder, Chicagoland Paving Contractors, Inc., in the amount of \$345,000.00, with a portion of the Project cost being underwritten with a Metropolitan Water Reclamation District funding, in the amount of \$201,600.00.

Section 3. 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, in the Village of Forest Park, to the lowest responsible bidder, Chicagoland Paving Contractors, Inc., in the amount of \$345,000.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd 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

February 1, 2022

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 510 Des Plaines Green Parking Lot Project
Bid Results / Recommendation of Award
(CBBEL Project No. 00-23BG0100)

Dear Mr. Amidei:

On Tuesday, February 1, 2022 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 510 Des Plaines Green Parking Lot Project. Five (5) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 473,755.00
1	CHICAGOLAND PAVING CONTRACTORS, INC.	\$ 345,000.00
2	A LAMP CONCRETE CONTRACTORS, INC.	\$ 388,380.00
3	SWALLOW CONSTRUCTION	\$ 428,337.50
4	V3 CONSTRUCTION GROUP, LTD.	\$ 444,604.00
5	MARTAM CONSTRUCTION, INC.	\$ 472,524.00

Chicagoland Paving Contractors, Inc. is the low bidder with a bid of \$345,000.00. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with Chicagoland Paving Contractors, Inc. previously and they appear qualified to perform this work.

Please note that this project is receiving \$201,600.00 of funding from MWRD. 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 - 510 Des Plaines Green Parking Lot

Bid Tabulation

Design Firm Name: Christopher B. Burke Engineering

Design Firm Project #: 000023BG100

Date: 2/1/2022

					ENGINEERS ESTIMATE		Chicagoland Paving Contractors Inc.		A Lamp Concrete Contractors, Inc.		Swallow Construction		V3 Construction Group, LTD.		Martam Construction, Inc.	
					Bid Bond		YES		YES		YES		YES		YES	
					Addendum		YES		YES		YES		YES		YES	
SP	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*	1	TREE TRUNK PROTECTION	EACH	6	\$ 200.00	\$ 1,200.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 105.00	\$ 630.00	\$ 320.00	\$ 1,920.00	\$ 360.00	\$ 2,160.00
	2	TREE ROOT PRUNING	EACH	6	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 150.00	\$ 900.00	\$ 260.00	\$ 1,560.00	\$ 360.00	\$ 2,160.00
	3	NITROGEN FERTILIZER NUTRIENT	POUND	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 25.00	\$ 25.00	\$ 53.00	\$ 53.00	\$ 15.00	\$ 15.00
	4	POTASSIUM FERTILIZER NUTRIENT	POUND	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 25.00	\$ 25.00	\$ 53.00	\$ 53.00	\$ 15.00	\$ 15.00
	5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 25.00	\$ 25.00	\$ 53.00	\$ 53.00	\$ 15.00	\$ 15.00
	6	SODDING	SQ YD	24	\$ 50.00	\$ 1,200.00	\$ 25.00	\$ 600.00	\$ 50.00	\$ 1,200.00	\$ 30.00	\$ 720.00	\$ 79.00	\$ 1,896.00	\$ 120.00	\$ 2,880.00
	7	EARTH EXCAVATION	CU YD	854	\$ 55.00	\$ 46,970.00	\$ 32.00	\$ 27,328.00	\$ 48.00	\$ 40,992.00	\$ 40.00	\$ 34,160.00	\$ 70.00	\$ 59,780.00	\$ 52.00	\$ 44,408.00
	8	INLET FILTERS	EACH	2	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00	\$ 15.00	\$ 30.00	\$ 161.00	\$ 322.00	\$ 150.00	\$ 300.00	\$ 260.00	\$ 520.00
	9	AGGREGATE SUBGRADE IMPROVEMENT, CA-1 GRADATION	CU YD	22	\$ 100.00	\$ 2,200.00	\$ 35.00	\$ 770.00	\$ 10.00	\$ 220.00	\$ 54.00	\$ 1,188.00	\$ 92.00	\$ 2,024.00	\$ 88.00	\$ 1,936.00
	10	GRANULAR SUBGRADE, CA-1 GRADATION, 18 INCH	SQ YD	1280	\$ 58.00	\$ 74,240.00	\$ 20.00	\$ 25,600.00	\$ 23.00	\$ 29,440.00	\$ 23.25	\$ 29,760.00	\$ 45.00	\$ 57,600.00	\$ 38.00	\$ 48,640.00
	11	GRANULAR SUBGRADE, CA-7 GRADATION, 6 INCH	SQ YD	1280	\$ 10.00	\$ 12,800.00	\$ 7.50	\$ 9,600.00	\$ 12.50	\$ 16,000.00	\$ 10.00	\$ 12,800.00	\$ 15.00	\$ 19,200.00	\$ 22.00	\$ 28,160.00
*	12	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	45	\$ 140.00	\$ 6,300.00	\$ 120.00	\$ 5,400.00	\$ 107.00	\$ 4,815.00	\$ 116.00	\$ 5,220.00	\$ 160.00	\$ 7,200.00	\$ 189.00	\$ 8,505.00
*	13	PAVEMENT REMOVAL	SQ YD	1280	\$ 15.00	\$ 19,200.00	\$ 4.50	\$ 5,760.00	\$ 5.00	\$ 6,400.00	\$ 17.00	\$ 21,760.00	\$ 22.00	\$ 28,160.00	\$ 18.00	\$ 23,040.00
*	14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	350	\$ 10.00	\$ 3,500.00	\$ 5.00	\$ 1,750.00	\$ 6.00	\$ 2,100.00	\$ 2.00	\$ 700.00	\$ 5.75	\$ 2,012.50	\$ 14.00	\$ 4,900.00
*	15	SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	350	\$ 20.00	\$ 7,000.00	\$ 12.25	\$ 4,287.50	\$ 9.00	\$ 3,150.00	\$ 12.00	\$ 4,200.00	\$ 18.00	\$ 6,300.00	\$ 14.00	\$ 4,900.00
*	16	REMOVAL AND DISPOSAL OF WHEEL STOPS	EACH	5	\$ 60.00	\$ 300.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 63.00	\$ 315.00	\$ 130.00	\$ 650.00	\$ 60.00	\$ 300.00
*	17	FURNISH AND INSTALL WHEEL STOPS	EACH	8	\$ 150.00	\$ 1,200.00	\$ 175.00	\$ 1,400.00	\$ 125.00	\$ 1,000.00	\$ 125.00	\$ 1,000.00	\$ 350.00	\$ 2,800.00	\$ 215.00	\$ 1,720.00
*	18	COPPER WATER LINE, 2 INCH	FOOT	7	\$ 275.00	\$ 1,925.00	\$ 270.00	\$ 1,890.00	\$ 525.00	\$ 3,675.00	\$ 350.00	\$ 2,450.00	\$ 340.00	\$ 2,380.00	\$ 286.00	\$ 2,002.00
*	19	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	325	\$ 40.00	\$ 13,000.00	\$ 49.00	\$ 15,925.00	\$ 32.50	\$ 10,562.50	\$ 51.00	\$ 16,575.00	\$ 57.00	\$ 18,525.00	\$ 37.00	\$ 12,025.00
	20	METAL POST, TYPE A	FOOT	60	\$ 20.00	\$ 1,200.00	\$ 16.00	\$ 960.00	\$ 20.00	\$ 1,200.00	\$ 14.00	\$ 840.00	\$ 37.00	\$ 2,220.00	\$ 16.00	\$ 960.00
*	21	WOVEN GEOTEXTILE FABRIC	SQ YD	1280	\$ 5.00	\$ 6,400.00	\$ 1.50	\$ 1,920.00	\$ 1.50	\$ 1,920.00	\$ 5.25	\$ 6,720.00	\$ 1.00	\$ 1,280.00	\$ 3.50	\$ 4,480.00
	22	CONCRETE RETAINING EDGE	FOOT	150	\$ 30.00	\$ 4,500.00	\$ 58.50	\$ 8,775.00	\$ 26.00	\$ 3,900.00	\$ 60.00	\$ 9,000.00	\$ 32.00	\$ 4,800.00	\$ 48.00	\$ 7,200.00
*	23	OBSERVATION WELL	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,375.00	\$ 2,750.00	\$ 840.00	\$ 1,680.00	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,160.00	\$ 2,320.00
*	24	PIPE UNDERDRAINS 4 INCH, SPECIAL	FOOT	255	\$ 40.00	\$ 10,200.00	\$ 57.00	\$ 14,535.00	\$ 41.00	\$ 10,455.00	\$ 35.00	\$ 8,925.00	\$ 44.00	\$ 11,220.00	\$ 44.00	\$ 11,220.00
*	25	PERMEABLE INTERLOCKING CONCRETE PAVERS, 3 1/8 INCH	SQ FT	11050	\$ 18.00	\$ 198,900.00	\$ 14.35	\$ 158,567.50	\$ 15.50	\$ 171,275.00	\$ 15.75	\$ 174,037.50	\$ 14.75	\$ 162,987.50	\$ 16.00	\$ 176,800.00
*	26	WHITE GRANITE INLAID PAVEMENT MARKING, 5 INCH	SQ FT	365	\$ 30.00	\$ 10,950.00	\$ 17.00	\$ 6,205.00	\$ 47.50	\$ 17,337.50	\$ 21.00	\$ 7,665.00	\$ 45.00	\$ 16,425.00	\$ 50.00	\$ 18,250.00
	27	NON-SPECIAL WASTE DISPOSAL	CU YD	125	\$ 150.00	\$ 18,750.00	\$ 50.00	\$ 6,250.00	\$ 75.00	\$ 9,375.00	\$ 1.00	\$ 125.00	\$ 67.00	\$ 8,375.00	\$ 94.00	\$ 11,750.00
	28	SPECIAL WASTE PLANS AND REPORTS	L SUM	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 200.00	\$ 200.00	\$ 1,100.00	\$ 1,100.00	\$ 5,600.00	\$ 5,600.00
	29	SOIL DISPOSAL ANALYSIS	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,675.00	\$ 1,675.00	\$ 100.00	\$ 100.00	\$ 3,200.00	\$ 3,200.00	\$ 1,680.00	\$ 1,680.00
*	30	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 28,747.00	\$ 28,747.00	\$ 24,000.00	\$ 24,000.00	\$ 72,500.00	\$ 72,500.00	\$ 2,600.00	\$ 2,600.00	\$ 25,000.00	\$ 25,000.00
*	31	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,400.00	\$ 4,400.00	\$ 6,500.00	\$ 6,500.00	\$ 3,200.00	\$ 3,200.00	\$ 7,500.00	\$ 7,500.00
*	32	MODIFIED TOPSOIL	CU YD	7	\$ 200.00	\$ 1,400.00	\$ 150.00	\$ 1,050.00	\$ 225.00	\$ 1,575.00	\$ 50.00	\$ 350.00	\$ 110.00	\$ 770.00	\$ 235.00	\$ 1,645.00
*	33	BIOSOLIDS, DELIVER AND PLACE, 1 1/2 INCH, SPECIAL	SQ YD	180	\$ 3.00	\$ 540.00	\$ 15.00	\$ 2,700.00	\$ 15.00	\$ 2,700.00	\$ 20.00	\$ 3,600.00	\$ 16.00	\$ 2,880.00	\$ 8.50	\$ 1,530.00
	34	MULCH	CU YD	20	\$ 75.00	\$ 1,500.00	\$ 95.00	\$ 1,900.00	\$ 75.00	\$ 1,500.00	\$ 50.00	\$ 1,000.00	\$ 79.00	\$ 1,580.00	\$ 90.00	\$ 1,800.00
*	35	EDUCATIONAL SIGNS	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 100.00	\$ 200.00	\$ 3,500.00	\$ 7,000.00	\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 3,200.00	\$ 600.00	\$ 1,200.00
*	36	INFORMATIONAL SIGN	EACH	1	\$ 750.00	\$ 750.00	\$ 100.00	\$ 100.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 188.00	\$ 188.00
*	37	AS-BUILT DRAWINGS	L SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,250.00	\$ 2,250.00	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 5,100.00	\$ 5,100.00
						\$ 473,755.00		\$ 345,000.00		\$ 388,380.00		\$ 428,337.50		\$ 444,604.00		\$ 472,524.00

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action related to the adoption of an ordinance authorizing the sale or disposition of surplus property of the Village of Forest Park (computer equipment)

Background

A significant amount of old and obsolete computer/electronic equipment, as noted on the attached resolution, is in need of disposal as such items have been decommissioned over the course of the past few years as the Village has replaced such equipment throughout all of its departments (certain older equipment, even if operable, must now be replaced due to new security requirements). Some of the noted equipment have not been in use for several years and have remained in storage. All items noted on the attached resolution will be recycled.

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 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd day of May, 2022.

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT "A" – MAY 23, 2022

NOTE: SN = SERIAL NUMBER

Computers

1. Dell OPTIPLEX 7010; SN H550JX1
2. Dell OPTIPLEX 7010; SN H68ZHX1
3. Dell OPTIPLEX 740; SN 1XYQNK1
4. Dell OPTIPLEX 740; SN 2R1MNG1
5. Dell OPTIPLEX 7010; SN H4BZHX1
6. Dell OPTIPLEX 3020; SN H2PXJZ1
7. Dell OPTIPLEX 7020; SN CT1PG42
8. Dell OPTIPLEX 7020; SN JK5PG42
9. Dell OPTIPLEX 3020 SN FTVRL52
10. Dell OPTIPLEX 7010; SN H58ZHX1
11. Dell LATITUDE; SN 1W1NBT1
12. HP WORKSTATION XW4100; SN USU4230K3L
13. HP WORKSTATION XW4100; SN USU4230K6X
14. HP WORKSTATION XW4100; SN USU4230K3T
15. HP PROLIANT ML330; SN M076LNG22R
16. HP PROBOOK 4710S; SN CNV9513MJM
17. DELL LATITUDE D520; SN CNQNF7434864376D2486

Printers

1. HP PHOTOSMART PRINTER 7960; SN Q3020A
2. HP DESKJET 5850; SN MY3B91N0DG
3. BROTHER INTELLIFAX 4110; SN U60298J4J11183

Monitors (All Dell; Serial Number Noted Below)

1. CN038RYR7287238BD39S
2. CN0XPG08744453C9CJSU
3. CN0XPG0H744453C9CK7U
4. CN038RYR7287238BD3JS
5. CN0WH318728726A70NYL
6. CN0M39MD74445227C8BL
7. CN0F779N7426104KA5VS
8. CN0XPG0H744453C9C98U
9. CNONWXT67287227NAK3M
10. CN0C5WJH7287234NDETM
11. CN038RYR7287238BD2VS
12. CN0M39MD74445227B7RL
13. CN0F779N7426196153VL
14. CN0H329N728729632HCL
15. MX08R3394760533DA990
16. CN0WH318728726CN01TL
17. MX08G152476052B1D586

Other

1. Computer Equipment Peripherals (Cords, Cables, Mice, Keyboards, Modems, Etc.)
2. Seven (7) UPC Power Stations
3. Power Control Supply
4. Video Base Station
5. Radio Base Station
6. Three (3) Network Hubs
7. Firewall
8. Telephone Station
9. Paper Hole Puncher

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action related to the adoption of an ordinance authorizing the purchase of one (1) Zero Turn SRT 61” Finish Mower

Background

At the last Village Council Meeting, the Council authorized the disposal of two (2) 2008 zero turn mowers that were used by the Public Works Department to mow Village parks and other properties. These two mowers are now headed for auction.

Since the Village transferred the operations/maintenance of its pocket parks to the Park District of Forest Park last year, there is no longer the need to keep three (3) zero turn mowers in the Public Works Department equipment fleet.

The attached ordinance authorizes the purchase of one (1) new zero turn mower that will replace the two that are currently being auctioned. The new mower is of similar specifications as the mowers that the Public Works Department have utilized over the years. The purchase is being made via the Sourcewell Joint Purchasing Program – contract price is a national joint bid price via the dealer noted on the attached quotation. Though the quote notes a price of \$11,611 for this new mower, final price will be less following the pending sale of the two mowers that are currently being auctioned.

Any further questions about this purchase can be directed to Public Works Director Stella.

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF ONE ZERO TURN SRT XD 61" FINISH MOWER**

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 purchase and acquire 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 one (1) Zero Turn SRT XD 61" Finish Mower (the "Mower"), constituting personal property necessary for the Village to efficiently perform essential governmental functions; and

WHEREAS, the Village investigated proposals through Sourcewell Purchasing Cooperative (Sourcewell Contract Number 031121-HTE) ("Sourcewell") and received a proposal for the purchase of the Mower from Rendel's, Inc. ("Rendel 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 and purchase the Mower through Sourcewell, in the amount of Eleven Thousand Six Hundred Eleven and 00/100 Dollars (\$11,611.00), pursuant to the Rendel Proposal attached hereto and made a part hereof as Exhibit A.

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 of Forest Park waive the purchasing procedures prescribed in the Village Code and purchase the Mower through Sourcewell, pursuant to the terms and provisions of the Rendel 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 Rendel 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 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A

PROPOSAL FROM RENDEL, INC.

RENDEL'S INC.

East
40 Mills Road
Joliet, IL 60433
(815) 740-4545

West
119 Republic Avenue
Joliet, IL 60435
(815) 773-6565

Formal Sales Invoice		Forest Park Public Works	11-Apr-22
		S. Stella and G. Prescott	
New	Make - Spartan	Model - SRT XD 61" finish mower	
Body Style - Zero Turn	Color - Gray	Kawasaki FX1000 35hp	
	Item/Part #	MSRP	\$14,409.00
	Full Suspension Seat		\$0.00
	Front Suspension Forks		\$0.00
	Labor/Prep Detail		\$0.00
	Equalized Freight		\$250.00
	Fleet/Muni Discount		(\$3,603.00)
		Total Cash Price	\$11,056.00
		License & Title	N/A
		Sales Tax	N/A
		Document Fee	N/A
		Federal Excise Tax	N/A
		Freight	N/A
		* Cash Delivered Price	\$11,056.00
New	Make - Spartan	Model - SRT XD 61" finish mower	
Body Style - Zero Turn	Color - Gray	Vanguard Big Block 37hp EFI	
	Item/Part #	MSRP	\$15,149.00
	Full Suspension Seat		\$0.00
	Front Suspension Forks		\$0.00
	Labor/Prep Detail		\$0.00
	Equalized Freight		\$250.00
	Fleet/Muni Discount		(\$3,788.00)
		Total Cash Price	\$11,611.00
		License & Title	N/A
		Sales Tax	N/A
		Document Fee	N/A
		Federal Excise Tax	N/A
		Freight	N/A
		* Cash Delivered Price	\$11,611.00

John K. Peterson, Sr.
Director of Sales
Cell # 815.405.1070
jkptrucks@gmail.com



AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action related to the adoption of an ordinance authorizing the purchase of one (1) 15-ton packaged rooftop air conditioning unit

Background

The Community Center has three (3) rooftop a/c units that date back to the mid-1990's, at least. The south unit needed significant repairs in the spring of 2021 that amounted to approximately \$8,000 (per Public Works Director Stella). At that time, it was noted that following these repairs, no additional monies would be invested in said unit, and, that the Village shall plan for its replacement in 2022.

The other two units on the Community Center roof are of the same age as said south unit. It is hoped that the replacement of these units will take place in calendar years 2023 and 2024 before any type of significant investments/repairs are needed on them.

The attached quotation reflects Sourcewell joint bid purchase pricing via a local Carrier dealer.

Any questions related to this purchase/installation can be directed to Public Works Director Stella.

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
ONE 15 TON PACKAGED ROOFTOP AIR CONDITIONING UNIT**

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 purchase and acquire 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 one (1) 15 Ton Packaged Rooftop Air Conditioning Unit (the “Rooftop AC Unit”), constituting personal property necessary for the Village to efficiently perform essential governmental functions; and

WHEREAS, the Village investigated proposals through Sourcewell Purchasing Cooperative (“Sourcewell”) and received a proposal for the purchase of the Rooftop AC Unit from Carrier Commercial Services (“Carrier Commercial Services 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 and purchase the Rooftop AC Unit through Sourcewell, in the amount of Thirty-Two Thousand Ninety-One and 00/100 Dollars (\$32,091.00), pursuant to the Carrier Commercial Services Proposal attached hereto and made a part hereof as Exhibit A.

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 of Forest Park waive the purchasing procedures prescribed in the Village Code and purchase the Rooftop AC Unit through Sourcewell, pursuant to the terms and provisions of the Carrier Commercial Services 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 Carrier Commercial Services 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 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A

PROPOSAL FROM CARRIER COMMERCIAL SERVICES



Address 7501 S. Quincy St., Suite 110
Willowbrook, IL 60527

Phone (312)459-7095

Fax

E-mail paul.gurak@carrier.com

Contact Name Sal Stella

Account Village of Forest Park

Phone (708) 254-1924

Site Address 7343 W 15th St
Forest Park, IL 60130
United States

Estimate Date 05/11/2022

Quote Number 00675293
Sourcewell # 070121-CAR

Job Description S-Community Center RTU-1

Scope of Work

- Reclaim refrigerant on (1) existing South Carrier 15ton packaged rooftop unit.
- Disconnect existing gas, and electric.
- Remove from site existing rooftop unit and curb adapter.
- Furnish and install (1) new Carrier 15ton packaged rooftop unit, with curb adapter.
- Re-connect gas, and electric from existing services.
- Start, check, verify proper operation.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. No painting, patching, permits or fees, any scope not clearly listed as included above.

Crane for portions of this work is included in this proposal.

Note: Installation to be performed with Union Labor at prevailing wage.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$32,091.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Paul Gurak

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial

operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold,

- fungi, mildew or bacteria.
Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or

proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees

from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The

price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment



Over 100 years of innovations

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action related to the adoption of an ordinance authorizing the approval of the purchase of one (1) Jeep Wrangler Sport replacement vehicle for the Village of Forest Park Public Works Department

Background

The Village Council authorized the disposal of the Public Works Department's 2007 Jeep Wrangler at its May 9, 2022 Council Meeting.

Said Jeep was at the end of its useful life and was 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.

Much effort was made by staff to determine if the replacement of this vehicle shall be of a different make or model, or, a different type of equipment (such as a larger gator, smaller loader, etc.). As a main utility need remains the plowing of the Village's municipal lots, where a great deal of maneuverability is required, staff is recommending that a replacement Jeep Wrangler be pursued.

A price was obtained from a local dealer for a replacement Jeep. Please do note that at the present time, due to a number of reasons, no state or national joint purchase contract exists for this type of vehicle purchase (there are current contracts for other types of vehicles; staff was not able to identify one for a Jeep Wrangler). The purchase of said vehicle would require the waiver of the bid process as part of the authorization to procure same.

The 2007 Jeep can be traded-in in conjunction with this purchase or sold to another local dealer. The sale price of our existing vehicle will be \$8,000, or more if possible.

Questions regarding this vehicle purchase can be directed to Public Works Director Stella.

**AN ORDINANCE AUTHORIZING THE APPROVAL OF THE PURCHASE OF
ONE (1) 2022 JEEP WRANGLER SPORT REPLACEMENT VEHICLE FOR THE
VILLAGE OF FOREST PARK PUBLIC WORKS DEPARTMENT**

WHEREAS, the Village of Forest Park (“Village”) currently requires a replacement utility vehicle for snowplowing municipal lots; and

WHEREAS, the Village solicited and received a proposal for the purchase of one (1) 2022 Jeep Wrangler Sport from Hawk Chrysler Dodge Jeep Ram Fiat, Forest Park, Illinois (“Hawk”); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive bid and the purchasing requirements set forth in the Village Code and purchase one (1) 2022 Jeep Wrangler Sport, to be used by the Village’s Public Works Department for snowplowing of municipal lots; and

WHEREAS, after due consideration, a majority of the corporate authorities find it in the Village’s best interest to purchase one (1) 2022 Jeep Wrangler Sport from Hawk, with the total cost of the Vehicle being thirty-eight thousand two-hundred and forty-five dollars (\$38,245.00).

NOW, THEREFORE, BE IT ORDAINED by the Village 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 waive bid and the purchasing requirements set forth in the Village Code to authorize the purchase of one (1) 2022 Jeep Wrangler Sport from Hawk, in the amount of thirty-eight thousand two-hundred and forty-five

dollars (\$38,245.00), pursuant to the invoice attached hereto as Exhibit “A” and made a part hereof.

Section 3. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, all necessary forms, applications, requisitions and other documents related to the purchase of the 2022 Jeep Wrangler Sport.

Section 4. This Ordinance shall take effect upon its passage and approval as provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd 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

HAWK PROPOSAL

HAWK CHRYSLER DODGE JEEP RAM FIAT
7911 ROOSEVELT RD
FOREST PARK, IL 601302526

Configuration Preview

Date Printed: 2022-04-06 1:26 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order

Sold to: HAWK CHRYSLER DODGE JEEP RAM FIAT (45126)
7911 ROOSEVELT RD
FOREST PARK, IL 601302526
Ship to: HAWK CHRYSLER DODGE JEEP RAM FIAT (45126)
7911 ROOSEVELT RD
FOREST PARK, IL 601302526

Vehicle: 2022 WRANGLER SPORT (JLJL72)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	JLJL72	WRANGLER SPORT	29,995	29,431
Package:	25B	Customer Preferred Package 25B	0	0
	ERG	3.6L V6 24V VVT eTorque Engine Upg I	1,250	1,126
	DFT	8-Spd Auto 850RE Trans (Make)	2,500	2,250
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*A7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	HT1	Black 3-Piece Hard Top	1,695	1,526
	CWA	MOPAR All-Weather Floor Mats	170	153
	HAA	Air Conditioning	1,395	1,256
	ADH	Trailer Tow and HD Electrical Group	995	896
	5N6	Easy Order	0	0
	151	Zone 51-Chicago	0	0
	4EX	Sales Tracking	0	0
Discounts:	YGN	4 Additional Gallons of Gas	0	12
Destination Fees:			1,595	1,595

= Restriction

HB: 1,141 Total Price: 39,595 38,245
FFP: 37,938
EP: 36,533

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 23, 2022

Issue Statement

Request for Village Council action regarding the approval of a resolution authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of a full-time utility billing clerk and Pace Dial a Ride Driver.

Background

After June 1, 2022, the Village will have a full-time utility billing clerk opening in the Village Clerk's Office. Further, after July 1, 2022, the Village will have a full-time Pace Dial a Ride Driver opening at the Howard Mohr Community Center. Since said positions are IMRF eligible, the Village Council needs to authorize the filling of these positions via the adoption of an IMRF hiring freeze waiver resolution.

Attachments

- Resolution authorizing the waiver of the hiring freeze for IMRF employees.

**A RESOLUTION AUTHORIZING THE WAIVER
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING
THE HIRING OF A FULL-TIME UTILITY BILLING CLERK & PACE DIAL A RIDE
DRIVER**

WHEREAS, the corporate authorities previously adopted Resolution R-46-06 on September 11, 2006, which Resolution directed that no position of employment which is covered by the Illinois Municipal Retirement Fund be filled unless said Resolution was rescinded or otherwise repealed by action of the corporate authorities of the Village of Forest Park; and,

WHEREAS, the Village has found a need to hire one (1) Administration Utility Billing Clerk employee in its Finance Department to fill a vacancy; and, one (1) Pace Dial a Ride Driver at the Howard Mohr Community Center to fill a vacancy.

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

Section 1. The restrictions on hiring imposed by Resolution R-46-06 are hereby waived only to the extent to allow for the Village to hire one (1) full-time utility billing clerk and one (1) full-time Pace Dial a Ride Driver.

Section 2. The provisions of Resolution R-46-06 shall remain in full force and effect, except as otherwise modified by this Resolution.

Resolved this 23rd day of May, 2022.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE 15TH STREET SEWER SEPARATION PROJECT BY
AND BETWEEN THE VILLAGE OF FOREST PARK
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
(15th Street from Circle Avenue to Marengo Avenue)**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional engineering services in connection with the 15th Street Sewer Separation Project ("Project") within the Village, funded through the use of Community Development Block Grant and local matching funds; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional engineering services for the Project for a total estimated cost of Twenty-Six Thousand One Hundred Ten and 00/100 Dollars (\$26,110.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the proposal for 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 preamble clauses 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 the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional engineering services for the Project.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal with Burke for professional engineering services for the Project, a copy of which Proposal is attached hereto, marked as Exhibit A and made a part hereof.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
15TH STREET SEWER SEPARATION PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 10, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for
the 15th Street Sewer Separation

Dear Mr. Amidei:

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

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of existing sewer removal, storm sewer placement, adjustment of existing water mains, 8-foot diameter manhole installation, junction chamber installation, HMA surface removal, HMA leveling binder, HMA surface course, HMA binder course, class D patches, parkway restoration, curb and sidewalk removal and replacement, structure adjustments, striping, signing & all incidental and collateral work necessary to complete the improvements as designed by CBBEL. The project is located on 15th Street from Circle Avenue to Marengo Avenue. It is our understanding that the Village will be using CDBG and Local funds and the work is to be completed in 35 Working Days.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support

CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the contractor, and request a re-submittal if not approved. CBBEL will review the contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the Village.

Task 3 – Construction Observation

CBBEL will provide one part-time Resident Engineer (4 hours / day) for the duration of the Project (assumes 35 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many other projects for the Village of Forest Park.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Review construction record drawings for completeness prior to submission to CADD for further processing.
- Provide the Village a set of AutoCAD construction record drawings in a pdf format.

Task 5 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

ESTIMATE OF FEE

Our Estimate of Fee is \$26,110.00 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: _____

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CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering - 15th Street Sewer Separation

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	Engineer III			
Rate	\$210.00	\$155.00			
Pre-Construction Services	2	8	10	6.3%	\$ 1,660.00
Submittal Review & Technical Design Support		2	2	1.3%	\$ 310.00
Construction Observation		140	140	87.5%	\$ 21,700.00
Post-Construction		8	8	5.0%	\$ 1,240.00
Subtotal	2	158	160		
% of Hours	1.3%	98.8%			
Total Cost	\$ 420.00	\$ 24,490.00	\$ 24,910.00		\$ 24,910.00
Direct Costs					
Material Testing					\$ 1,200.00
Total Cost					\$ 26,110.00

***Estimated 4 hours / day for 35 Working Days*

**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
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CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 10, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for
the 15th Street Sewer Separation

Dear Mr. Amidei:

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

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of existing sewer removal, storm sewer placement, adjustment of existing water mains, 8-foot diameter manhole installation, junction chamber installation, HMA surface removal, HMA leveling binder, HMA surface course, HMA binder course, class D patches, parkway restoration, curb and sidewalk removal and replacement, structure adjustments, striping, signing & all incidental and collateral work necessary to complete the improvements as designed by CBBEL. The project is located on 15th Street from Circle Avenue to Marengo Avenue. It is our understanding that the Village will be using CDBG and Local funds and the work is to be completed in 35 Working Days.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support

CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the contractor, and request a re-submittal if not approved. CBBEL will review the contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the Village.

Task 3 – Construction Observation

CBBEL will provide one part-time Resident Engineer (4 hours / day) for the duration of the Project (assumes 35 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many other projects for the Village of Forest Park.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Review construction record drawings for completeness prior to submission to CADD for further processing.
- Provide the Village a set of AutoCAD construction record drawings in a pdf format.

Task 5 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

ESTIMATE OF FEE

Our Estimate of Fee is \$26,110.00 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: _____

CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering - 15th Street Sewer Separation

	Personnel & Hours				
	ENG V	Engineer III	Total Hours		
Rate	\$210.00	\$155.00		% of Hours	Total Cost
Pre-Construction Services	2	8	10	6.3%	\$ 1,660.00
Submittal Review & Technical Design Support		2	2	1.3%	\$ 310.00
Construction Observation		140	140	87.5%	\$ 21,700.00
Post-Construction		8	8	5.0%	\$ 1,240.00
Subtotal	2	158	160		
% of Hours	1.3%	98.8%			
Total Cost	\$ 420.00	\$ 24,490.00	\$ 24,910.00		\$ 24,910.00
Direct Costs					
Material Testing					\$ 1,200.00
Total Cost					\$ 26,110.00

***Estimated 4 hours / day for 35 Working Days*

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



Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Fax: 708-488-0361
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: 1A

Name of Applicant(s): Lynn Sorice

Business Address: 7425 Madison St.

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.

Saturdays and Sundays 4pm - 10:30pm

Fridays 6pm - 10:30pm

We would like to play music from a laptop. In June
the dates are: 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26

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 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.

May 16,2022

Village of Forest Park

517 Desplaines

Forest Park,IL 60130

Mayor and Council

The Forest Park American Legion Post 414 located at 500 Circle FP request an entertainment license for a DJ on June 18, 2022. The DJ will be for a wedding between the house of 7:00PM and 1100PM.

Thank You in advance

A handwritten signature in black ink, appearing to read 'Michael Thompson', with a stylized, looping flourish at the end.

Michael Thompson

500 Circle

Forest Park, IL 60130

708-846-8700



Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Fax: 708-488-0361
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 Entertainment License Application Dates and Times revised

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 - 11 pm](#)

Friday's: 3rd, 10th, 17th 24th

DJ [9 pm - 11 pm](#)

Saturday's: 4th, 11th, 18th, 25th

Acoustic guitar set between [1 pm - 3 pm](#)

DJ [9pm - 11 pm](#)

Sunday's: 19th & 26th

Acoustic guitar set [between 1- 4pm](#)



May 16, 2022

Dear Mayor Hoskins,

The Park District of Forest Park is requesting the closure of Harrison Street for the safety and enjoyment of our residents for the fourth of July fireworks display on Monday, July 4. We are requesting the street be closed from Des Plaines Road to Circle Avenue beginning at 6:00 p.m. and reopened at 10:00 p.m.

We will also work with the Police Department along with a security company to have continuous safety for all patrons during this wonderful event.

Thank you for your past and continued support.

Sincerely,

Jackie Iovinelli
Executive Director
Park District of Forest Park



Forest Park Juneteenth Committee

Date: May 10, 2022

To: Village of Forest Park Council

From: Forest Park Juneteenth Committee.

Event contact: Marjorie Adam Clark, 708 466 2795 marjorie.e.adam@gmail.com

Event(s): Juneteenth

Celebrations 2022

In celebration of Juneteenth, during the month of June 2022, from June 1 to June 30; we request permission to hang Juneteenth banners at 3 locations:

1. Madison and DesPlaines.
2. Madison and Circle.
3. Roosevelt and Circle.

Thank you in advance for your consideration and support.

Sincerely,

Marjorie Adam Clark

Cross-Community Climate Collaborative (C4)



PRESENTED BY:

MAYOR KATRINA THOMPSON, VILLAGE OF BROADVIEW

PRESIDENT CATHY ADDUCI, VILLAGE OF RIVER FOREST

PRESIDENT VICKI SCAMAN, VILLAGE OF OAK PARK

DARNELL JOHNSON, CEO & PRESIDENT, URBAN EFFICIENCY GROUP

GARY CUNEEN, FOUNDER & EXECUTIVE DIRECTOR, SEVEN GENERATIONS AHEAD

C4: The Purpose



PURPOSE

- COLLABORATION AMONG BLACK, BROWN AND WHITE COMMUNITIES TO DRIVE GHG EMISSIONS REDUCTIONS, EQUITY AND SUSTAINABILITY
- ENVIRONMENTAL AND CLIMATE JUSTICE
- SUPPORT COMMUNITIES WITH FEWER RESOURCES AND/OR THAT HAVEN'T BEEN ENGAGED IN SUSTAINABILITY
- BRING RESOURCES, GUIDANCE AND REPLICABLE PROJECTS TO THE TABLE

WHAT MAKES C4 DIFFERENT?

- FOCUS ON EQUITY AND PROCEDURAL JUSTICE
- BUY-IN FROM A DIVERSE GROUP OF MUNICIPAL LEADERS
- GOING AFTER LARGE-SCALE, HIGH IMPACT PROJECTS
- COLLABORATING TO BRING IN NEW RESOURCES



C4: The Why



- THE STATE OF OUR GLOBAL CLIMATE
- OPPORTUNITY FOR EQUITABLE SUSTAINABILITY
- LESS-ENGAGED, FEWER-RESOURCED COMMUNITIES ACROSS RACIAL/ETHNIC/INCOME LINES
- POOLING ENERGY AND IDEAS TO DRIVE OUTCOMES IN WEST SUBURBAN COOK COUNTY



C4: Capacity

C4 WILL:

-ASSESS WHERE COMMUNITIES/INSTITUTIONS ARE AT WITH SUSTAINABILITY AND WHAT THEIR NEEDS ARE

-IMPLEMENT A SURVEY TO CHART NEEDS, INTERESTS AND GAPS TO FILL



C4 Formation

- SUSTAINABILITY WORKING GROUPS WITHIN EACH COMMUNITY
- CROSS-COMMUNITY MONTHLY MEETINGS TO SHARE PROGRESS, IDEAS AND DRIVE PROJECTS AND OUTCOMES
- INVITATIONS TO WEST SUBURBAN COOK COUNTY COMMUNITIES TO START
- MEMORANDUM OF UNDERSTANDING (MOU)



C4 Road Map

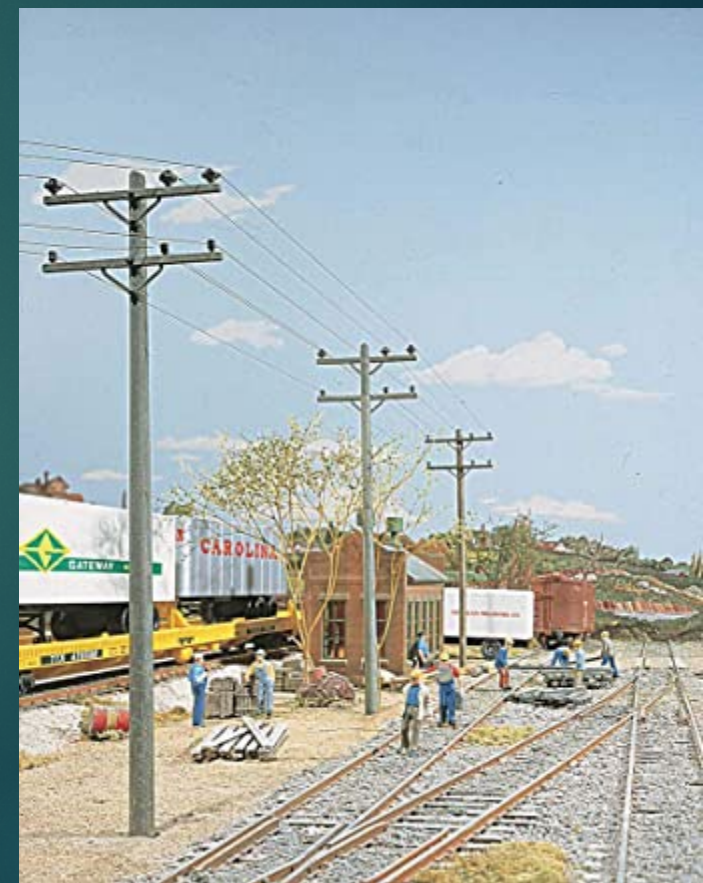
- BUILDING LOCAL COMMUNITY SUSTAINABILITY TEAMS
- GHG EMISSIONS INVENTORY TRAINING
- DRIVING SPECIFIC IDENTIFIED PROJECTS
- ENGAGING COMMUNITIES IN CREATING AND SHARING THEIR IDEAS FOR HIGH IMPACT PROJECTS



C4 Sample Projects

SOLAR ENERGY PROCUREMENT

- ASSESSMENT OF ENERGY NEEDS
- REVIEW OF OPTIONS FOR SOLAR/RENEWABLE ENERGY PROCUREMENT
- LINKS TO COMMUNITY AND UTILITY-SCALE SOLAR PROJECTS
- CURRENT ENERGY CONTRACT REVIEW
- ANALYSIS OF ENERGY PROCUREMENT ON A TIMELINE TO MEET GHG EMISSIONS REDUCTIONS GOALS



C4 Sample Projects

ON-SITE AND COMMUNITY SOLAR ENERGY DEVELOPMENT

- ASSESSMENT OF SOLAR VIABILITY, CAPACITY AND ENERGY USAGE
- VETTING OF SOLAR DEVELOPERS
- PROJECT DEVELOPMENT FOR IL SOLAR FOR ALL APPLICATIONS
- FINANCING AND OWNERSHIP MODELS ASSESSMENTS
- ANALYSIS OF ON-SITE SOLAR ENERGY IN RELATION TO MEETING GHG EMISSIONS REDUCTIONS GOALS



C4 Sample Projects

ELECTRIC VEHICLES (EVS)

- LINKS TO TECHNICAL CONSULTANTS
- EV INFRASTRUCTURE PLANNING
- EV GRANT DEVELOPMENT/FUNDING
- ACQUISITION
- LINK TO CURRENT COUNTY AND MUNICIPAL PROGRAMS FOR CHARGING STATIONS
- EV BUSES FOR SCHOOLS



C4 Sample Projects

ENERGY EFFICIENCY

- LINKS TO TECHNICAL CONSULTANTS
- LINKS TO UTILITY AND NON-PROFIT REBATE PROGRAMS
- REPLICABLE ENERGY EFFICIENCY PROGRAM MODELS
- TARGETING LOW-TO-MODERATE INCOME RESIDENTS



C4 Sample Projects

WORKFORCE AND BUSINESS DEVELOPMENT

- CONNECTING WORKFORCE DEVELOPMENT TO SOLAR, EV AND RELATED SUSTAINABILITY PROJECTS
- LINKING LMI AND BIPOC RESIDENTS TO SUSTAINABILITY PROJECTS BENEFITTING THEIR COMMUNITIES
- IDENTIFYING AND SUPPORTING SMALL BUSINESS DEVELOPMENT OPPORTUNITIES



C4 Sample Projects

RESIDENTIAL CURBSIDE AND INSTITUTIONAL FOOD SCRAP COLLECTION AND COMPOSTING

- DISSEMINATING TOOLKIT FOR MUNICIPALITIES WANTING TO START PROGRAMS
- WORKING WITH HAULERS TO ESTABLISH PROGRAMS
- COMPOSTING PROGRAMS LINKED TO K-12 SCHOOLS, HOSPITALS, UNIVERSITIES AND OTHER COMMUNITY INSTITUTIONS



C4 Performance



INDICATORS FOR MEASURING SUCCESS

- GHG EMISSIONS REDUCTIONS
- VOLUME OF RENEWABLE ENERGY DEVELOPED
- FUNDING ACQUIRED
- BIPOC RESIDENTS SERVED THROUGH SOLAR PROCUREMENT
- # OF EV CHARGING STATIONS INSTALLED
- # OF BIPOC AND LMI RESIDENTS TRAINED
- VOLUME OF WASTE DIVERTED FROM LANDFILLS



C4 Member Agreements



- AGREE TO *GHG EMISSIONS REDUCTIONS GOAL TARGETS* AND TO TRACK GHG EMISSIONS AND OTHER *SUSTAINABILITY AND EQUITY INDICATORS* ANNUALLY.
- AGREE TO PARTICIPATE IN MONTHLY *CROSS-COMMUNITY CORE TEAM MEETINGS*, AND TO PURSUE AGREED UPON *SCOPES OF WORK*.
- AGREE TO ESTABLISH A *SUSTAINABILITY WORKING GROUP OR COMMISSION* WITHIN EACH RESPECTIVE COMMUNITY THAT DEVELOPS A STRATEGY FOR *ACHIEVE SUSTAINABILITY GOALS* AND *GHG EMISSIONS REDUCTIONS GOAL TARGETS*.
- AGREE TO WORK TOWARD BECOMING A *SUSTAINABLE COMMUNITY*.



C4 Next Steps

- C4 SURVEY
 - C4 MEMORANDUM OF UNDERSTANDING (MOU) SIGNING
- JUNE 1, 2022
10:00AM-11:30AM
TRITON COLLEGE



Questions?

CONTACT

MAYOR KATRINA THOMPSON, VILLAGE OF BROADVIEW

KTHOMPSON@BROADVIEW-IL.GOV

PRESIDENT CATHY ADDUCI, VILLAGE OF RIVER FOREST

CATHY.ADDUCI@GMAIL.COM

PRESIDENT VICKI SCAMAN, VILLAGE OF OAK PARK

PRESIDENTSCAMAN@OAK-PARK.US

DARNELL JOHNSON, CEO & PRESIDENT, URBAN EFFICIENCY GROUP

DARNELLJOHNSON@URBANEFFICIENCYGROUP.COM

GARY CUNEEN, FOUNDER & EXECUTIVE DIRECTOR, SEVEN GENERATIONS AHEAD

GARY@SEVENGENERATIONSABEAD.ORG





MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WEST SUBURBAN MUNICIPALITIES AND CROSS-COMMUNITY CLIMATE COLLABORATION

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement between the municipal partners of West Suburban Cook (the Partners) and the Cross-Community Climate Collaborative (C4) (the Collaboration) to cooperate in the implementation of the collaborative.

C4 is designed to bring together BIPOC and non-minority communities across income lines to share ideas, secure resources, and drive large-scale projects within and across communities that achieve agreed upon greenhouse gas (GHG) emissions reductions, equity, and sustainability goals. All C4 goals and objectives will align with three fundamental **Imperatives: Resiliency, Equity, and Climate Protection**. The roadmaps will be customized to reflect the sustainability priorities identified by the partner, while supporting the broader goals of C4.

The project supports disinvested and resourced communities in a unique collaboration that places goal attainment and metrics on a timeline regarding the climate crisis, equity and sustainability above “pat on the back” projects that look good but do little to move the needle on agreed upon science-based goal targets and equity metrics. C4 combines a cross-community collaboration process, internal “all stakeholder” community sustainability team development, large-scale projects, resource acquisition and metrics to get more communities in the game of sustainability and to share knowledge and resources that avoids reinventing wheels and achieves maximizing results.

The expected outcomes of C4 include:

- Achieve 45% greenhouse gas (GHG) emissions reductions by 2030 from 2010 levels and 100% reductions by 2050 in accordance with science-based recommendations.
- Achieve equity outcomes related to GHG emissions reductions and sustainability goals across communities, including workforce and small business development, reduced energy burden, and support with adapting to the effects of the climate crisis that BIPOC communities are disproportionately facing.

- Bring resources to traditionally underserved communities working to achieve equitable sustainability outcomes.
- Drive large-scale projects in the areas of renewable energy, energy efficiency, electric vehicles, jobs and workforce development, air quality improvement and other sustainability areas that help to achieve GHG emissions reductions, equity and sustainability goals.
- Drive GHG inventories and equity and sustainability metrics and regular tracking of progress against agreed upon goals and timelines.

The terms and conditions, including responsibilities of the Consultants and the Partners, are listed below.

Term One: Term of MOU: This MOU shall begin upon signature by authorized representatives of the Partners and Consultants and may be renewed from year to year by mutual written agreement, services are subject to available funding from responsible partner(s).

Term Two: Consultants: Urban Efficiency Group and Seven Generations Ahead will provide the following services to support the C4 collaboration:

- Host an ongoing awareness campaign to ensure timely information sharing with stakeholders.
- Design customizable and scalable roadmaps for each partner that delivers on their local sustainability goals while supporting the broader goals of C4.
- Scalable implementation of the C4 “Climate and Sustainability Plan”
- Provide guidance to partners during the formation of their sustainability working group or commission.
- Assemble a working group to develop C4 performance metrics.
- Provide collateral materials for C4 the Program and enrollment process
- Assist the partners in organizing the MOU Signing Day.
- Assist partners with grant development & larger scale funding acquisitions
- Provide an online platform to access C4 information and associated forms.
- Provide access to technical resources.
- Connect the Partners with local, state and federal resources that support the roadmap performance indicators outlined in their Urban Sustainability Plan

Term Three: Municipal Partner Provision. The Partners agree to providing the following support for the Program:

- Agree to GHG emissions reduction’s goal targets and track GHG emissions and other sustainability and equity indicators annually.
- Agree to participate in monthly cross-community core team meetings, and to pursue agreed upon scopes of work.
- Agree to establish a sustainability working group or commission within each respective community that develops a strategy to achieve sustainability goals and GHG emissions reductions goals and targets.
- Agree to work toward becoming a sustainable community.
- Agree to providing a public endorsement of C4 to signal its legitimacy.

- Work with the consultants and other partners to issue a joint press release and stage a press conference announcing C4.
- Assist with socializing C4 with other municipalities to encourage participation and adoption.
- Use local access television, social media, newsletters, or other forms of media available to raise awareness of C4.
- Provide access to relevant community data in accordance with privacy and security policies that may assist in roadmap development.

Term Four: Termination:

Either party may withdraw from this MOU with thirty (30) days written notice to the other party.

Term Five: Indemnification:

To the fullest extent permitted by law, municipalities shall indemnify, defend and hold the Villages, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Cross-Community Climate Collaborative's performance under this MOU; the intentional, willful or negligent acts or omissions of Cross-Community Climate Collaborative; Cross-Community Climate Collaborative's violation of any law or the rights of a third party; or this MOU. Notwithstanding any other contrary provision contained herein, Cross-Community Climate Collaborative's obligations under this Term shall survive the expiration or termination of this MOU and this term shall be interpreted as broadly as possible under state and federal law. That Cross-Community Climate Collaborative will hold the Villages and its employees harmless from all damages and liabilities caused by negligent or wrongful acts or omissions of Cross-Community Climate Collaborative in the performance of its services.

Katrina Thompson, Village of Broadview Mayor

Date

Vicki Scaman, Village of Oak Park Mayor

Date

Cathy Adduci, Village of River Forest Mayor

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

[Insert Name and City]

Date

Darnell Johnson, Urban Efficiency Group, LLC, President

Date

Gary Cuneen, Seven Generations Ahead, Executive Director

Date

