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

Totest Fark, Hillors 00130

Phone: 708-366-2323 / Fax: 708-488-0361 Web: www.forestpark.net

#### Regular Village Council Meeting Agenda

Monday, July 25, 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 88422877838; Passcode 637791 or by clicking here: <a href="https://us02web.zoom.us/j/88422877838?pwd=WVpFZDJjSnRzaWxvcHpvY3M4RUZ1QT09">https://us02web.zoom.us/j/88422877838?pwd=WVpFZDJjSnRzaWxvcHpvY3M4RUZ1QT09</a>

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 (<a href="www.vments.com/wments.com

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
  - a. July 11, 2022 Village Council Meeting
  - b. July 11, 2022 Closed Session Meeting
- 4. PUBLIC COMMENT
- 5. COMMUNICATIONS
- 6. DEPARTMENT REPORTS
  - a. Police Department Report
- 7. BILLS BY RESOLUTION
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS
  - a. Ordinance Adopting the FY2023 Appropriation Ordinance for Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023 for the Village of Forest Park
  - b. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal for Installation of Alarm Equipment and Monitoring Services By and Between Illinois Alarm Service, Inc. and the Village of Forest Park
  - c. Ordinance Approving and Authorizing the Execution of a Supplemental License Agreement for Use of Certain Village Infrastructure in Rights of Way By and Between Chicago SMSA Limited Partnership D/B/A Verizon Wireless and the Village of Forest Park, Illinois
  - d. Motion to approve re-appointment of Tim Gillian to Board of Fire and Police Commissioners Term to Expire April 30, 2025
  - e. Resolution Confirming the Appointment of the Members to the Forest Park Fire and Police Commission
  - f. Resolution Authorizing the Submission of an Application for USAR Real Property Exchange for the United States Armed Forces Reserve Center Located in Forest Park, Illinois (7402 Roosevelt Road)
  - g. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Phase II Design Engineering Services By and Between Christopher B. Burke

- Engineering, Ltd. and the Village of Forest Park for the Wilcox Street Watermain and Resurfacing Project
- h. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Village of Forest Park 2022 Sidewalk Improvement Project
- i. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Village of Forest Park Van Buren Street Multi-Use Path Improvements Project
- j. Motion to approve Exit Strategy Brewing Company Entertainment License Application (7700 W. Madison)
- k. Approval of request by Forest Park Public Library for use of The Grove for October 1 Kids Concert event
- 1. Approval of request by the Knights of Columbus to solicit funds at various intersections on September 16 and 17, 2022
- m. Approval of 2022 Casket Races banner request Forest Park Chamber of Commerce & Development
- n. Approval of banner request by Sarah's Inn regarding Domestic Violence Action Month
- o. Approval of banner request by Forest Park Theatre regarding August 5-14 performance events
- 10. ADMINISTRATOR'S REPORT
- 11. COMMISSIONER REPORTS
- 12. ADJOURNMENT

## THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON MONDAY EVENING, JULY 11, 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 June 27, 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 Nero and seconded by Commissioner Maxham that the minutes from the June 27, 2022, Special 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

Mr. Joseph Sullivan, encouraged the members of the council to continue discussions with respect to the return of video gaming, to offset budget shortfalls.

#### **COMMUNICATIONS:**

None

#### **DEPARTMENT REPORTS:**

The Fire Department submitted its June, 2022 Report.

#### **APPROVAL OF BILLS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$442,947.85.

R-58-22 RESOLUTION APPROVING BILLS IN THE AMOUNT OF \$442,947.85 APPROVED

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### **UNFINISHED BUSINESS:**

None

#### **NEW BUSINESS:**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park Fire Department Roof Rehabilitation Project be adopted.

R-59-22
RESOLUTION APPROVING
SPECIFICATIONS AND
BIDDING FOR FIRE
DEPARTMENT ROOF
PROJECT
APPROVED

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving Pay Request #1 (Final) for the Harlem Avenue and Harrison Street Emergency Water Main Interconnect Abandonment from Galaxy Underground, Inc. be adopted.

R-60-22
RESOLUTION APPROVING
PAYMENT FOR
HARLEM/HARRISON
INTERCONNECT
ABANDONMENT
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 to appoint Ms. Cara Smith to the Forest Park Board of Fire and Police Commissioners.

TO BOARD OF FIRE AND POLICE COMMISSIONERS 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 Voogd and seconded by Commissioner Maxham to appoint Ms. Heather Vickery to the Forest Park Recreation Board.

HEATHER VICKERY
APPOINTED TO
RECREATION BOARD
APPROVE 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 Voogd and seconded by Commissioner Maxham that the Resolution confirming the appointment of the members to the Forest Park Recreation Board be adopted.

R-61-22 RESOLUTION CONFIRMING TERMS OF RECREATION BOARD MEMBERS 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 to approve the entertainment license application submitted by Lathrop House Café, 26 Lathrop Avenue.

LATHROP HOUSE CAFÉ ENTERTAINMENT LICENSE APPROVED BY MOTION **ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### **ADMINISTRATOR'S REPORT:**

Administrator Amidei reminded the public about the stoop session being held tonight, as well as the Groovin' in the Grove next Tuesday. Mr. Amidei further reported that he is volunteering at the No Gloves National Softball Tournament.

#### **COMMISSIONER'S REPORTS:**

Commissioner Nero stated that the village is looking for more volunteers to serve on the village's boards and commissions, especially the Safety and Traffic Commission. The commissioner further reminded residents that yard waste and leaves are picked up in the alley on trash day until October 1<sup>st</sup>, when leaves can be raked into the street for curbside pickup. Last, Commissioner Nero commended Public Works Director, Sal Stella, on a fine job.

Commissioner Voogd stated that there has been a lot of interest from citizens about volunteering on the Recreation Board, however there are still a couple spots still vacant. The commissioner thanked those who have applied for membership and those who volunteer.

#### **ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:13 P.M.

Respectfully submitted,

Vanessa Moritz Village Clerk

















Forest Park

Police Department

May - June<sup>ne</sup> 2022 2

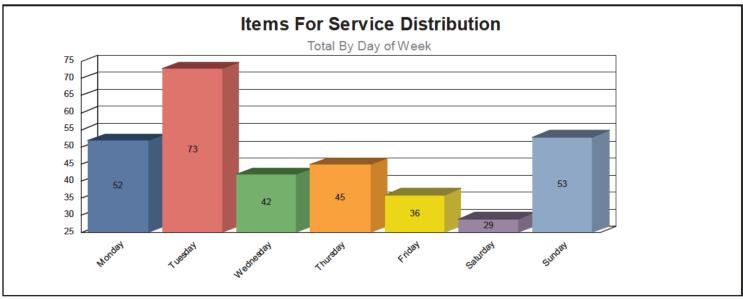
# Monthly Report Monthly Report

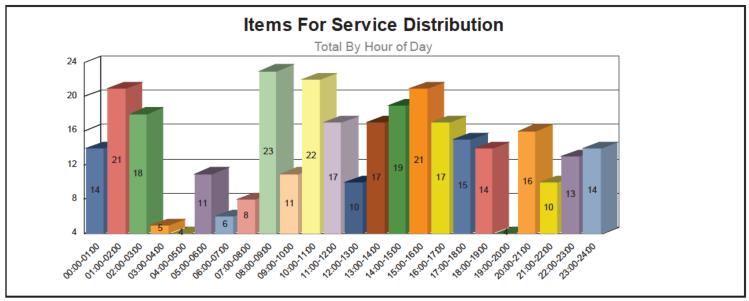
#### Forest Park Police Department

#### **Incident Statistics**

Time Period 05/01/2022 - 05/31/2022

#### Total Items For Service



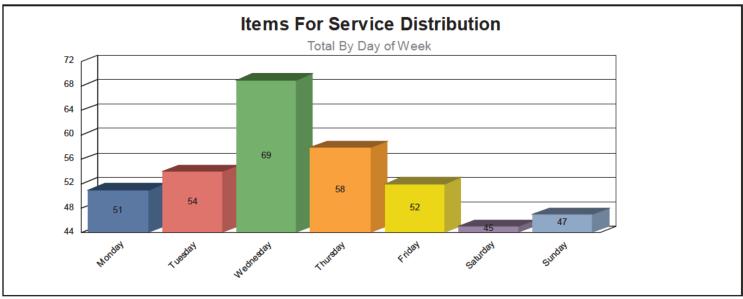


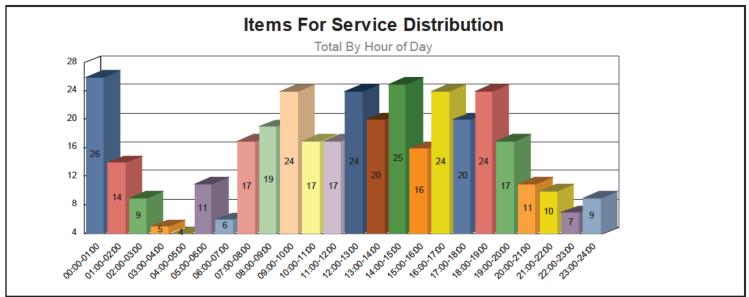
#### Forest Park Police Department

#### **Incident Statistics**

Time Period 06/01/2022 - 06/30/2022

#### Total Items For Service





#### UCR STATS 2022

	Jan	Feh	Mar	Apr	May	lun	Ind	Aug	San	Oct	Nov	Dec	VTD
Felony Arrests	5	10	11	8	13	8	Jui	Aug	эср	OCC	INOV	DCC	55
Misdemeanor Arrests	32	32	46	20	37	54							221
Warrant Arrests	10	8	5	16	7	14							60
DUI Arrests	4	2	1	0	2	0							9
Suspended License Arrests	9	10	13	8	18	16							74
Traffic Citations Issued	81	66	93	o	109	105							513
Traffic Crashes	47	45	62	64	64	74							356
	1	43	02	04	04	0							330
Vehicular Hijackings Total	1	1	U	U	U	U							1071
Police Reports	374	285	301	304	329	376							1969
·		265	301	304	329	3/0							1909
INDEX CRIME OFFENSES		_ 1		_ 1				ı		ı	ı		_
Criminal Homicide	0	0	0	0	0	0							0
Forcible Rape	1	1	1	1	3	1							8
Robbery	3	6	2	4	1	1							17
Agg. Assault/Agg Battery	1	5	2	1	2	1							12
Burglary	3	2	6	5	15	7							38
Theft	17	18	26	27	32	38							158
Motor Vehicle Theft	1	5	5	2	10	3							26
Arson	0	0	0	0	0	0							0
Total													259
INDEX CRIME ARRESTS													
Criminal Homicide	0	0	0	0	0	0							0
Forcible Rape	0	0	0	0	0	0							0
Robbery	0	2	2	1	1	0							6
Agg. Assault/Agg Battery	1	2	1	0	2	0							6
Burglary	2	0	0	0	2	0							4
Theft	2	3	8	4	3	5							25
Motor Vehicle Theft	0	0	0	1	0	0							1
Arson	0	0	0	0	0	0							0
Total		·											42
DRUG CRIME ARRESTS													
Cannabis Control Act	0	1	2	0	0	1							4
Controlled Substance	2	1	2	1	1	0							7
Hypodermic Needle/Syringe	0	0	0	0	0	0							0
Drug Paraphernalia	0	1	0	0	0	0							1
Methamphetamine	0	0	0	0	0	0							0
Total													12



#### May / June 2022

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

- 5-02-22 Lieutenant Promotional Exam Oral Interviews Sgts. Miller, Pater, and Stasinopoulos
- 5-03-22 Lieutenant Steve Zanoni Retired Start Date 4-01-94
- 5-05-22 Lieutenant Promotional List 1. Sgt. Miller 2. Sgt. Pater 3. Sgt. Stasinopoulos
- 5-06-22 Polish American Police Association 56<sup>th</sup> Annual Awards Banquet Honoring Oak Park Police Officer Ken Tworek Attended by Sgt. Miller and Ofc. Marti
- 5-09-22 Recruitment Western Illinois University Sgt. Miller and Sgt. Reilly



• 5-09-22 – Students from Field Stevenson toured the police department



- 5-10-22 21<sup>st</sup> Annual Peace Officers Ceremony of Recognition and Remembrance Morton College to Cermak Woods – Aux. Ofc. Curtis
- 5-13-22 to 5-16-22 National Police Week in Washington D.C. Sgt. Miller and Ofc. Marti







- 5-14-22 Stickney/Forest View Little League and Soccer Parade Aux Ofc. Curtis
- 5-17-22 Ofc. Robert Kendall Retired Start Date 5-16-94
- 5-21-22 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.
- 5-21-22 Oak Park PD Awards Ceremony Forest Park PD Officers receiving awards -- Sgt. Stasinopoulos, Ofc. Cannon, Ofc. McClintock, Ofc. Arroyo – Chief Gross attended.
- 5-25-22 Running for Heroes honored Ofc. Nicholas Kozak #241 in April 2022 -https://running4heroes.org/ -- letter forwarded to the Forest Park PD from the widow of Ofc. Kozak
- 5-27-22 Promotions Sgt. Dan Miller to Lieutenant and Det. Jarlath Heveran to Sergeant



- 5-30-22 Memorial Day Ceremony at 7501 Harrison St Sgt. Reilly
- 6-04-22 LaGrange Pet Parade Aux. Ofc. Curtis
- 6-12-22 Law Enforcement Torch Run Raising money for Special Olympics Illinois Sgt. Defors and Ofc.O'Connor
- 6-19-22 Juneteenth Parade Support Full-time, part-time, and auxiliary officers and parking enforcement personnel.

Polish American
Police Association
of

Chicago and Illinois

### 56th Annual Awards Banquet

and

Celebration of Polish Constitution Day Friday, May 6, 2022



Law Enforcement Officers of Polish and Slavic Origin



## Forest Park Police FOP Lodge #24



## "We will go to war with you anytime KEN. You are a true Warrior!"

Congratulations to Oak Park Police Officer Ken Tworek on being named by the Polish American Police Association:

"2022 Law Enforcement Persons of the Year"

Lodge #24 members know more than anyone how much Officer Tworek deserves this Award!



#### Memorial Design



The POMFCC Board of Directors is proud to display the architectural rendering of what the Cook County Peace Officers Memorial will look like. We wish to acknowledge the support of the Cook County Forest Preserve District Board of Commissioners, the Forest Preserve District staff and police, and the members of the Village of Lyons Police Department and elected officials who have been behind our plan since the beginning.

We also acknowledge the outstanding design work of the architects George Beach and Hans Butzer. Their combined efforts have captured our organization's vision and the spirit of the memorial site. We also thank James Dyer of Berglund Construction and the management team of DLR Group for donating countless hours of pre-construction services to this project.

### 21st Annual Peace Officers Ceremony of Recognition and Remembrance



Held at: Cermak Woods Forest Preserve of Cook County 7601 W. Ogden Avenue Lyons, Illinois

Tuesday, May 10, 2022

#### Stickney Police Department



6533 West Pershing Road Stickney, Illinois 60402 Phone (708) 788-2131 Fax (708) 749-2742



Mayor

Chief of Police

May 16, 2022

Chief Kenneth Gross Forest Park Police Department 517 Des Planes Ave Forest Park, IL 60130

Re: Thank you for your participation

Dear Chief Gross,

On behalf of the Stickney community, I would like to express our upmost appreciation to your Department for participating in our 2022 Stickney/Forest View Little League & Soccer parade this past Saturday. Due in part to your Department's participation, this was our largest parade ever and was a huge success.

Again, thank you very much for your Department's participation in this parade and as always, please do not hesitate to contact me if I and/or our department can be of any assistance to you or your department.

Sincerely,

James Sassetti Chief of Police

# RECOGNITION ★★ CEREMONY ★★



INTERIM CHIEF ADDRESS

OPENING PRAYER

CEREMONY

INTERIM CHIEF CLOSING REMARKS

CLOSING PRAYER

SATURDAY, MAY 21, 2022



# AWARDS



# Award for Valor

Officer Keppeth Tworck

# Meritorious Service Award

Officer Kenneth Tworck

# Commendation

Officer Ronald Foytik
Forest Park PD Sergeant Adam Stasinopoulos
Forest Park PD Officer Jesus Arroyo
Forest Park PD Officer Thomas Cannon
Forest Park PD Officer Scott McClintock

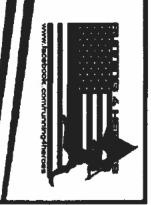
## Citation

Sergeant John Curtin Sergeant Nicholas Velez Officer Dawn Curver Officer Leonard Cunzalo Officer William Dunn Officer Walliam Failor Officer Ranald Foytik Officer Ranald Foytik Officer Mejandro Flores Officer Bake Grabowski Officer Frie Hernandez Officer Kaitlin Howell Officer Kyle Jordan Officer Ruben Murguia Officer Toni Radtke Officer Anthony Ricchio Officer John Rumoro Officer John Rumoro Officer Jospen Schejhal Officer Jospen Schejhal Officer Jospen Schejhal

Chicago PD Officer Sanchez Chicago PD Officer Renteria Chicago PD Officer Dankha River Forest PD Sergeant Glen Czernik Chicago PD Officer Pargo Chicago PD Officer Ostos Chicago PD Officer Flores Detective James Valentine Detective Sergeant Schonella Stewart WSCDC Telecommunicator Nicole Hart Detective Michael Eambert Detective Timothy Unzicker Detective Dustin Thoik Detective Brian Kantecki Detective Victorio Barrientos Detective Theodore Smith Detectivo Sergeant Angelo Episcopo

# Life Saving Award

fficer Kaitlin Howell fficer Kamile Sutaite



To the Family of Officer Nicholas Kozak,

First, please know that our thoughts and our prayers are extended to you during this difficult time.

the Running 4 Heroes mission, I have dedicated myself to run 1-mile for every fallen hero lost in the Line of My name is Zechariah Cartledge. In 2019 at the age of 10, I started the Running 4 Heroes non-profit. As part of Duty. For every mile I complete, I carry a flag that gets sent to the family of the hero that I ran to honor.

shares the stories of all the heroes added as a result of COVID-19 in the previous month. run a 21-lap salute around the track loop at my old school, which is equal to 3-miles. During this run, my father Starting in 2021, I have modified how I honor those lost as a result of contracting COVID-19. Each month, I

this package is not the flag I personally carried as part of the run, the flag that you are receiving did take part in the tribute. Prior to the start of my tribute run to honor your fallen hero, this flag was placed in the lead patrol car that accompanied me during the run, which means this flag completed all 21-laps as part of the tribute to In April, your fallen hero was one I honored as part of this monthly tribute. While the flag that is included with heroism your loved one displayed as they protected and served the communities they loved. honor your fallen loved one. My hope is that this flag will always serve as a reminder of the bravery and

Your family will continue to be in my thoughts and prayers.

God Bless

Zechariah Cartledge Founder - Running 4 Heroes, Inc.

# FOREST PARK POLICE DEPARTMENT

# **Honorable Mention**

PRESENTED TO

# Sergeant Daniel Pater #122

shell casings. The driver was charged with possession of cannabis and aggravated unlawful use of a weapon. with a total of six loaded magazines containing 176 rounds of 7.62 ammunition as well as loose ammunition and flower cannabis was recovered as well as cannabis edibles. Also recovered was a F.A. Cugir AK-47 firearm along not wearing a seatbelt. Sgt. Pater made contact with the driver and noticed a strong odor of cannabis from within On 24 May, 2022 at approximately 0652hrs, Sergeant Dan Pater was working an I.D.O.T. Occupant Protection the auto. He engaged the driver in conversation and learned that the driver had cannabis and a firearm within arm's Detail. He curbed a vehicle on the 7700 block of Madison because the driver, the only occupant of the vehicle, was reach behind him in the rear passenger compartment. The driver was asked to exit the auto. Over 30 grams of

cannabis and unlawfully transported firearm from the streets of the Village of Forest Park. Sgt. Pater is being recognized with an honorable mention for looking beyond the traffic violation and removing

JUNNY 2Z

Chief of Police



## Cook County State's Attorney's Office (CCSAO) April 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 April 2022, the CCSAO reviewed and made a charging decision for 7 adult felony cases in Forest Park. 7 cases were approved resulting in a **100% approval rate.** Overall, the CCSAO prosecuted 4 cases, and all those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 2 were convicted, a **50% conviction rate.** 

		Felony Rev	riew	Pros	ecution	Overall	Prosecution of SAO Filed			
Area	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate	
Forest Park	7	7	100%	4	2	50%	4	2	50%	
Cook County	1,344	1,151	86%	1,580	1,166	74%	1,192	1,009	85%	

#### 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	2	2	100%	Unlawful Use of Weapons	2	1	50%
2	Aggravated DUI	1	1	100%	Failure to Register as a Sex Offender	1	0	0%
3	Aggravated Robbery	1	1	100%	Robbery	1	1	100%
4	Criminal Damage to Property	1	1	100%				
5	Possession of Stolen Motor Vehicle	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	560	501	89%	Unlawful Use of Weapons	534	443	83%
2	Sex Crimes	77	48	62%	Narcotics	405	173	43%
3	Aggravated Battery Police Officer	66	60	91%	Aggravated DUI	80	72	90%
4	Aggravated DUI	64	57	89%	Burglary	76	70	92%
5	Retail Theft	52	36	69%	Homicide	38	32	84%

#### c) Felony Review & Prosecution by Race

			Fores	t Park			Cook County							
Race	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate		Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	
Black	5	5	100%	3	1	33%		872	771	88%	1,171	851	73%	
White	1	1	100%	1	1	100%		114	95	83%	152	118	78%	
Latinx	0	0		0	0			204	175	86%	233	179	77%	
Asian	0	0		0	0			5	5	100%	8	5	62%	
Biracial	0	0		0	0			13	13	100%	8	8	100%	
Other	0	0		0	0			0	0		0	0		
Unknown	1	1	100%	0	0			220	165	75%	8	5	62%	



#### 2. Adult Felony Diversion

#### a) Overall

In April 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	164	38	20	66%

#### b) Top Diverted Adult Felony Categories

#### **Forest Park**

	un.				
Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
Cook Co	ounty				
Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	96	28	15	65%
2	Unlawful Use of Weapons	23	2	0	100%
3	Burglary	14	1	3	25%
4	Aggravated Battery Police Officer	8	1	1	50%
5	Theft	6	3	0	100%

#### 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		89	18	18	50%
White	0	0	0		19	3	0	100%
Latinx	0	0	0		38	14	2	88%
Asian	0	0	0		0	1	0	100%
Biracial	0	0	0		2	0	0	
Other	0	0	0		0	0	0	-
Unknown	0	0	0		16	2	0	100%

<sup>\*</sup> 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 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'ed case numbers are not included here.

<sup>\*\*</sup> 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.

<sup>\*\*\*</sup> 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 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) May 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 May 2022, the CCSAO reviewed and made a charging decision for 9 adult felony cases in Forest Park. 7 cases were approved resulting in a **78% approval rate**. Overall, the CCSAO prosecuted 4 cases, and 3 of those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 3 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				ecution	Overall	Prosecution of SAO Filed			
Area	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate	
Forest Park	9	7	78%	4	4	100%	3	3	100%	
Cook County	1,539	1,347	88%	1,737	1,279	74%	1,359	1,129	83%	

#### b) Top Reviewed & Prosecuted Adult Felony Categories

#### Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecut	ed
1	Unlawful Use of Weapons	2	2	100%	Criminal Damage to Property	1	
	Aggravated Discharge Firearm	1	1	100%	Driving With Suspended/Revoked License	1	
	Aggravated Fleeing and Eluding	1	1	100%	Narcotics	1	
	Burglary	1	1	100%	Unlawful Use of Weapons	1	
;	Domestic Violence	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	716	646	90%	Unlawful Use of Weapons	568	449	79%
2	Sex Crimes	94	68	72%	Narcotics	395	164	42%
3	Aggravated Battery Police Officer	79	74	94%	Aggravated DUI	97	90	93%
4	Homicide	67	61	91%	Burglary	79	74	94%
5	Aggravated DUI	65	60	92%	Aggravated Battery Police Officer	57	53	93%

#### c) Felony Review & Prosecution by Race

			Fores	t Park					Cook (	County		
Race	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	6	4	67%	3	3	100%	1,025	914	89%	1,222	883	72%
White	0	0		1	1	100%	109	97	89%	182	144	79%
Latinx	2	2	100%	0	0		279	253	91%	280	219	78%
Asian	0	0		0	0		6	6	100%	10	6	60%
Biracial	0	0		0	0		10	9	90%	7	5	71%
Other	0	0		0	0		0	0		1	1	100%
Unknown	1	1	100%	0	0		240	181	75%	32	20	62%



#### 2. Adult Felony Diversion

#### a) Overall

In May 2022, the CCSAO referred 1 defendant 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	1	0	0	
Cook County	126	57	21	73%

#### b) Top Diverted Adult Felony Categories

#### **Forest Park**

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	<b>Graduation Rate</b>
1	Forgery	1	0	0	
Cook Co	unty				
Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	79	50	15	77%
2	Unlawful Use of Weapons	9	0	0	
3	Theft	8	1	1	50%
4	Burglary	7	1	1	50%
5	Retail Theft	5	0	1	0%

#### c) Diversion by Race

#### **Forest Park**

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Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	1	0	0		68	32	17	65%
White	0	0	0		17	9	1	90%
Latinx	0	0	0		28	14	2	88%
Asian	0	0	0		0	0	0	
Biracial	0	0	0		2	0	1	0%
Other	0	0	0		0	0	0	
Unknown	0	0	0		11	2	0	100%

<sup>\*</sup> 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 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'ed case numbers are not included here.

<sup>\*\*</sup> 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.

<sup>\*\*\*</sup> 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.



#### **Criminal Investigations Division**





The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Lt. Pete Morrissette. 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.

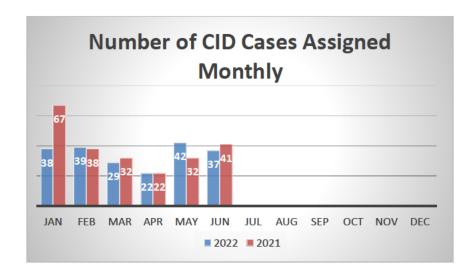
Police incident reports are reviewed by the Investigations Division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an 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.

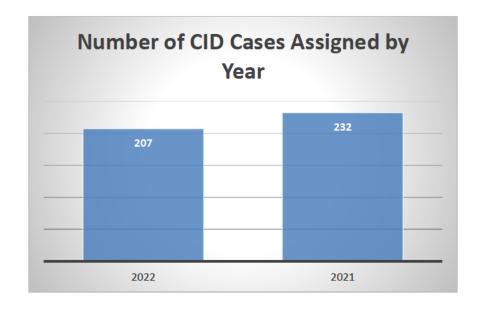
Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed.

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 PD 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 worked with WEDGE during their activation days in May and June.

There were 79 incidents assigned to investigators for follow-up in May and June 2022, 42 in May and 37 in June. Case selection has been reduced and screened due to a shortage of manpower and more focus has been executed on major cases and those involving violence against victims.





- Detective Schick investigated numerous garage burglaries that occurred when a suspect was arrested directly after one burglary. During the course of his lengthy investigation, Detective Schick collected video surveillance footage, interviewed witnesses and victims, obtained search warrants, and interrogated the suspect. Detective Heveran assisted in the investigation, conducting leg work on identifying stolen property and retrieving surveillance footage. Several victims were able to identify property stolen from them and were able to have their belongings returned to them. Detective Schick ultimately was able to charge the suspect with three separate burglaries as well as with possession of stolen property.
- Detective Schick investigated an aggravated domestic battery incident in which a woman
  was run over by her boyfriend as he drove away during an argument, and left her injured
  with a broken leg in an alley. After an extensive search for the offender, investigators were
  alerted to his location at a bar in Berwyn, where he was placed in to custody. Detective
  Schick charged him accordingly.
- Detective Heveran responded to the area of a shots fired call with patrol units. Although no victim or offender was found in the area, he investigated further by examining video surveillance footage from a condominium building. While reviewing this footage, Detective Heveran discovered that the incident was captured, depicting a domestic fight between a man and a woman. The man attempted to run the woman over with his vehicle, and after he drove away, the woman pulled a handgun from her purse and fired a shot in his direction. After reviewing this, Detective Heveran found the man's vehicle parked in the garage, and the woman walking toward it. He conducted an investigative stop and placed her in to custody. Although the woman was uncooperative with police, investigators obtained intelligence information that the vehicle may contain drugs and weapons. A search warrant was obtained. Two handguns and a large quantity of suspect fentanyl was found inside the vehicle. The woman was charged with aggravated discharge of a firearm, and the investigation in to the drugs and weapons is continuing.
- Lieutenant Morrissette located a vehicle that fled from a traffic stop by Forest Park officers
  parked in Chicago. A man matching the description of the offender was seen walking to
  the vehicle, and he subsequently admitted to fleeing from police. He was placed in to
  custody and the vehicle towed. That vehicle is being seized by this department in
  accordance with Illinois asset forfeiture law.
- Detective Heveran assisted patrol units and WESTAF in investigating a fatal crash in
  which a bicyclist was killed in a collision with a truck on the roadway. Detective Heveran
  put out information to neighboring departments and was able to identify the bicyclist as a
  resident of Berwyn. Detective Heveran sought out any surveillance footage in the area that
  may have depicted the accident. The case was ultimately cleared as accidental with no
  charges against the driver of the truck.
- A murder investigation from 2021 was closed when Detective Heveran learned that the known suspect was found dead in Chicago. This incident was a stabbing that was captured on video surveillance camera, and the offender was identified and who admitted to being the person on camera. Despite the evidence collected, police were not yet able to obtain charges from the Cook County State's Attorney Office. Detective Heveran and

Lieutenant Morrissette visited with the victim's wife and informed her of the offender's demise, and that this case is now closed due to the certainty of who the offender is, and that he is now deceased.

- Detective Heveran investigated commercial burglaries that occurred along Harlem Ave to restaurant businesses. Through coordination with the Elmwood Park Police, he was able to identify a suspect. That suspect was subsequently arrested in Chicago during the commission of another burglary. Detective Heveran was able to secure felony burglary charges against the offender.
- Detective Schick obtained video surveillance footage from Chicago Transit Authority that confirmed allegations made by a train rider that a man had approached her, held her down, and attempted to touch her in a sexual manner. The man was subsequently charged with aggravated battery.

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.

#### **Accident Investigation**

On 21 May 2022 a bicyclist was struck and passed away from his injuries on Roosevelt Road at the mall exit across from the Dollar Store. After an examination of the scene, and video taken from inside the striking truck, a drafted report indicated the subject at fault was the bicyclist and recommended the case be closed.

#### **LESO**

The Forest Park Police Department obtained the following equipment free of charge from LESO: Single acquisition through LESO - 4 cases disinfecting wipes

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

There were no SRT activation for the months of May and June.

#### **Special Response Team Training**

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

#### **Neighborhood Watch**

Nothing to Report

#### **Auxiliary Unit**

The Auxiliary Unit was active for the month(s) of May and June;

Madison Street foot patrols

May 10<sup>th</sup> – Police Officer's Memorial Foundation Motorcade

May 14<sup>th</sup> – Grant White School (school run)

May 14th - Stickney Parade

June 18th – Juneteenth Parade in the am and evening pool party at the Park District

June 18th - Brookfield Pet Parade

The next meeting will be held in August and will be discussing the Rib Fest and the other upcoming events throughout the Village.

#### 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	\$ 3,124.33
Public Affairs	\$ 10,353.86
Police Department	\$ 1,663.56
Community Center	\$ 549.45
Accounts & Finance (Clerks Office)	\$ 44,616.43
Accounts & Finance (Fire Department)	\$ 254,648.50
Department of Health & Safety	\$ 6,780.00
Street Department	\$ 23,538.48
Public Property	\$ 51,702.96
Seizure	\$ 1,182.00
Federal Custom	\$ 23,907.29
Police Vehicle Replacement	\$ 13,358.45
TIF	\$ 63,694.25
VIP	\$ 22,659.40
Water Department	\$ 397,836.13

TOTAL \$ 919,615.09

#### ADOPTED BY THE Council of the Village of Forest Park this 25th Day of July, 2022.

Ayes:	
Nays:	
Absent:	
	<del></del>
	Rory Hoskins, Mayor
A TOTAL CITY	
ATTEST:	
Vanessa Moritz, Village Clerk	



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100 00 000 2001 002	E N L' I		02/07/2022	400.00
100-00-000-2001-002	Franzen Plumbing Inc		03/07/2022	400.00
100-00-000-2001-002	Jose Reyes Protile Construction		09/01/2021	400.00
100-00-000-2002-006	Municipal Collection Services		06/30/2022	50.36
100-00-000-4220-300	Total Parking Solutions Inc		07/05/2022	209.00
100-00-000-4450-121	Passport Labs Inc		06/30/2022	88.06
100-00-000-4450-130	Passport Labs Inc		06/30/2022	1,903.65
100-00-000-4450-140	Passport Labs Inc		06/30/2022	73.26
		Refund and Allocations		3,124.33



<b>Account Number</b>	Vendor	]	Invoice Date	Amount
100-10-101-6100-135	GPG Strategies LLC		06/30/2022	2,000.00
100-10-101-6120-150	Pit Stop		06/30/2022	345.00
100-10-101-6120-160	Moses Amidei		06/29/2022	111.11
100-10-101-6120-305	Darien Marion-Burton		07/06/2022	425.00
100-10-101-6120-305	FOP Lodge #24		07/08/2022	525.00
100-10-101-6120-305	Forest Pk. Chamber of Commerce		07/12/2022	60.00
100-10-101-6120-305	West Central Municipal Conf		06/28/2022	690.00
100-10-101-6150-112	North Central Council of Mayor		07/01/2022	1,314.00
100-10-101-7000-150	Telcom Innovations Group LLC		06/24/2022	473.75
100-11-111-6100-105	Christopher Burke Engineering LTD		06/30/2022	210.00
100-11-111-6100-120	Techno Consulting Inc		07/01/2022	3,500.00
100-11-111-6110-110	Techno Consulting Inc		07/01/2022	700.00
		Public Affairs		10,353.86



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-12-121-6120-305	FOP Lodge #24	07/08/2022	150.00
100-12-121-6145-306	Animal Care League	05/31/2022	250.00
100-12-121-6150-114	Mount Prospect Police Dept IL Law Enforcement Admin Professionals	06/21/2022	299.00
100-12-123-6145-202	DataCom Software	06/17/2022	449.00
100-12-124-6150-114	Thomson Reuters-West	07/01/2022	405.56
100-12-125-6110-150	Motorola Solutions StarCom21 Network	07/01/2022	110.00
	Police Department		1,663.56



<b>Account Number</b>	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	05/23/2022	91.80
100-15-153-6170-202	Case Lots Inc	05/23/2022	169.70
100-15-154-6170-102	Case Lots Inc	06/28/2022	287.95
		Community Center	549.45



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-21-211-5005-002	Fidelity Security Life Ins Co	06/29/2022	82.65
100-21-211-5005-002	Fidelity Security Life Ins Co	06/29/2022	557.28
100-21-211-6110-110	Xerox Financial Services	06/10/2022	149.97
100-21-211-6110-110	Xerox Financial Services	06/10/2022	496.54
100-21-211-6140-104	Quill	06/15/2022	15.70
100-21-211-6140-104	Quill	06/15/2022	55.46
100-21-211-6140-104	Quill	06/29/2022	57.05
100-21-211-6140-110	Forest Printing Company	06/29/2022	776.75
100-21-211-6140-140	Quill	06/15/2022	45.26
100-21-211-6140-140	Quill	06/29/2022	126.20
100-21-211-6140-140	Quill	06/30/2022	59.66
100-21-211-6140-140	Quill	07/06/2022	32.99
100-21-211-6150-116	Growing Community Media NFP	07/06/2022	50.00
100-21-211-6150-150	AT&T	07/01/2022	603.14
100-21-211-6150-150	AT&T	07/04/2022	83.52
100-21-211-6150-150	AT&T	07/07/2022	1,344.67
100-21-211-6150-150	AT&T LONG DISTANCE	07/04/2022	9.82
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	609.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	3,400.47
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	5,000.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	2,554.50
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	5,535.53
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	3,381.51
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	467.50
100-21-211-6160-001	Illinois Counties Risk Management Trust	07/01/2022	4,658.97
100-21-211-6160-001	Mesirow Insurance Services	07/12/2022	100.00
100-21-211-6190-003	POLICE PENSION FUND	07/10/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	07/10/2022	5,714.29
100-21-211-7000-080	Xerox Financial Services	06/10/2022	122.50
100-21-211-7000-080	Xerox Financial Services	06/10/2022	1,684.21
100-22-221-6320-310	Christopher Burke Engineering LTD	06/30/2022	1,127.00

Accounts & Finance (Clerks Office)

44,616.43



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-30-301-6100-170	IL Dept of Healthcare and Family Services - GEMT	07/17/2022	252,582.32
100-30-301-6150-114	Illinois Fire Chiefs Assoc	12/16/2021	450.00
100-30-302-6110-200	Municipal Emergency Services Inc	06/27/2022	687.50
100-30-302-6145-100	Witmer Public Safety Group	07/01/2022	459.85
100-30-303-6145-300	Linde Gas North America LLC	06/21/2022	169.62
100-30-303-6145-300	Mckesson Medical	07/07/2022	299.21
	Accounts & Finance (Fire Department)		254,648.50



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-40-401-5000-017	Raymond Traynor		07/11/2022	630.00
100-40-401-5000-017	Tariq Dandan		06/30/2022	680.00
100-40-402-6100-115	Muse Community + Design		06/30/2022	2,317.50
100-40-402-6141-003	Christopher Burke Engineering LTD		06/30/2022	105.00
100-40-402-6141-003	Christopher Burke Engineering LTD		06/30/2022	262.50
100-40-402-6150-232	<b>B&amp;F</b> Construction Code Service		06/30/2022	635.00
100-40-402-6150-232	Tariq Dandan		06/30/2022	450.00
100-40-403-6140-206	Smithereen Pest Mgmt Services		07/01/2022	1,200.00
100-40-403-6140-206	Carl Wilke		07/04/2022	300.00
100-40-403-6150-230	Elevator Inspection Services		07/07/2022	100.00
100-40-410-6140-100	The Sidwell Company		06/15/2022	100.00
		Department of Health & Safety		6,780.00



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100 50 502 (190 160	Com Ed		06/21/2022	2 772 20
100-50-502-6180-160	Com Ed		06/21/2022	3,772.30
100-50-502-6185-108	JC Licht LLC		07/11/2022	185.80
100-50-502-6185-108	JC Licht LLC		07/13/2022	381.08
100-50-502-6185-505	West Cook County Solid Waste		06/30/2022	18,176.52
100-50-502-6185-505	West Cook County Solid Waste		06/30/2022	88.59
100-50-502-6185-505	West Cook County Solid Waste		06/30/2022	934.19
		Street Department		23,538.48



Account Number	Vendor	Invoice Date	Amount
100-55-551-6150-126	Jessica Voogd	07/11/2022	290.00
100-55-552-6180-101	First Ayd Corp.	06/28/2022	301.51
100-55-552-6180-101	RUSSO POWER EQUIPMENT	07/08/2022	252.97
100-55-552-6180-114	First Ayd Corp.	06/23/2022	790.67
100-55-552-6180-114	McAdam Landscaping	06/30/2022	216.00
100-55-552-6180-114	McAdam Landscaping	07/08/2022	368.00
100-55-553-6180-150	Lyons Pinner Electric Co	05/17/2022	3,896.00
100-55-553-6180-150	Lyons Pinner Electric Co	06/16/2022	3,663.15
100-55-553-6180-150	Lyons Pinner Electric Co	06/16/2022	560.00
100-55-553-6180-150	Lyons Pinner Electric Co	06/16/2022	1,785.00
100-55-553-6180-150	Lyons Pinner Electric Co	06/26/2022	683.36
100-55-553-6180-150	Lyons Pinner Electric Co	06/30/2022	171.75
100-55-553-6180-150	Lyons Pinner Electric Co	06/30/2022	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	06/30/2022	595.00
100-55-553-6180-152	State Treasurer-IDOT	07/05/2022	3,987.90
100-55-555-6180-100	Quill	06/15/2022	187.07
100-55-555-6180-100	Quill	06/22/2022	147.95
100-55-555-6180-100	Quill	06/29/2022	10.20
100-55-555-6180-100	Quill	06/29/2022	257.45
100-55-555-6180-100	Quill	07/06/2022	50.99
100-55-555-6180-110	Comcast	07/02/2022	50.48
100-55-555-6180-120	West Town Mechanical	06/28/2022	1,524.21
100-55-555-6180-130	Case Lots Inc	05/23/2022	222.05
100-55-555-6180-130	Case Lots Inc	06/28/2022	525.90
100-55-555-6180-130	Comcast	07/01/2022	382.91
100-55-555-6180-140	Comcast	06/22/2022	182.61
100-55-555-6180-140	Comcast ULINE	06/28/2022	2.10
100-55-555-6180-140		06/28/2022 07/06/2022	790.00 18,705.31
100-55-570-6155-101 100-55-570-6155-102	Mohr Oil Company Superior Petroleum Marketers	06/30/2022	648.50
100-55-570-6155-106	Atlas Bobcat LLC	07/06/2022	142.20
100-55-570-6155-106	Currie Motors Chevrolet	06/06/2022	12.22
100-55-570-6155-106	Currie Motors Chevrolet	06/07/2022	68.87
100-55-570-6155-106	Currie Motors Chevrolet	06/07/2022	130.61
100-55-570-6155-106	Currie Motors Chevrolet	06/09/2022	176.25
100-55-570-6155-106	Currie Motors Chevrolet	06/22/2022	71.15
100-55-570-6155-106	Currie Motors Chevrolet	06/27/2022	15.34
100-55-570-6155-106	Currie Motors Chevrolet	06/29/2022	20.56
100-55-570-6155-106	Currie Motors Chevrolet	06/29/2022	75.77
100-55-570-6155-106	Factory Motor Parts Co	06/06/2022	(16.00)
100-55-570-6155-106	Factory Motor Parts Co	06/22/2022	57.38
100-55-570-6155-106	Factory Motor Parts Co	07/06/2022	68.71
100-55-570-6155-106	Wholesale Direct Inc.	06/29/2022	192.48
100-55-570-6155-106	Wholesale Direct Inc.	07/06/2022	473.85
100-55-570-6155-112	Berwyn Garage	06/24/2022	723.30



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-55-570-6155-112	Commercial Tire Service		06/30/2022	649.43
100-55-570-6155-112	Commercial Tire Service		06/30/2022	507.74
100-55-570-6155-112	Commercial Tire Service		07/08/2022	712.20
100-55-570-6155-112	Fleet Safety Supply		06/28/2022	375.37
100-55-570-6155-112	Guzz Design		07/05/2022	280.00
100-55-570-6155-202	Berwyn Garage		06/02/2022	1,522.68
100-55-570-6155-202	Berwyn Garage		06/06/2022	59.74
100-55-570-6155-202	Berwyn Garage		06/21/2022	432.80
100-55-570-6155-202	Berwyn Garage		06/21/2022	1,572.37
100-55-580-6180-210	JKS VENTURES INC		06/13/2022	80.00
100-55-580-6180-302	Davis Tree Care		07/06/2022	700.00
		Public Property		51,702.96



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
230-00-000-6900-230 230-00-000-6900-230	J.G. Uniforms Secretary of State	06/30/2022 07/25/2022	880.00 302.00
		Seizure	1.182.00



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
232-00-000-6900-232	Chicago Police Department		06/29/2022	2,386.00
232-00-000-6900-232	Comcast		06/22/2022	181.04
232-00-000-6900-232	Griffon Systems Inc		06/15/2022	12,937.50
232-00-000-6900-232	Motorola Solutions Inc		07/07/2022	423.80
232-00-000-6900-232	PowerDMS Inc		07/05/2022	7,375.95
232-00-000-6900-232	Benito Marti		07/12/2022	301.50
232-00-000-6900-232	Brendon Reilly		07/12/2022	301.50
		Federal Customs		23,907.29



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
235-00-000-7000-001	Fleet Safety Supply		07/01/2022	13,358.45
		Police Vehicle Replacement		13,358.45



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
302-00-000-6185-700	Griffon Systems Inc	06/15/2022	24,741.25
302-00-000-6185-700	Christopher Burke Engineering LTD	06/30/2022	3,328.00
304-00-000-6100-115	Christopher Burke Engineering LTD	06/30/2022	945.00
304-00-000-6185-700	Griffon Systems Inc	06/15/2022	34,470.00
304-00-000-6185-700	Christopher Burke Engineering LTD	06/30/2023	210.00
		TIF	63,694,25



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	06/30/2022	937.50
312-00-000-7000-102	Christopher Burke Engineering LTD	06/30/2022	2,824.33
312-00-000-7000-108	Christopher Burke Engineering LTD	06/30/2022	1,162.50
312-00-000-7000-120	Christopher Burke Engineering LTD	06/30/2022	6,357.50
312-00-000-7000-135	Christopher Burke Engineering LTD	06/30/2022	140.00
312-00-000-7000-312	K-Five Hodgkins LLC	07/06/2022	160.00
312-00-000-7000-312	Christopher Burke Engineering LTD	06/30/2022	775.00
312-00-000-7000-312	Christopher Burke Engineering LTD	06/30/2022	10,302.57
		VIP	22,659.40



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
501-00-000-1200-050	Margaret Malone		06/29/2022	130.21
501-00-000-2500-001	Illinois Environmental Protection Agency		07/17/2022	184,732.73
501-80-800-6100-105	Christopher Burke Engineering LTD		06/30/2022	3,625.00
501-80-800-6110-105	Springbrook Holding Company LLC		07/05/2022	587.00
501-80-800-6150-154	Com Ed		06/29/2022	44.75
501-80-800-6310-001	Illinois Environmental Protection Agency		07/17/2022	4,974.65
501-80-800-6800-100	City of Chicago		07/08/2022	159,605.61
501-80-800-6800-150	Centurion Plumbing Company		07/05/2022	14,830.60
501-80-800-6800-150	Illinois EPA		06/24/2022	5,000.00
501-80-800-6800-150	Illinois EPA		06/24/2022	1,000.00
501-80-800-6800-151	Centurion Plumbing Company		06/30/2022	10,218.69
501-80-800-6800-152	Centurion Plumbing Company		06/30/2022	10,296.89
501-80-800-7000-020	Christopher Burke Engineering LTD		06/30/2022	630.00
501-80-800-7000-020	Christopher Burke Engineering LTD		06/30/2022	665.00
501-80-800-7000-020	Christopher Burke Engineering LTD		06/30/2022	830.00
501-80-800-7000-020	Christopher Burke Engineering LTD		06/30/2022	665.00
		Water Department		397,836.13

TO: Mayor Hoskins and Commissioners

Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: July 20, 2022

RE: FY2023 Appropriation Ordinance for the July 25, 2022 agenda

Per Illinois Municipal Code (65 ILCS 5/8-2-9), the corporate authorities of municipalities with a population of less than 500,000 shall pass the annual appropriation ordinance within the first quarter of the fiscal year. The annual appropriation ordinance and estimate of revenues must be filed with the county clerk within 30 days of the adoption.

The FY2023 Appropriation Ordinance is attached for your review. The Appropriation Ordinance establishes the legal spending limits, however the annual line-item budget is the working document for all financial activities. General and Water fund salaries are appropriated with a 5% to 7% allowance for overages due to expired contracts, overtime, and retirements; operating expenditures are categorized with allowances ranging from 10% to 30% for maintenance, repairs, and contract services, and a 30% to 50% allowance is provided for grants and capital expenses. The estimate of revenues mirrors the appropriations by fund and reflects a balanced operation.

Below is a brief overview of changes from the FY2022 document. Current year operations reflect full staffing and resumption of suspended programs and operations. Large variances from prior year are for capital assets, grant programs, and infrastructure projects.

FY2023 FY2022 +/-

Public Affairs: 1,709,921 1,572,453 137,468

- Police and Fire testing, consulting services, consolidated dispatch, website maintenance, community events

Police Department: 5,859,737 5,957,148 (97,411)

- Retirements recognized in FY2022; training and equipment expenses reallocated to Federal Customs and Police Seizure funds

Community Center: 673,800 700,382 (26,582)

- One full-time position eliminated

Accounts / Finance: 14,547,441 12,660,834 1,886,607

- Police and Fire pension contributions appropriated at 100% funding; higher allowance for insurance premiums; increase for federal grant programs

Fire Department: 4,110,120 3,601,309 508,811

- Proposal for additional firefighter staffing; recognition of cost share in Ground Emergency Medical Transportation (GEMT) program

Health & Safety: 518,634 459,513 59,121

- Consultant fees for zoning code and plan review

Streets: 1,970,060 1,823,516 146,544

- Allocation of current full-time chauffeur wages restructured in Street and Public Improvement and Public Property; training; contract services for refuse hauling

Public Property: 2,277,914 2,501,928 (224,014)

- Allocation of current full-time chauffeur wages restructured in Street and Public Improvement and Public Property

1	1 7				
General Fund:	31,667,626	29,277,082	2,390,544		
Police Seizure: - FY2022 budget i	211,950 included vehicle	358,970	(147,020)		
DUI Enforcement: - FY2023 budget	24,000 for equipment only	35,500	(11,500)		
US Customs: - Department of Ju	490,250 ustice / Department of	455,830 Treasury eligible expe	34,420 nses for training and equipment		
Police Vehicle: - Replacement pol	190,000 lice fleet vehicles	76,550	113,450		
IMRF:	350,000	350,000	0		
Social Security	385,000	385,000	0		
Mall TIF: - TIF terminated in	0 n FY2018; final expens	120,500 se paid in FY2022	(120,500)		
Brown Street TIF: - Additional funds	3,832,440 appropriated for infra	3,644,410 structure projects	188,030		
	Roosevelt/Hannah TIF: 1,530,500 1,822,835 (292,335) - Reduction in budgeted infrastructure projects				
Roosevelt Road TIF: - Reduction in bud	730,500 Igeted infrastructure pr	759,000 rojects	(28,500)		
Motor Fuel Tax: - Additional funds	1,831,682 appropriated for infra	1,789,360 structure projects and	42,322 grant matching		
Series 2012 / VIP: - Additional funds	4,079,173 appropriated for infra	3,730,000 structure projects and	349,173 grant matching		

Special Revenues: 14,103,926 13,909,699 194,227

381,745

66,687

Fleet Replacement:

448,432

Replacement fleet and equipment

Series 2012 Debt: 715,000 713,450 1,550

- Per debt schedule through 12/2025

Enterprise / Water: 7,911,587 8,532,132 (620,545)

- Reduction in budgeted infrastructure projects for FY2023

Library Fund: 2,226,467 2,143,290 83,177

- Salaries and building maintenance

TOTALS: 56,627,607	54,575,654	2,048,953	
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# ORDINANCE NO. O- -22 THE APPROPRIATION ORDINANCE OF THE VILLAGE OF FOREST PARK COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

Be it ordained by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section I. This Ordinance is hereby termed "The Appropriation Ordinance of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023."

Section II. The following amounts of money, or as much thereof as hereby may be authorized by law, be and the same are hereby appropriated for the several municipal objects and purposes hereinafter specified, and to pay all necessary expenses and liabilities of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023, to wit:

	<b>A</b> p	propriation
GENERAL FUND		
OFFICE OF PUBLIC AFFAIRS		
General Public Affairs		
Salary for the Honorable Mayor	\$	30,000
Salary for the Liquor Commissioner	\$	10,000
Salary for Village Prosecutor	\$	38,000
Salaries for Support Staff		200,131
Commissions	\$ \$ \$ \$	50,330
Codification of Village Code	\$	7,100
Legal Services/Labor Negotiations	\$	270,670
Consolidated Dispatch Service	\$	735,361
Consulting Services	\$	84,332
IT Village-Wide	\$	143,125
Community Relations/Office Expenses	\$	128,222
Business Agreements	\$ <u>\$</u> \$	12,650
Total General Public Affairs	\$	1,709,921
Police Department		
Management and Office Salaries	\$	1,597,162
Law Enforcement Expenses		209,310
Officer Salaries	\$	4,053,264
Total Police Department	\$ <u>\$</u> \$	5,859,737
Community Center		
Salaries	\$	423,312
Community Relations/Office Expenses		14,145
Day Care Costs	\$	24,125
Events/Senior Services	\$ \$ \$	133,100
RTA Salaries	\$	77,868
RTA Office/Equipment Expense	\$	1,250
Total Community Center	\$	673,800
TOTAL FOR OFFICE OF PUBLIC AFFAIRS	\$	8,243,456

	A <sub> </sub>	opropriation
OFFICE OF ACCOUNTS AND FINANCE		
Accounts and Finance		
Commissioner of Accounts and Finance	\$	10,000
Salaries	\$	260,353
Village Clerk/HR Administrator	\$	105,000
Insurance Benefits	\$	2,578,082
Audit/Consulting Services	\$	21,960
Office Equipment and Supplies	\$	539,195
Foreign Fire Insurance Tax	\$	45,000
Police Pension Cost	\$	3,438,097
Fire Pension Cost	\$	2,492,293
Federal Grants	\$	3,218,928
State Grants	\$	722,520
Local Grants	\$	40,500
Liability Insurance	\$	1,075,512
Total Clerk's Office	\$	14,547,441
Fire Department		
Management and Office Salaries	\$	627,188
Firefighter Salaries	\$	2,285,167
Firefighting Equipment/Expenses	\$	181,476
Community Relations/Office Expenses	\$	16,733
Paramedic Services	\$	999,557
Total Fire Department	<u>\$</u> \$	4,110,120
TOTAL FOR OFFICE OF ACCOUNTS AND FINANCE	\$	18,657,561
OFFICE OF HEALTH AND SAFETY		
Commissioner	\$	10,000
Salaries	\$	270,334
Plan Review/Inspections	\$	218,500
Community Relations/Office Expenses	\$	19,800
TOTAL OFFICE OF HEALTH AND SAFETY	\$	518,634
OFFICE OF STREETS AND PUBLIC IMPROVEMENTS		
Commissioner	\$	10,000
Salaries	\$	375,079
Community Relations/Office Expenses	\$	6,900
Streets Maintenance, Equipment and Supplies	\$	1,578,081
TOTAL OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	\$	1,970,060
OFFICE OF PUBLIC PROPERTY		
Commissioner	\$	10,000
Salaries	\$	548,772
Community Relations/Office Expenses	\$	21,520
Property Maintenance	<u>\$</u> \$	342,171
Total General Public Property	\$	922,463

	A <sub> </sub>	ppropriation
Street and Traffic Lighting	\$	405,797
Fleet Maintenance	\$	608,790
<u>Forestry</u>		
Salaries	\$	212,490
Other Forestry Expenses	\$	117,873
Total Forestry	\$	330,363
Playgrounds and Recreation		
Playground Maintenance/Improvement	\$	7,500
Dog Park	\$	3,000
Total for Playgrounds and Recreation	\$	10,500
TOTAL OFFICE OF PUBLIC PROPERTY	\$	2,277,914
TOTAL GENERAL FUND	\$	31,667,626
SPECIAL REVENUE FUNDS		
OFFICE OF PUBLIC AFFAIRS		
Police Seizure Fund	\$	211,950
DUI Enforcement Fund	\$	24,000
U.S. Customs	\$	490,250
Police Vehicle Fund	\$	190,000
TOTAL SPECIAL REVENUE FUNDS OFFICE OF PUBLIC AFFAIRS	\$	916,200
OFFICE OF ACCOUNTS AND FINANCE		
IMRF Fund	\$	350,000
Social Security Fund	\$	385,000
Brown Street Station TIF	\$	3,832,440
Consulting/Legal Services	\$	80,000
Contract with Developer	\$	100,000
Infrastructure Improvement Projects	\$	3,651,940
Bank Service Fees	\$	500
Roosevelt/Hannah TIF	\$	1,530,500
Consulting/Legal Services	\$	80,000
Contract with Developer	\$	50,000
Infrastructure Improvement Projects	\$ \$ \$	1,400,000
Bank Service Fees	\$	500

	Aı	opropriation
Roosevelt Road Corridor TIF	¢	720 500
Consulting/Legal Services	\$ ¢	<b>730,500</b> 80,000
Contract with Developer	\$	50,000
Infrastructure Improvement Projects	\$ \$	600,000
Bank Service Fees	\$	500
Dalik Service Fees	Φ	500
TOTAL SPECIAL REVENUE FUNDS OFFICE OF ACCOUNTS AND FINANCE	\$	6,828,440
OFFICE OF STREETS AND PUBLIC IMPROVEMENTS Motor Fuel Tax		
Maintenance of Streets and Engineering	\$	1,831,682
Series 2012 Bond Fund	\$	4,079,173
Infrastructure Improvement Program	\$ \$	3,999,173
Consulting/Legal Services	\$	80,000
TOTAL SPECIAL REVENUE FUNDS OFFICE OF STREETS AND PUBLIC		
IMPROVEMENTS	\$	5,910,854
	•	0,010,004
OFFICE OF PUBLIC PROPERTY		
Fleet Replacement Fund		
Vehicle and Equipment	\$	448,432
TOTAL SPECIAL REVENUE FUND OFFICE OF PUBLIC PROPERTY	\$	448,432
TOTAL SPECIAL REVENUE FUNDS	\$	14,103,926
DEBT SERVICE FUNDS		
OFFICE OF ACCOUNTS AND FINANCE		
Series 2012 Bond Fund	\$	715,000
Debt Service Bond Redemption	\$	635,000
Debt Service Interest Payments	\$	79,500
Debt Service Bank Fees	\$	500
TOTAL DEBT SERVICE FUNDS	\$	715,000
ENTERPRISE FUND		
OFFICE OF STREETS AND PUBLIC IMPROVEMENTS		
Water Fund	φ.	400 540
Wages/Benefits	\$	430,546
Community Relations/Office expenses	\$	222,027
Utilities/Tools/Supplies IEPA Loan	\$ ¢	67,200 379,416
Water Purchase/Treatment	\$	
	\$	3,096,183
Administration Charges Sower Cleaning and Renair/Water Main Renair	\$	900,000
Sewer Cleaning and Repair/Water Main Repair	\$	294,000
Equipment and Capital Maintenance	\$	1,235,681
Infrastructure Improvements Total Water Fund	<u>\$</u> \$	1,286,535 7,911,587
	Ψ	.,,
TOTAL ENTERPRISE FUND	\$	7,911,587

	A	ppropriation
FREE PUBLIC LIBRARY		
Corporate	•	1 004 107
Salaries	\$	1,304,467
Office Expenses/Equipment	\$	400,000
Circulation Collection	\$	270,000
Special Tax Expenses		
Building and Grounds Maintenance	\$	83,000
Unemployment Insurance	\$	8,000
Workmen's Compensation	\$	5,000
FICA	\$	60,000
Public Liability Insurance	\$	22,000
IMRF	\$	65,000
Audit	\$	9,000
TOTAL FREE PUBLIC LIBRARY FUND	\$	2,226,467
TOTAL APPROPRIATIONS	<u>\$</u>	56,624,607

Section III. The appropriations herein for the payment of "Liabilities", "Contract Liabilities", or "Unpaid Bills," if any, shall not be construed as an approval of any such liabilities or unpaid bills, but shall be regarded only as an appropriation for the payment thereof, when and if they are found to be valid and legal obligations against the Village of Forest Park, and are appropriated, vouchered and audited.

Section IV. Any and all monies heretofore appropriated and not expended, which now remain in the Treasury of the Village of Forest Park, are hereby appropriated under the provisions of this Ordinance.

Section V. The appropriations made herein for salaries and wages for positions shall be regarded as maximum appropriations as to the sum appropriated, and the number of positions specified, and the length of time for which the incumbent of each position is to be employed. No employee shall have the right to demand continuous employment and compensation by reason of the appropriations, if it becomes necessary to discharge him or her on account of lack of work, or lack of funds. In case of any vacancy in any office or position herein appropriated for, the Head of the Department in which the vacancy occurs shall not be required to fill such office or position if, in his or her own judgment and discretion, there is no necessity thereof.

Section VI. All unexpended balances of any item of any appropriations made by this Ordinance may be expended by making good any insufficiency in any item or other appropriation made by this Ordinance.

Section VII. All Ordinances, or parts of Ordinances inconsistent or in conflict herewith, shall be, and the same are hereby repealed.

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Section VIII. If any item, purpose, sentence or portion thereof of this Ordinance be for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance, and that any Ordinance or parts of any Ordinance in conflict herewith are hereby repealed.

Section IX. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of July, 2022

APPROVED	
Mayor	
APPROVED;	is 25th day of July, 2022 This 25th day of July, 2022 This 25th day of July, 2022
ATTEST	
 Village Clerk	

# CERTIFICATE OF ESTIMATED REVENUE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2023

Vanessa Moritz, Village Clerk of the Village of Forest Park, Cook County, Illinois, certifies that the estimated revenue by source of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023, is as follows:

GENERAL FUND:			Sub-Total
Taxes:	Property Taxes-Corporate	2,084,883	
	Personal Property Replacement Taxes	413,874	
	Sales Taxes	5,657,235	
	Auto Rental Tax	49,500	
	Utility Taxes	1,492,500	9,697,993
Intergovernmental Revenue:	State Income Tax	2,845,575	
mengevernmentan revenue.	Local Use Tax	672,141	
	Foreign Fire Insurance Tax	47,500	
	IDOT Maintenance Agreement	112,775	
	Federal Grants	3,183,105	
	State of Illinois Grants	1,118,306	7,979,402
Licenses, Permits, and Fees:	Liquor Licenses	113,438	
Licenses, Formies, and Foce.	Vehicle Licenses	297,000	
	Business Licenses	160,213	
	Parking Permits	343,750	
	Amusement Rental Tax	1,600	
	Building & Zoning Fees	642,460	
	Other Licenses & Permits	45,850	1,604,310
Franchise Fees-Cable		294,450	294,450
Fines:	Traffic Tickets	981,250	
	Code Violation Fines	81,000	
	Reporting Fees	15,030	1,077,280
Fees for Services:	Ambulance Service	1,546,190	
	Community Center Child Care	269,500	
	RTA Subsidy & Rides	49,650	
	Contract Police Services	118,750	
	Parking Meters & Lots	441,813	
	Garbage Fees	1,062,387	
	Recycling/Yard Waste Fees	210,650	3,698,941
Rental Income:	Water Towers	182,969	
	Real Estate Right of Way	46,125	
	Community Center	1,250	230,344

			Sub-Total
Other Revenue:	Community Center Activities/Events	145,000	
	PACE Advertising	6,000	
	Local Grants	90,000	
	Insurance Proceeds	15,000	
	Sales of Assets	2,500	
	Miscellaneous Revenues	8,475	
	Interest & Dividends	5,648	272,623
	Gener	al Fund Sub-Total	24,855,342
SEPARATE GENERAL FUND	TAX LEVIES:		
	Fire Protection Property Taxes	750,000	
	Police Protection Property Taxes	750,000	1,500,000
	Tolloc Froteodoll Froperty Taxes		1,500,000
	Forestry Property Taxes		105,000
	Insurance Property Taxes		450,000
	FIDUCIARY FUNDS:		
	Police Pension:	<u>-</u>	
	Property Tax Levy	2,585,289	
	Personal Property Replacement Tax	42,266	2,627,555
	Fire Pension:	_	
	Property Tax Levy	2,093,510	
	Personal Property Replacement Tax	46,028	2,139,538
	TOTAL SEPARATE I	_EVIES AND PPRT _	6,822,093
	TOTAL	_ GENERAL FUND	31,677,435
	TOTAL	COLINEIVAL I OND	31,077,433
SPECIAL REVENUE FUNDS:			
• • • • • • • • • • • • • • • • • • • •	Illinois Municipal Retirement Fund:	_	
	Real Estate Taxes	325,000	
	Replacement Taxes	27,186	352,187
	Social Security Fund:		
	Real Estate Taxes	379,500	
	Replacement Taxes	21,312	400,812
			•
	Motor Fuel Tax:	-	
	Motor Fuel Tax Allotments	679,382	
	State of IL Bond Funds	155,610	
	Reserve Funds	1,275,000	
	Interest	3,000	2,112,992

	01.1.0 :		Sub-Total
	State Seizure Fund:	405.000	
	Seizure Sharing Funds	165,000	
	Sales of Seized Vehicles Reserve Funds	10,000 170,000	
	Interest	170,000 500	245 500
	merest		345,500
	DUI Enforcement Fund		
	Local share fines	4,000	
	Reserve Funds	35,500	
	Interest	50	39,550
	US Customs Fund:		
	Federal Sharing Funds	406,800	
	Reserve Funds	100,000	
	Interest	40	506,840
	Brown St. Station TIF:		
	-		
	Property Taxes - TIF Increment	788,555 3,050,000	
	Reserve for Capital Improvements Interest	10,000	2 040 555
	merest		3,848,555
	Roosevelt/Hannah TIF:		
	Property Taxes - TIF Increment	990,325	
	Reserve for Capital Improvements	1,000,000	
	Interest	10,000	2,000,325
	Roosevelt Road Corridor TIF:		
	Property Taxes - TIF Increment	513,150	
	Reserve for Capital Improvements	300,000	
	Interest	6,750	819,900
	TOTAL SPE	CIAL REVENUE FUNDS	10,426,661
VIP CAPITAL PROJECTS FL	JND:		
	Non-Home Rule Sales Tax	3,036,769	
	Reserve for Capital Improvements	1,850,000	
	Interest	1,500	4,888,269
CAPITAL ASSET FUNDS:			
	Police Vehicle Fund		
	Local share fines	66,000	
	Reserve Funds	125,000	
	Interest	100	191,100
	Fleet Replacement Fund		
	Municipal Motor Fuel Tax	195,000	
	Reserve Funds	115,000	
	Interest	150	501,250
	Т	OTAL CAPITAL FUNDS	5,580,619

Sub-Total

ENTERPRISE FUND:	Water Fund.			
	Water Fund:	7 600 505		
	Water Billings Penalties	7,628,525 300,000		
	Miscellaneous Charges/Fees	148,000		
	Interest	11,441		8,087,966
	merest			6,067,900
	TOTAL EN	ITERPRISE FUND		8,087,966
FREE PUBLIC LIBRARY:	Public Library:	_		
	Real Estate Taxes	1,900,299		
	Replacement Taxes	40,000		
	Special Tax Revenues	231,168		
	Grants	25,000		
	Desk Income	20,000		
	Interest	10,000		2,226,467
	TOTAL FREE PUBLIC	C LIBRARY FUND		2,226,467
	TOTAL ESTIMATED REVENUE		¢	57,999,148
	TOTAL ESTIMATED REVENUE		\$	37,999,140
Dated:				
		Vanessa Moritz		
		Village Clerk		
		Letitia Olmsted		
		Letitia Olmsted Finance Director		
SUBSCRIBED and SWORN to				
a Notary Public, in Cook County	, Illinois,			
	, Illinois,			
a Notary Public, in Cook County	, Illinois,			
a Notary Public, in Cook County	, Illinois,			

### ORDINANCE NO. O- -22

# AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR INSTALLATION OF ALARM EQUIPMENT AND MONITORING SERVICES BY AND BETWEEN ILLINOIS ALARM SERVICE, INC. AND THE VILLAGE OF FOREST PARK

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

WHEREAS, Illinois Alarm Service, Inc. ("IAS") has provided and currently provides alarm equipment and monitoring services to the Village and proposes to provide additional alarm equipment and monitoring services to the Village ("Alarm Services"); and

WHEREAS, the corporate authorities of the Village believe that, due to its experience, skill set and existing satisfactory relationship with the Village, IAS is uniquely qualified to provide such additional cost effective Alarm Services to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from IAS regarding the Alarm Services, for the installation amount of One Thousand Four Hundred Seventy-Five and 00/100 Dollars (\$1,475.00) and the monthly maintenance cost of Two Hundred Seventy-Four Dollars (\$274.00).

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

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference. The corporate authorities of the Village hereby waive the requirement of Section 2. Section 1-8A-7 of the Village Code, and hereby accept the Security Systems and Services Agreement from IAS, a copy of which is attached hereto as Exhibit A (the "Agreement"), subject to execution by IAS and receipt by the Village of the certifications attached hereto as Exhibit B and made a part hereof.. The Village Administrator is hereby authorized and directed to execute the Section 3. Agreement on behalf of the Village. The officials, officers and employees of the Village are hereby authorized Section 4. to take such further actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Proposal. This Ordinance shall be in full force and effect upon its adoption. Section 5. ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 25<sup>th</sup> day of July, 2022. AYES: \_\_\_\_ NAYS: ABSENT: APPROVED: Rory E. Hoskins, Mayor ATTESTED: Vanessa Moritz, Village Clerk

# EXHIBIT A

Illinois Alarm Service, Inc. Security System and Service Agreement

# EXHIBIT B

Certifications

### ILLINOIS ALARM SERVICES, INC. **CONTRACTOR CERTIFICATION FORM**

The assurances hereinafter made by ILLINOIS ALARM SERVICES, INC. (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may

terminate the assurance.	e contract if it is later determined that the Contractor rendered a false or erroneous
ILLINOIS A OF FOREST its sharehold	, hereby certify that I am the of
	(a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
	(b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
	(c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
In add	dition, the Contractor hereby represents and warrants to the Village, that:
(A)	the Contractor, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act")

- will provide a drug-free workplace by:
  - Publishing a statement: (1)
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - Specifying the actions that will be taken against employees for b. violations of such prohibition;
    - Notifying the employee that, as a condition of employment on such c. Contract, the employee will;
      - Abide by the terms of the statement; i.
      - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the Contractor's policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance program; and
  - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.
- (H) the Contractor shall comply with any and all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130 *et seq*.

•		•	or or term or condition in the within seven (7) days.	is contract changes,
Dated:	, 2022	Contractor:	ILLINOIS ALARM SER	VICES, INC.
		By:		
			(Name of Owner or Officer	,(Title or Office)
STATE OF	) s	.s.		
COUNTY OF _	) ˜	~ •		
			or the State and County afor wn to me to be the	
of ILLINOIS AI	Name of Owner or ( LARM SERVIC sworn on oath, a	Officer) ES, INC., appeare	ed before me this day in person he executed the foregoing of	tle or Office) son and,
Dated:	, 2022			
			Notary Pu	blic

### **SECURITY SYSTEM AND SERVICES AGREEMENT**



Alarm Company ("Alarm Co"):

Illinois Alarm Service, Inc.
7340 W. 15<sup>th</sup> Street · Forest Park, IL 60130
708.366.2400 · IL License #127-000167

Subscriber ("Sub"): VILLAGE OF FOREST PARK 517 DES PLAINES AVENUE FOREST PARK, IL 60130

Alarm Co agrees to furnish Sub with installation as described and services as checked and provide any other Alarm Co services upon request at established rates. Radio transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall  $\mathbf{x}$  remain with Alarm Co, or  $\Box$  transfer to Sub upon full payment of the purchase price.

MONITOR: □ BURGLAR ALARM ▼ FIRE ALARM □ HOLDUP □ CARD ACCESS □ CCTV □ ELEVATOR RECALL
□ ELEVATOR PHONE □ TEMPERATURE □ SPRINKLER □ OTHER
TX AT CENTRAL MONITORING STATION UL ("CS")   ALARM.COM   OTHER CS
SIGNALING FROM SUB TO CS IS: □ DIGITAL □ INTERNET 🙀 RADIO □ CELLULAR □ OTHER
□ OPENING/CLOSING CONTROL OF SYSTEM □ OPENING/CLOSING, LOG ONLY □ SUB ACCESS TO ACTIVITY REPORTS
PARTS AND LABOR REPAIR SERVICE:   BURGLAR  FIRE  CCTV  CARD ACCESS  OTHER
BILLABLE T & M REPAIR SERVICE ON REQUEST: □ BURGLAR 🙀 FIRE □ CCTV □ CARD ACCESS □ OTHER
FIRE INSPECTION & TESTING:   MONTHLY   BI-MONTHLY   QUARTERLY   SEMI-ANNUAL   MANUAL
□ UL CERTIFICATION □ CLOUD / HOSTED SERVICES □ MANAGED SERVICES □ INSTALL ONLY
Sub shall pay Alarm Co the sum of (\$\begin{align*} \frac{1475.00}{\}\) Dollars, of which ½ is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of (\$\begin{align*} \frac{274.00}{\}\) Dollars per month, payable quarterly in advance. A late payment charge of 1 ½% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.
System Description
INSTALL: AT THE ATTACHED SCHEDULE LOCATIONS ONE (1) IAS LIFE SAFETY RADIO ONE (1) UL LISTED ENCLOSURE ONE (1) PLUG IN TRANSFORMER
PROVIDE ANNUAL FIRE ALARM TEST AND DOCUMENTATION SERVICES AT EACH SCHEDULE LOCATION
*PREVAILING WAGE LABOR INCLUDED FOR INSTALLATION OF LIFE SAFETY RADIOS
THE ATTACHED SCHEDULE OF LOCATIONS IS ATTACHED AS EXHIBIT "A"
THE ATTACHED SCHEDULE EXHIBIT "A" MAY FROM TIME TO TIME BE AMENDED TO REFLECT ADDITIONS OR DELETIONS TO THE LOCATIONS BEING SERVED BY THIS AGREEMENT. SUCH ADDITIONS OR DELETIONS SHALL BE COMMUNICATED IN WRITING BY SUBSCRIBER TO ALARM COMPANY
**UPDATED TERMS** THIS AGREEMENT SHALL REMAIN IN EFFECT TILL MAY 1, 2023 AT SAID TIME, PER SUBSCRIBERS APPROVAL THIS AGREEMENT SHALL RENEW FOR A TERM OF FOUR (4) YEARS. ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT AND ATTACHED AMENDMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE
EXCLUSION(S): ANY AND ALL MUNICIPAL FEE(S) ANY ON-LINE SUBMITTAL FEE(S) ELECTRICAL OUTLET(S)

### **ADDITIONAL TERMS AND CONDITIONS**

- 1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, war, global pandemic, supply chain shortages, equipment failure, electrical failure, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material. Sub represents that the owner of the premise, if other that Sub, authorizes the installation of the equipment under the terms of this agreement. Subscriber assumes all risk of loss of material once delivered to job site. Sub agrees to pay for any increased cost of material or labor due to delay in installation outside the control of Alarm Co. Alarm Co will provide Sub written notice stating both the increased cost and source of the materials.
- 2. Sub will provide access to premises to Alarm Co for installation of System or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
- 3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. Required Service: Police agencies require repair of Systems which cause false dispatches. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning, or any other act of God are billable even when Sub has a repair service agreement in fo
- 4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
- 5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the AHJ. The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided, or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

Subscriber	Initial:		

- 6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized people.
- 7. Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 7340 W. 15<sup>th</sup> Street, Forest Park, IL 60130" or by email to CustomerService@illinoisalarm.com at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.
- 8. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.
- 9. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, submittals, on-line filing, fees, or other charges relating to the installation or services provided under this Agreement charged by any governmental body.
- 10. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires, or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.
- 11. Sub consents and agree that Alarm Co. may collect (including Sub's consent to record any and all telephone conversations with representatives) use, disclose and transfer any and all personal information, and that of third parties provided by Sub to our parents, affiliates, subsidiaries and our successor corporations, any sub-contractor or assignee of this Agreement or any authority having jurisdiction (AHJ) that request such information to administer alarm monitoring services or alarm system license, permit or similar programs.
- 12. <u>LIMITATION OF LIABILITY</u> It is understood and agreed: That Alarm Co and its directors, officers, shareholders, agents, assigns, employees, or independent contractors, or manufactures providing portions of the equipment, installation or services for Sub (including, but not limited to, signal carriers, telephone companies, municipal agencies, monitoring providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that the liability of Alarm Co and Others for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper installation, operation or non-operation of System or services (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the CS is expressly limited as set forth herein. In addition to the limitations of liability currently in force, Alarm Co and Others liability for all loss, damage, or expense due to data breach, access to or disclosure of any persons or organization's confidential or personal information, including, but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data, is expressly limited as set for herein.

Should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree (including gross negligence) of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy.

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but Sub expressly and explicitly acknowledges that such additional sum(s) paid, and obligation(s) undertaken shall in no event make Alarm Co or Others insurers. This limitation of liability covers all Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the CS is available at additional cost to Sub.

Subscriber I	nitial:	

- 13. <u>INDEMNIFICATION</u> If anyone other than Sub asks Alarm Co or Others to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the System or services, (ii) Alarm Co's or Other's own negligence, (iii) any other improper or careless activity of Alarm Co or Others in providing the System or services or (iv) a claim for indemnification or contribution, Sub will repay, respectively, to Alarm Co or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's reasonable attorney's fees and any other losses and costs that Alarm Co or Others may pay in connection with the harm or damages. Sub's obligation to repay Alarm Co or Others for such harm or damages shall not apply if the harm or damages happens while one of either Alarm Co's or Other's employees or subcontractors are in or about the protected premises, and such harm or damages is solely caused by that employee or subcontractor. Sub hereby releases Alarm Co and Others for losses, damages and expenses (i) covered by Sub's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance. Under no circumstance, shall Alarm Co Indemnify Sub.
- 14. <u>WAIVER OF SUBROGATION</u> Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.
- 15. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Cook County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Cook County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.

IT IS UNDERSTOOD AND AGREED THAT IF ANY AUTHORITY HAVING JURISDICTION REQUIRES ANY CHANGES AND/OR PERMIT FEES TO THE ABOVE SYSTEM, IT WILL BE AT ADDITIONAL EXPENSE TO THE SUB.

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF SEVEN (7) YEARS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 7340 W. 15<sup>TH</sup> STREET, FOREST PARK, IL 60130" OR BY EMAIL TO CUSTOMERSERVICE@ILLINOISALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM. THIS AGREEMENT SHALL NOT BECOME BINDING ON ALARM CO UNTIL EITHER ONE (1) SIGNED BY AN OFFICER OF ALARM CO OR TWO (2) ALARM CO PROVIDES THE EQUIPMENT OR STARTS THE ADDITIONAL SERVICE. MOSES AMIDEI NOTE: AGREEMENT VALID UNTIL MAY 1, 2023. MA

SUB ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ABOVE INCLUDING THE LIMITATION OF LIABILITY (PAR. 12), INDEMNIFICATION OF ALARM CO (PAR. 13) AND WAIVER OF SUBROGATION (PAR. 14) ARE MADE PART OF THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE HEREIN.

By: AUGUSTINO R. CALDERONE, II	Approved:	
Alarm Co Representative	Alarm Co Officer	
Primary Phone Number:	Social Security Number (Last 4 Digits):	
Primary Email Address: mamidei@forestpa	rk.net FEIN or Tax ID:	
Title:		
MOSES AMIDEI		
Subscriber Printed Name Dat	e Subscriber Signature	Date

ABSOLUTE GUARANTEE: I hereby absolutely guarantee the payment of the financial obligations contained in this Agreement.



7340 W. 15<sup>Th</sup> Street Forest Park, IL 60130 708-366-2400 IL-127-000167

## **EXHIBIT A**

## Village of Forest Park Village Hall

517 Des Plaines Avenue Forest Park, IL 60130 System Description: One (1) Conventional FACP Five (5) Notification Devices Eleven (11) Heat Detectors Fifty-Two (52) Smoke Detectors

## **Village of Forest Park Fire Department**

517 Des Plaines Avenue Forest Park, IL 60130 One (1) Conventional FACP One (1) Annunciator Three (3) Pull Stations Six (6) Notification Devices Thirteen (13) Heat Detectors Fourteen (14) Smoke Detectors

## Village of Forest Park Howard Mohr Community Center

7640 Jackson Blvd.
Forest Park, IL 60130
One (1) Conventional FACP
Five (5) Notification Devices
Seven (7) Heat Detectors
Eight (8) Pull Stations
Fourteen (14) Smoke Detectors



7340 W. 15<sup>Th</sup> Street Forest Park, IL 60130 708-366-2400 IL-127-000167

## **Village of Forest Park Public Works**

7343 15<sup>th</sup> Street, Forest Park, IL 60130 One (1) Conventional FACP Points of Connection for Sprinkler

## **Village of Forest Park Police Detectives**

501 Des Plaines Avenue, Forest Park, IL 60130 One (1) Addressable FACP Two (2) Addressable Pull Stations Twelve (12) Addressable Smoke Detectors Six (6) Strobes

Five (5) Horn Strobes

Premise Name:



## **Confidential Subscriber Information Document**

**Service Location Information:** 

City:		State:	Zip:	
			*	
ontact				
erson(s) on remise:				
Premise Premise				
elephone:	Email	1:	F	ax:
	Owners N	<b>lame and Inform</b>	ation:	
Name:				
Address:				
		<u> </u>		
City:		State:		Zip:
Telephone:	Email	]:	F	ax:
Commen		of O	) <u>                      </u>	NT - 4 A 1
	cial / Industrial Hours			
	r receiving Supervised	or Unsupervised		
	r receiving Supervised			
Is Subscriber	r receiving Supervised Yo	or Unsupervised es No	Opening & Clo	sing Reporting?
Is Subscriber	r receiving Supervised	or Unsupervised es No	Opening & Clo	sing Reporting?
Is Subscriber Sunday Open:	r receiving Supervised Yo	or Unsupervised es No  Monday Open:	Opening & Clo	osing Reporting?  y Close:
Is Subscriber Sunday Open: Tuesday Open:	r receiving Supervised Ye Sunday Close:	or Unsupervised es No  Monday Open: Wednesday Open	Opening & Clo	y Close:

Billing Contact Name:



## Billing Information (If different than above or if your credit card has a separate billing address):

Billing										
Address:										
Billing					Billing		Billing			
City:					State:		Zip:			
Billing		Billing Email:					Billing	Fax:		
Telephone:										
	<u>Billin</u>	g Preference	es for I	<u>Deposit</u>	: / Fina	l Billi	ing			
I would	like to pay via Credit Card	l:		We acc	ept Visa,		Card or s) will ap		er. Proc	cessing
I would	I would like to pay via Bank Account ACH:			Our financial institution will require an additional document and a copy of a voided check and your IAS representative will provide you the required document.  A ten (10) day setup and processing time will be required						
	I would Require an invoice and will pay upon receipt Would you like the invoice emailed? Yes No				No					
		ng Preferenc	es for							
I would	like to pay via Credit Card	l:		We acc	ept Visa,		Card or s) will ap		er. Proc	cessing
I would	like to pay via Bank Accou	nt ACH:		docum represei	inancial i ent and a ntative wi n (10) da	copy of ill provi y setup	f a voide ide you t	d check he requi	and you	ur IAS cument.
I would	Require an invoice and wilce:	l pay upon receip	ot	Would	d you like			ailed? Y	Yes	No



## **Emergency Call List:**

Contact persons at premise are required of who will be using the alarm system and that will be contacted to respond in an emergency, after the authorities have been notified. This allows access to account information, monitoring information, (if applicable), and the authority to request tech support and/or authorize service.

\*ALARM CODE\*A four digit number programmed into the burglar alarm system keypad for each individual user to arm and disarm system \*PASS CODE / WORD\*A word or numbers for each individual user for identification when communicating to Illinois Alarm or Central Station Monitoring. This allows each user to cancel unwanted alarm signals, put systems on and off test and authorize service. Burglar Alarm Systems: Alarm Code and Pass Code/Word maybe the same. Cell Phone: Name: Alarm Code: BA Systems 4-Alternate Digits: Phone: Remote App. Certificate for BA Yes: **Email Systems Only? Systems 4-Digits:** Address: No: Central Station / IAS Pass Code/ Word: 24/7/365 Access or Restricted Access? Cell Phone: Name: Alarm Code: BA Systems 4-Alternate Digits: Phone: Remote App. Certificate for BA Yes: **Email Systems Only? Systems 4-Digits:** Address: No: Central Station / IAS Pass Code/ Word: 24/7/365 Access or Restricted Access? Cell Phone: Name: Alarm Code: BA Systems 4-Alternate Digits: Phone Remote App. Certificate for BA Yes: **Email Systems Only? Systems 4-Digits:** Address: No: Central Station / IAS Pass Code/ Word: 24/7/365 Access or Restricted Access? Cell Phone: Name: Alarm Code: BA Systems 4-Alternate **Digits** Phone: Remote App. Certificate for BA Yes: Email **Systems Only? Systems 4-Digits:** Address: No: Central Station / IAS Pass Code/ Word: 24/7/365 Access or Restricted

> Illinois ALARM – 7340 W. 15th Street, Forest Park, Illinois 60130 Phone (708) 366-2400

Fax (708) 366-2419 www.illinoisalarm.com

Access?



## **Authorized Personnel:**

Persons not listed above that will be using the alarm system.

This allows each user access to account information, Central Station access and the authority to authorize service.

Name:	Name:
Alarm Code: BA	Alarm Code: BA
Systems 4-Digits:	Systems 4-Digits:
Central Station/IAS	Central Station/IAS
Pass Code/ Word:	Pass Code/ Word:
24/7/365 Access or	24/7/365 Access or
Restricted Access?	Restricted Access?
Name:	Name:
Alarm Code: BA	Alarm Code: BA
Systems 4-Digits:	Systems 4-Digits:
Central Station/IAS	Central Station/IAS
Pass Code/ Word:	Pass Code/ Word:
24/7/365 Access or	24/7/365 Access or
Restricted Access?	Restricted Access?

## **Additional Subscriber Information:**

- Shall you require additional users, please contact your representative
- The account processing department will not be able to forward your information to the operations department until we have received all the required documents, deposit and if applicable schedule of trade(s) for your project.
- If your project is tax-exempt, please provide a copy of your current tax-exempt form.
- Upon receiving all required documents an Illinois Alarm representative will be in contact with your billing department for securely obtain any required billing information. Please advise them we will be calling.
  - Please remit payment to Illinois Alarm Service, Inc.
     Att: Accounts Processing
     7340 W. 15<sup>th</sup> Street
     Forest Park, IL 60130

Subscriber Name: MOSES AMIDEI	Subscriber Signature:
Supscriber Name:	Subscriber Signature:

### **Certificate Of Completion**

Envelope Id: C843E38D54984B7FA7C1C55281345889

Subject: Hello Moses, - Updated terms & conditions per request

Source Envelope:

Document Pages: 10 Signatures: 0 Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator: Augustino Calderone, II 7340 W. 15th Street Forest Park, IL 60130 gus@illinoisalarm.com

IP Address: 75.27.56.63

### **Record Tracking**

Status: Original

Holder: Augustino Calderone, II 7/15/2022 10:27:25 AM gus@illinoisalarm.com

Location: DocuSign

### **Signer Events** Signature

MOSES AMIDEI

mamidei@forestpark.net

Security Level: Email, Account Authentication

(None), Authentication

## **Authentication Details**

Phone Auth:

Transaction: fc67ab46-ff72-422e-944d-21a8fdbddc2e

Result: passed Vendor ID: Prove Type: PhoneAuth

Performed: 7/15/2022 10:37:20 AM

Phone: +1 708-615-6201 (recipient-provided) **Electronic Record and Signature Disclosure:** 

Accepted: 7/15/2022 10:37:30 AM

ID: b12620c2-a1da-4133-bd2c-9dd1e0ca3a3d

Anthony T. Calderone tony@illinoisalarm.com

Security Level: Email, Account Authentication

(None), Authentication

### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ti	m	estamp	
_			 

Sent: 7/15/2022 10:33:42 AM Viewed: 7/15/2022 10:37:30 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2022 10:33:42 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 11/19/2016 12:00:22 PM

Parties agreed to: MOSES AMIDEI

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Gus Calderone (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

## **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Gus Calderone:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gus@illinoisalarm.com

## To advise Gus Calderone of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gus@illinoisalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## To request paper copies from Gus Calderone

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gus@illinoisalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with Gus Calderone

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gus@illinoisalarm.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>TM</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Gus Calderone as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Gus Calderone during the course of my relationship with you.

### EXHIBIT "A"

### LICENSE SUPPLEMENT

This License Supplement (Supplement) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, between **the Village of Forest Park**, an Illinois municipal corporation (LICENSOR), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

- 1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Forest Park and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, dated October 17, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern (note Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms). Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
- 2. <u>Premises.</u> The Property owned by LICENSOR is located at <u>7799 Van Buren St., Forest Park, IL 60130</u>. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
- 3. <u>Term.</u> The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 5 of the Agreement.
- 4. <u>Consideration.</u> License Fees under this Supplement shall be Two Hundred Dollars (\$200.00) per year, payable to LICENSOR at 517 Des Plaines Avenue, Forest Park, Illinois 60130. Thereafter, License Fees will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
- 5. <u>Site Specific Terms.</u> (Include any site-specific terms)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

## LICENSOR

Village of Forest Park, an Illinois Municipal Corporation	
By:	
Name:	
Title:	
LICENSEE	
Chicago SMSA Limited Partnershi d/b/a Verizon Wireless an Illinois li	<u>-</u>
By:	
Name:	
Title:	

## EXHIBIT 1

## **Premises**

Site Location: 7799 Van Buren St., Forest Park, IL 60130

Longitude: 41.879242

Latitude: -87.820531

Pole Type: Light Pole

Pole Owner: The Village of Forest Park

VZW Site Name: OPB\_135

VZW Project No: 20191941649

## **Site Photo**



## OFFICE OF THE MAYOR

## Rory E. Hoskins



SMALL TOWN CHARM www.forestpork.net

To: The Honorable Commissioners

Date: July 21, 2022

Dear Commissioners.

I am seeking your support in the re-appointment of the following candidates to their corresponding boards and commissions due to an expired term:

Tim Gillian

Board of Fire and Police Commissioners

Your favorable support would be appreciated,

Mayor Hoskins

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

## A RESOLUTION CONFIRMING THE APPOINTMENT OF THE MEMBERS TO THE FOREST PARK FIRE AND POLICE COMMISSION

**WHEREAS**, the corporate authorities of the Village of Forest Park ("Village") are authorized though 65 ILCS 5/10-2.1-1 and 65 ILCS 5/10-2.1-2 to appoint a Fire and Police Commission of three (3) members to have terms of three (3) years each; and,

WHEREAS, appointments shall be made so that in each three (3) year period, the terms of one (1) member shall expire in one (1) year, and the term of one (1) member shall expire in each of the remaining two (2) years; and,

WHEREAS, the corporate authorities of the Village have appointed Village residents at various times to serve as members of the Fire and Police Commission for three (3) year terms; and,

WHEREAS, the corporate authorities of the Village have reviewed the appointments and terms of current Fire and Police Commission members and desire to confirm and ratify the appointments and term expirations.

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

<u>Section 1</u>. The corporate authorities of the Village hereby confirm and ratify the appointments of the following members to the Forest Park Fire and Police Commission:

AppointeesAppointment Term ExpirationJerry BramwellApril 30, 2023Cara SmithApril 30, 2024Tim GillianApril 30, 2025

ADOPTED by the Council of the Ville	age of Forest Park, Cook County, Illinois this 25th
day of July, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 25 <sup>th</sup> day of Jul	y, 2022.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of July, 2022.	
ans aay 01 vary, 2022.	
Vanessa Moritz, Clerk	

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

Section 2.

# Forest Park U.S. Armed Forces Reserve Center





## Situation

## An opportunity for growth

- The US Army is looking to liquidate the former base in Forest Park.
- The 6.5-acre facility is located at 7402 Roosevelt Road.
- Rather than purchase the facility outright, the Army requires in-kind improvements at another base (Fort Sheridan on the North Shore).
- Our bid for Fort Sheridan improvements has been created in conjunction with our consultants at CBBEL.
- Today we are seeking Board approval to submit the bid.



## **Fort Sheridan Improvements**

## Addressing flooding issues

- The Army requires stormwater improvements at Fort Sheridan to respond to frequent flooding.
- We consider the improvements at Fort Sheridan to be more expensive than the value of the Forest Park property.
- As a result, we have modified the scope to reflect this value discrepancy.
- CBBEL and its contractors would be responsible for enacting the scope.



## Why We Need to Act Quickly

## Act before other developers

## Forest Park acquiring this land means:

- 6.5 acres is under Village control.
- We can actively pursue development opportunities to maximize the potential of the space.
- We can develop in keeping with our plan to spur economic development along Roosevelt Road.



## Why We Need to Act Quickly

## Act before other developers

## Another entity acquiring the land:

- May leave the property blighted for years.
- May not be as aggressive in pursuing development.
- May develop in a manner not in keeping with our community's long-term interests in encouraging economic development along Roosevelt Road.



## **Potential of the Property**

## An opportunity for economic growth

- We know that we have a need to spur economic development along the Roosevelt Road corridor.
- A 6.5-acre parcel of land has nearly unlimited potential for development.
- The site is ideal for a municipal complex, but additional commercial or retail opportunities could also be incorporated.



## Municipal Complex

## State-of-the-art, green facility

- To address current size restraints, we could turn the facility into a state-of-the-art municipal complex housing all Village services under one roof.
- Our aim would be to ensure this complex is as green as possible by pursuing LEED certification, using alternate sources of energy (like solar) and including the latest energy efficient tech (like EV charging stations).
- This proposal also allows the Village to sell its current municipal building.



## Acquiring this land now means Forest Park is in control of its own destiny.

## RESOLUTION NO. R- -22

## A RESOLUTION OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR USAR REAL PROPERTY EXCHANGE FOR THE UNITED STATES ARMED FORCES RESERVE CENTER LOCATED IN FOREST PARK, ILLINOIS

WHEREAS, the U.S. Department of Army has issued a Notice of Availability for United States Army Reserve Real Estate Exchange ("NOA") for the Forest Park Army Reserve Center-17666 Site N62757 located at 7402 Roosevelt Road, Forest Park, Illinois (the "Property"); and

WHEREAS, the Corporate Authorities of the Village of Forest Park, Cook County, Illinois (the "Village") has determined it is in the best interests of the Village and its residents to explore the opportunity to acquire the Property

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

<u>Section 1</u>. Finding of the Corporate Authorities

In the opinion of a majority of the Corporate Authorities of the Village, it is advisable and in the public interest for the Village explore the acquisition of the Property and submit a non-binding response to the NOA.

### Section 2. Response to NOA

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized respond to the NOA by submitting the Application for USAR Real Property Exchange: Forest Park U.S. Armed Forces Reserve Center in the form substantially attached hereto as Exhibit A (the "Application"), said Application being for purposes of exploring the acquisition of the Property and not binding on the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section	3.	Effective	Date
Section	J.		Dute

	nd effect is passage in the manner provided by law.  he Village of Forest Park, Cook County, Illinois this
day of, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this d	lay of, 2022
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and	d published in
pamphlet form this day of	, 2022.
Vanessa Moritz, Village Clerk	

## EXHIBIT A

APPLICATION FOR USAR REAL PROPERTY EXCHANGE: FOREST PARK U.S. ARMED FORCES RESERVE CENTER

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

## A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PHASE II DESIGN ENGINEERING SERVICES BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK FOR THE WILCOX STREET WATERMAIN AND RESURFACING PROJECT

WHEREAS, the Village of Forest Park ("Village") proposes to install a watermain under and resurface Wilcox Street, from Des Plaines Avenue west to the railroad tracks ("Project"), utilizing a combination of the Village's Motor Fuel Taxes and Water Fund for the Project cost; and

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

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

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

- Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
- Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for professional design engineering services for phase II design with Burke to implement the Project.
- Section 3. That certain "Wilcox Street Watermain and Resurfacing Project Professional Engineering Services Proposal for Phase II Design" between the Village and Burke

("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this  $25^{th}$  day of July, 2022.

of July, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 25 <sup>th</sup> day of July,	2022.
ATTESTED and filed in my office,	Rory E. Hoskins, Mayor
and published in pamphlet form	
this day of July, 2022.	
Vanessa Moritz, Village Clerk	
,	

## **EXHIBIT A**

Wilcox Street Watermain and Resurfacing Project – Professional Engineering Services Proposal for Phase II Design



### CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 6, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Wilcox Street Watermain and Resurfacing Project - Professional Engineering

Services Proposal for Phase II Design

Dear Mr. Amidei:

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

## **UNDERSTANDING OF THE ASSIGNMENT**

We understand the Village wants to install watermain on Wilcox Street from Des Plaines Avenue 2 blocks west to the railroad tracks. The Village also wants to resurface Wilcox Street from Des Plaines Avenue to the railroad tracks.

It is our understanding that the Village will be using local funding to cover Design and Construction Engineering and a combination of MFT and Forest Park Water Fund to cover the roadway and watermain construction costs respectively.

## **SCOPE OF WORK**

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

## Task 1 – Topographic Survey

CBBEL will perform a topographic survey of the proposed water main location — Wilcox Street from Des Plaines Avenue to the railroad tracks. The survey will be used as a base map for water main design purposes. Included are the following survey tasks:

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

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

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

## Task 2 – Pavement and Soils Investigation

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

## Task 3 – Sewer Cleaning and Televising

CBBEL will utilize a subconsultant to perform sewer cleaning and televising of combination sewer. CBBEL will then review the televising reports and include a repair or lining scope of work to the plans.

### Task 4 - Field Reconnaissance

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

## Task 5 – Utility Coordination

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

### Task 6 – MFT Coordination

This task will consist of coordinating with IDOT to make the project eligible to use MFT funding for the roadway portion of the project.

## Task 7 – Preparation of Plans and Specifications

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

## Task 8 – Permitting

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction and preparing a permit application to the Illinois Environmental Protection Agency (IEPA) for watermain construction.

## Task 9 – Bidding Assistance

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

## **ESTIMATE OF FEE**

Our Estimate of Fee is \$76,987.00 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.

MM	
Michael E. Kerr, PE	

Sincerely,

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:		

## VILLAGE OF FOREST PARK Wilcox Avenue WM and Resurfacing WORK EFFORT AND FEE STRUCTURE

		Engineer Survey				CAD	GeoTech	Sub							
Classification	V	IV	III	1/11	V	IV	III	II	- 1	Manager	Sub	Sub	Total Hours	7	Total Cost
Rate (\$/hr)	\$208.00	\$170 00	\$152.00	\$121 00	\$229.00	\$196.00	\$172 00	\$126 00	\$100.00	\$177.00	\$1.00	\$1.00			
Phase II - Design Engineering															
Task 1 - Topographic Survey					1	2	2	20	20	8			53	\$	6,901.00
Task 2 - Pavement and Soils Investigation											5700		0	\$	5,700.00
Task 3 - Sewer Cleaning and Televising	2		24									13000	26	\$	17 064.00
Task 4 - Field Reconaissance	6		16										22	\$	3,680.00
Task 5 - Utility Coordination	4			4			8						16	\$	2 692.00
Task 6 - MFT Coordination	12												12	\$	2,496.00
Task 7 - Preparation of Plans and Specifications	40			160						30			230	\$	32,990.00
Task 8 - Permitting	8			12									20	\$	3,116.00
Task 9 - Bidding Assistance	8			4									12	\$	2,148.00
													Subtotal Cost =	\$	76,787.00
Subtotals	80	0	40	180	1	2	10	20	20	38			391		
Percentage of Hours	20 5%	0 0%	10.2%	46 0%	0.3%	0.5%	2.6%	5.1%	5.1%	9.7%			100.0%	1	
Total Personnel Cost	\$16,640.00	\$0.00	\$6,080 00	\$21,780.00	\$229.00	\$392.00	\$1,720.00	\$2,520.00	\$2,000 00	\$6,726.00			Running Cost =	\$	76,787.00
													Direct Cost =	\$	200.00
													TOTAL COST =	\$	76,987.00



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

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

## Direct Costs

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

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

<sup>\*</sup>Charges include overhead and profit

## 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.

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. <u>Changes</u>: 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. <u>Suspension of Services</u>: 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. <u>Termination</u>: 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. <u>Standard of Practice</u>: 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. <u>Compliance With Laws</u>: 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. <u>Indemnification</u>: 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. <u>Governing Law & Dispute Resolutions</u>: 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. <u>Successors and Assigns</u>: 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. <u>Waiver of Contract Breach</u>: 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. <u>Amendment</u>: 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. <u>Severability of Invalid Provisions</u>: 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. <u>Force Majeure</u>: 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. <u>Subcontracts</u>: 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. <u>Designation of Authorized Representative</u>: 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. <u>Notices</u>: 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. <u>Limit of Liability</u>: 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. <u>Client's Responsibilities</u>: 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. <a href="Insurance and Indemnification">Insurance and Indemnification</a>: 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. <u>Hazardous Materials/Pollutants</u>: 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.

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

# A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE VILLAGE OF FOREST PARK 2022 SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the Village of Forest Park ("Village") has undertaken a program to develop plans and specifications for the 2022 Sidewalk Improvement Project for the Village (the "Project"); and

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

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

<u>Section 1</u>. Finding of the Corporate Authorities

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

Section 2. Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process and in substantially the form of the 2022 Sidewalk Improvement Project Bid Package, attached hereto as Exhibit "A" and made a part hereof.

Section 3. Effective Date

1076508 1

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25<sup>th</sup> day of July, 2022.

July, 2022.		
AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 25 <sup>th</sup> day of July	y, 2022.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office, and publish	ned in	
pamphlet form this day of July, 2022.		
Vanessa Moritz, Village Clerk		

### EXHIBIT "A"

## 2015 50/50 Sidewalk Program Proposal and Specifications

#### Forest Park 2022 Sidewalk Improvement Project

Cost Estimate

Design Firm Name: Christopher B. Burke Engineering
Design Firm Project #: 0023.BG111

	SP	PAY ITEM NO.	PAY ITEM NAME	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
Γ	*	X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 NCH SPECIAL	SQ FT	3,500		
Γ		44000600	S DEWALK REMOVAL	SQ FT	3,500		

TOTAL

## Local Public Agency Formal Contract Proposal

COVER	RSHEET			
Proposal Submitted By:				
Contractor's Name	٦			
Contractor's Address	City		State	Zip Code
STATE OF ILLINOIS				
Local Public Agency	County		Section N	lumber
Village of Forest Park	Cook			
Route(s) (Street/Road Name)		Type of Fun	ds	
Forest Park 2022 Sidewalk Improvement Project		LOCAL		
Proposal Only Proposal and Plans Proposal only, plan	s are separate			

Local Public Agency	County	Section Number	Route(s) (Stre	et/Road Name)
Village of Forest Park	Cook		Various	
Village of Forest Park  NOTICE TO BIDDERS  Sealed proposals for the project described below will be received at the office of Village of Forest Park  517 Des Plaines Ave, Forest Park, IL 60130  Address  Sealed proposals will be opened and read publicly at the office of Council Chambers  Name of Office  Time  Name of Office  Time  On 08/18/2  Name of Office  at 10:00 AM  on 08/18/2				
Sealed proposals for the project de	escribed below will be recei	ved at the office of Village	of Forest Park	
			Name of Offi	
517 Des Plaines Ave, Fores				
			Time	Date
Sealed proposals will be opened a	nd read publicly at the offic	<sub>e of</sub> Council Chambers		
F17 Dog Dlaines Ave. Force	Dork II 60420			00/40/22
317 Des Plaines Ave, Foles			~	On 00/10/22 Date
	Addless		Tille	Date
	DESC	CRIPTION OF WORK		
				Project Length
Various				
PCC sidewalk removal and	replacement.			
1 Plans and proposal forms will be	a available in the office of			
• •		com		
	•		30.00. A login will b	е
		· · · · · · · · · · · · · · · · · · ·		
If checked, the 2 apparent as	read low bidders must file v	vithin 24 hours after the lettin	ng an "Affidavit of Availab	oility" (Form BC 57) in
<ol><li>The Awarding Authority reserversely Provision for Bidding Required</li></ol>			all proposals as provided	in BLRS Special
<ol><li>The following BLR Forms sha</li></ol>	-			
	nal Contract Proposal (BLR	12200)		
<ul><li>b. Schedule of Prices (BLR</li><li>c. Proposal Bid Bond (BLR</li></ul>				
d. Apprenticeship or Trainin	g Program Certification (BL	R 12325) (do not use for pro		
		not use for project with Feder		
<ol><li>The quantities appearing in the will be made only for the actual</li></ol>				

- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filled prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Loc	al Public Agency	County	Section Number	Route(s) (Street/Road Name)
Vill	age of Forest Park	Cook		Various
			PROPOSAL	
1.	Proposal of			
	•		Contractor's Name	
		-	Contractor's Address	
ຸ .	The plane for the proposed wor	k aro those propared by	Christopher B. Burke Engine	sering Itd
	and approved by the Departme		erinstopher B. Barke Engine	oring, Eta.
3.		idge Construction" and th	I by the Department of Transportat ne " Supplemental Specifications a	tion and designated as "Standard nd Recurring Special Provisions" thereto,
4.	The undersigned agrees to acc Recurring Special Provisions"			ns indicated on the "Check Sheet for
	The undersigned agrees to cor is granted in accordance with the		0 working days or by _	unless additional time
6.		and is not required, the pre- recute a contract and con	oposal guaranty check will be held	deposit a contract bond for the full amount or I in lieu thereof. If this proposal is accepted agreed that the Bid Bond of check shall be
7.	the unit price multiplied by the	quantity, the unit price sh	nall govern. If a unit price is omitte	ere is a discrepancy between the products of d, the total price will be divided by the unit price nor a total price is shown.
8.	The undersigned submits here	with the schedule of price	es on BLR 12201 covering the wor	k to be performed under this contract.
9.				the combinations on BLR 12201, the work id specified in the Schedule for Multiple Bids
10.	A proposal guaranty in the pro	per amount, as specified	in BLRS Special Provision for Bid	ding Requirements and Conditions for
	Contract Proposals, will be req	uired. Bid Bonds Will	be allowed as a proposal gu	aranty. Accompanying this proposal is either
	a bid bond, if allowed, on Depart	artment form BLR 12230	or a proposal guaranty check, com	plying with the specifications, made payable
	to: Village		Treasurer of Forest Park	·
	The amount of the check is			().
		Attach Cashier	's Check or Certified Check Her	е
		es which would be require	ed for each individual bid proposal.	sals, the amount must be equal to the If the proposal guaranty check is
	The proposal guaranty check	will be found in the bid p	roposal for: Section Number	

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

#### CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Various
		SIGNATURES	
(If an individual)		Signature of Bidder	Date
,		Olgitatare of Blader	
		Business Address	
		City	State Zip Code
(If a partnership)		Firm Name	
		Signature	Date
		 Title	
		Business Address	
		City	State Zip Code
Insert the Names and Address	ses of all Partners		
(If a corporation)		Corporate Name	
		Signature	Date
		L Title	
		Business Address	
		City	State Zip Code
	Insert Names of Officers	President	

	<u>.</u>	Secretary
Attest:	1	
	-	Treasurer
	J L	
Secretary		



## Local Public Agency Proposal Bid Bond



Local Public Agency		County	Section Number
WE,			as PRINCIPAL, and
		as	S SURETY, are held jointly,
severally and firmly bound unto the above Local Forice, or for the amount specified in the proposal bind ourselves, our heirs, executors, administrato instrument.  WHEREAS THE CONDITION OF THE F	documents in effect on the ors, successors, and assigns	date of invitation for bids, wh s, jointly pay to the LPA this	nichever is the lesser sum. We sum under the conditions of this
THEREFORE if the proposal is accepted and the PRINCIPAL shall within fifteen (15) days performance of the work, and furnish evidence of and Bridge Construction" and applicable Supplemfull force and effect.  IN THE EVENT the LPA determines the requirements set forth in the preceding paragraph recover the full penal sum set out above, together IN TESTIMONY WHEREOF, the second and the proposal sum set out above.	authority for the construction d and a contract awarded to after award enter into a form the required insurance coverental Specifications, then the PRINCIPAL has failed to enough the LPA acting through with all court costs, all attoriced and acting the process.	of the work designated as to the PRINCIPAL by the LPA mal contract, furnish surety ge erage, all as provided in the his obligation shall become we inter into a formal contract in ghits awarding authority sharney fees, and any other ex	the above section. A for the above designated section guaranteeing the faithful "Standard Specifications for Road void; otherwise it shall remain in  compliance with any all immediately be entitled to pense of recovery.
respective officers this of	ald I Tritton AL and the sai	d GONETT Have caused this	s instrument to be signed by their
	Month and Year		
	Principal		
Company Name		Company Name	
Signature	Date	Signature	Date
Ву:	Ву:		
Title		Title	
(If Principal is a joint venture of two or more contr affixed.)	ractors, the company names  Surety	s, and authorized signatures	of each contractor must be
Name of Surety		Signature of Attorney-in-Fac	ct Date
	By:		
STATE OF IL			
COUNTY OF			
I	, a Notary	Public in and for said county	y do hereby certify that
(Insert names	of individuals signing on beha	f of PRINCIPAL & SURETY)	
who are each personally known to me to be the s PRINCIPAL and SURETY, appeared before me t nstruments as their free and voluntary act for the	his day in person and acknowledge	owledged respectively, that t	
Given under my hand and notarial seal this	day of		
	Day	Month and Year	
		Notary Public Si	gnature
(SEAL)			
		Date commission	on expires

Local	Publi	ic Age	ency										County		Section Number
										— EI E	CTP	ONIC BID B			
<u></u>	lectro	nic b	oid bo	ond is	allov	wed (	ı xod	nust	be ch	iecke	d by	_PA if electr	onic bid bond is allo	owed)	
electr Princi	onic b pal ar o or m	oid bo nd Su	nd ID rety a	code re firr	and and	signir ound	ng bel unto t	ow, th	ne Pri PA un	ncipal der th	is en e con	suring the identifications of the	entified electronic bid bid bond as shown a	bond has be above. (If PR	nd Form. By providing an en executed and the INCIPAL is a joint venture for each contractor in the
Electi	onic E	Bid Bo	ond II	O Cod	le							C	ompany/Bidder Nam	е	
							'								
												<u>s</u>	ignature		Date
												Ţ	itle		



回然间
2000
COPPER.

Cor	ntractor's Nam	е						
Cor	ntractor's Addr	ess		(	City		State	Zip Code
Loc	al Public Ager	псу				County		
Villa	age of Forest F	Park				Cook		
Rou	ute(s) (Street/F	Road Name						
For	est Park 2022	Sidewalk In	nprovement Project					
			Schedule for Multiple Bids					
	Combination L	etter	Section Included in Combinations					
			Schedule for Single Bid  (For complete information covering these items, see plans and specifications.)	)				
SP	ITEM NUMBER				Quantity	Unit Price		Total
*	X4240430	4240430 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL SQ F		Q FT	3,500			
	44000600	SIDEWAL	K REMOVAL SQ	Q FT	3,500			
			Bidder's Total Proposal					

### **TABLE OF CONTENTS**

SPECIAL PROVISIONS	2
DESCRIPTION OF IMPROVEMENT	2
LOCATIONS OF IMPROVEMENT	2
RESPONSIBLE BIDDER REQUIREMENTS	2
INSURANCE REQUIREMENTS	
AWARD OR REJECTION	
CLEAN CONSTRUCTION DEBRIS DISPOSAL REQUIREMENTS	
MAINTENANCE OF ROADWAYS	4
DUST CONTROL	4
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	
DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	
TRAFFIC CONTROL AND PROTECTION	
AGGREGATE FOR TEMPORARY ACCESS	

#### **SPECIAL PROVISIONS**

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

#### **DESCRIPTION OF IMPROVEMENT**

The work to be performed consists of removing existing PCC sidewalks and installing new PCC sidewalks.

#### **LOCATIONS OF IMPROVEMENT**

See enclosed location list. Locations and quantities subject to change.

#### **RESPONSIBLE BIDDER REQUIREMENTS**

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

Bidders shall submit with their proposal the following documents:

- a. Documents evidencing compliance with all applicable laws and ordinances prerequisite to doing business in Illinois.
- b. A valid federal employer tax identification number, or, if an individual, a valid social security number.
- c. A statement of compliance with the equal opportunity employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375 (known as the Equal Opportunity Employer Provision).

- d. Certificates of insurance indicating minimum insurance coverages as set forth in a bid specification, including general liability workers' compensation, completed
- e. Evidence of a written sexual harassment policy in compliance with the provisions of the Illinois Human Rights Act.
- f. A statement of compliance with the provisions of the Illinois Prevailing Wage Act.

operations, automobile, hazardous occupations and products liability.

- g. Evidence of compliance with the Substance Abuse Prevention on Public Works Projects Act.
- h. Evidence of relevant experience that indicates the necessary capacity to perform the project and adequate references verifying the quality of work performed.
- i. For Village public works construction projects (construction of new Village facilities, renovation of existing Village facilities or Village road and/or utility construction projects) over fifty thousand dollars (\$50,000.00), evidence of participation in apprentice and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor Office of Apprenticeship and Training or are reasonably equivalent to such programs.
- j. For Village construction projects (construction of new Village facilities, renovation of existing facilities or Village road and/or utility construction projects), responsible bidders must demonstrate a good faith effort toward providing equal employment opportunities for persons to work as craftpersons, laborers, workers or mechanics consistent with the racial, ethnic and gender demographics of the labor force available in the Illinois Department of Employment Security Chicago-Naperville-Joliet Metropolitan Division which consists of Cook DeKalb, DuPage, Grundy, Kane, Kendall, McHenry and Will Counties.

#### **INSURANCE REQUIREMENTS**

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the Village of Forest Park and Christopher B. Burke Engineering, Ltd. as additional insured.

#### **AWARD OR REJECTION**

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

Page 4

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

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

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

#### MAINTENANCE OF ROADWAYS

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

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

#### **DUST CONTROL**

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

#### **PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL**

In addition to the requirements of Section 424 of the "Standard Specifications for Road and Bridge Construction" the Contractor shall place embankment or excavate in accordance with Sections 202 and 205 of the Standard Specifications in order to match existing grade or as directed by the engineer. The Contractor shall place a 2" compacted aggregate base, Type B in accordance with Section 351 of the Standard Specifications. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

Where a sidewalk intersects a driveway, the thickness of the concrete shall be increased to 7 inches and wire reinforcement mesh shall be installed. The increase in concrete thickness and

wire reinforcement mesh shall be considered incidental to PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL. There will be no additional compensation for this work.

Embankment and/or excavation and the 2" aggregate base, Type B shall not be measured or paid for separately, but shall be included in the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

#### DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL

#### Description

1. This work shall consist of furnishing and installing prefabricated detectable warning panels from approved material suppliers in the new Portland Cement Concrete (PCC) sidewalk at locations as directed by the OWNER. The detectable warning panels shall be the "cast-in-place" model.

#### **Materials**

- 2. Approved material suppliers are as follows:
  - a. Armor-Tile Tactile Systems. www.armor-tile.com
  - b. ADA Solutions. <a href="https://www.adatile.com">www.adatile.com</a> (Composite Panel Paver System)
  - c. Detectile Corporation. www.detectile.com
  - d. Or approved equal.

The Contractor shall be responsible for furnishing the specified number of detectable warning panels from the approved list of material suppliers. Prior to purchasing the detectable warnings, the Contractor shall submit for review and approval by the OWNER the proposed product information consisting of the following:

- a. Manufacturer's certification stating the product is fully compliant with the ADAAG.
- b. Manufacturer's five year warranty.
- Manufacturer's specifications including the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness.
- d. Color chart (color to be determined by the OWNER).
- e. Sample Product Panel (24"x48").

The detectable warning panels to be purchased shall be 24"x48". Any damaged panel shall be rejected and shall be replaced at no additional expense to the Owner.

#### **Construction Requirements**

3. The Contractor shall install the panels in accordance with the manufacturer's recommendations and details. The panels shall be installed during the construction of the new PCC sidewalk and shall be an integral part of the walking surface. The top of the panel shall be flush with the surface of the sidewalk and only the actual domes shall project above the walking surface.

The detectable warning panels shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges,

and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

#### Method of Measurement and Basis of Payment

4. This work will be measured and paid for at the contract unit price per each for DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL which work includes furnishing and installing the detectable warning per the manufacturer's recommendations and as described herein.

#### TRAFFIC CONTROL AND PROTECTION

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. Removal and replacement of driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. Temporary traffic control devices shall be furnished and maintained as required and shall conform to the applicable portions of Section 701 of the Standard Specifications and the following highway standards:

#### • Standard 701801-03

The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day. It will also be necessary to provide advance notice to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited.

During construction, the Contractor shall provide lighted barricades, flagmen and other temporary protection where necessary for public safety at all times. Should traffic protection be determined to be inadequate by the Engineer or the Municipality, the Municipality will take the necessary action to protect the public, and the cost of this work will be charged to the Contractor.

Temporary signs shall be erected to notify pedestrians: "SIDEWALK CLOSED USE OTHER SIDE". The signs shall be placed at both ends of the block or at the nearest accessible crossing, or as directed by the engineer.

#### Method of Measurement and Basis of Payment

This work will not be paid for separately but will be considered incidental to the contract.

#### AGGREGATE FOR TEMPORARY ACCESS

#### Description

This work shall consist of the construction and maintenance of an aggregate base course for maintaining access to intersecting streets and driveways as specified in Article 107.09 of the STANDARD SPECIFICATIONS. The CONTRACTOR shall provide access for all emergency vehicles and school buses, and to all abutting properties at all times during construction.

#### **Construction Requirements**

The CONTRACTOR shall maintain ingress and egress to all abutting properties during construction operations. Temporary driveways and entrances shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the STANDARD SPECIFICATIONS and to the dimensions determined by the ENGINEER. The coarse aggregate shall be crushed stone or crushed gravel, gradation CA-6.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the base aggregate.

After these driveway aprons have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the ENGINEER, utilized for other purposes, such as granular subbase, aggregate base course, and embankment construction or other driveway aprons or otherwise disposed of as specified in Article 202.03 of the STANDARD SPECIFICATIONS.

#### Method of Measurement and Basis of Payment

This work will not be paid for separately but will be considered incidental to the contract.

<b>ADDRESS</b>	<u>DETAILS</u>	# of Squares	Area (SF)
825 CIRCLE	<del></del>	2	50
7435 DIXON	*SIDEWORK TOO	2	50
601 ELGIN	6	6	150
7242 JACKSON	4	4	100
1128 LATHROP	5	5	125
925 MARENGO	6	6	150
7638 ADAMS	CARRIAGE WALK & CATWALK SINKING	2	50
1401 HARLEM	14TH ST SIDE	2	50
1401 ELGIN	14TH ST SIDE	2	50
900 LATHROP		2	50
508 MARENGO		2	50
7700 WILCOX	ON JACKSON	2	50
7660 WILCOX	ON JACKSON	2	50
326 LATHROP		2	50
1104 DUNLOP		2	50
901 DUNLOP		2	50
903 DUNLOP		2	50
1033 HANNAH	6 + CARRIAGE WALK	8	200
611 HANNAH		2	50
919 LATHROP	6-7, POLK SIDE	7	175
1006 DUNLOP	7, TRIP HAZARD	7	175
812 CIRCLE	·	2	50
1037 LATHROP	CARRIAGE WALK	2	50
1105 CIRCLE	2	2	50
902 FERDINAND		2	50
1131 HANNAH		2	50
7616 HARVARD	2	2	50
917 HANNAH	2	2	50
530 CIRCLE	*SIDEWORK TOO	2	50
614 HANNAH	CARRIAGE WALK SINKING	2	50
1101 HANNAH	2 ON HANNAH & 2 ON FILLMORE	4	100
1127 MARENGO	3 IN FRONT	3	75
1121 LATHROP	SIDEWALK & CARRIAGE WALK SANK	3	75
910 DUNLOP	SIDEWALK SQUARE ON DUNLOP	1	25
904 DUNLOP	SIDEWALK SQUARE IN FRONT	1	25
1111 MARENGO	CARRIAGE WALK SQUARE	1	25
7712 ADAMS	INSTALL NEW CARRIAGE WALK	2	50
	REPLACE UNEVEN SQUARE	1	25
447 MARENGO		2	50
7311 ADAMS		2	50
7624 MONROE	2 SQUARES IN FRONT	2	50
823 MARENGO	2 SQUARES IN FRONT	2	50
			2825

#### RESOLUTION NO. R- -22

# A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE VILLAGE OF FOREST PARK VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT

WHEREAS, on September 24, 2020, the County of Cook ("Cook") informed the Village of Forest Park ("Village") that it had been selected for participation in the 2020 Invest in Cook Program; and

WHEREAS, the County has agreed to award the Village up to Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500.00) toward Phase II engineering and construction costs for the Village's Van Buren Street Multi-Use Path Improvement Project (the "Project"), total estimated costs to be Four Hundred Ninety-Five Thousand Dollars (\$495,000.00); and

WHEREAS, the proposed scope of work for the Project includes, but is not limited to, the construction of a ten (10) foot wide asphalt multi-use path along the west side of Van Buren Street from Madison Street to the existing parking area/path near the Chicago Transit Authority Blue Line Forest Park Transit Center; and

WHEREAS, the Project's multi-use path will connect the existing Illinois Prairie Path to the proposed Des Plaines River Trail extension; and

WHEREAS, the Village has undertaken to develop the plans and specifications for the Project; and

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

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

- <u>Section 1</u>. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
- Section 2. In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications for, advertise for bids and solicit bids for the Project.
- Section 3. The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process and in substantially the form of the "Local Public

Agency Formal Contract Proposal Bid Specifications for the Van Buren Street Multi-Use Path Improvements Project," attached hereto as Exhibit "A" and made a part hereof.

<u>Section 4</u>. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25<sup>th</sup> day of July, 2022.

day of July, 2022.		
AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 25 <sup>th</sup> day of .	July, 2022.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office,		
and published in pamphlet form		
this day of July, 2022.		
Vanessa Moritz, Village Clerk		

## EXHIBIT "A"

Local Public Agency Formal Contract Proposal Bid Specifications for the Van Buren Street Multi-Use Path Improvements Project

Note: This 46 page document is an excerpt of the larger 306 page bid document. The complete copy of of said bid document is on file in the Village Clerk's Office (excerpt being provided in Council Packet as 306 page document is 19MB).

### Local Public Agency Formal Contract Proposal

COVER SHEET			
Proposal Submitted By:			
Contractor's Name			
	214	01-1-	7'- 0-d-
Contractor's Address	City	State	Zip Code
STATE OF ILLINOIS			
Local Public Agency	County	Section	Number
Village of Forest Park	Cook		
Route(s) (Street/Road Name)		Type of Funds	
Van Buren Street Multi-Use Path Improvements Proj	ect	LOCAL & INVES	ST IN COOK
Proposal Only Proposal and Plans Proposal only, p	olans are separate		

Local Public Agency	County	Section Number	Route(s) (Stre	Route(s) (Street/Road Name)	
Village of Forest Park	Cook		Van Buren	Van Buren Street	
		,			
	NO	TICE TO BIDDERS			
Sealed proposals for the project d	escribed below will be rece	eived at the office of Village of			
_,			Name of Off		
517 Des Plaines Ave, Fores	<u> </u>		_ <sub>until</sub> 10:00 AM	on 08/18/22	
	Address		Time	Date	
Sealed proposals will be opened a	and read publicly at the offi	<sub>ce of</sub> Council Chambers			
			Name of Office		
517 Des Plaines Ave, Fores	st Park, IL 60130		at 10:00 AM	on 08/18/22	
	Address		Time	Date	
Location	DES	SCRIPTION OF WORK		Droject Length	
Location				Project Length	
7700 Block Van Buren Stree	et				
Proposed Improvement					
Hot-Mix Asphalt Multi-Use E	Bicycle Path with Portl	land Concrete Cement Sic	lewalk, Excavatior	ղ, Regrading/	
Embankment, Seeding, Por Lighting Relocations	•				
1. Plans and proposal forms will b	e available in the office of				
http://cbbel.com/bidding-info	o/ or at www.questcdr	n.com			
	' <u>-</u>				

Under Login using QuestCDN #8247548 for a non-refundable charge of \$30.00. A login will be required.

2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

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

Loc	cal Public Agency	County	Section Number	Route(s) (Street/Road	Name)
Vill	lage of Forest Park	Cook		Van Buren Street	
			PROPOSAL		
1.	Proposal of				
			Contractor's Name		
		(	Contractor's Address		
2.	The plans for the proposed wor	k are those prepared by	Christopher B. Burke Engine	eering, Ltd.	
;	and approved by the Departmen	nt of Transportation on _			
3.		idge Construction" and th	by the Department of Transporta e " Supplemental Specifications a		
4.	The undersigned agrees to acc Recurring Special Provisions" of		ct, the applicable Special Provisic l.	ns indicated on the "Check S	heet for
	The undersigned agrees to con is granted in accordance with the		working days or by	12/1/2022 unless	additional time
	the award. When a contract bo	nd is not required, the pro ecute a contract and cont	ntract <u>Will</u> be required to pposal guaranty check will be held tract bond as required, it is hereby	d in lieu thereof. If this propos	al is accepted
	the unit price multiplied by the	quantity, the unit price sh	. If no total price is shown or if the all govern. If a unit price is omitted declared unacceptable if neither a	d, the total price will be divide	ed by the
8.	The undersigned submits here	with the schedule of price	es on BLR 12201 covering the wo	k to be performed under this	contract.
			ract for the sections contained in dividual proposal for the multiple b		
10.	A proposal guaranty in the pro	per amount, as specified	in BLRS Special Provision for Bio	Iding Requirements and Cond	ditions for
	Contract Proposals, will be req a bid bond, if allowed, on Depa		be allowed as a proposal gur a proposal guaranty check, con	naranty. Accompanying this properlying with the specifications	•
	to: Village		Treasurer of Forest Park		
				(	)
		Attach Cashier'	's Check or Certified Check He	е	
		s which would be require	led to cover two or more bid propo d for each individual bid proposal ay be found.		
	The proposal guaranty check	will be found in the bid pr	oposal for: Section Number		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Van Buren Street

### **CONTRACTOR CERTIFICATIONS**

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

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

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

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

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

Printed 05/06/22 Page 4 of 6 BLR 12200 (Rev. 01/21/21)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		Van Buren Street
	S	IGNATURES	
(If an individual)		Signature of Bidder	Date
,		Olgitatare of Blader	Bato
		Business Address	
		City	State Zip Code
(If a partnership)		Firm Name	1
		Signature	Date
		 Title	
		Title	
		Business Address	
		City	State Zip Code
Insert the Names and Address	ses of all Partners		
(If a corporation)		Corporate Name	
		Signature	Date
		<b>—</b>	
		Title	
		Business Address	
		Busiliess Address	
		City	State Zip Code
		Dunnisland	
	Insert Names of Officers	President	

	Secretary	
Attest:		
	Treasurer	
Secretary		

### **RETURN WITH BID**

### SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown

County Cook
Local Public Agency Village of Forest Park
Section
Route Van Buren Street

### Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	170		
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	310		
20100500	TREE REMOVAL, ACRES	ACRE	0.2		
20101200	TREE ROOT PRUNING	EACH	3		
20200100	EARTH EXCAVATION	CU YD	483		
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	123		
20700220	POROUS GRANULAR EMBANKMENT	CU YD	20		
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1980		
25000110	SEEDING, CLASS 1A	ACRE	0.5		
25100630	EROSION CONTROL BLANKET	SQ YD	1980		
25200200	SUPPLEMENTAL WATERING	UNIT	8		
28000510	INLET FILTERS	EACH	10		
31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	140		
31101300	SUBBASE GRANULAR MATERIAL, TYPE B 5"	SQ YD	210		
31101600	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	1910		
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1210		
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	260		
40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	160		
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	150		
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1230		
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	80		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	310		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	280		
44000600	SIDEWALK REMOVAL	SQ FT	1380		
44201333	CLASS C PATCHES, TYPE III, 8 INCH	SQ YD	54		
44201682	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	25		
*56400500	FIRE HYDRANT TO BE REMOVED	EACH	2		
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2		
*56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1		
*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	430		
66400105	CHAIN LINK FENCE, 4'	FOOT	123		
66400305	CHAIN LINK FENCE, 6'	FOOT	1430		
66408200	CHAIN LINK GATES, 6' X 24' DOUBLE	EACH	2		
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	347		
*66901005	ENGINEERED BARRIER	SQ YD	20		
67100100	MOBILIZATION	L SUM	1		
72000100	SIGN PANEL - TYPE 1	SQ FT	3		

### **RETURN WITH BID**

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
72900100	METAL POST - TYPE A	FOOT	1		
80500200	ELECTRICAL CONNECTION TO EXISTING ELECTRIC SERVICE	EACH	1		
81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	140		
81603038	UNIT DUCT, 600V, 2-1/C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	1500		
A2008120	TREE, TILIA CORDATA GREENSPIRE (GREENSPIRE LITTLE LEAF LINDEN), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
A2000220	TREE, ACER X FREEMANII MARMO (MARMO FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
A2006519	TREE, ULMUS TRIUMPH MORTON GLOSSY (HYBRID ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
A2007620	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
*N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$1.00	\$10,000.00
*N/A	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
*N/A	BUILDING REMOVAL	L SUM	1		
*X0324915	RELOCATE LIGHTING UNIT, COMPLETE	EACH	5		
*X0326806	WASHOUT BASIN	L SUM	1		
*X2600012	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	3		
*X8950077	REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER	EACH	1		
*Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	120		
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
*Z0017400	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	3		
*Z0022800	FENCE REMOVAL	FOOT	1430		
*Z0033024	MAINTAIN EXISTING LIGHTING SYSTEM	CAL MO	2		

### **RESOLUTION NO. R-02-21**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK
AND THE COUNTY OF COOK, BY AND THROUGH THE COOK
COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
FOR THE ENGINEERING, CONSTRUCTION AND MAINTENANCE
COSTS FOR A MULTI-USE PATH ALONG VAN BUREN STREET
FROM MADISON STREET TO THE CTA BLUE LINE TRANSIT CENTER

WHEREAS, the Village of Forest Park ("Village") and the County of Cook, by and through the Cook County Department of Transportation and Highways ("County") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 et seq., and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements; and

WHEREAS, the Village and the County are committed to supporting the growth and economic vitality of communities in the County, including the Village, by promoting strategic partnerships and investments in transportation; and

WHEREAS, on September 24, 2020, the County informed the Village that it had been selected for participation in the 2020 Invest in Cook Program; and

WHEREAS, the County has agreed to award the Village up to Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500.00) toward Phase II engineering and construction costs for the Village's Van Buren Street Multi-Use Path Improvement Project (the "Project"), total estimated costs to be Four Hundred Ninety-Five Thousand Dollars (\$495,000.00); and

WHEREAS, the proposed scope of work for the Project includes, but is not limited to, the construction of a ten (10) foot wide asphalt multi-use path along the west side of Van Buren

Street from Madison Street to the existing parking area/path near the Chicago Transit Authority
Blue Line Forest Park Transit Center; and

WHEREAS, the Project's multi-use path will connect the existing Illinois Prairie Path to the proposed Des Plaines River Trail extension; and

WHEREAS, the Village and the County desire to determine and establish their respective responsibilities for Phase III engineering and construction, maintenance, funding and report of 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 to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That certain "Intergovernmental Agreement" by and between the Village and the County for the engineering, construction and maintenance costs of the Project in the Village ("Agreement"), a copy of which is attached hereto as Exhibit "A," is hereby approved.

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

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement in substantially the form attached hereto as Exhibit A with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the

transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 11th day of January, 2021.

AYES:	4	
NAYS:	1	
ABSENT:	0	

APPROVED by me this 11th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office, And published in pamphlet form This 11<sup>th</sup> day of January, 2021.

Vanessa Moritz, Village Cierk

### EXHIBIT "A"

### INTERGOVERNMENTAL AGREEMENT

AN INITIATIVE OF: COOK COUNTY

### INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT"), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF FOREST PARK, a municipal corporation of the State of Illinois (the "GRANTEE" or "VILLAGE"). The COUNTY and GRANTEE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

### RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation; and

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved Connecting Cook County, the COUNTY's first long range transportation plan in 75 years; and

WHEREAS, Connecting Cook County identifies five priorities to shape the COUNTY's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth;
- Increase investments in transportation to maintain the region's economic competitiveness; and

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*; and

WHEREAS, since its creation, the invest in Cook program has leveraged over \$90 million in additional federal, state and local funds; and

WHEREAS, on September 24, 2020, the COUNTY informed the VILLAGE that it had been selected for participation in the 2020 invest in Cook Program; and

INTERGOVERIONENTAL AGREEMENT COUNTY OF CONKIVERER OF FOREST FARK SACLING 20-1 ICSP-83-87 2020 Invest In Cook

WHEREAS, the COUNTY has agreed to award the VILLAGE up to Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500) toward construction and Phase III engineering costs for the VILLAGE's Van Buren Street Multi-Use Path Improvements project (the "PROJECT"); and

WHEREAS, the proposed scope of work for the PROJECT includes, but is not limited to, the construction of a ten (10)-foot wide asphalt multi-use path along the west side of Van Buren Street from Madison Street to the existing parking area/path near the Chicago Transit Authority Blue Line Forest Park Transit Center; and

WHEREAS, the multi-use path will connect the existing Illinois Prairie Path to the proposed Des Plaines River Trail extension; and

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for construction, Phase III engineering, maintenance, funding and reporting of the PROJECT; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the GRANTEE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this agreement;

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIE5 hereto agree as follows:

### I. CONSTRUCTION

- A. Construction Contract. The GRANTEE shall enter into a contract with a contractor to furnish all labor and materials needed to construct the PROJECT. In awarding and administering the contract, the GRANTEE shall comply with all applicable state and federal laws and regulations. To the extent that any of the provisions of this section conflict with any state or federal law or regulation, said law or regulation shall control.
- Bid Documents. The GRANTEE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The GRANTEE shall keep a record of all individuals who request bid documents. The GRANTEE shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection no later than twenty-four (24) hours prior to the original scheduled date and no less than two (2) business days prior to any newly scheduled date.
- C. <u>Bid Notice</u>. The GRANTEE shall publish a bid notice on the GRANTEE's website at least fourteen (14) calendar days before the date for the submission of bids.

- D. <u>Changes to Bids</u>. No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.
- E. <u>Bid Opening</u>. All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the GRANTEE. If it is determined that an error was made in the public reading of the bids, the GRANTEE shall notify all bidders of such error and reconvene the bid opening to correct the record as soon as reasonably possible.
- F. <u>Bid Reissuance</u>. If only one bid has been submitted, the GRANTEE shall determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.
- G. <u>Bid Tabulation</u>. The GRANTEE shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the GRANTEE shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.
- H. County Review. The GRANTEE shall direct the bids, bid tabulation and its recommendation to the COUNTY, with justification supporting such recommendation. The COUNTY shall review the bids, bid tabulation and the GRANTEE's recommendation within seven (7) calendar days of receipt and indicate its approval or disapproval thereof in writing. If the GRANTEE does not receive a response from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval.
- Contract Execution. Upon written concurrence from the COUNTY, the GRANTEE shall negotiate the terms of and execute the contract. The GRANTEE shall forward a copy of the construction contract to the COUNTY no later than fourteen (14) calendar days after execution.
- Pre-Construction Notices. The GRANTEE shall provide no less than fourteen (14)
  calendar days' advance written notice to the COUNTY prior to the pre-construction
  meeting for the PROJECT and no less than seven (7) calendar days' advance written
  notice to the COUNTY prior to the start of construction of the PROJECT.
- K. <u>Insurance</u>. The GRANTEE shall require that the construction contractor name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- L. <u>Right of Inspection</u>. The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the PROJECT. The GRANTEE shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction of the PROJECT. Any dispute(s) concerning the construction of the PROJECT shall be resolved in accordance with Section VII (I) of this AGREEMENT.

INTERGOVERHAMENTAL AGREEMENT County of Cook Affrigo of Forest Park Section: 38-908P-02-91 Section: 38-908P-02-91

- M. <u>Final Inspection Notice</u>. The GRANTEE shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY prior to final inspection of the PROJECT.
- N. <u>County Signage</u>. The GRANTEE shall permit the COUNTY to erect signage at or near the construction site(s), on the GRANTEE's property, indicating the COUNTY's participation on the PROJECT.
- O. <u>Submittals</u>. All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction Attn: Holly Cichy, P.E. Cook County Department of Transportation and Highways 69 W. Washington Street, 24th Floor Chicago, IL 60802

E-mail: holly.cichy@cookcountvil.gov

### II. PHASE III ENGINEERING

- A. Engineering Agreement. The GRANTEE shall enter into an agreement with a professional engineering firm/consultant to perform Phase III engineering services for the PROJECT. Phase III engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and providing material testing reports. The GRANTEE shall forward a copy of the Phase III engineering agreement to the COUNTY within fourteen (14) calendar days of execution.
- B. Consultant Selection. In awarding and administering the Phase III engineering agreement, the GRANTEE shall comply with all applicable state and federal laws and regulations.
- C. County Monitoring. The COUNTY may periodically visit the construction site(s) to confirm that Phase III engineering services are being performed in accordance with the Phase III engineering agreement for the PROJECT. The COUNTY shall detail in writing any-observations, objections and/or-recommendations for review and consideration by the GRANTEE.
- D. <u>Disputes</u>. The PARTIES shall work cooperatively to address and resolve any comments and/or objections raised by the COUNTY regarding Phase III engineering services for the PROJECT. Any dispute(s) concerning the performance of Phase III engineering services shall be resolved in accordance with the Section VII (I) of this AGREEMENT.
- E. <u>Lead Agency</u>. The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- F. <u>County Permits</u>. The COUNTY shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE.

INTERS CIVERINATENTAL AGREEMENT County of Cookly Bugs of Forest Park Section: 20-UCBP-02-07 2020 breast in Cook

Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withhield by the COUNTY.

- G. Grantee Resources and Staff. Upon written concurrence from the COUNTY, the GRANTEE may elect to perform Phase III engineering services for the PROJECT using its own resources and staff. Notwithstanding the foregoing, the provisions of Section V (I) (4) remain in effect and the COUNTY will not reimburse the GRANTEE for any administrative costs expended by the GRANTEE, including staff salaries and wages.
- H. <u>Submittals</u>. All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: holly.cichy@cookcountyll.goy

### III. MAINTENANCE

- A. <u>Definition</u>. As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. <u>Duty to Maintain</u>. Before, during and after completion of construction of the PROJECT, the GRANTEE shall maintain, or cause to be maintained, those portions of the PROJECT under its established jurisdictional authority. This duty to maintain shall survive termination of this AGREEMENT.

### IV. SCHEDULE AND TERMINATION

- A. Notice to Proceed. Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the GRANTEE to commence work on the PROJECT.
- B. Schedule. Construction of the PROJECT must be completed within two (2) years from the Effective Date of this AGREEMENT, as defined in Section VII (J) below.
- C. <u>inactivity</u>. This AGREEMENT and the covenants contained herein shall become null and void in the event that the construction contract for the PROJECT is not awarded within one (1) year subsequent to the Effective Date of this AGREEMENT, as defined in Section VII (J) below.
- D. <u>Suspension or Early Termination</u>. Subject to Section VII (L) below, the GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is falling to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the

provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within sixty (60) calendar days, may:

- suspend or terminate this AGREEMENT in whole or in part by written notice, and/or:
- 2. demand refund of any funds disbursed to the GRANTEE;
- deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
- temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;
- 5. disallow all or part of the cost of the activity or action not in compliance;
- 6. take other remedies legally available; or
- 7. take appropriate legal action.
- E. <u>Termination</u>. This AGREEMENT terminates upon completion of the PROJECT and final reimbursement by the COUNTY, or December 31, 2023, whichever date is earlier.
- F. Extensions. The DEPARTMENT's Superintendent or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

### V. FINANCIAL

- A. <u>Cost Estimate</u>. The total estimated cost of construction and Phase III engineering services for the PROJECT is Four Hundred Ninety-Five Thousand Dollars (\$495,000).
- B. Grantee Cost Participation. The GRANTEE agrees to pay all actual construction and Phase III engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. County Cost Participation. The COUNTY agrees to reimburse the GRANTEE for 50% of actual construction and Phase III engineering costs for the PROJECT (the "COUNTY'S SHARE"), up-to-a-total-maximum-contribution of Two-Hundred Porty-Seven Thousand Five Hundred Dollars (\$247,500) (the "MAXIMUM CONTRIBUTION").
- D. Advance Payment. The COUNTY agrees that upon award of the construction contract for the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make an advance payment to the GRANTEE in the amount of One Hundred Twenty-Three Thousand Seven Hundred Fifty Dollars (\$123,750). This amount represents 50% of the COUNTY'S MAXIMUM CONTRIBUTION under this AGREEMENT.
- E. Second Payment. The COUNTY agrees that upon completion of 70% of the construction contract and receipt of an invoice from the GRANTEE, the COUNTY shall make a second payment to the GRANTEE in the amount of Sixty-One Thousand Eight Hundred Seventy-Five Dollars (\$61,875). This amount and the advance payment to the GRANTEE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.

- F. Final Reimbursement. The COUNTY agrees that upon completion of construction of the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY's shall make a final payment to the GRANTEE for the balance of the COUNTY'S SHARE under this AGREEMENT. The amount of the final payment shall be based upon the actual construction and Phase III engineering costs for the PROJECT and shall reflect the COUNTY's prior payments to the GRANTEE. In the event that the prior payments made to the GRANTEE by the COUNTY exceed the COUNTY'S SHARE under this AGREEMENT, the COUNTY may require the GRANTEE to return any or all excess funds.
- G. <u>Final Reimbursement Documentation</u>. In order to receive final reimbursement from the COUNTY, the GRANTEE must submit the following documentation along with the final invoice:
  - a cover letter addressed to the DEPARTMENT's Bureau Chief of Construction, including the name of the PROJECT and its associated section number;
  - copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
  - 3. copies of all associated invoices submitted to the GRANTEE by the consultant(s) and/or contractor(s) for the service(s) rendered.
- H. <u>Insufficient Documentation</u>. If the documentation submitted by the GRANTEE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- I. <u>Ineligible Expenditures</u>. It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:
  - 1. contrary to the provisions of this AGREEMENT;
  - not directly related to carrying out construction or Phase III engineering services for the PROJECT;
  - 3. not paid by the GRANTEE or its consultant(s) or contractor(s);
  - of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
  - incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section IV (D) of this AGREEMENT; and
  - 6. In excess of the COUNTY'S MAXIMUM CONTRIBUTION under this AGREEMENT.
- J. <u>Supplemental or Substitute Work</u>. Either PARTY may request, after the construction contract is awarded by the GRANTEE, that supplemental or costlier substitute work be added to the contract's scope of work. The GRANTEE will cause said supplemental or substitute work to be added to the contract, provided that said work shall not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.

INTERROPERATIONAL ASSESSMENT County of Cooks Village of Forest Park Sections 20-MCIP-02-ET 2020 Sevent in Cook

- K. Funding Breakdown. A funding breakdown is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT A.
- L. <u>Submittals</u>. All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction Attn: Holly Cichy, P.E. Cook County Department of Transportation and Highways 69 W. Washington Street, 24th Floor Chicago, IL 60602

E-mail: holly.cichy@cookcountyil.gov

### VI. REPORTING

- A. Quarterly Performance Reports. The GRANTEE must submit quarterly performance reports to the COUNTY no later than thirty (30) days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
  - 1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number:
  - 2. an estimated percentage of construction work completed for the PROJECT;
  - a statement indicating whether construction of the PROJECT is on, behind or ahead of schedula;
  - 4. a record of construction activities and expenditures to date and for the current reporting period;
  - 5. a forecast of quarterly construction activities and expenditures for the remainder of the PROJECT; and
  - 6. any significant changes to the PROJECT schedule.
- B. Extensions. The GRANTEE may request to extend the due date of any quarterly performance reports and the COUNTY will reasonably consider any such requests.
- C. <u>Use of Reports</u>. The COUNTY will use quarterly performance reports to compare the rate of the GRANTEE's actual expenditures to the planned amounts in the approved funding breakdown for the PROJECT (EXHIBIT A) and to track construction activities against the approved milestones in the PROJECT schedule, which is incorporated into and a made part of this AGREEMENT and attached hereto as EXHIBIT B.
- D. <u>Final Performance Report</u>. The GRANTEE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the GRANTEE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. Report Format. The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.

OFFERGOVERHMENTAL AGREEMENT County of Cook/v-Bigs of Forest Park Section; 30-8008-02-87 2020 (sees) in Gook

- F. Failure to Report. The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. <u>Submittals</u>. All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse Elam@cookcountvil.gov

### VII. GENERAL CONDITIONS

- A. <u>Authority to Execute</u>. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. <u>Binding Successors</u>. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. Conflicts of Interest. The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. <u>Conflict with Exhibits</u>. In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- F. <u>Counterparts</u>. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

INTERGOVERNMENTAL AGREEMENT County of Cook/Village of Forest Purk Section: 20/4/CRP-02-RY 2020 Invest in Cook

- G. County Section Number. The PROJECT is hereby designated as COUNTY section number 20-IICBP-02-BT. The GRANTEE shall include COUNTY section number 20-IICBP-02-BT on all PROJECT-related submittals, including, but not limited to, emails, correspondence and involces.
- H. <u>Designation of Representatives</u>. Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section VII (J) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.
- J. <u>Effective Date</u>. The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. <u>Entire Agreement</u>. This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. <u>Force Maleure</u>. No PARTY shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- M. <u>Indemnification</u>. The GRANTEE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

INTERGENCERMANNERTAL AGREEMENT COUNTY OF COOKANISMS OF FORM FOR Section: 20 NCSF-02-07 3028 Invest in Cook

- N. <u>Madification</u>. This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the GRANTEE.
- O. No Individual or Personal Liability. The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- P. No Third-Party Beneficiaries. This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- Q. Notices. Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:

Superintendent

Attn: John Yonan, P.E.

Cook County Department of Transportation and Highways

69 W. Washington Street, 24th Floor

Chicago, IL 60602

E-mail: john.vonan@cookcoultyll.gov

To the GRANTEE:

James Amelio

Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road, Suite 600

Rosemont, IL 60018

E-mail: famelio@cbbel.com

- R. <u>Project Location</u>. A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT C.
- S. <u>Recitals</u>. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- T. <u>Records Maintenance</u>. The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures.

Intergovernmental Agreement County of Cool/Velge of Forest Plik Switter 20-800 P-02-87 2020 Invest in Cook

These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

- U. <u>Reviews and Audits</u>. The GRANTEE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. <u>Section Headings</u>. The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- W. <u>Severability</u>. If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- X. <u>Timely Review and Approval</u>. Wherever in this AGREEMENT approval or review by either the COUNTY or GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Y. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.
- Z. Waiver of Default. The failure by the COUNTY or GRANTEE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall de deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.

(signature page to follow)

INTERGOVERNMENTAL AGREEMENT County of Cook/Village of Forest Park Section: 20-RCBP-02-87 2020 Invest in Cook

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**EXECUTED BY VILLAGE OF FOREST PARK:** 

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President

**Cook County Board of Commissioners** 

Rory E. Hoskins

Mayor

This\_

APPROVED BY THE BOARD **COOK COUNTY COMMISSIO** 

Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney

John Yonan, R.E.

Superintendent

**County of Cook** 

Department of Transportation and Highways

INTERGOVERNMENTAL AGREEMENT County of Cool/Village of Forest Park Sestion! 20-ICEP-02-BT 2010 Invest In Cook

### **EXHIBIT A**

### Funding Breakdown

PHASE	TOTAL	GRANTEE	COUNTY
	ESTIMATED COST	SHARE	SHARE
Construction and Phase III Engineering	\$495,000	Balance	50% (up to \$247,500)

I, KAREN A. YARBROUGH, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on February 25, 2021, passed the following Resolution:

### 21-R-RESOLUTION

### Sponsored by

### THE HONORABLE TONI PRECKWINKLE PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Forest Park, said Agreement attached, wherein the Village will be the lead agency for construction and Phase III engineering of Van Buren Street Multi-Use Path Improvements; that the County of Cook will pay for a share of the construction and Phase III engineering costs incurred by the Village and shall reimburse the Village for its share of said costs (estimated total County share \$247,500.00) under County Section: 20-IICBP-02-BT; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Forest Park and implement the terms of the Agreement.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 25<sup>th</sup> day of February A.D. 2021.

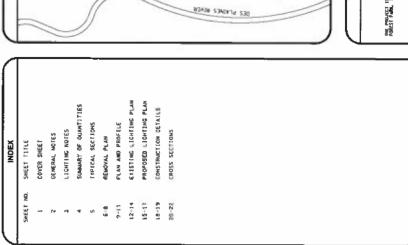
(SEAL)

County Clerk

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

FEB 2 5 2021

# VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT INVEST IN COOK SECTION # 20-IICBP-02-BT **VILLAGE OF FOREST PARK**





TRAPPIE COMINDL DEVICES-DAT LABOR CONSTRUCTION TRAFFIC CONTROL DEVICES-DAY LABOR MAINTENANCE

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517 DES PLAIMES AVENUE FOREST PARK, ILLINDIS 60130

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VILLAGE OF FOREST PARK

517 DES PLAINES AVENUE
FOREST PARK, ILLINOIS 60130

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CHRISTOPHER B. BURKE ENCINEERING, LTD.
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(417) 823-40500

- TRE EXACT LOCATIONS OF ALL UTILITIES SAMIL BE VERIFIED BY THE COMPRACTOR BEFORE THE INSTALLATION OF ANY CALL MALE AT 1800 BYZ-GIZ3 AND DICCER AT 1312) THE 1990 BYZ-GIZ3 AND DICCER AT 1312 BYZ-GIZ3 BYZ-GIZ3
- BÉFORE INSTALLING LICHT STANDARDS NEAR DVERNEAD AND UNDERBROAND ELECTRIC UTILITIES SHALL CALL COM ED FOR LOCATION APPROVAL AND MINIMAIN CLEARANCE RECUIREMENTS.
- 3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WILL AS SUPERVISION DIRECTION AND MEANS/METHODS OF CONSTRUCTION
- ALL MORE SMALL RE IN ACCOMPANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE MEDRE A PART MEREOF:
- A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", AS PREPARED BY 1001.
- 8. "THE KATTOMAL ELECTRICAL CODE".
  - C. MUNICIPAL CODES & STANDARDS.
- NO MATERIALS SHALL BE DELIVERED TO THE JOB SITE LIMTIL ALL PERTIMENT COUIPAENT SUBMITTALS HAVE BEEN FEVIEWED BY THE ENGINEER.
- ALL UNDERGROUND CONDUITS SYMIL BE INSTALLED BY DIRECTIONAL BORNE METHOD. SOME LECKTIONS MAY RECOURT TRACKING MOVING NAME DISCUING, CONTRACTOR SMALL PROVIDE PRICE TO ENGINEER TO BEFORE TRACKING.

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- AAL UNDERGROUND WIRING SHAL BE ALP TYPE-USE, EXTRA ABRASION RESISTANCE, 600 VOLTS, BURIED A MINIMAM 30 INCHES BELOW FINISHED CRADE, FOLLOWING THE ROADWAY OR SIDEWALK EDGE.
- NO POLES SHALL BE ERECTED MATEL THE RESPECTIVE FOUNDATIONS MAVE CLIRED, OF APPLICABLES AND MAVE. BESTEWED BY THE DISDRESH.
  - TO WAINTAIN THE STRUCTURAL INTEGRITY OF LICHT POLES WITH BAST ARMS, THEY SHALL NOT BE ERECTED LETT TO STAND WITHOUT LUMBARINES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF THE TOP OF FOUNDATION ELEVATION WITH THE FINISHED GRADE. ALL POLE HANDHOLES SHALL FACE AWAY FROM TRAFFIC.
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- The Exception Communication and American Communication and Communication Communication
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR TIMELY NOTHFICATION AND ALL COORDINATION MITH COM ED FOR NEW ELECTRIC SERVICE TO THE PROPOSED LIGHTING CONTROLLER.
- THE CONTRACTOR SHALL CAGE, ALL WIRES WITH WIPE AMONES INDICATING THE CIRCUIT ID IN EVERY TOTABLER, POES LEAS, WARD MIGH, AND SHIELD-COMMENTING WARRING WINGERS SHALL BE WRITE HILLOW WITH DIFFORM, RECOMMENT PSITIONS WITH MINIMAN NY, YY, WITHTABLE MISS.
- THE LIGHT POLE LOCATIONS SHALL COMPLY WITH THE MINIMUM CLEAR WIDTH FOR AN ADDESSIBLE ROUTE FOR SECREMENTS AMERICAN WITH DISABILITIES ACT LADAR REQUIREMENTS.
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- THE CONTRACTOR SHALL USE A STANDARD FOUNDATION BRENEVER POSSIBLE, BREN UTILITY CONFLICT PROMUBITS USE OF STANDARD FOUNDATION THE CONTRACTOR MAY USE AN OFFSET FOUNDATION AT THE DIRECTION OF THE ENGINEES

### LIGHTING BILL OF MATERIALS

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ELECTRICAL COMMECTION TO EXISTING ELECTRIC SERVICE	EACH	-
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UNIT DUCT, 600V, 2-10 NO.6, 1/C NO.6 GROUND, KLP-TYPE USD. 1 L/2" DIA. POLYETHYLENE	FOOT	1500
* RELOCATE LIGHTING UNIT, COMPLETE	EACH	1/7
. REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER	5	-
* MADITAIN EXISTING LIGHTING SYSTEM	CAL MO	2
* CAF CAFCIAL PROVICION		

### SPECIAL PROVISIONS

### RELOCATE LIGHTING UNIT, COMPLETE (SPECIAL)

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## REMOVE AND RELOCATE LIGHTING CONTROLLER

DESCRIPTION: THIS MORE SHALL CONSIST OF THE RELOCATION OF AN EXISTING LIGHTING CONTROLLER AT THE DENIES OF THE LIGHTING SYSTEM WELL PROPERTY IN E. VAN WORNEN CHITAMAGE. TO THE ALL CONTROLLER PROPERTY.

- THIS SMORT MACLICIES ALL MATERIAL, LABOR, AND COMPACENT FOR PRESCRIPTION CONTROLLED WAS CONTROLLED WITH THE CONTROLLED WAS CONTROLLED WAS CONTROLLED WAS CONTROLLED WAS CONTROLLED WAS CONTROLLED WAS CONTROL MACHINE ON WERE FOUND WITHOU OF METERS TITTING WAS CONTROL OF WAS CONTROL WAS CONTROL WAS CONTROL FOR THE WAS CONTROLLED FOR THE WAS CONTROL EN STATE (BOUNDING (TROUND RODS, GHOUTO STRIPE), AND SERVICE CREATING (BOUNDING CREATING CONTINUE, AND SERVICE CREATING (BOUNDING CREATING SERVICE SERVICE DISCONSECTION AND RECONSECTION OF EXISTENCE ENTERING SERVICE SERVICE
- ARTERIALS, ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE CONTRACT PLAN DRAWINGS AND SECTIONS 1066, 1069, 1069, AND 1080 OF THE STANDARD SPECIFICATIONS.

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MEGSUBERIENT AND BASIS OF PAYMENT. THIS WORK SMALL BE PAID FOR AT THE CONTRACT UNIT PRICE LISTS THE PRESENCE AND RECOLD FEATURE CONTROLLER WITCH SMALL BE PAYMENT IN FULL FOR ALL WORK THIS DESIGN OF AS DIRECTED BY THE SMARTS.

## REMOVE AND RELOCATE LIGHTING CONTROLLER

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MEASUREMENT AND BASIS OF PARMENT: THIS WORK SULL BE PAID FOR AT THE CONTRACT UNIT PRICE LAW MEASURE, CONTRACT UNIT PRICE LAW MEASURE OF THE OWNER. LAY FORMAL WAS DECISED NOTIFICED BY THE OWNER.

### CAUTION NDTICE TO CONTRACTOR

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THE VILLAGE OF FOREST PARK WILL DIN AND MAINTAIN THE PROPOSED LIGHTING SYSTEM.

CHRISTOPHER B. BURKE ENGINERING, LTD.
8 2975 W. Hogan Road Suite 600
Posement Eners 5018
(841) 823-9500

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

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PRISE NO. ODZI 66099	DATE: 1/8/2022	SHEET 3 OF 22	DUPREDIC NO.	NOT2
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## SUMMARY OF QUANTITIES

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21101615	21101415 TOPSOLL FLIFNISH AND PLACE 4"	SQ YD	1960	П	72000100 SIGN PAN	8
25000110	25000110 SEEDING, CLASS 1A	ACRE	0.5	П	72900100 METAL PO	- 5
25100630	25/30A39 EROSIONI CONTROL BLANNET	SQ YD	1960	П	BOSODZOD ELECTROC	- 61
25200200	SKODOOD (SUPPLEMENTAL WATERING)	TWI	90	П	81028210 UNDERGE	- 3
28000510	partoes to palet Pauless	EVGH	10	I	81603036 UNIT DUC	12
31101180	31101100 SLBBASE GRANLLAR MATERIAL, TYPE B 2"	QA OS	140		A2008120 TPEE, TL	9
31101300	31101300 SLIBBASE GRANULAR MATERIAL, TYPE B S"	gy 98	210		A2000220 TREE, AC	9
31101600	STICHNO SLICBURGE GRANALAR MATERIAL, TYPE B 6"	SO YD	1910	П	A2006519 TREE, UL	
40800290	GETLANNOUS MATERALS (TACK COAT)	POUND	1210	П	A2007120 TREE, OU	- 5
40802978	HOTHAIN ASPHALT BRUDER COURSE, L.G.S. NAD	NO.	200		A2007620 TREE, TA	
40604080	HOTAIIKASPHALTSIPFAZE COURSE, MIX'TY, 1.46 S, NKC	νQL	160	•	N/A	(TEMS OR
42300200	PORTLAND CEMENT CONCRETE DRIVENINY PAVENENT 6 BROH	SO VD	150	·	MA	TRAFFIC
42400200	POPILAND CEMBAT CONCRETE SCIEWALK 8 INCH	SOFT	1230	-	NA BURDING	100
42400300	ASYCODO PICKTILAND CEMENT CONCRETE SIDEWALK 6 BICH	SOFT	90	1.	2012/4915 RELOCAT	100
44000250	AKOKODO DPINEWAY PAVEMBITI REMOVAL	\$0 VD	310	ŀ	VOCESSOS WASHOU	1
44000500	AAOOOSOO (OOMBBUA NON OUTER PREMOVAL	FDOT	280	,	X2600012 REMOVE	18
44000820	HOODIO BINEWLY REMOVAL	SO FT	1380		X8060677 REMÖVĞ.	- 8
44201333	44001333 CAASS C PATCHES, TYPE II, 8 INCH	64 P.D	3	·	ZDOD4610 HOT-MICA	- I
44201662	ALZHREZ (CLASS D.PATCHES, TYPE II, 3 NCH	60 YD	39		ZD013796 CONSTRU	0
36400500	SOKODOO FRE HTDRANT TO BE REMOVED	EACH	2		20017400 DRAMAGE	믬
56400820	* BRADDICO FREE HYDRANT WITH AUDILARY VALVE AND VALVE BOX	EACH	e'a	.]•	Z0022900 FENCE RE	- E
Addonation	* AASONEY PYSACETY SEED OVE DOWNER WAS AN ARREST			ŀ		-13

	Bitter Widow All Mark at the Art Shorter or a co	- ALLEN	400
- 60603800 COAR	COMBINATION CONCRETE CARB AND GUITER, TYPE DAS 12	ğ	
66400105 CHAR	GAMONIOS ICHANILLIME FENCE, «"	FOGT	22
66400305 CHAI	BOADISSO CHAMILIAN FENCE, &	F001	250
66406250 CHAI	69406200 CHAM LIM CATES, & X2r DOUBLE	EACH	7
HOM DOZDOGO	NOHSPECIAL WASTE DISPOSAL	CU YD	347
- 66001006 ENG	ENGPRIND ENGPRENED BARRIER	\$Q.Y0	30
67100100 MOB4	NOBLIZATION	L SUM	-
72000100 SIGN	72000100 (SIGN PANEL - TYPE 1	8	0
72900100 IMETA	73800100 METAL POST: TYPE A	TOOL	-
SOSOCZOD ELEC	SOSOCIO ELECTRICAL COMPECTION TO EXISTING ELECTRIC SERVICE	EACH	-
9000 01282018	BROSES IN UNDERGROUAND CONDUIT, GALVANIEED STEEL, 2 1/2" DIA.	FOOT	140
81603036 UNIT	BHBBBBB LANT DUCT, 600Y 2-LICHD B, TICHD B GROUND, DUP-TIPPE USEL, 1 UZ DA, POLYETHYLENE	FOOT	1300
A2008120 TPEE	A2008/20 TREE, TLA CORDATA GREENSPIRE (GREENSPIRE LITTE LEAF LINGEN, 2-12" CALPER, BALLED AND BURLAPPED	EVOH	-
A2000220 TREE	A200020 TREE, ACER X FREEMANE MARKIN MANING FREEMAN MARKE), 3-12" CALPER, BALLED MID BURLAPPED	EACH	6
A2006519 TREE	A2006S 19 TREE, ULAUS, TRUMPH MORTON GLOSSY (WIRBID ELM), 2-V2" CALIPER, BALLED AND BURLAPPED	EACH	0
A2007120 TREE	A2007/20 TREE, CLIEPCUS RUBBA (PED OWK), 2-1/7 CAUPER, BALLED AND BURLAPPED	EVGH	93
A2007620 TREE	AZODRZO TREE, TAUCOLIA DISTICALIA (CORINCH BALD CYPRESS), 2-1/7 CALIPER, BALLED AND BURLAPPED	EACH	n
NA (TEMS	TEMS ORDERED BY ENCHRER	DOLLAR	10000
- NIA TRAFI	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	F
- NA BURD	BULCING REMOVAL	L SLAM	-
* XOSSAB15 RELO	PELOCATE LIBRITING LAFT, COMPLETE.	EACH	l/3
YOUZEGOS WASHOUT BASH	WOUT BASH	MUS 1	-
Y X2600012 PREMI	ZORODOT PEMOVE AND HELICCATE BRIVI PAVEL AND POLE ASSEMBLY	EACH	60
* X8060077 FREMC	REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER	EVO	-
- ZD004510 HOT4	ZIODASTO HOTATIOLASIPHALT DIPAEVAY PAVEMENT, 3"	SO YD	128
- 20013786 CONS	Zotate constituction LAYOUT	LSUM	-
T 20017400 DRAIN	CODITACO DRAMAGE AND UTILITY STRUCTURES TO BE ADJUSTED	E C	63
* ZD0Z2800 FENCE REMCVAL	E PENCIVA.	FOOT	1430
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CHRISTOPHER B. BURKE ENGINEERING, 47D.

C 9975 W. Higgins Road, Sults 500

E Rosemont, limots 50018

(A47) 525-9500

VILLAGE OF FOREST PARK

SI DES PLAINES AVENUE
FOREST PARK, ILLINGIS 60130

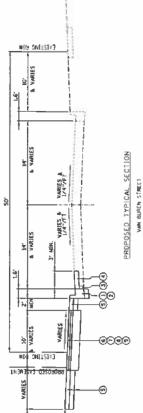
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HOT-MEX ASPHALT MEXTURE REGULACINES		
MIXTINE TYPE	AIR VOIOS ONdes	diam.
MOT MIX ASPINLT BINDER COUNSE, IL-9.5, NSO; 2.5" (40602978)	42 e 50 CVR.	
HOT-WIX ASPINALT SUBFACE COURSE, MIX "D", IL-9.5, NSO; I 1/2" (10804060)	4% 4 50, GYR.	LR1030-2
HOT-MIX ASPMALT DRIVEWAY PAYEMENT, 3"	47; a 50 GYR.	LA1030-2
CLASS D PATCHES, TYPE II, 3 INCH	4% & TO CYR.	LR1030-2
DAP DESIGNATION OC/OA PER LOCAL ROADS SPECIFICATION LRIBSO-2	TON LR1030-2	

HOT-MIX ASPIMILT MIXTURE REDUIREMENTS		
MIXTURE TYPE	AIR VOIOS ONDES	900
HOT ALX ASPIVALT BINDER COURSE, IL-9.5, NSO, 2.5" (40602978)	42 8 50 CVR.	
HOT-MIX ASPMALT SUPFACE COURSE, MIX "D", IL-9.5, NSO, I 1/2" (NG604060)	4X 4 50, CYR.	LR1030-2
HOT-MIX ASPMALT DRIVENAY PAYEMENT, 3"	4% a 50 GYR.	LA1030-2
CLASS D PATCHES, TYPE II, 3 INCH	4X & TO CYR.	LR1030-2
DAP DESIGNATION OC/OA PER LOCAL ROADS SPECIFICATION LANGSG-2	TON LR1030+2	

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ALX ASPARL I MIXTURE REGULATION OF		
	AIR VOIOS ONdes	-70
BINDER COURSE, IL-9.5, 178)	42 @ 50 CVR,	
SURFACE COURSE, MIX "D"; ?" (40604050)	42 4 50, CYR.	LR1030-2
DRIVERAY PAYEMENT, 3"	47; e 50 GYR.	LA1030-2
, TYPE II, 3 INCH	4% a TO CYR.	LR1030-2
OCYDA PER LOCAL ROADS SPECIFICAL	SPECIFICATION LR1030-2	

GOGOJIBDO - COMBINATION CONCRETE CURB AND CUTTOR, TYPE 8-6.12

P.C.C. BASE COURSE GINCLIDED IN THE COST OF REMOVE AND REPLACE CURB AND CLITTERS

44201833 - CLASS C PATCHES, TYPE III, B INCH 44201682 - CLASS D PATCHES, TYPE II, 3 INCH

(ii)

BIJDISO - SUBBASE CRAMILAR MATERIAL, TYPE 8, 5"

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20200100 - EARTH EXCAYATION 20201200 - REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

EXISTING PAVEMENT REMOVAL (INCLUDED IN THE COST OF CLASS D PAVEMENT PATCHES, TYPE LIVIL, 4 INCH

44000500 - COMBINATION CURB AND GUTTER REMOVA.
(AS GIRECTED BY THE ENGINEER IN THE FIELD) EXISTING PAVEMENT REMOVAL (INCLADED IN THE COST OF REMOVE AND REPLACE CURB AND CUTTER)

(L) (9) (3) Θ

44000500 - SIDEWALK REMOVAL (AS DIRECTED BY THE EMCINEER IN THE FIELD)

EXISTING PAYEMENT - TYPE VARIES CONCRETE AND HMA

L'ENS TO BE REMOVED

EXISTING COMBINATION CONCRETE CURB AND OUTIER

EXISTING PORTLAND CEMENT CONCRETE SIDEWALK

EXISTING SOIL AND CROUND COVER

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VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT TYPICAL SECTIONS

ANY PAYEMENT REMOVAL REQUIRED FOR CONSTRUCTION OF COMBINATION COMPOSES CLABS
AND CUTTES SHALL BE FYDANCED WITH PACE. CLASS 219 MAY SHALL BE YIBANIED IN
CLEE, COST FOR PAYEMENT REMOVAL AND P.C.L. CLASS SID SHALL BE UNCLOSED IN
UNIT PRICE FOR COMBINATION COMPOSETS CURB, TYPE B-4.12 REGUESOD.

EXCAVATION FROM STATION 100+00 TO 108+65 MUST BE RE-USED ON-SITE

42300200 - PORTLAND CEMENT COMCRETE DRIVEWAY PAVEMENT, 6 DACH 31101300 - SUBBASE CRAMILAR MATERIAL, TYPE B. S."

42400200 - PORTLAND CEMENT CONDRETE SIDEMALS 5 INCH, 3130130 - SUBBASE GRANLAR MATERIAL, TYPE 8, 2" LAT PATH TERMINI 42400200 - PORTLAND CEMENT CONCRETE SIDEMALK 6 INCH. 31101300 - SJEBBASE GRANLIAR MATERIAL, TYPE 8, 5" IAT DRIVEMAYSI

31101600 - SUBBASE GRANDLAR MATERIAL, TYPE B. 8"

40600290 - BETUNINOUS MATERIALS (TACK COAT)

250001100 – SEEDING, CLASS 1A THE FIELD IN THE EXPLIENCE OF THE EXPLIENCE OF THE FIELD SANGES OF THE FIELD SANGES OF THE FIELD TAS DIRECTION OF THE FIELD TA

40604060 + HOT-MIX ASPHALT SURFACE COURSE, MIX "O", (L-9.5, NSO -- 1.5"

40602918 - HOT-MIX ASPHALT BINDER COURSE. IL-9.5, NSO - 2.5"

1 **(P)** 

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20201200 - REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER IN THE FIRLD)

20700220 - POROUS CRAMILAR EMBANNENT AS DIRECTED BY THE ENGINEER IN THE FIGUR

20004510 - NOT-MIX ASPHALT ORIVEWAY PAVEMENT, 37 31101600 - SUBBASE GRANLLAR MATERIAL, TYPE B, 8"

CHRISTOPHER B. BURKE ENGMERRING. LTD.
9975 W. Hagara Read. Suhe 600
Rosemont, annos 60018
(847) 62-0000

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3. The "WE THEN FOR POLYMETIZD MAIN MIKES SHALL BE "YESYSER PO 76-22" AND FOR NOV-POLYMETIZD HAN ME "ME THE" SHALL BE "YE 64-22" UNLESS MODIFIED BY RECLARDED MAINED MAINED WITH STATEMENT MEDITALISMS.

1. THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT SUMFACE MIXTURE OUAHTITIES IS 112 LBS/SY/IN.

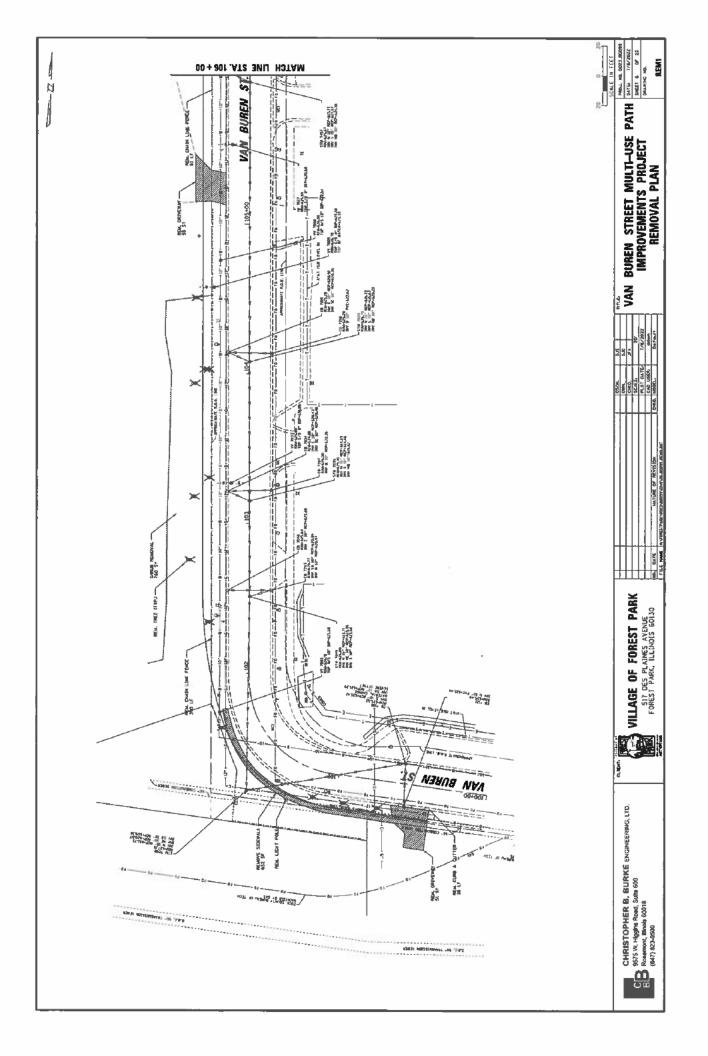
2. FOR USE OF RECYCLED MATERIAL SEE SPECIAL PROVISIONS

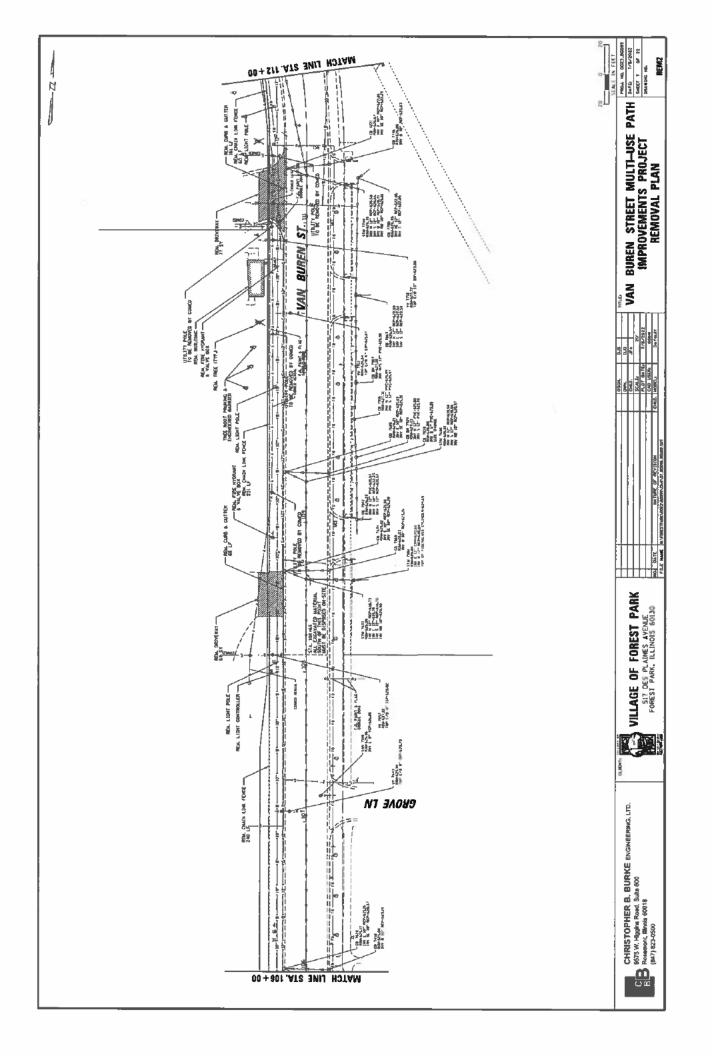
VILLAGE OF FOREST PARK 517 DES PLAINES AVENUE FOREST PARK, ILLINDIS 60130

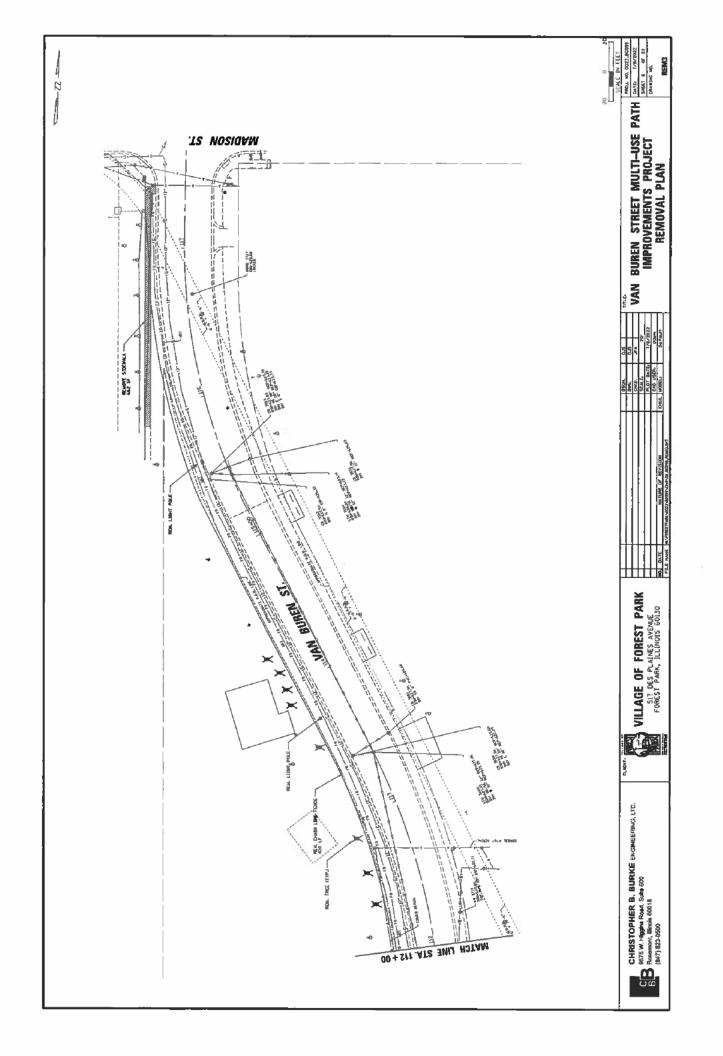
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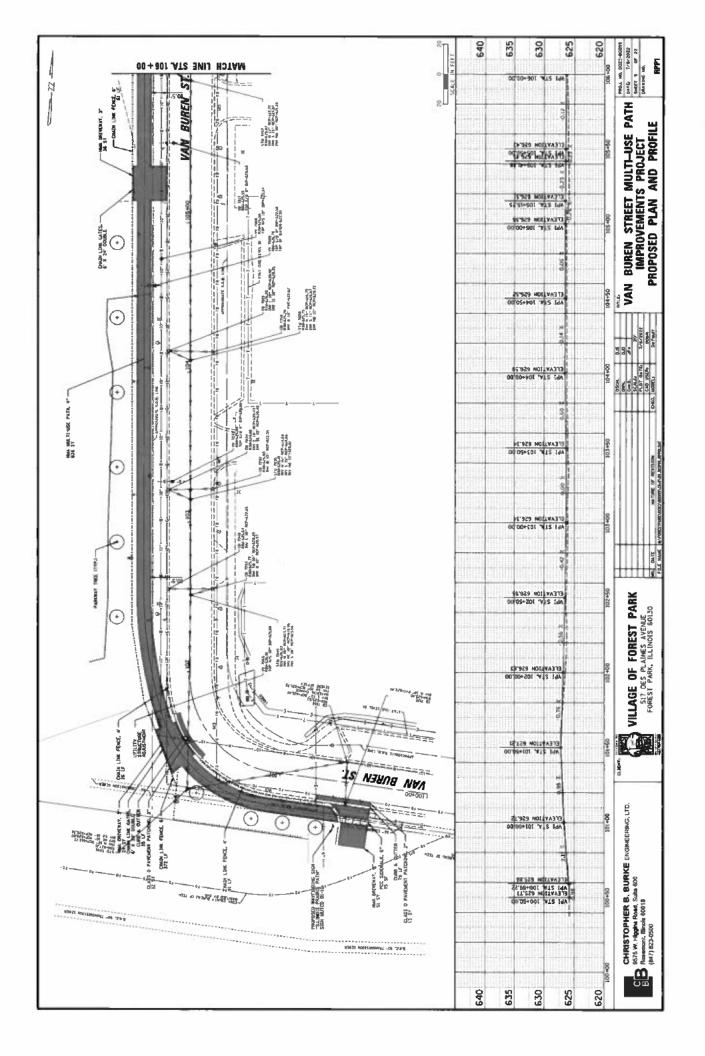
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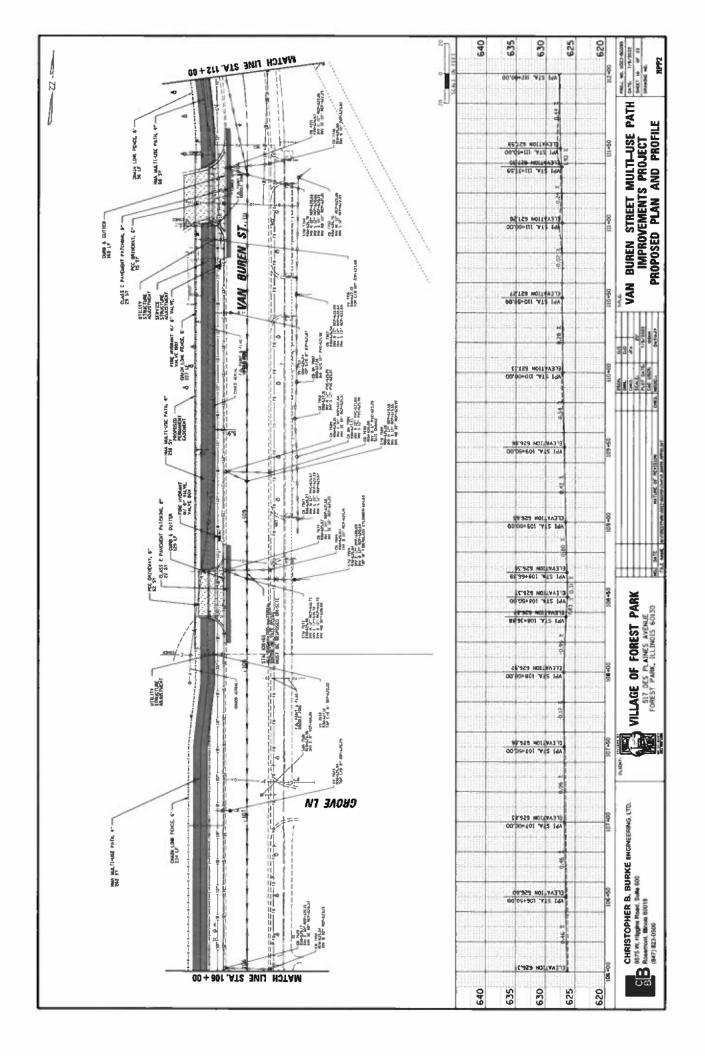
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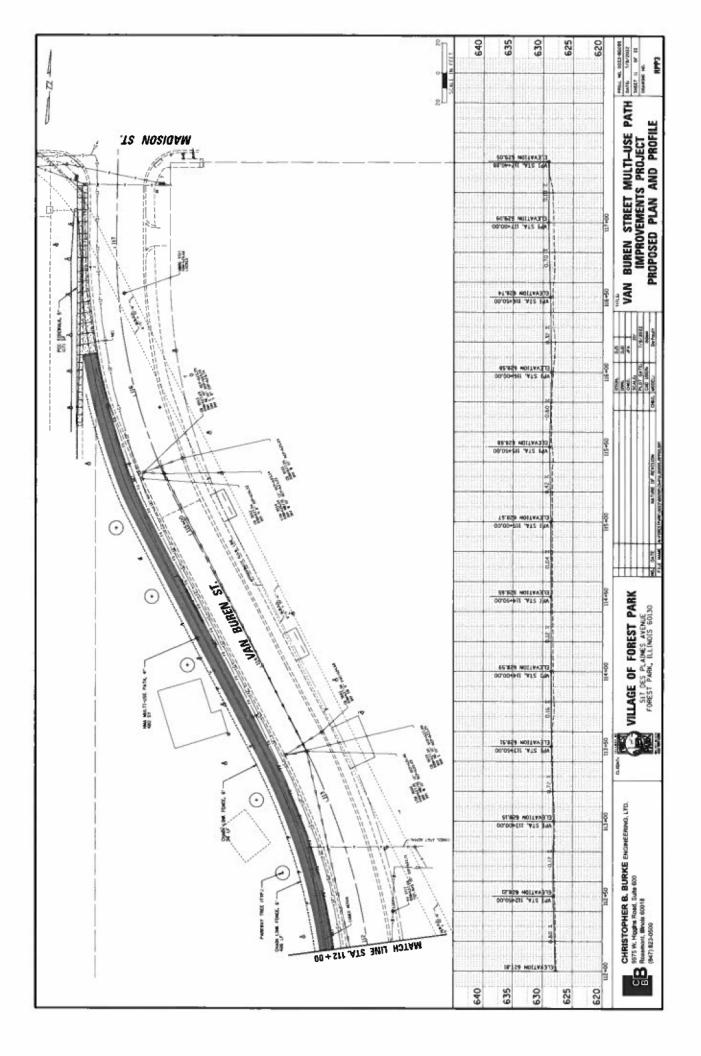


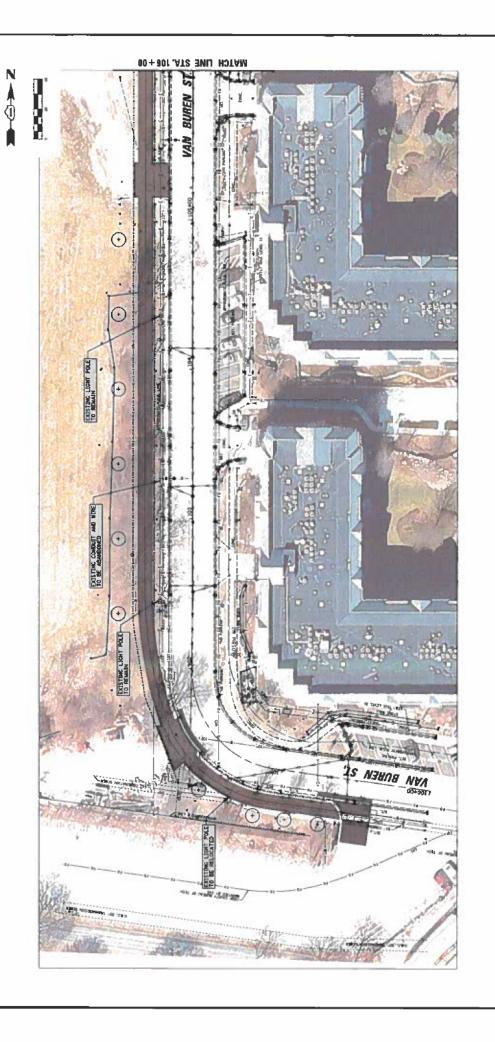












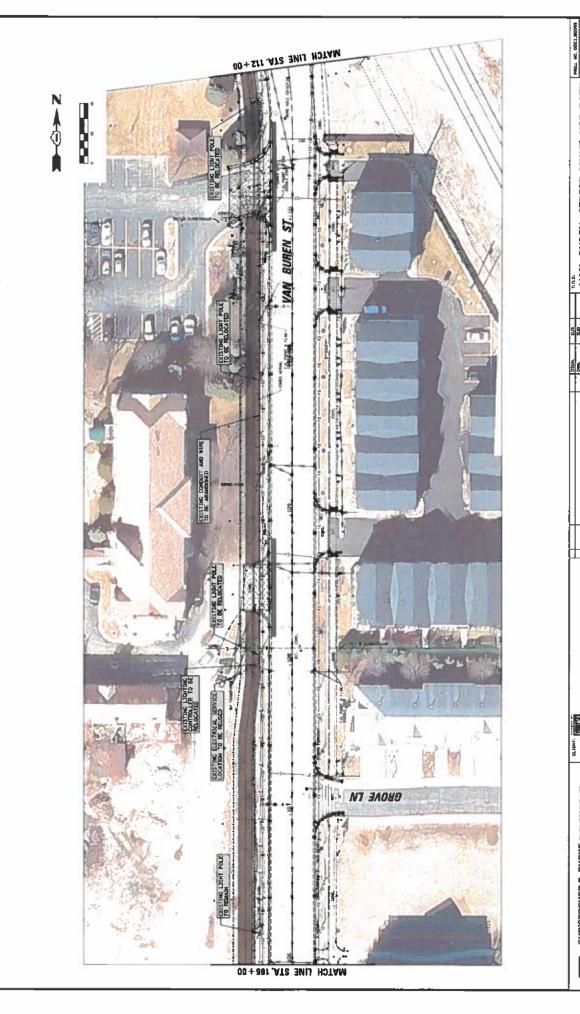
VILLAGE OF FOREST PARK
517 DES PLAINES AVENUE
FOREST PARK, ILLINOIS 60130

VAN BUREN STREET MULTI-USE PATH
IMPROVEMENTS PROJECT
EXISTING LIGHTING PLAN (1 OF 3)

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CHRISTOPHER B. BURKE ENGINEERING. LTD. 9575 W. Higgira Road, Suite 600 Roamont, Bross 60018 (947) 823-9500





VAN BUREN STREET MULTI-USE PATH CONTROL OF THE CONT DYGA, DWN, CHID, SCR.E, MOT DA CAO USE

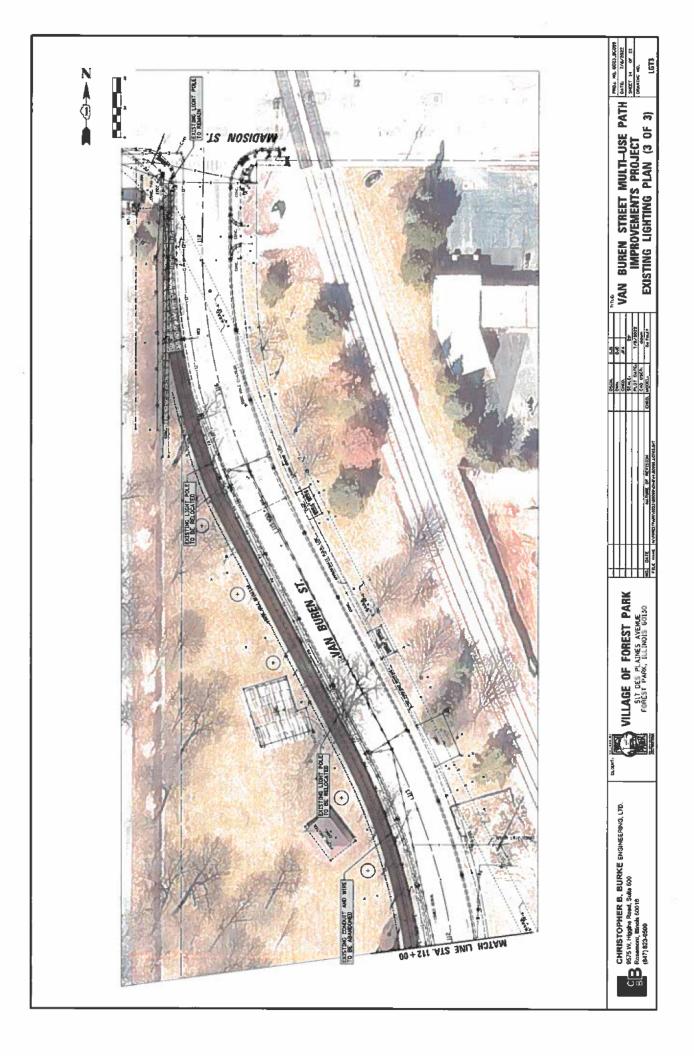
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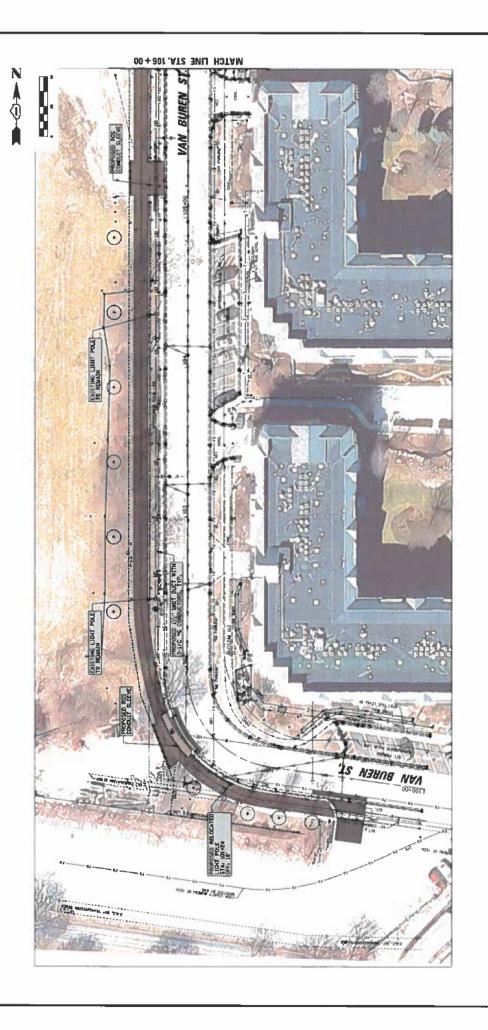




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VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT PROPOSED LIGHTING PLAN (1 OF 3)

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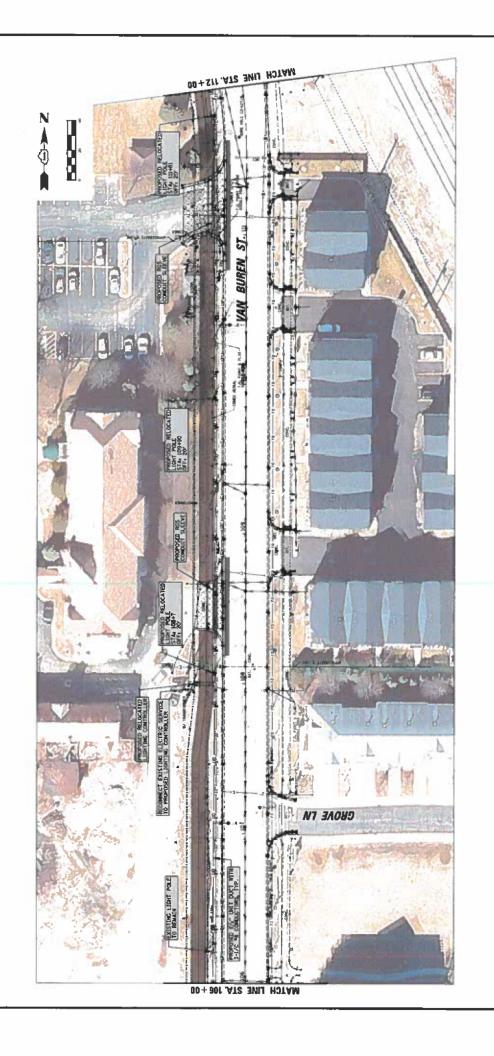
VILLAGE OF FOREST PARK
SIT DES PLAINES AVENUE
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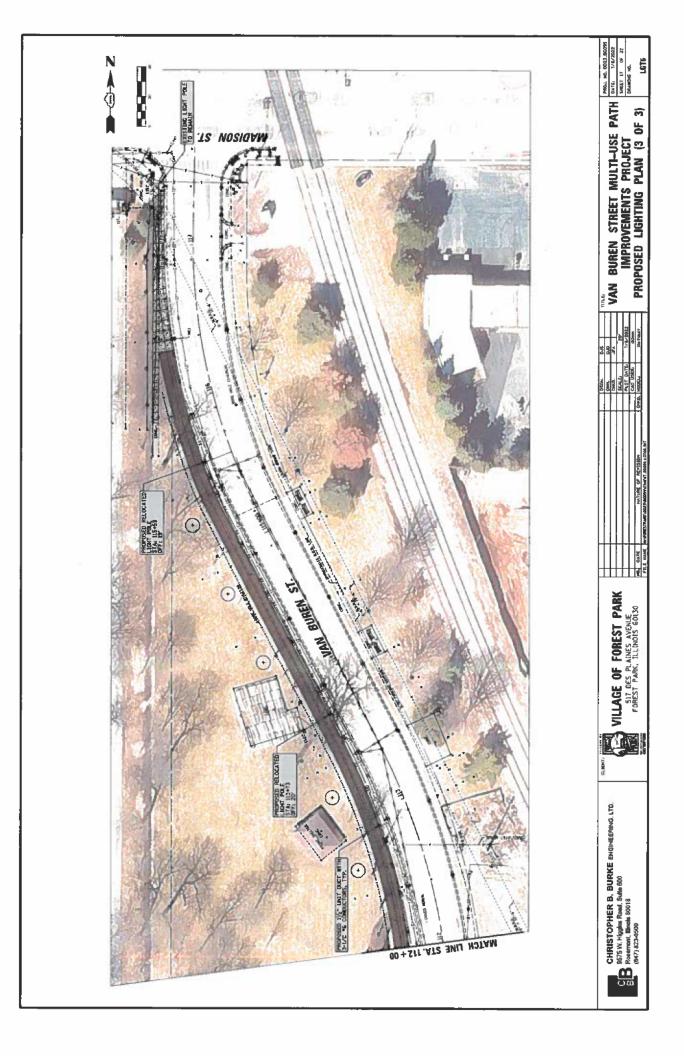
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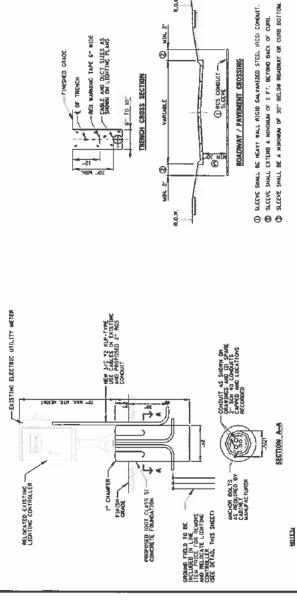




CHRISTOPHER B. BURKE ENGINEERING. LTD. 9575 W Higgin Road, Safe 500
1 Research, lineat 5018
(str) 323-0500

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LOCATION OF LICATING CONTROLLER SHALL BE FIELD APPROVED BY THE DOWNER PRIOR TO INSTALLATION, EDUCATE PAD LOCATION SHALL PROVIDE VISION TO ROADBAY WERN WORKING DASIDE, CABINET.

- 2. WHERE NO SIDEWARE EXISTS, A 24" X 30" X 5" CONCRETE WORK PAD SHALL BE PROVIDED IN FRONT OF THE CABINET.
- AL TIEMS SHOWN ABOVE UNCLUDING FOLKOATION, ELECTRIC METER, AND GROUDED FIELD STALL BE BUCLUDED IN THE PRICE BID FOR "RELOVE AND RELOCKEE STATING LIGHTING CHATROLLES".

# LIGHTING CONTROLLER FOUNDATION



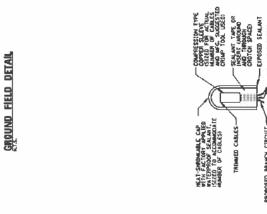
1. BACKFILL MATERIAL SHALL BE FREE OF BRICK, ROCK, OR ANY MATERIAL THAT COULD DAMAGE THE COMPUT.

ROADWAY / PAVEMENT CROSSING

O RGS COMBUIT TO SUEEVE

TIN 35.

ELECTRIC CONDUIT INSTALLATION



MD4, 2'

VARIABLE

TRENCH CROSS SECTION

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-- RED WARNING TAPE 6" WIDE SHOWN ON LIGHTING PLANS

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FINISHED CRADE

OF TRENCH

- 12"-12"-12" DED ONED POLYMEN CONDETE ACESS WILL WITH CONTO, THE ON I SHALLED IN CONTO, THE OF I SHALLED IN APPROVED EDIAL.

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1. SPLICING FOR POLE SPACE SHALL BE MADE AT TOP OF POLE OUF TO LIGHTPOLES BEING LOCATED IN FLOXOPLAIN.

"IO ANG ELECTRIC CABLE(S) TO LUMINATRE

PROPOSED BRANCH CTRCUIT CABLES

SPLICING ELECTRIC CABLE

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
655 W. Hoger Road, Safe 600
B Reserved, Brote 6018
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LAGE OF FOREST PARK SIT DES PLAINES AVENUE FOREST PARK, ILLINDIS 60130		_		ed. DATE	
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Path Prairie ON Illinois

# SIGN D1-1C

MOTE. EXCAVATION FROM STATION 100-00 TO 108-65 MUST BE RE-USED ON-SITE

VILLAGE OF FOREST PARK

SI7 DES PLAINES AVENUE
FOREST PARK, ILLINDIS 60130

CHRISTOPHER B. BURKE ENGINEERING, LTD. 6 9575 W. Hoghas Road, Suits 600 B. Roadmont, Minote 60018 (Art) 923-0500

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CONSTRUCTION DETAILS

POWER OF THE CONSTRUCTION DETAILS

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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: Name of Liquor License Establishment: Class of Forest Park Liquor License Name of Applicant(s): Business Address: Telephone Number(s): E-mail Address(es): Square Footage of Licensed Premises: (() 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.

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

### 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.

#### 7555 Jackson Blvd Forest Park IL

fppl.org 708-366-7171

Monday, July 11

For the consideration of the Village Council of Forest Park:

The Forest Park Public Library requests the use of Village properties for events listed below. These events will be open to the residents of Forest Park and patrons of the Forest Park Public Library. The Village of Forest Park has been listed as an "additional insured location on our liability insurance certificate. A copy of the certificate will be sent when the dates are approved.

The Grove Kids Concert Saturday, October 1 from 2-4 pm

Thank you for your consideration,

Pilar Shaker

Library Director



## APPLICATION FOR USE OF PUBLIC WAY IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

(Date)
INFORMATION:
Name of Entity Forest Park Public Librar-
Street Address: 7555 Jackson Blvd Phone: (708) 366-7171
City, State, Zip Code: Forest Paric L 60130
Name of Owner: Phone: ( )
Person to Contact: Pilar Sha Ker Phone: (108) 689-6112
Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):
use of the Grove for public kiels concert
Schedule (Give dates and times, including set up and tear down):
Proposed location (Include sketch of layout with measurements): The Grove
General description of use as well as any special requests: Kids concert and tables
with activities

Use of the Public Way Application Page 2
Anticipated needs of Village personnel, equipment and/or property:
Anticipated needs of Village personnel, equipment and/or property: 6 pen bathrooms
INSURANCE:
No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000.000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.
Such certificate shall include the following language: "The Village of Forest Park, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of (entity name) while present in the Village of Forest Park."
The Applicant shall also attach proof that the appropriate workers compensation and employer's liability insurance have been provided for the employees of the requesting entity.
Certificate attached
(initials)
INDEMNITY AGREEMENT:
The Applicant shall sign a Non-Exclusive Permit and Indemnity Agreement with the Village of Forest Park holding the Village harmless of any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.
SURETY BOND REQUIRED
In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date.
MISCELLANEOUS:
Specify any other circumstances, conditions, or anticipated needs not covered in this application:

The entity or representative shall sign this application and upon favorable consideration of this application, the Village shall issue a permit for the requested activity subject to the aforesaid conditions and any others as may be reasonably required.

#### **CASH DEPOSIT:**

In lieu of the Surety Bond requirement, the applicant, prior to the issuance of any permit hereunder shall deposit with the village a cash deposit in the sum of ten thousand dollars (\$10,000.00) to ensure that no damage will be done to the adjoining streets, sewers, trees or adjoining properties and that all residual debris, trash and materials will be removed following the use. Such deposit shall be returned to the applicant upon the certification by the Director of Public Works or Public Health and Safety that all conditions of the permit have been complied with and that no damages occurred as a result of the use of the public way by the applicant.

#### FEES AND REMUNERATION:

The fee for processing and issuing the permit for the use of the public way shall be fifty dollars (\$50.00). In addition, the cost for the use of police, public safety, public works or other village personnel, the use of village equipment and public property shall be as outlined in section 7-2 of the municipal code.

I have read, understand and agree to abide by the terms and conditions of Title7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.

8/1/1/	
Signature	
Pilar Shaker	
Print Name	
Director	
Title	Date
APPROVED:	
Village Clerk	Date

#### Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive P	ermit and Inde	emnity Ag	greement is	ma	de and enter	ed into	on this	_
day of July 11	, 20 2.	, by an	d between	the	Village of	Forest	Park, Illinoi	s, an
Illinois municipal								
Forest Park Libra								

Village hereby grants Applicant and its invitees, employees, volunteers, representatives and agents (collectively, the "Users"), a temporary, non-exclusive permit to enter on the Village Property for the limited purpose of utilizing the Village Property for said Purpose, subject to the following terms and conditions:

- (1) TERM. The term of this Permit shall be \_\_\_\_\_\_ day(s), beginning October \, 20 \( \) at \_\_\_\_ a.m./p.m. and ending \_\_\_\_\_, 20 \( \) a.m./p.m. (the "Permit Term").
- (2) RESTRICTION ON USE. Applicant and Users shall solely use the Village Property for the limited purpose of said Purpose. The Applicant shall not alter the Village Property in any fashion without the written consent of the Village. The Applicant's use of the Village Property shall not be exclusive and shall not interfere with the Village's use of or access to the Village Property.

Applicant shall not carry on, upon the Village Property, or any part thereof, or permit to be carried on, any trade, business or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Applicant shall not use, or permit to be used, said Village Property, or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the Village of Forest Park) or purpose whatsoever. Applicant and Users shall comply with the requirements of the Village of Forest Park Police and Fire Departments in conducting said Purpose and shall confer with said departments to ensure safety and compliance with all Village Ordinances.

(3) CONDITION; MAINTENANCE; REPAIR. Applicant accepts the Village Property in its current condition and Village makes no representations concerning the condition of the Village Property. Village has no duty or obligation to maintain or repair the Village Property during the Permit Term. Further, Village shall not be liable to Applicant or Users for any damage or injury to any of them or their property occasioned by the failure of the Village to keep the Village Property maintained and in repair. Except as approved by the Village, Applicant and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited to the Village Property any articles of permanent or semi-permanent character.

- (4) ASSUMPTION OF RISK. Applicant and Users shall use the Village Property at their own risk and Village shall not be liable for any damage to person or property resulting, directly or indirectly, from Applicant's and Users' use of the Village Property.
- (5) INSURANCE AND INDEMNIFICATION. Applicant shall indemnify and save harmless Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Applicant or the Users of the Village Property for said Purpose or work, or any invitees thereof, under this Permit, or any acts or omissions of Applicant or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Village Property or the rights herein granted, or the performance or non-performance of Applicant's obligations hereunder.

Applicant hereby covenants and agrees that Indemnitees shall not be liable for any damages arising from personal injury or damage to property which may be sustained in any way in, on or about the premises where the said Use or Work is occurring. Applicant will assume full responsibility for any such injuries or damages and hereby fully and forever releases and discharges the Indemnitees from any and all claims, demands, damages, rights or actions or causes of action present or future whether the same be known, anticipated or unanticipated resulting from or arising out of the Use, Purpose or Work on the Village Property.

While conducting said Purpose or Work, Applicant and Users will adhere to the rules and regulations conveyed to Applicant by the Village. In the event that the actions of Applicant and/or Users results in injuries to person or property and a claim is made against the Village, its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns, Applicant will hold harmless, defend and indemnify the Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns against any claim, demand, damage, right of action present or future, whether the same be known, anticipated or unanticipated, resulting from the Users.

No later than one (1) days prior to the Users conducting said Purpose or work, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000.000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured, as outlined in the Application for Use of Public Way. Such insurance shall be maintained during the Permit Term.

(6) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Applicant shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Village Property, or any part thereof.

- (7) ZONING. Nothing contained herein shall be construed as the Village's approval or granting of any zoning or permit requirements, application or petition.
- (8) REVOCATION. This Permit and any rights granted herein may be revoked by the Village at any time
- (9) ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### VILLAGE

Village	of Forest Park, an Illinois municipal corporation
Ву:	Rory E. Hoskins, Mayor
Attest:	Vanessa Moritz, Village Clerk
APPL	ICANT
Name:	Pilar Shaker
Ву <u>:</u>	Gbrany Director



Bishop Ketteler Council #1628

2022 JUL 18 PM Jack Kowal, ID Drive Chairman
40 E. Burlington St, Riverside, IL 60546

VILLAGE OF FORE Shttps://www.stpaulviparish.org/

July 15, 2022

Council Members Village of Forest Park, IL Forest Park, IL

The Knights of Columbus Bishop Ketteler Council #1628, operates as an organization that supports the needs of St. Paul VI Parish, as well as the general surrounding community. At the request of Fr. Tom May, Pastor of St. Paul VI, in the winter of 2012 a group of our parish men reactivated our council, which was originally chartered on April 12, 1912. Our charge is simply to help those in need.

The annual Knights of Columbus Intellectual Disability Drive (Tootsie Roll Drive) has been a key fundraising initiative for over 40 years. Now, as Council 1628 again becomes actively involved in this endeavor we are searching for potential fundraising locations that are currently not being staffed by other K of C Councils, so as not to encroach on them.

We request permission to solicit at the following locations on Friday 9/16/2022 and Saturday 9/17/2022:

•	Roosevelt on Desplaines	southbound lane
•	Roosevelt on Desplaines	northbound lane
•	Desplaines on Roosevelt	westbound lane
•	Desplaines on Roosevelt	eastbound lane
•	Jackson on Circle	southbound lane
•	Jackson on Circle	northbound lane
•	Circle on Jackson	eastbound lane
•	Circle on Jackson	westbound lane

All funds collected during this drive, minus out of pocket expenses such as cost of the Tootsie Rolls, are earmarked for St. Paul's SPRED group, Misericordia, Seguins, WSSRA, and other similar groups that have a mission to help community members who have intellectual disabilities. Should you or any council members have any questions please do not hesitate to contact me at members.

Kind regards,

Joshua Kowal

Intellectual Disability Drive Chairman

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

July 11, 2022

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

Dear Mayor Hoskins & Commissioners:

On behalf of the Board of Directors of the Forest Park Chamber of Commerce, I am requesting permission to hang street banners to advertise the 10<sup>th</sup> annual Forest Park Casket Races to be held on Saturday, October 22.

This family-friendly event is held on Beloit Avenue between Madison & Adams (the race course) and in the municipal parking lot behind Grand Appliance (team staging). The event incudes:

- Parade of caskets and kids costume parade
- 3-5 pop-up tents on Beloit for local businesses to provide coffee, hot chocolate, sweet treats & breakfast sandwiches
- Casket Races (actual races start at 11)
- A DJ who provides our sound system for race communication and announcements, and to play Halloween-themed music to add to the ambiance of the event (music would start after 9)
- Trick or Treat on Madison following the races (12:30 to 2:30)

Event set up begins about 7:30 am and the event usually runs until about 12:30 pm. As always, the Chamber will set up a meeting with police, fire, public works and Village administration to review details, and we would deliver notices to all the homes along the racecourse (many of which have house parties on race day).

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

P.S. We invite the police department, fire department, public works & village staff to form a team and join the races again!

Cc/Moses Amedei, Village Administrator

Kami Kohen

Sincerely,

Laurie Kokenes

Executive Director – Forest Park Chamber of Commerce



2022 JUL -8 AH 11: 52

VILLAGE OF FOREST PARK

PO Box 1159 Oak Park, IL 60304

office: 708-386-3305 24-hour crisis line: 708-386-4225

sarahsinn.org

July 7, 2022

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

Dear Mayor Hoskins,

On behalf of Sarah's Inn's staff and Board of Directors, I would like to request permission to have banners hung up at Madison & Circle and Madison & Des Plaines from October 1-15, 2022 to help raise awareness for Domestic Violence Action Month.

The banners will be ready by September 24. If approved, please let us know when would be a good time to drop off the banners.

Thank you for your consideration and ongoing support of Sarah's Inn. If you have any questions, please don't hesitate to reach out.

Gratefully yours,

Carol Gall, MA, ICDVP Executive Director (708) 556-2130

Coral M. Gall

carolg@sarahsinn.org



#### 2022 JUL 12 PH 2: 56

T: 708 714 0883

VILLAGE: OFFEDREST RAFHET@GMAIL.COM

F: @FORESTPARKTHEATRE

12 July 2022 Village of Forest Park 517 Des Plaines Avenue Forest Park, II 60130

The Forest Park Theatre would like to request a banner promoting our upcoming performance be hung at Madison and Circle August 1 – 15, 2022. This year's play, *Innogen*, is free to the public and will take place in the back of Altenheim beginning at 5:00pm on August 5, 6, 7, 12, 13 & 14.

Please contact me with any questions for further information,

Sincerely

Shelley Wright Managing Director Forest Park Theatre www.fptheatre.org