

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

Regular Village Council Meeting Agenda

Monday, February 13, 2023 – 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 87372150778; Passcode 973986 or by clicking here:

<https://us02web.zoom.us/j/87372150778?pwd=WDQwZ2JuUWNqSlo1WUExZDZMSjEvdz09>

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

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

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
 - a. January 23, 2023 Village Council Meeting
 - b. January 23, 2023 Special Village Council Meeting
 - c. January 23, 2023 Closed Session Meeting
4. **PUBLIC COMMENT**
5. **COMMUNICATIONS**
6. **DEPARTMENT REPORTS**
7. **BILLS BY RESOLUTION**
 - a. Resolution Approving Payment of Bills Dated February 13, 2023
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
 - a. Annual NPDES Phase II MS4 Presentation by Village's Consulting Engineers (CBBEL)
 - b. Presentation by Village's Consulting Engineers (CBBEL) Regarding Village's 2023 Infrastructure Plan
 - c. Ordinance Amending Section 2-7 of Chapter 7 of Title 2 of the Municipal Code of the Village of Forest Park (Board of Health)
 - d. Ordinance Amending Sections 9-4C-2 of Title 9 regarding Text Amendment PZC 2022-03
 - e. Resolution Approving Vigilant Solutions Proposal for Police Department LPR Cameras
 - f. Resolution Approving the Village of Forest Park 50/50 Sidewalk Replacement Program
 - g. Resolution Approving Agreement with Illinois Secretary of State's Office
 - h. Resolution Approving a Local Public Agency Joint Funding Agreement for IDOT State Let Construction Work and an Engineering Services Agreement with CBBEL Regarding Certain Improvements to the Van Buren Street Parking Lot and Harrison Street
 - i. Resolution in Support of an Application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for the Harlem Avenue Multimodal Bridge Project
 - j. Policy Direction by Village Council Regarding Sending Letter Regarding Local Match Commitment for the Harlem Avenue Multimodal Bridge Project
 - k. Resolution Approving the Purchase of Extraction Equipment by Fire Department
 - l. Resolution Approving the Paramedic Billing Contract
 - m. Motion to approve Mayor's appointment of the following individuals:

- i. Meghan Hunt; Recreation Board; Term to Expire: April 30, 2026
 - ii. Bridget Lane; Safety and Traffic Commission; Term to Expire: April 30, 2024
 - n. Approval: Housing Forward Use of Public Property Request – 2/17/2023 Fundraiser
 - o. Approval: Ratification of Mayor’s Execution of Senior trips
 - p. Approval: Ratification of Issuance of Raffle License Application – 209 United
10. ADMINISTRATOR’S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT
- a. Adjourn into Closed Session pursuant to 5 ILCS 120/2(c) (2) Collective Bargaining Matters

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JANUARY 23, 2023**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:25 p.m.

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call. It was noted that Commissioner Nero was attending remotely, in compliance with section 1-4-4-H, of the village code of the Village of Forest Park.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the minutes from the January 9, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Ms. Kristen Lyons, 2022/2023 President of the Kiwanis Club of Forest Park spoke in support of the Proclamation being adopted tonight, celebrating the 100th Anniversary of the Kiwanis Club. Ms. Lyons gave background on the history of Kiwanis and the Forest Park club. Last, Ms. Lyons thanked the Village Council for supporting the club.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Police Department submitted its November/December 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 \$891,051.53.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-03-23
RESOLUTION FOR THE
PAYMENT OF BILLS IN THE
AMOUNT OF \$891,051.53
APPROVED**

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Clerk Moritz read the Mayor's proclamation celebrating the 100th anniversary of the Kiwanis Club of Forest Park aloud.

**PROCLAMATION KIWANIS
CLUB 100TH ANNIVERSARY**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Ordinance abating the tax heretofore levied for the year 2022 to pay the principal of and interest on the village's \$6,745,000 General Obligation Refunding Bonds (alternate revenue source), Series 2012, of the Village of Forest Park, Cook County, Illinois be adopted.

**O-03-23
ORDINANCE ABATING THE
TAX FOR 2022 ON SERIES
2012 GENERAL
OBLIGATION BONDS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Ordinance authorizing the sale or disposition of surplus property (electronic equipment) of the Village of Forest Park be adopted.

**O-04-23
ORDINANCE AUTHORIZING
THE SALE OF SURPLUS
PROPERTY
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Resolution approving Pay Request #1 (Final) for the Village of Forest Park Fire Department Roof Replacement Project from CSR Roofing Co. be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-04-23
RESOLUTION APPROVING
PAY REQUEST #1 FOR
FIRE DEPARTMENT ROOF
TO CSR ROOFING CO.
APPROVED**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution approving and ratifying the execution of a Postage Equipment Maintenance Agreement with Pitney Bowes, Inc. be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-05-23
RESOLUTION APPROVING
PITNEY BOWES
MAINTENANCE
AGREEMENT
APPROVED**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution rescinding Resolution R-103-22 and authorizing approval of a Financial Advisor Letter Agreement by and between the Village of Forest Park and Ice Miller be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-06-23
RESOLUTION APPROVING
FINANCIAL ADVISOR
LETTER AGREEMENT
WITH ICE MILLER
APPROVED**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution in support of Tax Increment Finance be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-07-23
RESOLUTION IN SUPPORT
OF TAX INCREMENT
FINANCING
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Maxham to approve the request from the Forest Park Public Library to use the Picnic Grove on Saturday, May 20, 2023, from 2-4 pm for a kids' outdoor science program.

**LIBRARY REQUEST TO
USE PICNIC GROVE
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 approve the request from the Forest Park Public Library to display banners promoting their Black History Month program series of events.

**LIBRARY REQUEST TO
DISPLAY BLACK HISTORY
MONTH SERIES BANNERS
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the request from the Forest Park Chamber of Commerce and Development to display banners promoting their St. Patrick's Day Parade on March 4, 2023, and their Spring Wine Walk on April 22, 2023.

**CHAMBER REQUEST TO
DISPLAY ST. PATRICK'S
PARADE AND SPRING
WINE WALK BANNERS
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the request from O'Sullivan's Public House to erect a tent for the St. Patrick's Parade day, Saturday, March 4, 2023.

**O'SULLIVAN'S PUBLIC
HOUSE REQUEST TO
ERECT TENT FOR ST.
PATRICK'S PARADE DAY
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei reported that the Annual NPDES Phase II MS4 presentation that was on this meeting's agenda will be presented at the next meeting on February 13th. Administrator Amide also reported that he expects to have the 2023 Infrastructure plan ready for the February 13th meeting as well.

COMMISSIONER'S REPORTS:

Commissioner Maxham reported that the first Mental Health Fair is tentatively scheduled for May 6th. It will include local vendors for mental health and social services, and will be presented in partnership with Proviso Township Mental Health Commission.

Commissioner Nero reported on activities of the Safety and Traffic Commission, chaired by Jordan Kuehn. The following issues are being addressed:

- Madison Street Crosswalks – Yield to Pedestrian signs. There were issues with the batteries. All have been replaced and are in service with the exception of Beloit. The Beloit sign needs repairs and they are in the works.
- Madison and Elgin Crosswalk – Issue with eastbound traffic left turn traffic. Vehicles driving through the crosswalk in the westbound lanes trying to reach the turn lane for Harlem. Breakaway crosswalk signs will be installed in the crosswalk at Elgin to prevent wrong lane traffic. The signs are on order and will be installed as soon as they are received.
- Marengo Avenue behind Madison Commons – Blind spot. Signage and a mirror are recommended to be installed.
- Lathrop and Brown – Repaint yellow curbs. Complete

Commissioner Voogd commented about the ARPA discussion earlier today and expressed that she is encouraged about the upcoming projects. The commissioner communicated that Public Works has been playing catch up and is spending a lot of their resources on picking up trash along Madison Street. Business owners are encouraged to help keep the area in front of their business picked up as it is a condition of their business license. Last, the commissioner announced that a member of the Recreation Board has stepped down and there is another open spot on this board, adding that it will be increasingly difficult to convene a forum with fewer members.

Mayor Hoskins encouraged the elected officials to respond to the invitation to attend the West Central Municipal Conference Legislative Breakfast on February 4th. Mayors Adduci of River Forest, Scaman of Oak Park and Thompson of Broadview were honored in Washington DC for their efforts in forming The Cross-Community Climate Collaborative (C4) and were awarded a \$150,000 grant to assist in the group's efforts. The mayor offered his congratulations to all involved. Mayor Hoskins offered his appreciation to Chief Gross for the Police Department's efforts in running the Citizen's Police Academy. Last, Mayor Hoskins met with Cook County Sheriff, Tom Dart, to discuss mental health resources and addressing mental health issues in the public. Sheriff Dart introduced collaborating with communities and law enforcement to introduce tools the sheriff's office is using to reduce recidivism, which may help local law enforcement when dealing with repeat calls for the same citizens.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:59 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JANUARY 23, 2023**

Mayor Hoskins called the meeting to order at 5:34 p.m.

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call. It was noted that Commissioner Nero was attending remotely, in compliance with section 1-4-4-H, of the village code of the Village of Forest Park. Also in attendance were Grant Consultant, Todd Kupsak, Village Clerk, Vanessa Moritz, and Village Administrator, Moses Amidei.

Mayor Hoskins stated that the format of the meeting will be an informal workshop and regular rules of order are suspended. The purpose of the meeting was to discuss proposed expenditures from American Rescue Plan Award (ARPA) funds, totaling \$1,863,000.

Administrator Amidei detailed that we have more flexibility on the types of acceptable expenditures because Forest Park's ARPA allocation is under \$10 million. Mr. Kupsak suggested that the village may be eligible for additional ARPA funds once we complete spending the initial allocation. The next ARPA report is due in April, 2023 and will be completed by Mr. Kupsak's firm. Mr. Amidei further noted that, as requested, alternate sources of revenue are being used for many of the previously proposed expenses. These are detailed on the draft budget (attached). Further, some of the items have already been completed and others are already ordered, due to the urgency of the work.

The Chamber of Commerce is slated to receive \$40,000 a year for three years, to be used for marketing assistance. The village will request a comprehensive marketing plan as well as documentation twice yearly and an annual overview of the activities and results as a condition of the funding. In addition, there was discussion about the chamber being responsible for the administration of possible business incentive grants. The village would retain all final approvals and distribution of funding. Administrator Amidei was asked to forward information from other municipal grant programs for businesses.

Mental Health Assistance is \$10,000 a year for three years and is intended to provide better resources and social services to residents. Commissioner Maxham added that she is working with staff to hold a mental health fair on May 6th and suggested that the village look into reinstating the village's Health Board.

Public Comment

Mr. Mark Boroughf asked what the split is for the Chamber or what would the Chamber get paid for administering the business grant program.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved to adjourn into closed session pursuant to 5 ILCS 120/2(c)(2) to consider collective bargaining matters. Commissioner Byrnes seconded the motion. The motion carried unanimously. Mayor Hoskins declared the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

RESOLUTION No.

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois,
that we dispense with the reading of the individual bills inasmuch as each department head has approved
and signed bills in the following aggregate amount for their respective departments.

| | | |
|--------------------------------------|-----------|-------------------|
| Refunds and Allocations | \$ | 251.00 |
| Public Affairs | \$ | 79,019.51 |
| Police Department | \$ | 1,265.63 |
| Community Center | \$ | 42.35 |
| Accounts & Finance (Clerks Office) | \$ | 171,520.39 |
| Accounts & Finance (Fire Department) | \$ | 41,915.71 |
| Department of Health & Safety | \$ | 9,082.16 |
| Street Department | \$ | 103,490.01 |
| Public Property | \$ | 54,681.98 |
| Seizure | \$ | 218.82 |
| Federal Custom | \$ | 12,771.86 |
| Fleet Replacement | \$ | 320.06 |
| TIF | \$ | 2,449.74 |
| VIP | \$ | 9,599.51 |
| Water Department | \$ | 23,198.08 |
| TOTAL | \$ | 509,826.81 |

ADOPTED BY THE Council of the Village of Forest Park this 13th Day of February, 2023.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-----------------------------|-------------------------|--------|
| 100-00-000-4220-300 | Total Parking Solutions Inc | 1/13/2023 | 251.00 |
| | | Refunds and Allocations | 251.00 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------------|----------------|-------------|
| 100-10-101-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 3,444.40 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 190.00 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 214.70 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 3,114.10 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 499.70 |
| 100-10-101-6120-160 | Verizon Wireless | 1/22/2023 | (7.14) |
| 100-10-101-6120-305 | Illinois State Police | 12/1/2022 | 15.00 |
| 100-10-101-6120-305 | Illinois State Police | 12/12/2022 | 15.00 |
| 100-10-101-6150-152 | Verizon Wireless | 1/22/2023 | 300.64 |
| 100-10-101-6150-152 | Verizon Wireless | 1/22/2023 | 59.98 |
| 100-10-101-6150-152 | Verizon Wireless | 1/22/2023 | 84.38 |
| 100-10-101-6150-202 | Advocate Occupational Health | 1/9/2023 | 578.00 |
| 100-10-101-6150-202 | Checkpoint Press Inc | 1/19/2023 | 348.00 |
| 100-10-101-6150-202 | Stanard & Associates Inc | 1/30/2023 | 1,150.00 |
| 100-10-101-6150-300 | West Suburban Cons Dispatch Center | 1/1/2023 | 87,995.00 |
| 100-10-101-6150-300 | West Suburban Cons Dispatch Center | 1/1/2023 | (20,351.00) |
| 100-10-101-7000-150 | Telcom Innovations Group LLC | 1/10/2023 | 618.75 |
| 100-11-111-6100-115 | Ice Miller LLP | 1/25/2023 | 750.00 |
| | | Public Affairs | 79,019.51 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--|--------------|----------|
| 100-12-121-6150-121 | IPELRA | 1/17/2023 | 400.00 |
| 100-12-124-6145-211 | Sirchie Acquisition Company LLC. | 1/26/2023 | 139.53 |
| 100-12-124-6150-114 | Thomson Reuters-West | 1/1/2023 | 446.12 |
| 100-12-124-6150-114 | Mid States Organized Crime Info Center | 1/24/2023 | 200.00 |
| 100-12-130-6145-100 | Work N Gear LLC | 1/9/2023 | 79.98 |
| | Police Department | | 1,265.63 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-------------------|--------------|--------|
| 100-15-151-6140-200 | SCHAUERS HARDWARE | 12/31/2022 | 32.35 |
| 100-15-154-6170-114 | BLUE CAB CO. | 12/14/2022 | 10.00 |
| | Community Center | | 42.35 |



| Account Number | Vendor | Invoice Date | Amount |
|--------------------------------------|---|--------------|------------|
| 100-21-211-5005-002 | Blue Cross-Blue Shield of Ill | 1/17/2023 | 141,176.91 |
| 100-21-211-5005-002 | Guardian | 1/20/2023 | 7,869.64 |
| 100-21-211-6110-110 | Xerox Financial Services | 1/10/2023 | 141.63 |
| 100-21-211-6110-110 | Xerox Financial Services | 1/10/2023 | 98.39 |
| 100-21-211-6140-104 | Office 8 | 1/19/2023 | 293.94 |
| 100-21-211-6140-104 | Quill | 12/28/2022 | 145.24 |
| 100-21-211-6140-104 | Quill | 1/4/2023 | 128.40 |
| 100-21-211-6140-104 | Quill | 1/5/2023 | 35.18 |
| 100-21-211-6140-104 | Quill | 1/5/2023 | 17.99 |
| 100-21-211-6140-104 | Quill | 1/11/2023 | 341.19 |
| 100-21-211-6140-104 | Quill | 1/18/2023 | 86.87 |
| 100-21-211-6140-110 | SOLV Business Solution-Safeguard 233439 | 1/20/2023 | 208.25 |
| 100-21-211-6140-140 | Quill | 12/28/2022 | 148.90 |
| 100-21-211-6140-140 | Quill | 1/18/2023 | 138.55 |
| 100-21-211-6150-116 | Growing Community Media NFP | 7/27/2022 | 50.00 |
| 100-21-211-6150-116 | Growing Community Media NFP | 8/10/2022 | 50.00 |
| 100-21-211-6150-116 | Growing Community Media NFP | 1/5/2023 | 50.00 |
| 100-21-211-6150-122 | IPELRA | 1/13/2023 | 400.00 |
| 100-21-211-6150-122 | Springbrook Holding Company LLC | 1/11/2023 | 94.50 |
| 100-21-211-6150-150 | AT&T | 1/25/2023 | 112.76 |
| 100-21-211-6150-150 | AT&T | 1/25/2023 | 56.38 |
| 100-21-211-6150-150 | AT&T | 1/25/2023 | 51.18 |
| 100-21-211-6150-150 | AT&T LONG DISTANCE | 1/4/2023 | 13.78 |
| 100-21-211-6160-001 | Alliant Insurance Services Inc. | 1/10/2023 | 100.00 |
| 100-21-211-6190-003 | POLICE PENSION FUND | 1/19/2023 | 8,952.00 |
| 100-21-211-6190-004 | Firefighters Pension Fund | 1/19/2023 | 8,952.00 |
| 100-21-211-7000-080 | Xerox Financial Services | 1/10/2023 | 122.50 |
| 100-21-211-7000-080 | Xerox Financial Services | 1/10/2023 | 1,684.21 |
| Accounts and Finance (Clerks Office) | | | 171,520.39 |



| Account Number | Vendor | Invoice Date | Amount |
|--|------------------------------------|--------------|-----------|
| 100-30-301-6120-305 | Kyle Piotrowski | 1/23/2023 | 55.00 |
| 100-30-301-6140-200 | SCHAUERS HARDWARE | 12/31/2022 | 60.35 |
| 100-30-301-6140-200 | State Chemical Industrial Products | 2/1/2023 | 199.12 |
| 100-30-301-6150-114 | Illinois Fire Chiefs Assoc | 12/16/2022 | 450.00 |
| 100-30-301-7000-040 | SCHAUERS HARDWARE | 12/31/2022 | 19.79 |
| 100-30-302-6110-150 | Verizon Wireless | 1/22/2023 | 158.07 |
| 100-30-302-6145-100 | Air One Equipment Inc | 1/23/2023 | 2,411.00 |
| 100-30-302-6150-122 | Christopher Joseph Soda | 12/2/2022 | 850.00 |
| 100-30-303-6100-160 | Metro Paramedic Services Inc | 1/15/2023 | 37,738.00 |
| 100-30-303-6100-160 | Metro Paramedic Services Inc | 1/15/2023 | (489.28) |
| 100-30-303-6145-300 | Linde Gas North America LLC | 1/5/2023 | 113.81 |
| 100-30-303-6145-300 | Linde Gas North America LLC | 1/11/2023 | 349.85 |
| Accounts and Finance (Fire Department) | | | 41,915.71 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-------------------------------|--------------|----------|
| 100-40-401-5000-017 | AMS Electric Inc | 1/20/2023 | 900.00 |
| 100-40-401-5000-017 | B&F Construction Code Service | 1/13/2023 | 320.00 |
| 100-40-401-5000-017 | Raymond Traynor | 1/23/2023 | 450.00 |
| 100-40-402-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 1,311.00 |
| 100-40-402-6100-115 | Muse Community + Design | 1/31/2023 | 5,575.00 |
| 100-40-402-6150-240 | Book Reporting Service | 1/30/2023 | 501.00 |
| 100-40-410-6140-202 | SCHAUERS HARDWARE | 12/31/2022 | 25.16 |
| | Department of Health & Safety | | 9,082.16 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------|--------------|------------|
| 100-50-502-6140-202 | SCHAUERS HARDWARE | 12/31/2022 | 73.62 |
| 100-50-502-6185-106 | Cargill Salt Road Safety | 1/12/2023 | 2,920.33 |
| 100-50-502-6185-106 | RUSSO POWER EQUIPMENT | 1/26/2023 | 797.50 |
| 100-50-502-6185-110 | SCHAUERS HARDWARE | 12/31/2022 | 8.09 |
| 100-50-502-6185-110 | Traffic Control & Protection | 1/24/2023 | 796.30 |
| 100-50-502-6185-112 | Republic Services #551 | 1/15/2023 | 983.20 |
| 100-50-502-6185-501 | Republic Services #551 | 1/15/2023 | 44,198.03 |
| 100-50-502-6185-502 | Republic Services #551 | 1/15/2023 | 31,222.71 |
| 100-50-502-6185-503 | Republic Services #551 | 1/15/2023 | 6,084.97 |
| 100-50-502-6185-505 | West Cook County Solid Waste | 12/31/2022 | 16,405.26 |
| | Streets Department | | 103,490.01 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|--------------|----------|
| 100-55-552-6180-101 | SCHAUERS HARDWARE | 12/31/2022 | 128.94 |
| 100-55-552-6180-101 | HOME DEPOT CREDIT | 12/21/2022 | 6.52 |
| 100-55-552-6180-101 | HOME DEPOT CREDIT | 1/3/2023 | 73.32 |
| 100-55-552-6180-101 | HOME DEPOT CREDIT | 1/6/2023 | 16.81 |
| 100-55-552-6180-101 | Dan Michaels | 2/1/2023 | 32.40 |
| 100-55-552-6180-114 | SCHAUERS HARDWARE | 12/31/2022 | 23.39 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 1/24/2023 | 432.60 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 1/26/2023 | 1,165.30 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 1/31/2023 | 1,348.90 |
| 100-55-553-6180-152 | Lyons Pinner Electric Co | 1/13/2023 | 171.75 |
| 100-55-553-6180-152 | Lyons Pinner Electric Co | 1/31/2023 | 595.00 |
| 100-55-553-6180-160 | Com Ed | 12/27/2022 | 522.36 |
| 100-55-553-6180-160 | Com Ed | 1/4/2023 | 520.65 |
| 100-55-553-6180-160 | Com Ed | 1/4/2023 | 183.88 |
| 100-55-553-6180-160 | Com Ed | 1/14/2023 | 107.47 |
| 100-55-553-6180-160 | Com Ed | 1/30/2023 | 25.37 |
| 100-55-553-6180-160 | Com Ed | 1/30/2023 | 29.12 |
| 100-55-553-6180-160 | Com Ed | 1/30/2023 | 27.19 |
| 100-55-553-6180-160 | Com Ed | 1/30/2023 | 30.87 |
| 100-55-553-6180-160 | Com Ed | 1/30/2023 | 290.38 |
| 100-55-553-6180-160 | Com Ed | 1/31/2023 | 29.46 |
| 100-55-553-6180-160 | Com Ed | 1/31/2023 | 46.62 |
| 100-55-555-6180-100 | SCHAUERS HARDWARE | 12/31/2022 | 20.54 |
| 100-55-555-6180-100 | Comcast | 1/8/2023 | 200.01 |
| 100-55-555-6180-100 | JC Licht LLC | 1/17/2023 | 370.28 |
| 100-55-555-6180-100 | Quill | 12/28/2022 | 165.41 |
| 100-55-555-6180-100 | Quill | 1/11/2023 | 111.20 |
| 100-55-555-6180-100 | Quill | 1/18/2023 | 411.28 |
| 100-55-555-6180-100 | Quill | 1/18/2023 | (16.62) |
| 100-55-555-6180-100 | Quill | 1/18/2023 | 36.98 |
| 100-55-555-6180-100 | Reliable Fire & Security | 1/18/2023 | 603.07 |
| 100-55-555-6180-100 | PremiStar-North | 1/26/2023 | 484.00 |
| 100-55-555-6180-110 | Comcast | 1/2/2023 | 50.60 |
| 100-55-555-6180-110 | Comcast | 1/12/2023 | 2.11 |
| 100-55-555-6180-110 | Comcast | 1/13/2023 | 128.95 |
| 100-55-555-6180-110 | Reliable Fire & Security | 1/18/2023 | 603.08 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------|--------------|-----------|
| 100-55-555-6180-120 | Arthur O'Rourke | 1/26/2023 | 1,500.00 |
| 100-55-555-6180-130 | Reliable Fire & Security | 1/18/2023 | 552.85 |
| 100-55-555-6180-140 | Comcast | 1/7/2023 | 2.11 |
| 100-55-555-6180-140 | HOME DEPOT CREDIT | 1/6/2023 | 504.10 |
| 100-55-555-6180-140 | HOME DEPOT CREDIT | 1/12/2023 | 207.42 |
| 100-55-555-6180-140 | Reliable Fire & Security | 1/18/2023 | 630.25 |
| 100-55-560-6155-108 | Total Parking Solutions Inc | 1/27/2023 | 720.00 |
| 100-55-560-6180-125 | Lyons Pinner Electric Co | 1/27/2023 | 1,186.40 |
| 100-55-560-6180-175 | SCHAUERS HARDWARE | 12/31/2022 | 325.84 |
| 100-55-570-6155-101 | Mohr Oil Company | 1/13/2023 | 12,544.48 |
| 100-55-570-6155-106 | ABC Automotive Electronic | 9/30/2022 | 462.45 |
| 100-55-570-6155-106 | ABC Automotive Electronic | 11/4/2022 | 452.41 |
| 100-55-570-6155-106 | Atlas Bobcat LLC | 7/27/2021 | (469.05) |
| 100-55-570-6155-106 | Battery Service Corporation | 1/27/2023 | 487.80 |
| 100-55-570-6155-106 | CCP INDUSTRIES INC | 1/23/2023 | 122.25 |
| 100-55-570-6155-106 | Fleet Safety Supply | 1/20/2023 | 177.19 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/10/2023 | 27.00 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/10/2023 | 75.36 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/10/2023 | 122.20 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/10/2023 | 128.03 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/10/2023 | 242.59 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/11/2023 | (23.97) |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/17/2023 | 186.10 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/25/2023 | 86.96 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/26/2023 | (113.25) |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/27/2023 | 318.44 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/27/2023 | 387.44 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/30/2023 | 1,118.08 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/31/2023 | 145.72 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 1/31/2023 | (559.85) |
| 100-55-570-6155-106 | Lindco Equipment Sales Inc | 1/13/2023 | 48.51 |
| 100-55-570-6155-106 | Linde Gas North America LLC | 1/22/2023 | 205.16 |
| 100-55-570-6155-106 | Linde Gas North America LLC | 1/23/2023 | 72.50 |
| 100-55-570-6155-106 | Terminal Supply Co | 1/27/2023 | 220.76 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/6/2022 | 68.90 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/6/2022 | 346.10 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/6/2022 | 15.46 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------|--------------|----------|
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/7/2022 | 5.36 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/8/2022 | 73.88 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/8/2022 | (75.00) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/12/2022 | 79.46 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/16/2022 | 394.58 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/16/2022 | 9.90 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/16/2022 | 283.09 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/16/2022 | (2.00) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/16/2022 | (2.00) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/20/2022 | 117.72 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/20/2022 | 87.60 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/20/2022 | (62.94) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/21/2022 | 80.62 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/26/2022 | 112.46 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 9/27/2022 | 373.09 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 10/1/2022 | 211.60 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 10/14/2022 | 54.18 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 10/17/2022 | 48.74 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 10/20/2022 | 330.93 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 10/31/2022 | 5.57 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/17/2022 | 244.98 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/22/2022 | 650.61 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/22/2022 | 158.24 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/22/2022 | (70.00) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/23/2022 | 9.78 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/25/2022 | 206.47 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/28/2022 | (140.00) |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 11/30/2022 | 73.31 |
| 100-55-570-6155-106 | Zeigler Ford North Riverside | 12/20/2022 | 296.52 |
| 100-55-570-6155-110 | Snap on Industrial | 1/25/2023 | 126.18 |
| 100-55-570-6155-112 | Action Transmission & Auto | 1/31/2023 | 2,850.00 |
| 100-55-570-6155-112 | Atlas Bobcat LLC | 1/18/2023 | 1,654.89 |
| 100-55-570-6155-112 | Commercial Tire Service | 1/17/2023 | 2,098.00 |
| 100-55-570-6155-112 | Fire Service Inc | 1/5/2023 | 2,881.87 |
| 100-55-570-6155-112 | Fire Service Inc | 1/5/2023 | 3,856.65 |
| 100-55-570-6155-112 | Fire Service Inc | 1/17/2023 | 1,600.00 |
| 100-55-570-6155-112 | Fire Service Inc | 1/17/2023 | 3,648.04 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|-----------------|-----------|
| 100-55-570-6155-112 | NOBS TOWING | 1/18/2023 | 375.00 |
| 100-55-585-6180-305 | Liberty Flag & Specialty | 11/23/2022 | 530.67 |
| | | Public Property | 54,681.98 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------|--------------|--------|
| 230-00-000-6150-152 | Verizon Wireless | 1/22/2023 | 69.62 |
| 230-00-000-6150-152 | Verizon Wireless | 1/22/2023 | 149.20 |
| | | Seizure | 218.82 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------------------|--------------|-----------|
| 232-00-000-6900-232 | CDS Office Technologies | 1/31/2023 | 312.11 |
| 232-00-000-6900-232 | Forest Printing Company | 1/11/2023 | 162.20 |
| 232-00-000-6900-232 | Scott Frey | 2/13/2023 | 230.00 |
| 232-00-000-6900-232 | J.G. Uniforms | 12/29/2022 | 117.00 |
| 232-00-000-6900-232 | KIESLER'S POLICE SUPPLY INC. | 1/11/2023 | 3,300.00 |
| 232-00-000-6900-232 | Motorola Solutions StarCom21 Network | 1/1/2023 | 110.00 |
| 232-00-000-6900-232 | Ray O'Herron Co Inc | 1/31/2023 | 246.00 |
| 232-00-000-6900-232 | Quill | 1/13/2023 | 118.55 |
| 232-00-000-6900-232 | SEPS Inc | 1/26/2023 | 4,066.00 |
| 232-00-000-6900-232 | Special T Unlimited | 1/18/2023 | 1,060.00 |
| 232-00-000-6900-232 | Vigilant Solutions LLC | 1/11/2023 | 3,050.00 |
| | Federal Customs | | 12,771.86 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|---------------------------|--------------|--------|
| 240-55-551-7000-001 | ABC Automotive Electronic | 10/28/2022 | 125.06 |
| 240-55-551-7000-001 | ABC Automotive Electronic | 11/18/2022 | 195.00 |
| | Fleet Replacement | | 320.06 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|--------------|----------|
| 302-00-000-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 237.50 |
| 302-00-000-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 959.50 |
| 304-00-000-6100-100 | Storino Ramello & Durkin | 1/1/2023 | 95.00 |
| 304-00-000-6185-700 | Lyons Pinner Electric Co | 1/31/2023 | 1,157.74 |
| | | TIF | 2,449.74 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-----------------------------------|--------------|----------|
| 312-00-000-6100-115 | Ice Miller LLP | 1/25/2023 | 1,500.00 |
| 312-00-000-6150-152 | Verizon Wireless | 1/22/2023 | 38.01 |
| 312-00-000-7000-102 | Christopher Burke Engineering LTD | 1/18/2023 | 2,575.50 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 1/4/2023 | 160.00 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 1/10/2023 | 160.00 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 1/23/2023 | 80.00 |
| 312-00-000-7000-312 | Midwest Fence | 12/28/2022 | 5,086.00 |
| | | VIP | 9,599.51 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-----------------------------------|--------------|-----------|
| 501-80-800-4910-305 | Cook County Clerk | 1/23/2023 | 103.00 |
| 501-80-800-6100-110 | Ice Miller LLP | 1/25/2023 | 750.00 |
| 501-80-800-6110-105 | Verizon Wireless | 1/22/2023 | 36.01 |
| 501-80-800-6150-150 | AT&T | 1/25/2023 | 60.36 |
| 501-80-800-6150-154 | Com Ed | 1/4/2023 | 76.42 |
| 501-80-800-6150-154 | Com Ed | 1/6/2023 | 21.79 |
| 501-80-800-6150-154 | Com Ed | 1/13/2023 | 107.90 |
| 501-80-800-6150-154 | Com Ed | 1/14/2023 | 34.25 |
| 501-80-800-6150-154 | Constellation Energy Services Inc | 12/30/2022 | 3,247.85 |
| 501-80-800-6150-154 | Constellation Energy Services Inc | 1/6/2023 | 433.18 |
| 501-80-800-6155-110 | SCHAUERS HARDWARE | 12/31/2022 | 11.69 |
| 501-80-800-6800-151 | Centurion Plumbing Company | 1/13/2023 | 11,528.84 |
| 501-80-800-6800-151 | Clear View | 1/23/2023 | 792.50 |
| 501-80-800-6800-153 | Comcast | 1/6/2023 | 83.90 |
| 501-80-800-6800-153 | CDC ENTERPRISES INC | 1/24/2023 | 3,700.00 |
| 501-80-800-6800-153 | Reliable Fire & Security | 1/18/2023 | 72.00 |
| 501-80-800-6800-153 | Reliable Fire & Security | 1/18/2023 | 263.00 |
| 501-80-800-6800-176 | Core & Main LP | 1/6/2023 | 1,278.11 |
| 501-80-800-6800-176 | Core & Main LP | 1/13/2023 | 597.28 |
| | Water Department | | 23,198.08 |

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

February 13, 2023

Issue Statement

NPDES Phase II MS4 Presentation by Staff from Christopher B. Burke Engineering

Background

Staff from the Village's consulting engineering firm, Christopher B. Burke Engineering, will provide their annual presentation regarding the Village's NPDES MS4 Program. This water pollution prevention program is required by the US and IL EPA. For more information about this program, please click on the links noted below:

- [US EPA](#)
- [ILEPA](#)
- [Village NPDES MS4 Webpage](#)

Attachments

- CBBEL PowerPoint Presentation

NPDES Phase II MS4 Annual Public Meeting



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

What is NPDES?

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

What is Phase II?

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

Phase I vs Phase II?

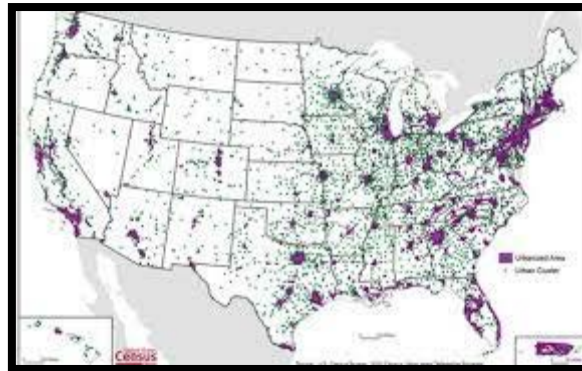
- 1972 - Clean Water Act passed “to preserve, protect and improve the Nation’s water resources
- 1990 – NPDES Phase I Implemented for medium and large MS4s
- 1999 – Final NPDES Phase II Rule Published December 8, 1999
- 2003 – Phase II Notice of Intent by March 10, 2003 for all MS4s not covered by Phase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

What is an Urbanized Area?

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

Urbanized Area

- 464 Urbanized areas in United States



- Approximately 670 Communities in IL



What is an MS4?

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

Aspects of the MS4

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

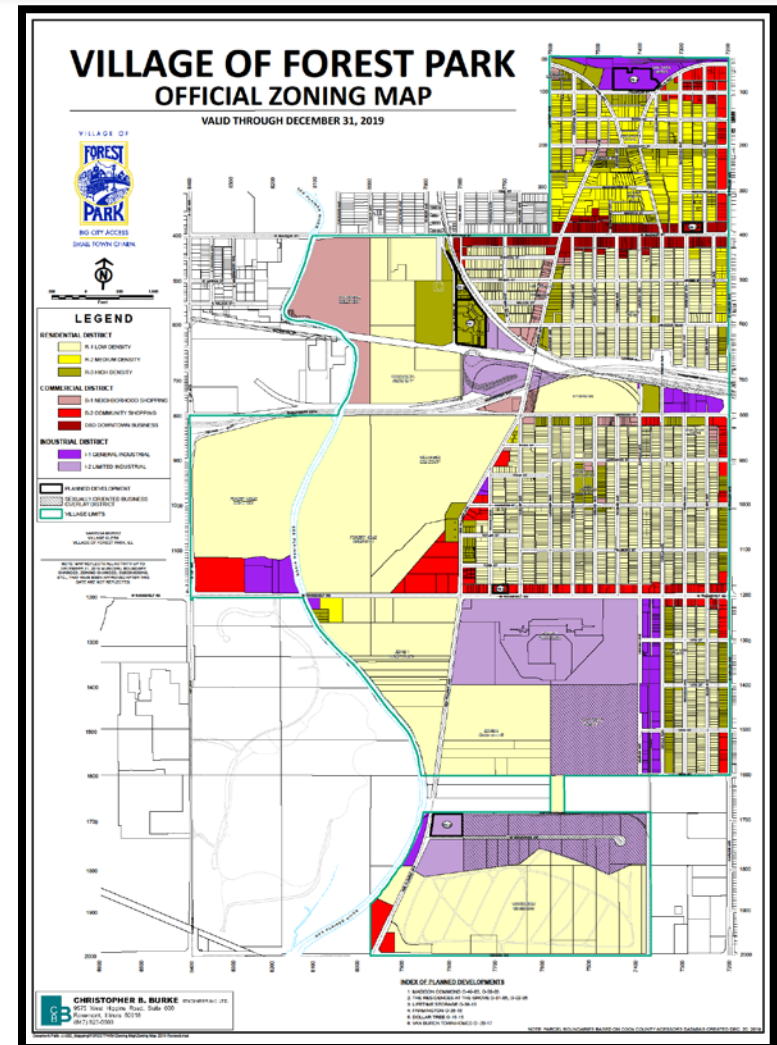
Other MS4 - Examples

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



Why Are We Here?

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



NPDES MS4 Permit

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

NPDES MS4 Permit

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

Permit Updates

- 5-Year Permit Cycles
- First Permit Cycle for Small MS4s: 2003-2008
- Last Permit
 - Issued February 10, 2016
 - Expired February 28, 2021
- New permit is likely to be issued this year

NPDES MS4 BMPs

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



NPDES MS4 BMPs

FOREST PARK COMMUNITY CLEAN-UP

**SATURDAY, SEPTEMBER 24
9 AM
@ THE HOWARD MOHR
COMMUNITY CENTER**

**AGES 16+ UNDER 15 MUST BE ACCOMPANIED
BY AN ADULT. ALL PARTICIPANTS MUST
SIGN A WAIVER.**

**A SWEET TREAT FOR VOLUNTEERS
AFTER THE CLEAN-UP!**

**SCAN QR CODE
FOR MORE INFO &
TO REGISTER**



SCAN ME



Recreation Board
&
Public Works



FOREST PARK
PUBLIC LIBRARY

NPDES MS4 BMPs

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

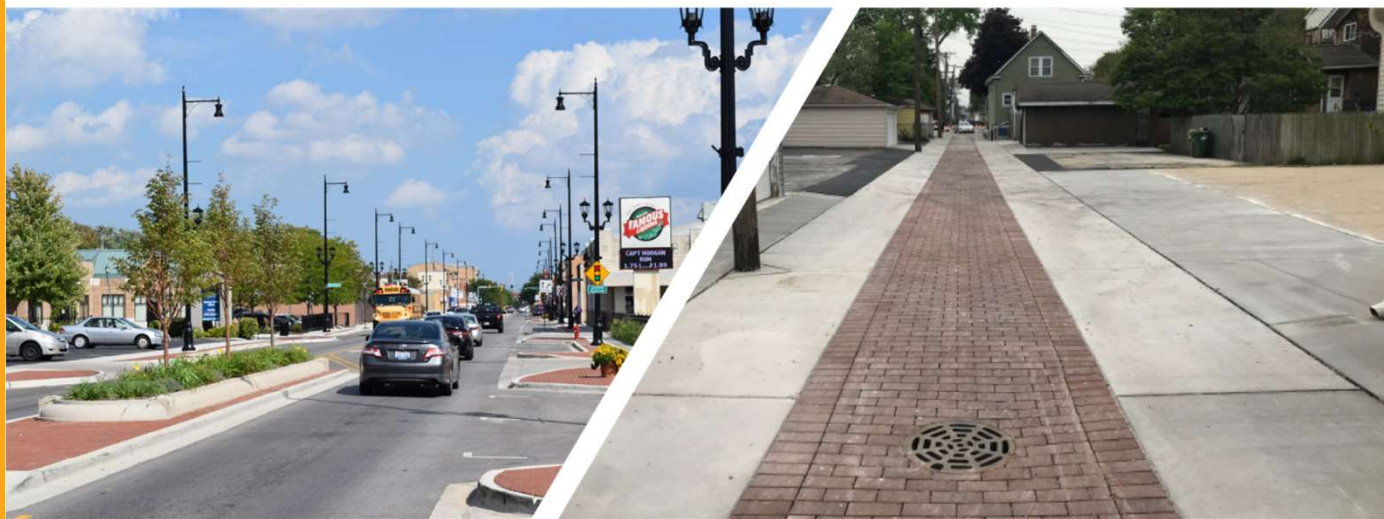


Questions ?



February 13, 2023

2023 INFRASTRUCTURE PLAN



VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM



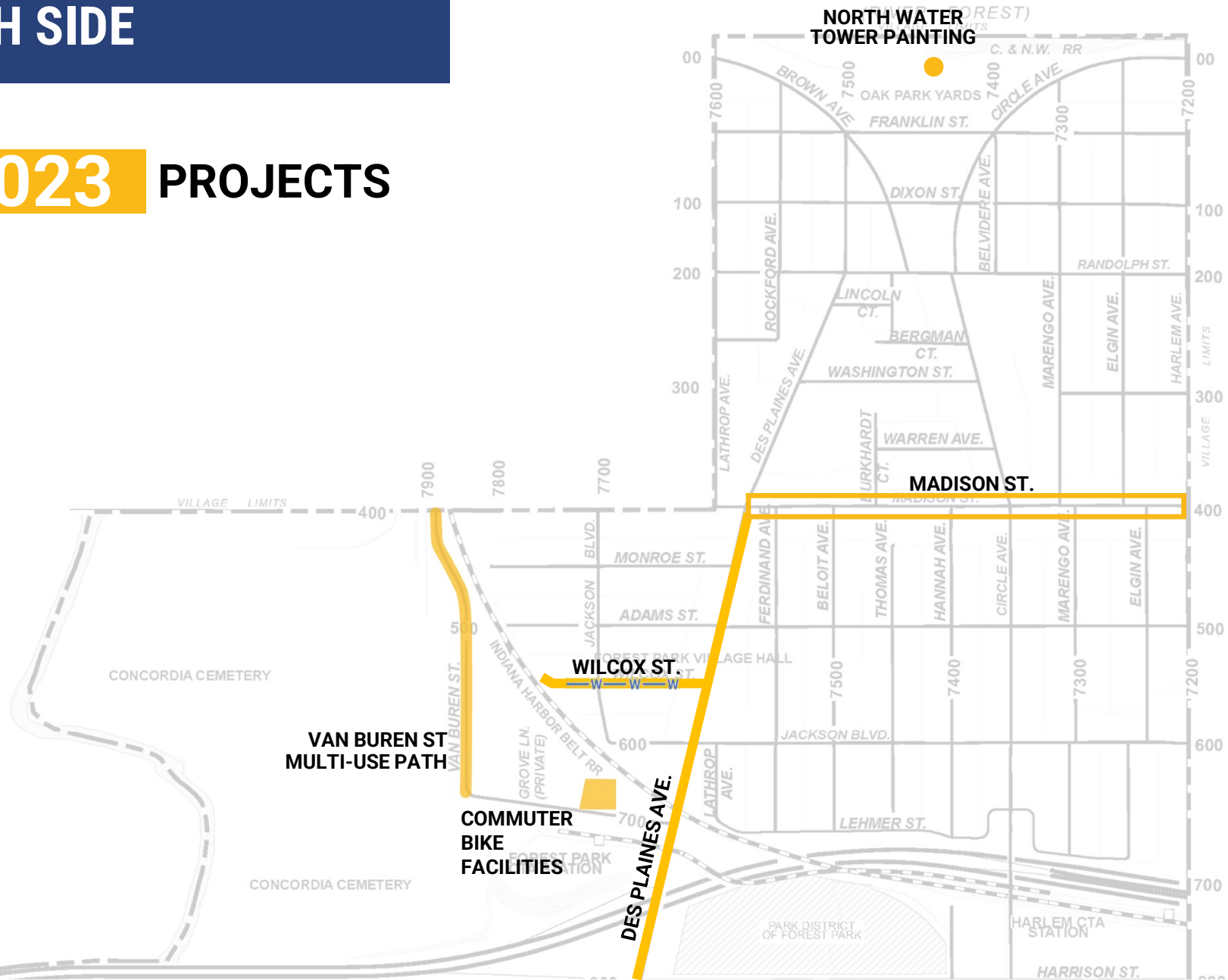
Christopher B. Burke Engineering, Ltd.

Background

- **In November 2017, Staff presented the Five Year Infrastructure Plan consisting of work projected for calendar years 2018-2022**
- **The plan consisted of alley, roadway, and water main improvements based on recent assessments**
- **We have prepared the 2023 Infrastructure Plan using the same criteria. Moving forward we will be preparing a Three-Year Infrastructure Plan for calendar years 2024-2026**

Proposed 2023 Infrastructure Plan NORTH SIDE

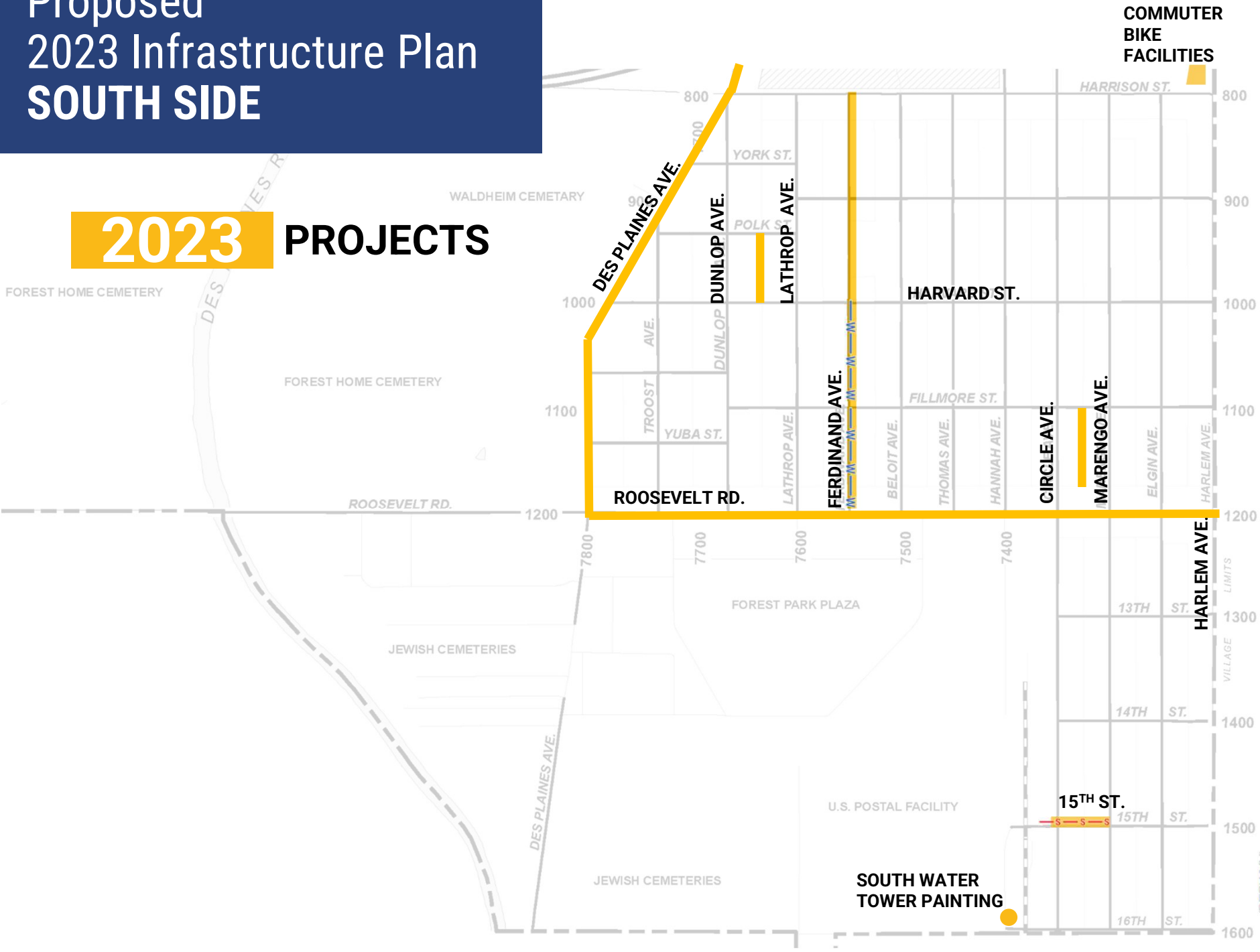
2023 PROJECTS



BIG CITY ACCESS
SMALL TOWN CHARM

Proposed 2023 Infrastructure Plan SOUTH SIDE

2023 PROJECTS



Proposed 2023 Infrastructure Plan

| PROJECT NAME | ESTIMATED TOTAL PROJECT COST | VIP | MFT | WATER | TIF | GRANT | TIF/GRANT TYPE |
|--|------------------------------------|------------|------------|--------------|------------|------------|----------------|
| 2023 WM and Street Project | \$ 2,985,000 | | \$ 933,000 | \$ 2,052,000 | | | REBUILD BOND |
| 15 th Street Sewer Separation | \$ 467,000 | | | \$ 107,000 | | \$ 360,000 | CDBG |
| Van Buren Street Multi-Use Path Improvements | \$ 582,000 | \$ 334,500 | | | | \$ 247,500 | INVEST IN COOK |
| North Water Tower Painting | \$ 987,000 | | | | \$ 987,000 | | BROWN TIF |
| South Water Tower Painting | \$ 80,000 | | | | \$ 80,000 | | ROOSEVELT TIF |
| Commuter Bike Facilities | \$ 112,000 | \$ 11,000 | | | | \$ 101,000 | ITEP |
| Alley Reconstruction | \$ 546,000 | \$ 376,000 | | \$ 170,000 | | | |
| Lead Service Planning / IEPA Loan | \$ 19,000 | | | \$ 19,000 | | | |

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Proposed 2023 Infrastructure Plan

| PROJECT NAME | ESTIMATED TOTAL PROJECT COST | VIP | MFT | WATER | TIF | GRANT | TIF/GRANT TYPE |
|------------------------------------|------------------------------------|---------------------|-------------------|---------------------|---------------------|-------------------|--------------------------|
| North and South Water Tower Paving | \$ 66,000 | | | | \$ 66,000 | | BROWN / ROOSEVELT TIF |
| Green Alley Maintenance | \$ 18,000 | \$ 18,000 | | | | | |
| Community Center Parking Lot | \$ 102,000 | \$ 102,000 | | | | | |
| Sidewalk Replacement Project | \$ 48,000 | \$ 48,000 | | | | | |
| Madison Street Upgrades | \$ 300,000 | \$ 300,000 | | | | | |
| 2023 Capital Projects Design | \$ 150,000 | \$ 150,000 | | | | | |
| | \$ 6,462,000 | \$ 1,339,500 | \$ 933,000 | \$ 2,348,000 | \$ 1,133,000 | \$ 708,500 | |

| 2023 Draft Infrastructure Projects | Proposed Construction Start Date | Construction | Design Eng. | Const. Eng. | Estimated Total Project Cost | | VIP Fund | MFT Fund | Water Fund | TIF Fund | Grant Fund | Grant Type |
|---|--|--------------|-------------|-------------|---------------------------------|-----------|----------|-----------|-------------|-----------|------------|------------------------------|
| Ferdinand Ave: 800-1100 Blocks Resurfacing; 1000-1100 Blocks WM Wilcox St: 7600-7700 Blocks Resurfacing & WM | Spring 2023 | \$2,700,000 | \$15,000 | \$270,000 | \$2,985,000 | | | \$933,000 | \$2,052,000 | | | REBUILD BOND |
| 15th Street Sewer Separation | March 2023 | \$440,216 | | \$26,110 | \$466,326 | | | | \$106,326 | | \$360,000 | CDBG |
| Van Buren Street Multi-Use Path Improvements | Summer 2023 | \$509,344 | \$7,000 | \$65,460 | \$581,804 | \$334,304 | | | | | \$247,500 | INVEST IN COOK |
| North Water Tower Painting | Winter Shutdown, resume March 2023 | \$970,000 | | \$17,000 | \$987,000 | | | | | \$987,000 | | BROWN TIF |
| South Water Tower Painting | Winter Shutdown, resume March 2023 | \$80,000 | | | \$80,000 | | | | | \$80,000 | | ROOSEVELT TIF |
| Commuter Bike Facilities | 3/10/2023 IDOT letting. Start const May 2023 | \$101,250 | | \$10,125 | \$111,375 | \$11,138 | | | | | \$100,237 | ITEP |
| Alley Reconstruction (Concrete): 1100 Circle Marengo (N/S portion), 950 Dunlop Lathrop | April 2023 | \$458,700 | \$41,000 | \$45,870 | \$545,570 | \$375,570 | | | \$170,000 | | | |
| Lead Service Line Project Plan / IEPA Loan | N/A | | \$19,000 | | \$19,000 | | | | \$19,000 | | | |
| North and South Tower Paving | Summer 2023 | \$60,000 | \$3,000 | \$3,000 | \$66,000 | | | | | \$66,000 | | BROWN TIF & ROOSEVELT TIF |
| Green Alley Maintenance | Summer 2023 | \$18,000 | | | \$18,000 | \$18,000 | | | | | | |
| Community Center Parking Lot Resurfacing | Summer/Fall 2023 | \$85,000 | \$8,500 | \$8,500 | \$102,000 | \$102,000 | | | | | | VIP |
| Sidewalk Replacement Project | Summer/Fall 2023 | \$40,000 | \$4,000 | \$4,000 | \$48,000 | \$48,000 | | | | | | |
| Madison Street Upgrades | Summer/Fall 2023 | \$270,000 | \$15,000 | \$15,000 | \$300,000 | \$300,000 | | | | | | |
| Des Plaines Ave Resurfacing - Madison to Roosevelt (IDOT) | 1/20/2023 IDOT letting. Start const March 2023 | | | | | | | | | | | IDOT |
| Roosevelt Road Resurfacing - Des Plaines to Harlem (IDOT) | 1/20/2023 IDOT letting. Start const March 2023 | | | | | | | | | | | IDOT |
| 2024 Capital Project Design | | | \$150,000 | | \$150,000 | \$150,000 | | | | | | |

Totals\$5,732,510\$262,500\$465,065\$6,460,075\$1,339,012\$933,000\$2,347,326\$1,133,000\$707,737\$6,460,075

Available Funds

Balance

| 2023 Draft Infrastructure Projects | Proposed Construction Start Date | Construction | Design Eng. | Const. Eng. | Estimated Total Project Cost | | VIP Fund | MFT Fund | Water Fund | TIF Fund | Grant Fund | Grant Type |
|---|--|--------------|-------------|-------------|---------------------------------|--|-----------|----------|------------|----------|------------|------------|
| NEAR TERM FUTURE PROJECTS | | | | | | | | | | | | |
| Parking Lot Resurfacing Project: West half Constitution Court | | \$ 35,000 | \$ 3,500 | \$ 3,500 | \$ 42,000 | | \$ 42,000 | | | | | |
| Public Works Parking Lot Reconstruction | | | | | \$ - | | | | | | | |
| Totals | | \$ 35,000 | \$ 3,500 | \$ 3,500 | \$ 42,000 | | \$ 42,000 | \$ - | \$ - | \$ - | \$ - | |

Pending Grant Applications

| | | | | | | | | | | | | |
|---|-------------------------------------|--------------|------------|------------|--------------|--|------------|--|--------------|--|--------------|-----------------------|
| MWRD Stormwater: 13th Street Sewer, Circle to Elgin | submitted 1/13/2023 | \$ 1,000,000 | \$ 100,000 | \$ 100,000 | \$ 1,200,000 | | \$ 700,000 | | | | \$ 500,000 | MWRD |
| MWRD Green Infrastructure (GI) Alley Reconstruction (Green): 800 & 900 Circle - Marengo | September 2023 application deadline | \$ 705,000 | \$ 70,500 | \$ 70,500 | \$ 846,000 | | \$ 493,500 | | | | \$ 352,500 | MWRD |
| CDBG 2023 Program Year - 15th Street Sewer Separation, Marengo to Elgin | March 2023 application deadline | \$ 375,000 | \$ 37,500 | \$ 37,500 | \$ 450,000 | | \$ 262,500 | | | | \$ 187,500 | CDBG |
| Capital Improvements to Village Property - Build Illinois Bond Fund / DCEO | | \$ 1,500,000 | | | \$ 1,500,000 | | | | | | \$ 1,500,000 | DCEO |
| Jackson Blvd. Traffic Calming Improvements | | \$ 200,000 | | | \$ 200,000 | | | | | | \$ 200,000 | DCEO |
| Jackson Blvd. (Des Plaines - Harlem) Watermain and Resurfacing | | \$ 2,000,000 | | | \$ 2,000,000 | | | | \$ 1,200,000 | | \$ 800,000 | INVEST in America Act |

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

February 10, 2023

Issue Statement

Request for Village Council action related to the adoption of an ordinance amending Section 2-7 of Chapter 7 of Title 2 of the Forest Park Municipal Code governing the Board of Health previously adopted on March 25, 2002 by ordinance O-10-02.

Background

The original code which created the Board of Health limited members to residents. This amendment seeks to waive the residency requirement for members with technical training or knowledge, at the discretion of the mayor and commissioner of public health and safety. The amendment also seeks to clarify the meeting schedule. The commission's duties have been updated to give the commission framework in which it should operate regarding public health, including physical and mental health, in the Village of Forest Park.

Attachments

- Village Code amendment resolution concerning the Board of Health

**AN ORDINANCE AMENDING SECTION 2-7
OF CHAPTER 7 OF TITLE 2 OF THE
MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK**

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

Section 1. Section 2-7, entitled “BOARD OF HEALTH,” of Title 2, entitled “Boards and Commissions,” of the Code of the Village of Forest Park (“Code”) is hereby amended as follows:

2-7: BOARD OF HEALTH

2-7-1: BOARD CREATED; MEMBERS:

There is hereby created for the village a board of health, which shall consist of five (5) members, one of whom shall serve as ~~president chair~~ of the board and one as secretary of the board. All members shall be residents of the village and shall serve for a period of five (5) years. The members shall be appointed by the mayor upon the recommendation of the commissioner of health and safety, by and with the consent of the village council, to serve without compensation. ~~The residency requirement for the board of health shall not apply to any board member who, at the discretion of the mayor and commissioner of public health & safety, possesses technical training, knowledge, or experience which will enhance the composition of the board.~~

2-7-2: MEETINGS:

~~Meetings of the board shall be held monthly at such times and places as the board shall from time to time direct.~~

2-7-~~23~~: DUTIES:

The board shall adopt such rules and regulations as it may deem proper for the conduct of its work, and shall ~~make recommendations to the village council on have the management and control of all matters pertaining and things relating~~ to the public health of the village, ~~including but not limited to mental and physical health. and shall also exercise those duties and powers conferred upon it by the statutes of the state of Illinois (1) and the ordinances of the village.~~

~~(1) 65 ILCS 5/11-16-1~~

Section 2. The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to “Section,” “Article,” Chapter” or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

Section 3. All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

**Village of Forest Park
Memorandum**

TO: Zoning and Planning Commission

FROM: Steve Glinke, Director of Building, Planning and Zoning

SUBJECT: ZPC 2022-03: Amending Section 9-4C-2 "Conditional Use Regulations" to remove adult use cannabis dispensing organizations in the DBD (Downtown Business District) as a conditional use and Amend Section 9-4C-1 "Use Regulations" to allow adult use cannabis dispensing organizations as a permitted use.

Petitioner: Village of Forest Park

Request approval of a text amendment to Title 9 Article C Downtown Business District to strike "Adult Use Cannabis Dispensing Organization" from the Conditional Use Regulations (9-4C-2) and place it in 9-4C-1 "Use Regulations" thereby making such uses a permitted use in the DBD.

The code currently reads:

9-4C-2: CONDITIONAL USE REGULATIONS:

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

Adult Use Cannabis Dispensing Organization in compliance with the State of Illinois Cannabis Regulation and Tax Act and meeting the parking requirement of Chapter 8 of this title.

Animal boarding, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

Animal daycare, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

Animal grooming, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

Automobile oriented uses and facilities, including car washes and drive-in and drive-through facilities, where services and/or products are provided directly to customers/clients in motor vehicles, except within fifty feet (50') of the Madison Street right-of-way.

Bed and breakfast inns and hotels.

Brewpub restaurant, as authorized by title 3, chapter 3 of this Code.

Mortuaries.

Publicly owned parks and playgrounds.

Tutorial centers. (Ord. O-71-09, 12-14-2009; amd. Ord. O-29-11, 9-26-2011; Ord. O-18-12, 5-14-2012; Ord. O-25-19, 8-26-2019; Ord. O-02-20, 1-13-2020)

And would be replaced with:

9-4C-2: CONDITIONAL USE REGULATIONS:

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

~~Adult Use Cannabis Dispensing Organization, in compliance with the State of Illinois Cannabis Regulation and Tax Act and meeting the parking requirement of chapter 8 of this title.~~

Animal boarding, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

Animal daycare, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

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Bed and breakfast inns and hotels.

Brewpub restaurant, as authorized by title 3, chapter 3 of this Code.

Mortuaries.

Publicly owned parks and playgrounds.

Tutorial centers. (Ord. O-71-09, 12-14-2009; amd. Ord. O-29-11, 9-26-2011; Ord. O-18-12, 5-14-2012; Ord. O-25-19, 8-26-2019; Ord. O-02-20, 1-13-2020)

The code currently reads:

9-4C-1: USE REGULATIONS:

In the DBD District, no building or land shall be used and no building shall be hereafter erected, converted, enlarged or structurally altered, except for one or more of the following uses. The following named uses shall be deemed to include those uses or buildings in general keeping with, and appropriate to, the uses hereinafter specified:

Accessory buildings and uses customarily incident to the following uses, including a sign or bulletin board relating only to services, articles and products offered within the building, subject to the B-1 and B-2 sign regulations.

Antique store.

Art gallery.

Artist studio.

Bakery.

Collectibles store.

Dance studio, not greater than two thousand five hundred (2,500) square feet.

Dry cleaner, no cleaning on premises.

Dwelling unit above ground floor retail, provided that no such dwelling unit may be less than eight hundred (800) square feet.

Financial institution.

Fitness center, not greater than two thousand five hundred (2,500) square feet.

Florist.

Government office, not exceeding two thousand five hundred (2,500) square feet.

Home occupation.

Incubator kitchen, subject to the following conditions:

A. Single Owner: The facility must be owned by a single person or entity and may not have multiple owners.

B. Owner License Required: No facility may be established without all licenses as required by this Code.

C. Multiple-Use By Rental Only: If the facility will be used at any time by persons or entities other than the owner of the facility, then that use must be by a written rental agreement.

D. User License Required: No person or entity may rent or use a shared kitchen facility without all licenses as required by this Code.

Interior designer.

Locksmith.

Massage establishment, as defined and subject to compliance with all regulations pertaining to massage establishments in section 3-7-2 of this Code.

Music instruction, incidental to retail music stores, or not greater than two thousand five hundred (2,500) square feet.

Personal grooming services, provided that no such business is located within five hundred feet (500') of another business providing personal grooming services in conformance with subsection 9-4C-5C of this article, except that the five hundred foot (500') separation shall not be required if personal grooming services are conducted in addition to a permitted retail store, Downtown Business District (DBD), in compliance with all of the following requirements:

A. The personal grooming services and the retail store must be under the same property and business ownership;

B. The combined space for the retail store and the area used for personal grooming services shall not be greater than three thousand seven hundred fifty (3,750) square feet;

C. A minimum of one thousand six hundred (1,600) square feet of contiguous space shall be used solely for retail sales;

D. No part of the area used for personal grooming services may be located within sixty feet (60') of the Madison Street right-of-way.

Postal, mailing and small office services shops not greater than two thousand five hundred (2,500) square feet, that provide copying, mailing, printing or other similar services.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere east of Des Plaines Avenue except on the first floor (grade level) within fifty feet (50') of the Madison Street right-of-way.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere west of Des Plaines Avenue.

Public or semipublic parking structure not exceeding fifty feet (50') in height with street level retail no less than sixty percent (60%) of the linear front lot line footage.

Realtor.

Restaurants.

"Retail store, Downtown Business District (DBD)", including such stores with classes associated with the primary use as defined in section 9-1-5 of this title.

Self-defense studio, not greater than two thousand five hundred (2,500) square feet.

Shared office space.

Shoe repair.

Tailor.

"Temporary parking lot", as defined and regulated by title 3 of this Code.

Wine merchant. (Ord. O-71-09, 12-14-2009; amd. Ord. O-19-10, 5-10-2010; Ord. O-33-13, 12-16-2013; Ord. O-04-15, 1-26-2015; Ord. O-06-17, 2-27-2017; Ord. O-15-17, 6-12-2017; Ord. O-12-19, 4-8-2019; Ord. O-25-19, 8-26-2019)

And would be replaced with:

9-4C-1: USE REGULATIONS:

In the DBD District, no building or land shall be used and no building shall be hereafter erected, converted, enlarged or structurally altered, except for one or more of the following uses. The following named uses shall be deemed to include those uses or buildings in general keeping with, and appropriate to, the uses hereinafter specified:

Accessory buildings and uses customarily incident to the following uses, including a sign or bulletin board relating only to services, articles and products offered within the building, subject to the B-1 and B-2 sign regulations.

Antique store.

Art gallery.

Artist studio.

Bakery

Adult-Use Cannabis Dispensing Organization, in compliance with the State of Illinois Cannabis Regulation and Tax Act and meeting the parking requirement of chapter 8 of this title.

Collectibles store.

Dance studio, not greater than two thousand five hundred (2,500) square feet.

Dry cleaner, no cleaning on premises.

Dwelling unit above ground floor retail, provided that no such dwelling unit may be less than eight hundred (800) square feet.

Financial institution.

Fitness center, not greater than two thousand five hundred (2,500) square feet.

Florist.

Government office, not exceeding two thousand five hundred (2,500) square feet.

Home occupation.

Incubator kitchen, subject to the following conditions:

A. Single Owner: The facility must be owned by a single person or entity and may not have multiple owners.

B. Owner License Required: No facility may be established without all licenses as required by this Code.

C. Multiple-Use By Rental Only: If the facility will be used at any time by persons or entities other than the owner of the facility, then that use must be by a written rental agreement.

D. User License Required: No person or entity may rent or use a shared kitchen facility without all licenses as required by this Code.

Interior designer.

Locksmith.

Massage establishment, as defined and subject to compliance with all regulations pertaining to massage establishments in section 3-7-2 of this Code.

Music instruction, incidental to retail music stores, or not greater than two thousand five hundred (2,500) square feet.

Personal grooming services, provided that no such business is located within five hundred feet (500') of another business providing personal grooming services in conformance with subsection 9-4C-5C of this article, except that the five hundred foot (500') separation shall not be required if personal grooming services are conducted in addition to a permitted retail store, Downtown Business District (DBD), in compliance with all of the following requirements:

A. The personal grooming services and the retail store must be under the same property and business ownership;

B. The combined space for the retail store and the area used for personal grooming services shall not be greater than three thousand seven hundred fifty (3,750) square feet;

C. A minimum of one thousand six hundred (1,600) square feet of contiguous space shall be used solely for retail sales;

D. No part of the area used for personal grooming services may be located within sixty feet (60') of the Madison Street right-of-way.

Postal, mailing and small office services shops not greater than two thousand five hundred (2,500) square feet, that provide copying, mailing, printing or other similar services.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere east of Des Plaines Avenue except on the first floor (grade level) within fifty feet (50') of the Madison Street right-of-way.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere west of Des Plaines Avenue.

Public or semipublic parking structure not exceeding fifty feet (50') in height with street level retail no less than sixty percent (60%) of the linear front lot line footage.

Realtor.

Restaurants.

"Retail store, Downtown Business District (DBD)", including such stores with classes associated with the primary use as defined in section 9-1-5 of this title.

Self-defense studio, not greater than two thousand five hundred (2,500) square feet.

Shared office space.

Shoe repair.

Tailor.

"Temporary parking lot", as defined and regulated by title 3 of this Code.

Wine merchant. (Ord. O-71-09, 12-14-2009; amd. Ord. O-19-10, 5-10-2010; Ord. O-33-13, 12-16-2013; Ord. O-04-15, 1-26-2015; Ord. O-06-17, 2-27-2017; Ord. O-15-17, 6-12-2017; Ord. O-12-19, 4-8-2019; Ord. O-25-19, 8-26-2019)

Background/Discussion

In 2019, the Village Council unanimously adopted text amendments to address the Illinois Cannabis Regulation and Tax Act. Dispensing organizations were approved as a permitted use in the I-1 and I-2 Districts and conditional uses in the business districts. Village staff have responded to many inquiries since that time and monitored peer communities. Allowing dispensaries in the DBD as a permitted use decreases the amount of time necessary to seek approvals and therefore more attractive to potential businesses. Given the limited licenses being allowed within the region, permitting dispensaries by right ensures that the Village of Forest Park remains competitive with surrounding municipalities.

Dispensaries remain heavily regulated under the ACT with significant operating and security requirements. The Village has had the benefit of time to monitor existing operations (e.g., Oak Park, Elmwood Park and Melrose Park) to see the benefits and requirements of permitting dispensaries.

Summary

The proposed text amendments are a proactive Village initiated action meant to improve Forest Park's competitive advantage within this market.

Should the Zoning and Planning Commission wish to recommend approval of these text amendments, a sample motion is provided herein:

Based on the information included in the staff memo and testimony provided, I move that the Zoning and Planning Commission recommend to the Village Council approval of the following text amendments:

- 1. Amendment to Section 9-4C-2 "Conditional Use Regulations" by removing the following: "Adult Use Cannabis Dispensing Organization in compliance with the State of Illinois Cannabis Regulation and Tax Act and meeting the parking requirement of Chapter 8 of this title."***
- 2. Amendment to Section 9-4C-1 "Use Regulations" by adding: "Adult Use Cannabis Dispensing Organization in compliance with the State of Illinois Cannabis Regulation and Tax Act."***

ORDINANCE NO. O-_____-23

**AN ORDINANCE AMENDING SECTIONS 9-4C-2 AND 9-4C-1 OF
TITLE 9, ENTITLED “FOREST PARK ZONING ORDINANCE,”
OF THE VILLAGE CODE OF THE VILLAGE OF FOREST PARK
(Text Amendment PZC 2022-03)
(Adult Use Cannabis Dispensing Organization)**

WHEREAS, the Village of Forest Park maintains a zoning ordinance which is found in Title 9 of the Forest Park Village Code, Forest Park Illinois (the “Zoning Ordinance”); and

WHEREAS, the Village Council deems it reasonable to periodically review said Zoning Ordinance and make necessary changes; and

WHEREAS, the Village filed an application (“Application”) to request approval of a text amendment to Section 9-4C-2 of Article C, “Downtown Business District,” striking “Adult Use Cannabis Dispensing Organization” from the “Conditional Use Regulations,” and amending Section 9-4C-1, “Use Regulations” of Article C, “Downtown Business District,” to include “Adult Use Cannabis Dispensing Organization” as a permitted use (“Text Amendment”); and

WHEREAS, pursuant to proper legal notice, a public hearing to consider the Application was conducted by the Village of Forest Park Planning and Zoning Commission (the “PZC”) on May 16, 2022, at which time the PZC considered the Application and took all testimony and public comment regarding the proposed Text Amendment; and

WHEREAS, the ZBA recommended that the Village Council approve the proposed Text Amendment to the Zoning Ordinance, set forth herein; and

WHEREAS, the Village Council has considered the recommendation of the ZBA and all of the facts and circumstances regarding the Application and finds that it is in the best interest of the Village to amend the Zoning Ordinance by the Text Amendment.

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

SECTION 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby incorporated herein adopted as part of this Ordinance.

SECTION 2: Section 9-4C-2, entitled “Conditional Use Regulations,” of Article C, entitled “Downtown Business District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Code is hereby amended by striking the following:

9-4C-2: CONDITIONAL USE REGULATIONS:

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

~~Adult Use Cannabis Dispensing Organization, in compliance with the State of Illinois Cannabis Regulation and Tax Act and meeting the parking requirement of chapter 8 of this title.~~

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Animal daycare, anywhere west of Des Plaines Avenue, provided this service is operated in conjunction with a related retail use.

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Automobile oriented uses and facilities, including car washes and drive-in and drive-through facilities, where services and/or products are provided directly to customers/clients in motor vehicles, except within fifty feet (50') of the Madison Street right-of-way.

Bed and breakfast inns and hotels.

Brewpub restaurant, as authorized by title 3, chapter 3 of this Code.

Mortuaries.

Publicly owned parks and playgrounds.

Tutorial centers.

SECTION 3: Section 9-4C-1, entitled “Use Regulations,” of Article C, entitled “Downtown Business District,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Zoning Regulations,” of the Village Code is hereby amended by adding the following language (in bold):

9-4C-1: USE REGULATIONS:

In the DBD District, no building or land shall be used and no building shall be hereafter erected, converted, enlarged or structurally altered, except for one or more of the following uses. The following named uses shall be deemed to include those uses or buildings in general keeping with, and appropriate to, the uses hereinafter specified:

Accessory buildings and uses customarily incident to the following uses, including a sign or bulletin board relating only to services, articles and products offered within the building, subject to the B-1 and B-2 sign regulations.

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Art gallery.

Artist studio.

Bakery

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Collectibles store.

Dance studio, not greater than two thousand five hundred (2,500) square feet.

Dry cleaner, no cleaning on premises.

Dwelling unit above ground floor retail, provided that no such dwelling unit may be less than eight hundred (800) square feet.

Financial institution.

Fitness center, not greater than two thousand five hundred (2,500) square feet.

Florist.

Government office, not exceeding two thousand five hundred (2,500) square feet.

Home occupation.

Incubator kitchen, subject to the following conditions:

A. Single Owner: The facility must be owned by a single person or entity and may not have multiple owners.

B. Owner License Required: No facility may be established without all licenses as required by this Code.

C. Multiple-Use By Rental Only: If the facility will be used at any time by persons or entities other than the owner of the facility, then that use must be by a written rental agreement.

D. User License Required: No person or entity may rent or use a shared kitchen facility without all licenses as required by this Code.

Interior designer.

Locksmith.

Massage establishment, as defined and subject to compliance with all regulations pertaining to massage establishments in section 3-7-2 of this Code.

Music instruction, incidental to retail music stores, or not greater than two thousand five hundred (2,500) square feet.

Personal grooming services, provided that no such business is located within five hundred feet (500') of another business providing personal grooming services in conformance with subsection 9-4C-5C of this article, except that the five hundred foot (500') separation shall not be required if personal grooming services are conducted in addition to a permitted retail store, Downtown Business District (DBD), in compliance with all of the following requirements:

A. The personal grooming services and the retail store must be under the same property and business ownership;

B. The combined space for the retail store and the area used for personal grooming services shall not be greater than three thousand seven hundred fifty (3,750) square feet;

C. A minimum of one thousand six hundred (1,600) square feet of contiguous space shall be used solely for retail sales;

D. No part of the area used for personal grooming services may be located within sixty feet (60') of the Madison Street right-of-way.

Postal, mailing and small office services shops not greater than two thousand five hundred (2,500) square feet, that provide copying, mailing, printing or other similar services.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere east of Des Plaines Avenue except on the first floor (grade level) within fifty feet (50') of the Madison Street right-of-way.

Professional uses as such term is defined in section 9-1-5 of this title, anywhere west of Des Plaines Avenue.

Public or semipublic parking structure not exceeding fifty feet (50') in height with street level retail no less than sixty percent (60%) of the linear front lot line footage.

Realtor.

Restaurants.

"Retail store, Downtown Business District (DBD)", including such stores with classes associated with the primary use as defined in section 9-1-5 of this title.

Self-defense studio, not greater than two thousand five hundred (2,500) square feet.

Shared office space.

Shoe repair.

Tailor.

"Temporary parking lot", as defined and regulated by title 3 of this Code.

Wine merchant.

SECTION 4: The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section," "Article," Chapter" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 5: All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: That this Ordinance shall be in full force and effect on and after its passage and approval in the manner provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Rory Hoskins; Moses Amidei
FROM: Chief Ken Gross
DATE: 25Jan22
SUBJECT: Vigilant Solutions, LLC

[Handwritten signature and date: 25 Jan 23]

The police department currently has four License Plate Recognition/License Plate Reader (LPR) cameras in the village that utilize Avigilon software, which has merged with Vigilant Solutions, LLC (Motorola Solutions).

Avigilon has proven to be a fine investigative tool. Vigilant has offered this department a solution at \$2000 annually that utilizes the four LPR cameras that are currently in place. The Vigilant system would be of benefit not only to our detectives, but our patrol staff as well and help our officers in the department's continuing and proactive efforts to combat crime within the Village of Forest Park.

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN ANNUAL LICENSE AGREEMENT WITH
VIGILANT SOLUTIONS, LLC FOR PROCESSING AND
INTEGRATION OF LICENSE PLATE READER INFORMATION**

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

WHEREAS, Vigilant Solutions, LLC (“Vigilant”) has provided and currently provides license plat readers, maintenance and support services to the Village and proposes to provide additional processing and information integration services to the Village (“Services”); and

WHEREAS, the corporate authorities of the Village believe that, due to its experience, skill set and existing satisfactory relationship with the Village, Vigilant is uniquely qualified to provide such additional cost effective 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 competitive bidding requirements of Section 1-8A-5A of the Village Code and approve and authorize the execution of an annual license and integration agreement (“Agreement”) with Vigilant for the Services.

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

Section 1. Pursuant to the provisions of Section 1-8A-5A of the Village Code, the corporate authorities hereby waive advertising for competitive bids and approve and authorize

the Mayor's execution of the Agreement with Vigilant for the Services, a copy of which is attached hereto as Exhibit A and made a part hereof, subject to Vigilant executing the Contractor's Certification Form, attached hereto as Exhibit B and made a part hereof.

Section 2. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____



APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A
AGREEMENT

| | | | | | |
|--|--|---|--|---|-------------|
|  | | <p>Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113</p> | |  | |
| Issued To: | Forest Park Police Department - Attention: Daniel Miller | | | Date: | 01-23-23 |
| Project Name: | Avigilon LPR Integration - LEARN | | | Quote ID: | SVB-0019-02 |

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Avigilon Camera Integration

Priced Per Camera/Year

| Qty | Item # | Description |
|---|--------------------------|---|
| (4) | 3PC-1SL \$500.00 Each | Single competitive camera license - Central Server processing <ul style="list-style-type: none"> Annual single camera license for 3rd party camera with central server processing Central server sold separately |
| Subtotal Price (Excluding sales tax) | | \$2,000.00 |

1 Time Free LEARN Account Setup

| Qty | Item # | Description |
|---|----------------------------|--|
| (1) | VS-LEARN--H \$0.00 Each | Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> Central repository for all LPR data acquired by each LPR system Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> Automated CarDetector software update management Plate searching, mapping, data mining utilities Stakeout, Associate Analysis and Locate Analysis Full administrative security with management auditing Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> Requires NO server hardware, NO server maintenance Requires Vigilant Enterprise Service Agreement contract |
| Subtotal Price (Excluding sales tax) | | \$0.00 |

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- Central compute resource hardware sold separately unless explicitly stated above.
- This Quote is provided per our conversation & details given by you - not in accordance to any written specification.

- 6. This Quote does not include anything outside the above stated bill of materials.
- 7. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.

Quoted by: **Stuart Blowers - Inside Sales Manager - 312-758-9723 - stuart.blowers@motorolasolutions.com**

| | |
|--------------------|---|
| Total Price | \$2,000.00 (Excluding sales tax) |
|--------------------|---|

Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



Non-MSI LPR Camera Services (LinC), Fees and Payment Provision

- I. License Key: The LinC Camera License Key (CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with non-MSI branded / non-MSI issued LPR cameras (one CLK per camera) and select MSI Software Products.
- II. Offer Services: This Offer includes the following Software Services / Software Products:
- LPR Software Services / Software Products:
 - MSI Managed/Hosted LPR Account
 - CarDetector Fixed LPR Software w/ all updates
 - Target Alert Service
 - Optional Services
 - Cellular Data Service (Optional / Additional)
- III. Annual Service Fees (CLKs): The Service Fees applicable to each Annual Service Period shall be as follows:

| Annual Fee Schedule | |
|---|------------|
| LinC CLK (Edge Camera) | \$750.00 |
| LinC CLK (Server Camera) | \$500.00 |
| Annual Cellular Data Plan per Camera (Optional) | \$1,200.00 |

IN WITNESS WHEREOF, the undersigned has agreed to this rate sheet as of the Signature Date.

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____

| | | | | | |
|---|--|--|--|---|-------------|
|  | | Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113 | |  | |
| Issued To: | Forest Park Police Department - Attention: Daniel Miller | | | Date: | 01-23-23 |
| Project Name: | Avigilon LPR Integration - LEARN | | | Quote ID: | SVB-0019-02 |

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| Subtotal Price (Excluding sales tax) | | \$2,000.00 |

1 Time Free LEARN Account Setup

| Qty | Item # | Description |
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| (1) | VS-LEARN--H \$0.00 Each | Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> Central repository for all LPR data acquired by each LPR system Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> Automated CarDetector software update management Plate searching, mapping, data mining utilities Stakeout, Associate Analysis and Locate Analysis Full administrative security with management auditing Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> Requires NO server hardware, NO server maintenance Requires Vigilant Enterprise Service Agreement contract |
| Subtotal Price (Excluding sales tax) | | \$0.00 |

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Central compute resource hardware sold separately unless explicitly stated above.
5. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.

6. This Quote does not include anything outside the above stated bill of materials.
7. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.

Quoted by: Stuart Blowers - Inside Sales Manager - 312-758-9723 - stuart.blowers@motorolasolutions.com

| | |
|--------------------|---|
| Total Price | \$2,000.00 (Excluding sales tax) |
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- 1. Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.
- 2. Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.
- 3. Disputes; Governing Law.** Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
- 4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



Non-MSI LPR Camera Services (LinC), Fees and Payment Provision

- I. License Key: The LinC Camera License Key (CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with non-MSI branded / non-MSI issued LPR cameras (one CLK per camera) and select MSI Software Products.
- II. Offer Services: This Offer includes the following Software Services / Software Products:
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 - CarDetector Fixed LPR Software w/ all updates
 - Target Alert Service
 - Optional Services
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| Annual Fee Schedule | |
|---|------------|
| LinC CLK (Edge Camera) | \$750.00 |
| LinC CLK (Server Camera) | \$500.00 |
| Annual Cellular Data Plan per Camera (Optional) | \$1,200.00 |

IN WITNESS WHEREOF, the undersigned has agreed to this rate sheet as of the Signature Date.

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____

Offer Addenda – LinC / Non-MSI LPR Cameras

EXHIBIT B
CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by VIGILANT SOLUTIONS, LLC (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of _____
(Name of Owner or Officer) *(Title or Office)*

VIGILANT SOLUTIONS, LLC, and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

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

the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 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 Section 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.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2023

Contractor: VIGILANT SOLUTIONS, LLC

By: _____
_____, _____
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of Vigilant Solutions, LLC, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2023

Notary Public

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

February 13, 2023

Issue Statement

Request for Village Council action to approve the establishment of a 50/50 Sidewalk Replacement Program.

Background

The Village of Forest Park makes an effort every construction season to replace sidewalk squares throughout the Village as much as the current budget will allow. The sidewalk facilities in the Village are aging. Those areas that pose a tripping hazard need to be addressed. Each year the Public Works Director compiles a list of troublesome areas and then joins them with a list of sidewalk squares that have been requested for repair by residents and business owners. The Director verifies that there is imminent danger at the requested areas. This year, we would like to take a portion of allocated monies and allow it to be used for a 50/50 program. We would allow for \$10,000 to be allocated for a shared cost in areas that are not necessarily an imminent danger, but are more of a cosmetic or small crack repair. The remainder of the budgeted monies (approximately \$35,000) will be used to address safety situations. Once a final list is finished and a proposed cost has been attached, it is to be determined where the funding will come from to complete all repairs; generally, VIP monies are used.

Solution

Sidewalk repair funding has come from water main projects in the past. Since the funding for these projects have not come from grants and have been paid for in-house, the Village was able to take any extra funding from the back end of a water main project and allocate it to sidewalk repair. Unfortunately, with the new lead water service line mandate, the Village is spending additional money on water main projects to meet the new lead replacement standards. This does not allow for any leftover funding at the end of a project. The Village would need to look elsewhere for funding.

In 2022, the Public Works Director implemented a Sidewalk Repair Program in order to maintain a steady pace in replacing dangerous (significant heaving, cracking, vertical displacement) sidewalk areas. Funds were allocated from the VIP budget and directed towards this new program. Due to a lack in funding from other sources, it is the Director's recommendation that the Village continue to use VIP funding in 2023 to pay for this year's sidewalk repairs. Most of the funding should be allocated towards dangerous areas (as noted above), while a portion of it be used for the proposed 50/50 cost share program.

**A RESOLUTION APPROVING THE VILLAGE OF
FOREST PARK 50/50 SIDEWALK REPLACEMENT PROGRAM**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) have periodically offered and implemented a joint effort with residential homeowners in the Village for a 50/50 Sidewalk Replacement Program (“Program”); and

WHEREAS, the corporate authorities of the Village have determined that a significant public interest will continue to be served by the Village to affirm and continue the Program for residential homeowners within the Village; and

WHEREAS, the corporate authorities of the Village have promulgated certain guidelines and standards for the implementation of and application for the Program, a copy of which is attached hereto and incorporated herein by specific reference.

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

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

Section 2. The guidelines and standards for the implementation of and application for the Program, substantially in the form attached hereto and made a part hereof as Exhibit A, are hereby adopted by the corporate authorities of the Village.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Program.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of February, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of February, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT A

Village of Forest Park 50/50 Sidewalk Replacement Program



DEPARTMENT OF PUBLIC WORKS
7343 W. 15th St. Forest Park, IL. 60130
708-366-4876 Fax: 708-366-3482
Email: publicworks@forestpark.net

50/50 SIDEWALK REPLACEMENT PROGRAM

The Village of Forest Park, in a joint effort with homeowners, is offering a 50/50 Sidewalk Replacement Program. The goal of the program is to improve the quality of our pedestrian walkway system within the Village.

WHO PAYS TO REPLACE SIDEWALK?

Under the 50/50 Sidewalk Replacement Program, half of the cost is paid by the Village and half of the cost is paid by the homeowner. At this time, the homeowner's cost is approximately \$15.00 per square foot of sidewalk to be replaced.

HOW IS PARTICIPATION DETERMINED?

Residents who wish to be included in the 50/50 Sidewalk Replacement Program should fill out the attached application. Annual funding for the program is limited and is on a *first come first served basis*. After the application is received, the sidewalk is inspected by Village staff to determine if it meets the criteria for participation. If the requested sidewalk is eligible and funds are available, a bill will be sent to the homeowner.

WHAT IS THE CRITERIA FOR ELIGIBILITY?

Firstly, sidewalk that has severe surface deterioration, has significant settlement or heaving, has cracking exceeding 1/2 inches horizontally, or has vertical displacement greater than 3/4 inches will get 100% funding from the Village. In addition, it is sometimes necessary to replace additional sidewalk squares in order to correct these problems. Sidewalk that is requested for replacement that is for cosmetic purposes or to repair small cracks that are not trip hazards will qualify for a 50/50 cost share with the Village.

WHO PERFORMS THE WORK?

The 50/50 Sidewalk Replacement Program is advertised and competitive bids are obtained for the entire package. For this reason, all work done under this program must be performed by the contractor who has been awarded the project by the Village Council.

WHEN IS THE WORK TO BE DONE?

The contractor will begin replacements in the summer/fall. They will continue until they have completed all of the eligible sites or until the allotted funding has been spent.

WHO SHOULD I CALL IF I HAVE ANY QUESTIONS?

The Department of Public Works can answer any questions about the program. Please call us at (708) 366-4876 between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday.

50/50 SIDEWALK REPLACEMENT PROGRAM APPLICATION

If you wish to participate in the 50/50 Sidewalk Replacement Program, this form must be completed and returned ASAP. **Please send no money at this time!** After an inspector has evaluated your request, a bill will be sent for the proposed work. No work will be done until a check is received by the Village. Forms should be returned **no later than June 1st** to:

Village of Forest Park
Department of Public Works
7343 West 15th Street
Forest Park, Illinois 60130

NAME _____

ADDRESS _____

ZIP CODE _____ DAY TIME PHONE _____

To assist the Village in evaluating your request, please mark the squares of sidewalk that you would like replaced with a paint dot in one corner of the square(s). In addition, please take a few moments to mark the area of concern on the sketch below. Indicate where your house is to help the inspector locate the squares that need replacing.

PLEASE INDICATE NORTH

TOTAL NUMBER OF SIDEWALK SQUARES TO BE REPLACED 8

STREET NAME Harvard St

INDICATE SIDE STREET IF CORNER LOT

STREET NAME Marengo Ave.

Tree

1012

Tree

50/50 SIDEWALK REPLACEMENT PROGRAM APPLICATION

If you wish to participate in the 50/50 Sidewalk Replacement Program, this form must be completed and returned ASAP. **Please send no money at this time!** After an inspector has evaluated your request, a bill will be sent for the proposed work. No work will be done until a check is received by the Village. Forms should be returned **no later than June 1st** to:

Village of Forest Park
Department of Public Works
7343 West 15th Street
Forest Park, Illinois 60130

NAME _____

ADDRESS _____

ZIP CODE _____ DAY TIME PHONE _____

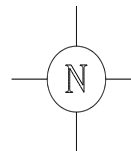
EMAIL ADDRESS _____

(If digital invoice is preferred)

To assist the Village in evaluating your request, please mark the squares of sidewalk that you would like replaced with a paint dot in one corner of the square(s). In addition, please take a few moments to mark the area of concern on the sketch below. Indicate where your house is to help the inspector locate the squares that need replacing.

PLEASE INDICATE NORTH

TOTAL NUMBER OF SIDEWALK
SQUARES TO BE REPLACED _____



STREET NAME _____

INDICATE SIDE STREET IF CORNER LOT

STREET NAME _____

INDICATE SIDE STREET IF CORNER LOT

STREET NAME _____

Agenda Memo
Village Council Meeting
Forest Park, Illinois
February 13, 2023

Issue Statement

Request for Village Council Action: Adoption of a Resolution Approving an Agreement for Purchase by the Village of Forest Park and Its Agent, DACRA Adjudication Systems, LLC D/B/A DACRA Tech, LLC, of Computer Stored Information of the Illinois Secretary of State

Background

Every few years, the Village purchases real-time vehicle registration data, specific to the Village of Forest Park, from the Office of the Illinois Secretary of State. This data is then uploaded into the Village's vehicle registration software system which is used to administer its annual sales of vehicle licenses pursuant to [Section 6-2 of the Village Code](#). As the years go on, local vehicle registration data becomes obsolete as people move in and out of town coupled with vehicles being sold and or traded in. In order to receive this data, the Village, along with its software vendor, needs to enter into agreements with the Office of the Illinois Secretary of State that describe how the data will be used, who will have access to same, and other security considerations. The cost being charged to the Village for said data amounts to \$500.

Attachments

- Required Certified Statements by the Village and DACRA Tech, LLC regarding use;
- Office of Illinois Secretary of State Data Agreement
- Resolution Approving Agreement

RESOLUTION NO. R-_____-23

**A RESOLUTION APPROVING AN AGREEMENT FOR PURCHASE
BY THE VILLAGE OF FOREST PARK AND ITS AGENT,
DACRA ADJUDICATION SYSTEMS, LLC D/B/A DACRA TECH, LLC,
OF COMPUTER STORED INFORMATION
OF THE ILLINOIS SECRETARY OF STATE**

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

Section 1. That certain “Agreement for Purchase by the Village of Forest Park and its agent, DACRA Adjudication Systems, LLC d/b/a DACRA Tech, LLC of Computer Stored Information of the Illinois Secretary of State” (“Agreement”) between the Village of Forest Park and the Illinois Secretary of State, a copy of which is attached hereto as Exhibit “A,” is hereby approved.

Section 2. The Mayor of the Village of Forest Park is hereby authorized and directed to execute said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of February, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This ____ day of February, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT A
AGREEMENT

**AGREEMENT FOR PURCHASE BY
VILLAGE OF FOREST PARK
AND ITS AGENT, DACRA ADJUDICATION SYSTEMS, LLC D/B/A DACRA TECH, LLC
OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE**

1. This Agreement is dated as of the latest date of signature by the Parties (the "Effective Date") between Alexi Giannoulis, Secretary of State of Illinois, in his official capacity and not as an individual, with his principal address at 312 Howlett Building, Springfield, Illinois 62756, hereinafter known as "SOS," the Village of Forest Park, with its principal address located at 517 Des Plaines Avenue, Forest Park, Illinois 60130, and its agent, Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, with its principal address located at 10275 W. Higgins Road, Suite 490, Rosemont, Illinois 60018, hereinafter known as "Dacra." The Village of Forest Park and Dacra shall be referred to as "Purchasers." This Agreement shall remain in effect for two (2) years from the Effective Date, unless terminated pursuant to the terms of this Agreement.
2. Purchasers apply to SOS, and SOS agrees to provide to Purchasers, information from the SOS computer files, specifically, vehicle registration data limited to owner's name, owner's address, vehicle make, vehicle model, vehicle year, vehicle color, vehicle license plate number, and license plate expiration date, for all vehicles registered in the Village of Forest Park, zip code 60130, as outlined in **Exhibit A-1 and Exhibit A-2** to this Agreement.
3. Purchasers agree to pay all applicable statutory fees in effect, and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002. The actual cost of said information is to be specified in a separate communication among the Parties and determined when SOS has completed the requested work. Payment shall be made to SOS before delivery of the information to Purchasers and shall be made by certified check, business check, money order, approved credit cards, or other methods of payment approved by SOS.
4. Purchasers agree that they shall obtain the data from SOS, via secure FTP, on an "**AS IS**" basis. All SOS data transferred among the Parties must be transferred via secure FTP. Purchasers acknowledge that SOS compiles the data as required by statute for its own public purposes and that by providing such data to Purchasers, pursuant to this Agreement, SOS is providing only access convenient to Purchasers. SOS assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate data.
5. Purchasers warrant that the use of SOS data is in accordance with Illinois and federal laws and shall not be used for criminal or immoral purposes. Purchasers shall furnish Certified Statements of Use(s) (in the form of sworn and notarized affidavits) setting forth the specific uses being made of the information received from and subject to the approval of SOS, which shall be incorporated into this Agreement as **Exhibit A-1 and Exhibit A-2**. **Purchasers agree to neither deviate from nor alter the Certified Statements of Use(s) without the prior express written consent of SOS. This Agreement authorizes SOS or its representatives to audit Purchasers, including any and all computer systems and documents to verify that the data is being used only in accordance with the Certified Statements of Use(s). Unauthorized use and/or unauthorized access to or release of SOS data is a material breach and cause for immediate termination of the Agreement.**
6. **Purchasers agree that information received shall not be made available to other persons, firms, corporations, partnerships, or other entities without the prior express written consent of SOS, except as authorized by this Agreement.**
7. Pursuant to 92 Illinois Administrative Code 1002.60, should Purchasers redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Purchasers shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Purchasers shall make said records available to SOS upon request by SOS. Further, if any personal information is redisclosed,

then the provisions of the Federal Driver's Privacy Protection Act are applicable. 18 U.S.C. 2721 et. seq. (hereinafter referred to as "DPPA").

8. Breach by Purchasers of any of the provisions contained in this Agreement shall be deemed a material breach of this Agreement and shall be cause for immediate termination of this Agreement.
9. This Agreement authorizes SOS or its representatives access to Purchasers' computer systems to audit, verify, and assess security controls. **Failure to provide adequate security controls is a material breach and cause for immediate termination of this Agreement.**
10. **All SOS information, including but not limited to SOS information furnished to Purchasers, is for the EXCLUSIVE use of Purchasers and shall not be provided to anyone not a Party to this Agreement without the prior express written consent of SOS.** This paragraph does not prohibit Purchasers from using the information in the manner set forth in their Certified Statements of Use(s). PURCHASERS SHALL ABIDE BY AND ARE SUBJECT TO THE PRIVACY GUIDELINES IN THE DPPA. BREACH OF THIS PROHIBITION SHALL BE DEEMED A MATERIAL BREACH AND SHALL RESULT IN THE DENIAL OF THE SALE OF INFORMATION TO PURCHASERS FOR A TERM OF FIVE (5) YEARS, respectively. Purchasers agree that each of their respective employees who will be granted access to SOS information shall be given a copy of the attached DPPA describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the DPPA.
11. Dacra agrees to carry insurance policies in amounts sufficient to cover potential liabilities arising out of the provision of services under this Agreement. Dacra shall provide an insurance certificate(s) naming SOS as an additional insured on the General Liability Coverage, if applicable, Professional Liability Coverage and Cyber Liability Coverage, and shall provide the insurance certificate(s) with evidence of additional insured status and all required coverages prior to the execution of this Agreement. Insurance shall not limit Dacra's obligations to indemnify, defend or settle any and all claims.
12. Dacra shall procure and maintain the following insurance coverages throughout the term of this Agreement and any renewals thereof:
 - a. Professional Liability Coverage – Errors and Omissions insurance covering errors, omissions, or negligence in the provision of services under this Agreement with limits of at least:
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
 - b. Cyber Liability or Data/Privacy Protection insurance with limits of at least:
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
13. Prior to the execution of this Agreement, Dacra shall provide its latest Service Organization Control SOC 2, Type II report completed by a certified auditing agency, as well as any gap letters required to cover stated controls for the applicable annual period, not to exceed three (3) months, via mail or email, to Security Administrator, Department of Information Technology, 2701 South Dirksen Parkway, Springfield, Illinois 62723, securityadministrator@ilsos.gov. During the term of this Agreement, Dacra shall provide a copy of its annual SOC 2, Type II reports when said reports are certified and published and upon request from SOS.
14. As a condition precedent of this Agreement, Dacra agrees to complete the SOS Network Security Assessment and return the same to SOS prior to the execution of this Agreement.
15. Prior to the execution of this Agreement, and upon request by SOS, Purchasers shall provide to SOS the names, addresses and phone numbers of all persons responsible for managing SOS data or otherwise executing the provisions of this Agreement on behalf of Purchasers. Only persons whose names appear on that list may view, handle or access SOS data. Purchasers must immediately notify SOS of any changes in personnel that would affect this list.

16. Purchasers shall adhere to the Data Processing Confidentiality Act. 30 ILCS 585 et. seq. Purchasers agree not to use, resell, furnish, publish on the internet or otherwise make available any information supplied by SOS pursuant to this Agreement for any unauthorized reason, including but not limited to, commercial solicitation purposes to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance or verify any information that may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by 92 Illinois Administrative Code 1002.42. A violation of this provision shall result in SOS's denial of sale of information to Purchasers for a term of five (5) years and a fine of not more than \$10,000 pursuant to 18 U.S.C. §3571, respectively.
17. **Purchasers acknowledge and agree that SOS data shall not be transferred nor accessed outside of the United States, electronically or otherwise.**
18. Purchasers agree to **indemnify** and to hold SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees, and expenses incident thereto, relating to unauthorized access to and/or release of personal information resulting from the acts, omissions, negligence or misconduct of Purchasers and/or Purchasers' respective employees in the performance of this Agreement. Should Purchasers misuse any SOS resources or data or have a breach of any of the data and/or computer systems that compromises the security of SOS data that results in SOS having to notify its customers of the misuse or compromise of their information, Purchasers shall bear all notification costs, damages, liabilities, demands, expenses, including but not limited to credit monitoring, and remedial measures associated with the breach, respectively.
19. Purchasers shall take reasonable measures, in accordance with industry-recognized leading practices, necessary to prevent the unauthorized use, access and disclosure of SOS information, and to prevent unauthorized persons or entities from obtaining, accessing, or using such information. Purchasers shall abide by all applicable provisions of the Personal Information Protection Act (hereinafter referred to as "PIPA") (815 ILCS 530), including those governing the disposal of SOS data. Purchasers shall be strictly liable for any unauthorized use, access, and disclosure of SOS data, respectively. This includes, but is not limited to: data breaches, accessing databases without authority, non-party access to the database(s) or any unauthorized viewing of or use of SOS information, or altering any existing SOS information in any form.
20. Purchasers must immediately report to SOS, via telephone and in writing, any unauthorized use, unauthorized access, or misuse of SOS information, including any suspected or actual breach of or intrusion upon Purchasers' data security systems by contacting the Secretary of State Department of Information Technology (217/558-0049 and 217/557-9000) and the Office of the General Counsel (217/785-3094). If an actual or suspected breach involves SOS information, then the notification must include all names, addresses and license plate numbers of the files Purchasers know or have reason to believe may have been accessed. Furthermore, in accordance with PIPA, Purchasers shall notify Illinois residents if there is any unauthorized access, use or misuse of their personal information, or a breach involving their SOS data within Purchasers' computer systems, respectively. 815 ILCS 530.
21. A data breach constitutes a material breach. If a data security breach, as defined by SOS, occurs that impacts or may have impacted SOS data during the term of this Agreement, SOS shall terminate access and/or the Agreement as to the breaching Party. Purchasers shall allow a forensics expert selected by SOS to conduct a full and thorough investigation and report his or her findings at Purchasers' expense, respectively. Purchasers shall cooperate fully with said forensic expert during his or her investigation and shall provide him or her with all documentation, access, or other assistance the expert shall deem necessary. Purchasers agree that SOS shall have full and unfettered access to the results, including reports, of any such investigations. After SOS reviews the forensic report, SOS will determine if and when access may resume.

22. SOS security policies and all data security standards contained therein, as amended, shall be incorporated into this Agreement by reference. Purchasers shall also adhere to the NIST CSF or NIST Special Publication (SP) 800-53 Standards. Upon notice to Purchasers, SOS reserves the exclusive right to add and/or modify these policies and data security requirements referenced in this Agreement at any time during its term.
23. In no case shall SOS give any refund of any data fee once SOS has completed the work contracted for by Purchasers and presented the information to Purchasers.
24. Purchasers acknowledge that SOS agrees to provide computer accessible resources to Purchasers as an accommodation to Purchasers. SOS shall not be responsible for any failure to deliver resources in a timely manner or at all, in the event that SOS suffers a breakdown of its computer facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of SOS to provide the services described in this Agreement, which shall be known as force majeure. SOS will notify Purchasers of an event of force majeure that may delay or preclude provision of the resources contemplated under this Agreement and will notify Purchasers when such force majeure no longer exists or precludes or delays such provision of resources. SOS will refund any data fee, if applicable, paid by Purchasers for undelivered resources; however, SOS shall have no further responsibility or liability to Purchasers with respect to such undelivered resources.
25. This Agreement is subject to including but not limited to the rules outlined in 92 Illinois Administrative Code 1002, all relevant sections of the Illinois Vehicle Code, the Federal Driver's Privacy Protection Act, 18 USC 2721 et. seq., the Federal Crimes and Criminal Procedure 18 U.S.C. 2722, 2723, 2725, and 3571, the Personal Information Protection Act, 815 ILCS 530, the Data Processing Confidentiality Act, 30 ILCS 585, and the Fair Credit Reporting Act, 15 USC 1681 et seq. Purchasers agree that any dispute arising under this Agreement which cannot be resolved amicably among the Parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction Purchasers hereby submit. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
26. All notices and/or other communication must be in writing and delivered via a national transportation company (with all fees prepaid), email, facsimile, or registered or certified mail, return receipt requested and postage prepaid and must be addressed using the information specified below for that Party. A Party must maintain its current address, phone number, facsimile phone number, and email address with the other Parties. If a Party's below information changes, that Party must notify the other Parties as soon as possible.

SOS:

Rob Gamrath
General Counsel
Illinois Secretary of State
100 W. Randolph Street, #15-600
Chicago, Illinois 60601
Phone: 312-814-8430
rgamrath@ilsos.gov

Village of Forest Park

Vanessa Moritz,
Village Clerk
Village of Forest Park
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-615-6202
vmoritz@forestpark.net

Dacra Adjudication Systems, LLC
d/b/a Dacra Tech, LLC

Tami Wanless
Dacra Adjudication Systems, LLC
d/b/a Dacra Tech, LLC
707 Osterman Ave., Unit 1693
Deerfield, Illinois 60015
Phone: 847-780-9172
tami.wanless@dacratech.com

27. Purchasers agree to properly and timely dispose of the materials containing personal information, in a manner that renders the personal information unreadable and undecipherable, in accordance with the PIPA. 815 ILCS 530. Furthermore, a violation of PIPA may subject Purchasers to monetary and civil penalties not to exceed \$50,000 for each instance. 815 ILCS 530/40(d).
28. SOS shall have the right to terminate this Agreement immediately if, at any time, Purchasers shall breach any material provision of this Agreement. Any Party may terminate this Agreement upon five (5) days' written notice to the other Parties.
29. This Agreement constitutes the entire Agreement among the Parties concerning access by Purchasers to the computer resources of the SOS and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties' respective successors.
30. Purchasers shall not assign any right and/or obligation hereunder. Any attempted assignment in violation of this provision shall be void and of no effect.
31. Purchasers agree to execute such further documents and take such further steps as SOS reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
32. Purchasers shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
33. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto, unless made in writing and duly signed by all Parties. A failure of or delay by any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by any Party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.
34. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the Parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
35. The Agreement shall be executed by hard-copy signature, or by a method approved by SOS, and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by scanner/email or other electronic transmission will constitute effective delivery of this Agreement for all purposes.
36. The continuation of this Agreement and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient appropriate funds to fulfill the requirements of the Agreement. If sufficient funds as determined by the Secretary of State of Illinois are not appropriated, the Agreement shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The State will give thirty (30) days or as much notice as possible of an appropriation issue.
37. Purchasers acknowledge that a violation of PIPA constitutes an unlawful practice under the Consumer Fraud & Deceptive Business Practices Act. (815 ILCS 530/20).
38. Felony Conviction/Criminal Background Check. Purchasers certify that neither any employee nor officer of Purchasers accessing SOS data has been convicted of a felony, or, if so convicted, at least five (5) years have passed since completion of sentence as of the effective date of this Agreement (30 ILC 500/50-10).

39. All provisions of this Agreement that are reasonably intended to have effect after termination or expiration of this Agreement, including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity, and insurance requirements, shall survive such termination or expiration.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed individually or by their duly authorized officers:

DATE: _____

VILLAGE OF FOREST PARK

Signature

Print Name, Title

DATE: _____

DACRA ADJUDICATION SYSTEMS, LLC
D/B/A DACRA TECH, LLC

Signature

Print Name, Title

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

Derek "Jack" Sutphin
Vehicle Services Department

DATE: _____

Reviewed for Legal Sufficiency:

Rob Gamrath
General Counsel, Secretary of State



Rory E. Hoskins
MAYOR

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

Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Maria Maxham
COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

December 13, 2022

Illinois Secretary of State
Attn: Hope Brady
501 South Second Street, Room 400
Springfield, Illinois 62756

7012 1640 0001 3874 4183

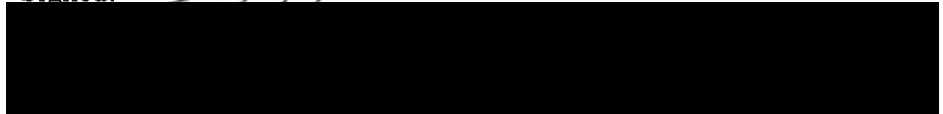
CERTIFIED STATEMENT

1. The purpose of this request for Illinois Vehicle Registration data is to ascertain compliance with Section 6-2 of the Forest Park Municipal Code where all vehicles registered or housed within the corporate limits of Forest Park shall obtain a vehicle license (sticker). Zip code for the area to be covered is 60130.
2. The specific data being requested is vehicle registration data and shall include: owner(s) name; owner(s) full address; vehicle make; vehicle model; vehicle year; vehicle color; and, vehicle license plate number.
3. The requested data will be used to cross-check the Village's vehicle license/sticker database with vehicles that are currently registered in the Village of Forest Park. Should a previous Village licensed vehicle no longer appear in the State's database, said vehicle will be removed out of the Village's database. Should it be discovered that a vehicle in the State's database is not currently licensed by the Village, the Village will issue the vehicle owner an invoice to obtain a Village vehicle license/sticker.
4. The Village acknowledges that privacy of the data will be respected; that said data will not be used for any other purposes other than what is noted above; and, that the stated purpose is authorized pursuant to the Federal Driver's Privacy Protection Act.
5. The Village acknowledges and affirms that data received from the Illinois Secretary of State will not be transferred outside of the United States, electronically or otherwise, nor will be utilized or accessed by any persons located outside of the United States.
6. Primary Contact: Vanessa Moritz, Village Clerk, Village of Forest Park, Illinois, 517 Des Plaines Avenue, Forest Park, Illinois, 60130, vmoritz@forestpark.net, 708-615-6202.
7. User list of individuals who will have access to Illinois Secretary of State data – all noted individuals are located in Forest Park Village Hall and share a common address and telephone number: 517 Des Plaines Avenue, Forest Park, Illinois, 60130, 708-366-2323. Names
8. Only the above-named individuals will have access to said data. Please note the following: the Village uses computer software services provided by DACRA Tech, LLC (DACRA) to manage a variety of

tasks; one module of said system is a vehicle sticker system commonly known as "TAG." This software module is web-based and is what the Village utilizes to maintain its database of vehicle stickers that are sold to Village residents pursuant to Section 6-2 of the Village Code. The Village pays an annual software license fee to DACRA for use of their software modules. Village vehicle data is not stored locally on the Village's computer servers; it is cloud-based data stored off-site at DACRA's data storage location. DACRA *will only need access to said data upon a software support request by the Village. See attached letter from DACRA Tech, LLC for more information.*

9. Under penalties of perjury the contents of this letter are true and accurate and this letter has been signed by an individual who is authorized to enter into agreements with a State of Illinois agency.

Signed:



Rory Hoskins, Mayor of Forest Park

Notary:

State of Illinois

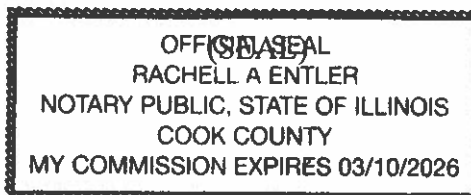
County of Cook

Signed and sworn to before me on

12/14/2022 (date)

by Rory Hoskins (Rory Hoskins)

Signature of Notary Public:





December 19, 2022

Illinois Secretary of State
Vehicle Services Department
Attn: Hope Brady
501 S. Second Street
Howlett Building - Room 411
Springfield, IL 62756

RE: Certified Statement of Use

Dear Ms. Brady:

DACRA Tech LLC. (DACRA) provides municipalities with software designed to manage various aspects of the municipality's functions. DACRA provides software services to the Village of Forest Park called TAG to assist the village to manage its vehicle sticker program. The village, from time-to-time requests vehicle registration or title data from the Office of the Secretary of State (SOS) pursuant to Illinois Vehicle Code Section 2-123, which is stored in the software service.

As such, DACRA requests access to the vehicle registration information for license plates submitted on behalf of these municipalities solely for use in the software service for the purpose of generating notices for residents regarding the municipality's vehicle sticker program. DACRA understands and acknowledges that the requested information is classified under the Federal Driver Privacy Protection Act, and any use of same for reasons other than that expressed above is strictly prohibited and subject to legal action. DACRA understands and acknowledges data will not be transferred nor accessed by anyone outside of the United States.

Vehicle registration information received by the village will be uploaded to the software service and will include the following:

- Registered Owner Name
- Registered Owner Address
- Vehicle make, model and year
- License Plate and Expiration Date

Please see Attachment A for a list of the DACRA employees who will have access to the information listed above.

DACRA does not utilize any outside vendors in this process.



Illinois Secretary of State
Vehicle Services Department
Attn: Hope Brady
Page | 2

DACRA Tech LLC is a wholly owned subsidiary of DACRA-MSI LLC. DACRA-MSI LLC is managed and wholly owned by DACRA-MSI Holdings LLC. DACRA-MSI Holdings LLC and its managers will not have access to and/or handle SOS data.

The primary point of contact for any issues or questions regarding this statement will be Tami Wanless. She can be contacted at 847.780.9172, via email at tami.wanless@DACRAtech.com or at the following address, should you have any questions or require additional information:

DACRA-MSI LLC
Attn: Tami Wanless
707 Osterman Ave
Unit 1693
Deerfield, IL 60015

Thank you in advance for your assistance in this matter. I confirm that the undersigned is duly authorized to enter into agreements with a State agency on behalf of DACRA-MSI LLC and DACRA Tech LLC. I further confirm that this letter has been signed and sworn, under penalty of perjury, in front of a commissioned Notary Public whose name does not appear as a party to the transaction.

Kind Regards,

A large black rectangular box redacting the signature of Tami Wanless.

Tami Wanless
COO

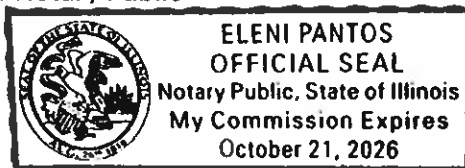
State of Illinois
County of Cook

Signed and sworn before me on (December 19, 2022) by (Tami Wanless).

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Signature of Notary Public

(SEAL)

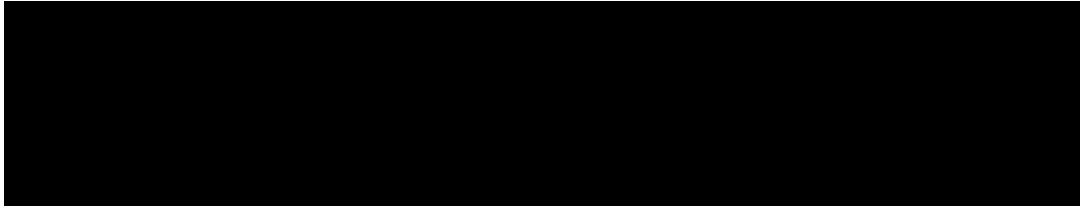


DACRA TECH LLC | 707 Osterman Ave, Unit 1693, Deerfield, IL 60015
847-490-8440



Attachment A

DACRA employees who will have access to the information listed above:



Agenda Memo
Village Council Meeting
Forest Park, Illinois
February 13, 2023

Issue Statement

Request for Village Council Action: Adoption of a Resolution Approving a Local Public Agency Joint Funding Agreement for Illinois Department of Transportation State-Let Construction Work and an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. Regarding Certain Improvements to the Van Buren Street Parking Lot and Harrison Street

Background

The Village received an Illinois Transportation Enhancement Grant (ITEP) a few years back to provide for bicycle parking facilities near the Village's two Blue Line CTA Stations (Des Plaines Avenue and Harlem Avenue). Covered bike parking facilities will be installed just north of the Forest Park CTA Station and along the north side of Harrison Street just west of Harlem Avenue later this summer.

See meeting packet from [December 13, 2021](#) for more background information about this project.

As this project is federally funded (about \$102,000; \$25,000 is the local match), the Village had to go through a QBS Process to select a Phase I/II/III Engineer to administer same. Though the Village adopted by Resolution on December 13, 2021 the selection of Christopher B. Burke Engineering, Ltd. as its selected consultant, it is at this time, just prior to bid, that the Village shall enter into the necessary agreements with its selected consultant. Furthermore, the Village shall also enter into a joint-funding agreement with the State, as the State administers project payments using the allocated federal monies.

This process is similar to the recent Jackson Street Resurfacing Project, as said project was also federally funded. The State of Illinois will handle the letting for this project, which is scheduled for early March.

Attachments

- State Joint Funding Agreement
- State Engineering Services Agreement
- Resolution Approving Said Agreements

RESOLUTION NO. R- _____ - 23

**A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY JOINT
FUNDING AGREEMENT FOR ILLINOIS DEPARTMENT OF
TRANSPORTATION STATE-LET CONSTRUCTION WORK AND AN
ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B.
BURKE ENGINEERING, LTD. REGARDING CERTAIN IMPROVEMENTS
TO THE VAN BUREN STREET PARKING LOT AND HARRISON STREET**

WHEREAS, the Village of Forest Park ("Village") and the Illinois Department of Transportation ("IDOT") are units of local government within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and both the Village and IDOT are authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into Intergovernmental Agreements; and

WHEREAS, the Village and the State of Illinois, acting through IDOT, are desirous of entering into a Local Public Agency Joint Funding Agreement for State-Let Construction Work ("LPA Participation Agreement") and the Village and Christopher B. Burke Engineering, Ltd. ("Burke") are desirous of entering into a Local Public Agency Engineering Services Agreement ("Engineering Services Agreement"), each regarding certain improvements to the Van Buren Street Parking Lot and Harrison Street ("Project") within the corporate boundaries of the Village (collectively, both the "Agreements"); and

WHEREAS, pursuant to the LPA Participation Agreement and the Engineering Services Agreement, federal and state participation amounts are not to exceed, collectively, the amount of One Hundred Thousand Two Hundred Thirty-Seven and 50/100 Dollars (\$100,237.50) and the local Village balance responsibility is Eleven Thousand One Hundred Thirty-Seven and 50/100 Dollars (\$11,137.50), for a total Project cost of One Hundred Eleven Thousand Three Hundred Seventy-Five Dollars (\$111,375.00).

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

Section 1. That "Joint Funding Agreement for State-Let Construction Work," between the Village of Forest Park and the State of Illinois, acting through IDOT, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The "Local Public Agency Engineering Services Agreement" between the Village and Burke, a copy of which is attached as Exhibit B, is hereby approved.

Section 3. The Village Council hereby approves and authorizes the expenditure of the amount of Eleven Thousand One Hundred Thirty-Seven and 50/100 Dollars (\$11,137.50), or as much as may be needed to balance the funds for the completion of the Project under the Agreements.

Section 4. The Mayor is hereby authorized and directed to execute the Agreements, as required, on behalf of the Village.

Section 5. The officials, officers, employees and agents of the Village are hereby authorized to take such actions and execute such documents as are necessary to effectuate the Agreements for the Project and to carry out the terms, provisions, and intent of this Resolution.

Section 6. This Resolution shall be in full force and effect upon its passage and approval as required by law.

Resolved this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED and filed in my office
and published in pamphlet form this
_____ day of February, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT A

**JOINT FUNDING AGREEMENT
FOR STATE-LET CONSTRUCTION WORK**



Joint Funding Agreement for State-Let Construction Work

LOCAL PUBLIC AGENCY

| | | | |
|------------------------|----------------------------|----------------|----------------|
| Local Public Agency | County | Section Number | |
| Village of Forest Park | Cook | 21-00118-00-MS | |
| Fund Type | ITEP, SRTS, HSIP Number(s) | MPO Name | MPO TIP Number |
| ITEP/STATE | 143019 | CMAP | 04-21-0015 |

Construction

| | |
|------------------|----------------|
| State Job Number | Project Number |
| C-91-175-22 | S2V2(781) |

☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

| | | | | | |
|------------------------------|-----------|--------|------------|------|----|
| Local Street/Road Name | Key Route | Length | Stationing | From | To |
| Van Buren Street Parking Lot | | NA | | | |

Location Termini

West of Des Plaines Avenue

| | | |
|------------------------|------------------------------|--------------|
| Current Jurisdiction | Existing Structure Number(s) | Add Location |
| Village of Forest Park | N/A | Remove |

LOCATION

| | | | | | |
|------------------------|-----------|--------|------------|------|----|
| Local Street/Road Name | Key Route | Length | Stationing | From | To |
| Harrison Street | | NA | | | |

Location Termini

At Harlem Avenue

| | | |
|------------------------|------------------------------|--------------|
| Current Jurisdiction | Existing Structure Number(s) | Add Location |
| Village of Forest Park | N/A | Remove |

PROJECT DESCRIPTION

Installing bicycle commuter appurtenances such as racks and pedestrian lighting near two high volume CTA Blue Line stops. In addition to the appurtenances, some combination curb and gutter, sidewalks, and high visibility crosswalk pavement markings will be installed.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ **METHOD B** - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ **METHOD C - LPA's Share** _____ **Balance** _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

| | |
|-------------------------------------|---------------------|
| <input checked="" type="checkbox"/> | 1. Location Map |
| <input checked="" type="checkbox"/> | 2. Division of Cost |
| <input checked="" type="checkbox"/> | 3. Resolution* |
| <input type="checkbox"/> | 4. |

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Rory E. Hoskins

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366005875 conducting business as a Governmental Entity.

DUNS Number 076891365

UEI JGWJBEJKDTF6

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

| | | | | |
|------------------------|--------|----------------|------------------|----------------|
| Local Public Agency | County | Section Number | State Job Number | Project Number |
| Village of Forest Park | Cook | 21-00118-00-MS | C-91-175-22 | S2V2(781) |

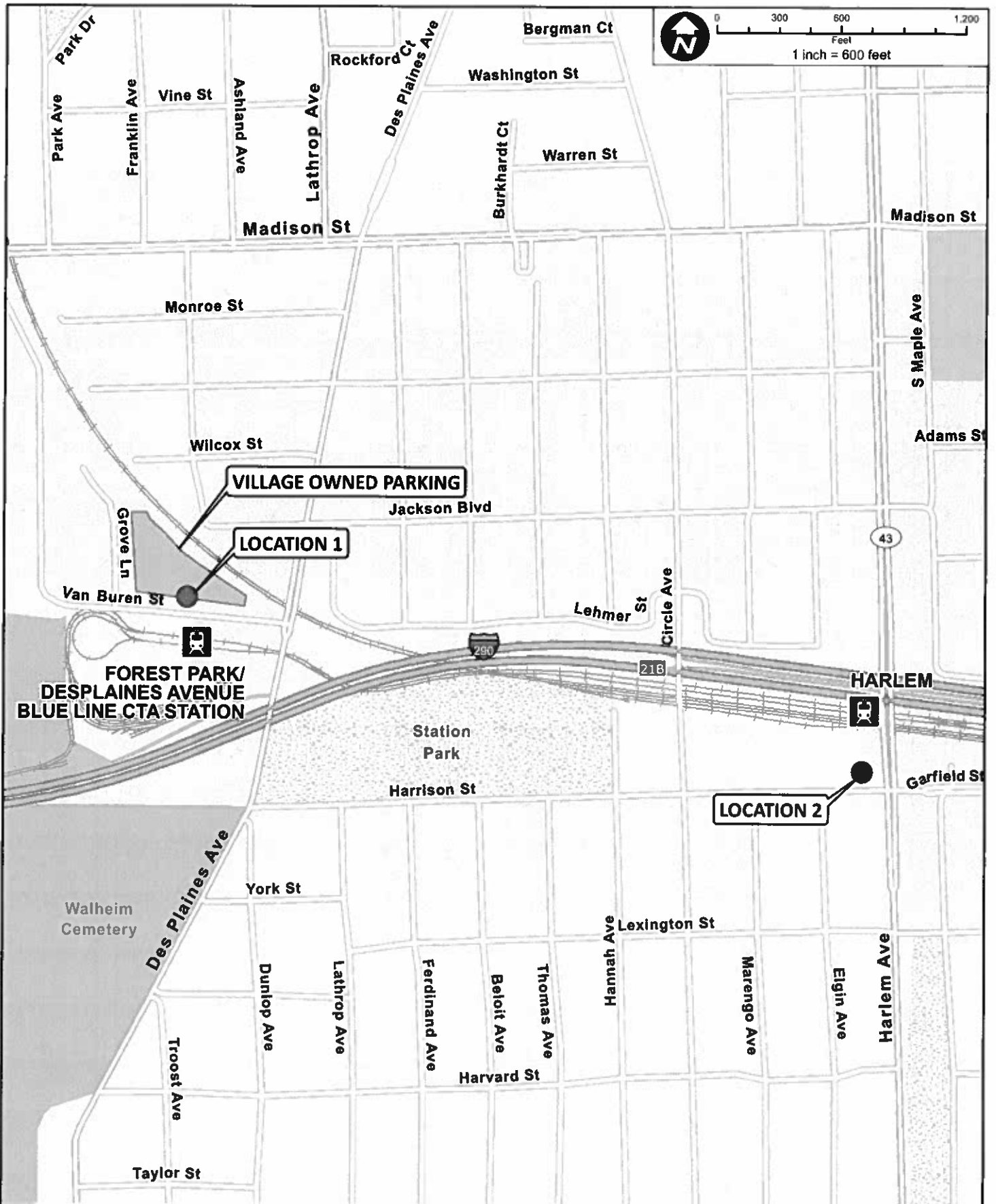
DIVISION OF COST

| Type of Work | Federal Funds | | | State Funds | | | Local Public Agency | | | Totals |
|----------------------------|---------------|-------------|-----|-------------|-------------|-----|---------------------|-------------|-----|--------------|
| | Fund Type | Amount | % | Fund Type | Amount | % | Fund Type | Amount | % | |
| Participating Construction | ITEP | \$81,000.00 | (1) | State Match | \$10,125.00 | (2) | Local | \$10,125.00 | BAL | \$101,250.00 |
| Construction Engineering | ITEP | \$8,100.00 | (1) | State Match | \$1,012.50 | (2) | Local | \$1,012.50 | BAL | \$10,125.00 |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| Total | | \$89,100.00 | | Total | \$11,137.50 | | Total | \$11,137.50 | | \$111,375.00 |

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

- 1) Maximum FHWA (ITEP) Participation 80% not to exceed \$89,100 (Construction Engineering portion 80% not to exceed \$8,100)
- 2) Maximum STATE Participation 10% not to exceed \$11,137.50 (Construction Engineering portion 10% not to exceed \$1,012.50)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



CLIENT:



TITLE:

FOREST PARK ITEP GRANT APPLICATION

PROJ NO. 000023

DATE: 05-17-16

SHEET 1 OF 1

DRAWING NO.

EXH 1

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

| | | | |
|------|----------------------|-----------|-----------|
| DSGN | | SCALE | 1:12000 |
| DWN | | AUTHOR | DWALTERS |
| CHKD | | PLOT DATE | 5/18/2016 |
| FILE | Project Location Map | | |

ADDENDA 3 –
LPA APPROPRIATION RESOLUTION

**Please attach the completed/signed LPA
Appropriation Resolution**

Please note: **The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**



Regional Engineer

Jose Rios

Contract Number

61J26

District

1

Letting Date

3/10/23

Department of Transportation

Address

201 W. Center Court

City

Schaumburg

State

IL

Zip Code

60196

Municipality

Village of Forest Park

Route

County

Cook

Project Number

S2V2(781)

Job Number

C-91-175-22

Section Number

22-00118-00-MS

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)

Date

Title

Applicants Name

Kevin Wilson, PE

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

21-18290

See attached resume.

Signature of Applicant

Date

11/22/22

Job Title of Applicant

Vice President, Asst. Head, Construction Eng.

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature

Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



YEARS EXPERIENCE: 20
YEARS WITH CBBEL: 20

EDUCATION

Bachelor of Science, 2002
Civil Engineering
University of Illinois at
Urbana-Champaign

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.059552, 2006

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 21-18290

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:

Mixture Aggregate Technician
Course

Bituminous Concrete Level 1
Technician Course

Bituminous Concrete Level 2
Technician Course

Portland Cement Concrete
Level 1

Troxler Nuclear Gauge Safety
Training Class

STTP-S11 Hot Mix Asphalt
Field Inspection

STTP-S33 Soils Field Testing
and Inspection

TT - ADA/PROWAG

Kevin Wilson, PE

Vice President, Assistant Department Head, Construction Engineering

Civil Engineer with over 20 years of construction engineering experience related to highway construction and utility installations. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, water main, sanitary sewer, storm sewer, streambank stabilization, and retaining wall construction. Civil design experience consists of resurfacing and reconstruction projects which have included water main, storm sewer, sanitary sewer, and combined sewer design.

CONSTRUCTION

FAU Route 3533 (Franklin Avenue Reconstruction) [IDOT Contract #61H14], Franklin Park: Resident Engineer for the \$22 Million reconstruction and widening of Franklin Avenue from a 2 lane roadway to a new 5 lane composite pavement section from 2022 thru 2024. The project scope included staged construction, installation of a new closed sewer system, precast box culvert along north side of the Franklin Avenue, sheet piling, temporary and permanent erosion control, water main installation, traffic signal modernization with three new signalized intersections, new roadway lighting, signing, pavement markings and landscaping improvements. The work required coordination with ComEd to relocate multiple poles and overhead/underground lines, coordination with Canadian Pacific to replace two railroad at grade crossings, and coordination with the Illinois Tollway on adjacent contracts. The project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS. CBBEL coordinated inspection services with multiple subconsultants throughout the project.

Neighborhood Storage Project - Phase 3, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 13.9 AC-FT StormTrap Doubletrap Vault (with approximately 47,500 cubic yards of excavation) at Thornwood Park and installation of various utilities and roadway improvements to reduce flooding. The utility improvements included approximately 7,500 linear feet of box culvert and storm sewer (12" to 60" diameter), 2,400 linear feet of 10" sanitary sewer installation, 1,750 linear feet of 6" and 8" water main, and landscaping restoration. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement reconstruction or resurfacing with patching was completed. The engineering team coordinated with various stakeholders throughout the project, including the Wilmette Park District and School District 39.

FAU Route 3533 (Franklin Avenue Advanced Contract) [IDOT Contract #61G76], Franklin Park: Resident Engineer responsible for the construction engineering and observation of the removal and reconstruction of the Silver Creek Box Culvert; two 12x7 box culverts were placed using precast and cast-in-place methods. Additional work under this contract included roadway reconstruction with HMA pavement, guardrail removal and installation, storm sewer, and a concrete retaining wall (using helical soil nails) under the I-294 Bridge over Franklin Avenue. Final completion included pavement markings and landscaping restoration. This project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS and we utilized HeadLight inspection software to document daily site observations.

Neighborhood Storage Project - Phase 2, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 10 acre-foot Doubletrap StormTrap underground storage basin with a Pump Station with back-up generator at Hibbard Park. Additional work required to deliver this stormwater storage project included storm sewer ranging in size from 12" diameter to 60" diameter (PVC, DIP and RCP pipes), 19"x30" elliptical RCP storm sewer, installation of 8" water main, installation of 8" sanitary main, and various types of drainage structures required to complete the work. The roadways were restored primarily by resurfacing of existing pavement with spot curb removal and replacement. Hill Street required multiple utility replacements and required pavement reconstruction with full curb and gutter removal and replacement. Additional improvements on this project included sidewalk removal and replacement, park amenities, green infrastructure, pedestrian signal upgrades, and ADA upgrades.

Neighborhood Storage Project - Phase 1, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 20.2 acre-foot StormTrap stormwater storage and detention facility and additional storm sewer ranging in size from 12" diameter to 60" diameter, and 3'x7' and 5'-6' RCP rectangular box storm sewer. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement resurfacing was completed. The proximity of the project to Highcrest Middle School and within Park District property led to a heightened need for communication and coordination with the various stakeholders. Enhanced community outreach included the use of Constant Contact, a project website, and EarthCam streaming video.

North Shore Avenue Sewer Separation, Lincolnwood: Resident Engineer responsible for the construction engineering and observation of storm sewer installation ranging in size from 12" to 60"; the purpose was to install a large diameter storm sewer system in a combined sewer area to reduce flooding and resident sewer backups. The project included a 60" storm sewer outfall to North Shore Channel; 256 feet of 60" storm sewer jacked in place under McCormick Boulevard; HMA pavement removal and replacement; and removal and replacement of PCC curb, sidewalk, and driveways. The project was funded by an MWRD grant and local funds.

Transmission Main Project, Lincolnwood: Engineering Manager and Resident Engineer (2019) responsible for the construction engineering and observation of the installation of approximately 14,000 lineal feet of 20" ductile iron water main, 4,000 lineal feet of 8" water main, and 387 lineal feet of horizontal directional drilling of 24" HDPE water main. The purpose of the project was to connect to a new water source in the City of Evanston and discontinue purchasing water from City of Chicago. Additional improvements to complete the project included storm sewer repairs; cured-in-place pipe liner; pavement patching and resurfacing; miscellaneous curb, sidewalk, and driveway repairs; landscaping; and mechanical improvements at the Village reservoir. Coordination was required with the City of Evanston, Village of Skokie, CTA, MWRD, and other various stakeholders.

Sherman Avenue Improvements, Evanston: Resident Engineer for Sherman Ave Improvements from Church St to Davis St. This streetscape project included ductile iron water main replacement, replacement of brick paver sidewalk with concrete sidewalks and brick ribbon, curb replacement, roadway resurfacing, roadway and decorative lighting replacements in Downtown Evanston. Responsibilities included construction observation, material inspection, public relations with business owners and residents, and contract documentation.

FAU Route 2853 (Chicago Avenue/Sheridan Road) [IDOT Contract #61D36], Evanston: Resident Engineer for construction of Chicago Ave through downtown Evanston and Sheridan Rd through the Northwestern University Campus to the Wilmette Village limit. Net length of improvements was 1.87 miles; Chicago Ave included HMA resurfacing, Sheridan Rd included 3 to 4 lanes of PCC reconstruction with new protected bike lanes. New items related to protected bike lane included bicycle traffic signals and radar detection. Additional work included new traffic signals, ADA improvements, water main replacement, and landscaping. Project was on an accelerated schedule in order to accommodate Northwestern University school calendar and was funded with Federal, ITEP, and Local funds.

Twin Lakes Subdivision Sidewalk Improvements, Villa Park: Resident Engineer for construction of a new sidewalk in a subdivision with an existing rural ditch typical section. Sidewalk construction included approx. 74,000 SF of new PCC Sidewalk with ADA accessible crossings. Additional improvements included installation of pipe culverts, driveway replacements, and ditch regrading to accommodate new drainage patterns. A retaining wall was installed adjacent to the sidewalk in front of Target due to ROW space restrictions. Project was funded with Federal and Local Funds.

2016 Road Program, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing or rehabilitation of 5,050 LF of roadways throughout the Village. Roadway construction included approx. 14,000 SY of HMA partial depth resurfacing, and approx. 1,300 SY of brick pavement reusing existing brick pavers. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary. Project was funded with MFT and Local Funds.

FAP Route 326 (IL 47), IDOT, Yorkville: Providing Phase III assistance to IDOT Resident Engineer and Inspectors from 2012-2015. Serving as Assistant Resident Engineer responsible for construction documentation and observation; managed CBBEL and subconsultant staff that assisted with documentation and observation. Project included 5.04 km of pavement reconstruction, lane additions, storm sewer, traffic signals, and other work along IL Route 47 from just north of IL Route 71 continuing northerly to just north of US Route 34.

ADA Ramp Program, CDOT: Resident Engineer responsible for construction engineering and observation of replacement of previously constructed ADA ramp locations not meeting CDOT ADA requirements. Far South Area included 12 ramp locations and South Area included 40 locations. CDOT QC/QA requirements for ADA ramp replacements were followed. Engineering responsibilities included submittal review, daily observation, measurement of quantities, pay estimates, coordination of material inspection, and documentation on CDOT's online web system.

Book Road LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of Book Rd from 111th St to 87th St Roadway construction included 3.07 miles of partial-depth asphalt pavement. Resurfacing required approx. 2,700 tons of Polymer HMA N50 Leveling Binder and 6,300 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new sidewalk ramps meeting ADA standards at all roadway crossings within the project limits.

Road and Relief Sewer Project, Wilmette: Project Engineer and Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of partial depth resurfacing of over 1.1 total miles of various residential roadway improvements. Utility construction included 600' of 18" sanitary sewer removal and replacement, 396' of 18" Relief Sewer, 768' of 24" Relief Sewer, 984' of 42" Relief Sewer, 14 Relief Sewer manholes and a 10' diameter junction chamber. Project was funded using MFT and Local Funds.

Conway Park Sidewalk Improvements, Conway Park Owners Association, Lake Forest: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of constructing a 36,000 SF sidewalk to provide a continuous walking path throughout the Conway Park office park corridor. Additional improvements included removing and replacing curb and gutter, improving handicap accessibility, pavement markings, and landscaping regarding and restoration.

Glenview Road Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of resurfacing over 0.5 miles asphalt pavement. Additional improvements included curb and gutter spot repairs, sidewalk replacement, and PCC Driveway replacement. Detector loop replacement was coordinated with CCHD. Project was funded using ERP funds.



Certificate of Proficiency

This certificate is awarded to

Kevin Edward Wilson

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 21-18290
Effective Date: 2/15/2021
Expiration Date: 2/15/2025
Professional Development Hours: 14

Tim Kell

Tim Kell - Engineer of Construction

Gregory J. Renshaw

Gregory J. Renshaw, P.E. - Senior Research Engineer ICT



Regional Engineer

Jose Rios

Contract Number

61J26

District

1

Letting Date

3/10/23

Department of Transportation

Address

201 W. Center Court

Municipality

Village of Forest Park

Route

County

Cook

City

State

Zip Code

Schaumburg

IL

60196

Project Number

S2V2(781)

Job Number

C-91-175-22

Section Number

22-00118-00-MS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

11/22/22

Applicants Name

Brad Bahn, PE

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 19-15163

See attached resume.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date



Brad Bahn, PE

Construction Engineer

YEARS EXPERIENCE: 20
YEARS WITH CBBEL: 4

EDUCATION

Bachelor of Science, 2002
Civil Engineering
University of Illinois at
Urbana-Champaign

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.064138, 2011

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 19-15163

ICORS Training
Seminar, IDOT

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

Illinois Tollway Construction
Managers Workshop, ACEC

OSHA 30-Hour Construction
Safety and Health,
ClickSafety

ACI Level I Concrete

CTA 3rd Rail Safety Training

IDOT QC/QA Courses:

STTP-S33 Soils Field Testing
and Inspection Course

Level I Concrete

Level I Aggregate

Civil Engineer experienced in construction engineering. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, bridge, sanitary sewer, storm sewer, traffic signal, erosion control, and various utility construction.

Software Experience: E-Builder, Microsoft Word and Excel, ICORS

14th Street Resurfacing, Forest Park: Resident Engineer. This CDBG project consisted of the removal and resurfacing of the asphalt pavement between the limits of Circle Avenue and Harlem Avenue. Also included in the contract were aesthetic upgrades including sidewalk replacement, curb and gutter replacement, parkway restoration and thermoplastic pavement markings at the intersections and also east parking lot. Bid Value of the project was \$170,000.

Water Main Resurfacing (Thomas & Monroe), Forest Park: Resident Engineer. This project involved the installation of nearly 2,000 feet of new 8-inch ductile water main and 80 new copper water services. Additionally, four blocks of Village streets were resurfaced (1,250 tons) as part of these efforts. The contract also allocated funding to sidewalk (7,000 SF), curb and gutter (2,200 feet), ADA improvements, and parkway restoration (1,600 SY).

Circle Avenue Sewer Separation Improvements, Forest Park: Resident Engineer. This project, in conjunction with IGA funding from MWRD, included the separation of the existing combined sewer system into a storm sewer and sanitary sewer system to alleviate localized flooding within the affected area. The project included 3,300 feet of new storm sewers, 1,400 feet of new sanitary sewer and 1,000 feet of new water main improvements. The project was substantially complete within five months.

CTA Blue Line Parking Lot Improvements, Forest Park: Resident Engineer. This grant funded project included the removal and replacement of the asphalt surface of the existing CTA Blue Line Parking Lot. The improvements also consisted of 3,100 tons of hot-mix asphalt; 5,700 SF of PCC sidewalk replacement; 770 feet of curb and gutter replacement; and 26 drainage structure adjustments over the entire 390-space capacity parking lot. This project was completed in two stages over 16 working days with minimal adverse affects to local residents.

Sand Ridge Bike Trail (IDOT Contract No. 61E95), FPDCC: Resident Engineer. Located in Calumet City, this contract included the construction of a new, multi-use path adjacent to 159th Street between the Sand Ridge Nature Center and Green Lake Aquatic Center. The contract bid value was \$608,000. CBBEL's responsibilities included both on-site inspection and construction management of the project, including, but not limited to, oversight of daily construction activities, submission of project pay applications, utilities coordination, QC/QA compliance, erosion control, inspection of HMA, concrete & electrical, client correspondence, project schedule review & submission of weekly reports to IDOT.

Wolf Road Resurfacing (IDOT Contract No. 61E63), Northlake: Inspector for the resurfacing of 0.62 miles of roadway between North Avenue and Winters Drive. Work included HMA surface removal, concrete base repairs, installation of area reflective crack control, over overlaying with hot mixed asphalt, sidewalk and curb and gutter repairs, pavement striping, and landscaping restoration. Project was constructed using FAU and local funds. Phase III services included daily inspection and documentation of contract quantities per IDOT Standards.

Jane Addams Memorial Tollway (I-90) Roadway & Bridge Reconstruction, Illinois Tollway*: Assistant Resident Engineer.

Corridor Repairs & Bridge Rehabilitation (I-294/I-94), Illinois Tollway*: Resident Engineer.

Belvidere Road over I-94 Bridge Reconstruction, Illinois Tollway*: Resident Engineer.

I-294 South Tri-State CCTV Installation, Illinois Tollway*: Resident Engineer.

I-294 North Tri-State CCTV & RTMS Installation, Illinois Tollway*: Resident Engineer.

North Avenue Pedestrian Bridge over Lake Shore Drive, CDOT*: Resident Engineer.

Clark-LaSalle/Division Subway Renovation Project, CDOT*: Field Inspector.

2014 Pavement Maintenance Program (North Region), DCDOT*: Field Inspector.

Huntley Road Traffic Signal Interconnect, KDOT*: Resident Engineer.

I-394 over Plum Creek, IDOT*: Field Inspector.

**prior experience*



Certificate of Proficiency

This certificate is awarded to

Brad Steven Bahn

for successfully completing the examination for
Documentation of Contract Quantities

Certificate Number: 19-15163
Effective Date: 1/10/2019
Expiration Date: 1/10/2023
Professional Development Hours: 18

A handwritten signature in black ink, appearing to read 'Paul A. Loete'.

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

A handwritten signature in black ink, appearing to read 'Gregory J. Renshaw'.

Gregory J. Renshaw, P.E. - Senior Research Engineer ICT

EXHIBIT B

LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT



| | | | |
|--|------------------------------|----------------------------------|---------------------------------|
| Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Agreement For Federal CE | Agreement Type Original |
| LOCAL PUBLIC AGENCY | | | |
| Local Public Agency Forest Park | County Cook | Section Number 21-00118-00-MS | Job Number C-91-175-22 |
| Project Number S2V2(781) | Contact Name Moses Amidei | Phone Number (708) 615-6201 | Email mamidei@forestpark.net |

| | | | |
|--|-----------|--------|-----------------------|
| SECTION PROVISIONS | | | |
| Local Street/Road Name Van Buren Street Parking Lot | Key Route | Length | Structure Number - |
| Location Termini | | | Add Location |
| | | | Remove Location |

| | | | |
|---|-------------------|--------|-----------------------|
| SECTION PROVISIONS | | | |
| Local Street/Road Name Harrison Street | Key Route 1046 | Length | Structure Number - |
| Location Termini | | | Add Location |
| | | | Remove Location |

| | |
|--|--|
| Project Description | |
| Installation of bicycle commuter appurtenances such as bike shelter, bike racks, and bike repair stations near two high volume CTA Blue Line stops. In addition, there will be sidewalk replacement along with all incidental and collateral work necessary to complete the project. | |
| Engineering Funding | <input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input checked="" type="checkbox"/> State <input type="checkbox"/> Other IL / TAP / Local |
| Anticipated Construction Funding | <input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input checked="" type="checkbox"/> State <input type="checkbox"/> Other IL / TAP / Local |

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

| | | | |
|---|----------------------------------|--------------------------------|----------------------------|
| Prime Consultant (Firm) Name Christopher B. Burke Eng., Ltd. | Contact Name Kevin Wilson, PE | Phone Number (847) 833-0274 | Email kwilson@cbbel.com |
| Address 9575 W. Higgins Rd, Suite 600 | City Rosemont | State IL | Zip Code 60018 |

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|----------------------------------|--|
| Regional Engineer | Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT |
| In Responsible Charge Contractor | A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded |

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate _____ (Maximum Fee \$150,000) (For Federal Projects this is limited to testing services only)

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT,
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

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

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

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|---------------------------------|--------------------|------------------|
| Christopher B. Burke Eng., Ltd. | 36-3468939 | \$8,403.00 |

| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
|-----------------------------|--------------------|------------------|
| Testing Service Corporation | 35-0937582 | \$1,722.00 |
| Subconsultant Total | | \$1,722.00 |
| Prime Consultant Total | | \$8,403.00 |
| Total for all work | | \$10,125.00 |

AGREEMENT SIGNATURES

Attest: The Village of Forest Park

By (Signature & Date)

| |
|--|
| |
|--|

By (Signature & Date)

Local Public Agency

Forest Park

Local Public Agency Type

Village

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Christopher B. Burke Eng., Ltd.

By (Signature & Date)

| |
|--|
| |
|--|

By (Signature & Date)

Signature & Date

Title

Vice President

Title

President

| | | | |
|---------------------|---------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Forest Park | Christopher B. Burke Eng., Ltd. | Cook | 21-00118-00-MS |

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Village of Forest Park has initiated a project requiring Phase III Professional Engineering Services by Christopher B. Burke Engineering, Ltd. (CBBEL) for the proposed Van Buren Parking Lot and Commuter Bike Facilities Project.

The project consists of installing bicycle commuter appurtenances such as bike shelter, bike racks, and bike repair stations near two high volume CTA Blue Line stops. In addition to the appurtenances there will be sidewalk replacement along with all incidental and collateral work necessary to complete the project shown on the plans.

CBBEL will serve as the Village's representative during the entire duration of the construction project. The following scope is to be performed by CBBEL throughout the project duration.

Task 1 - Preconstruction Services

Review of Existing Data: Resident Engineer and staff will review plans, specifications and contract documents.

Preconstruction Meeting: CBBEL staff will attend and take meeting minutes for the preconstruction meeting held at IDOT.

Task 2 - Shop Drawing / Submittal Review

CBBEL staff will review shop drawings and submittals for the traffic signal items, detector loop replacement, concrete mixtures, ADA sidewalk panels, and other elements as required. This task includes check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.

Shop Drawings and Contractor Submittals:

- Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

Task 3 - Construction Observation

This task assumes full time construction observation of a construction schedule of 15 Working Days by the Contractor.

Observation Services: CBBEL staff will perform the following tasks daily or as required by the Contractor's activities:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction for compliance to the plans and specifications.

| | | | |
|---------------------|---------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Forest Park | Christopher B. Burke Eng., Ltd. | Cook | 21-00118-00-MS |

- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain a daily record of the Contractor's activities throughout construction including information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
- Prepare and submit all partial and final material documentation. This documentation will be completed using the MISTIC Entry Database.
- Conduct project meetings (as required).

Task 4 - Construction Documentation

1. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Task 5 - Materials QA Testing

The Contractor will be required to provide the Quality Control (QC) Testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the subsequent Quality Assurance (QA) Testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures. Materials Testing will be performed by Testing Service Corporation.

Task 6 – Post Construction / Project Closeout

Prepare Punchlist: CBBEL staff will prepare and distribute the final punchlist to all parties and verify when completed.

Final Documentation:

- Final documentation, IDOT audit, and project closeout with Village of Forest Park and IDOT.

Task 7 – Record Drawings

- Final mark-up of record drawings (redlines).

| | | | |
|---------------------|---------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Forest Park | Christopher B. Burke Eng., Ltd. | Cook | 21-00118-00-MS |

**EXHIBIT B
PROJECT SCHEDULE**

| |
|---|
| PROJECT SCHEDULE IDOT Letting: 3/10/23 Preconstruction Services: April 2023 Construction Observation/Documentation: May 2023 - June 2023 Project Closeout: July 2023 |
|---|

| | | | |
|---------------------|---------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Forest Park | Christopher B. Burke Eng., Ltd. | Cook | 21-00118-00-MS |

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

| | |
|----------------------------------|---|
| Using Federal Funds? | The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project. |
| Agreement For | If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE. |
| Agreement Type Number | From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase. |
| Local Public Agency | |
| Local Public Agency | Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages. |
| County | Insert the name of the county in which the LPA is located. |
| Section Number | Insert the section number applied to this project without dashes, dashes are automatically inserted. |
| Job Number | Insert the job number assigned for the project, if applicable. |
| Project Number | Insert the project number assigned for this project, if applicable. |
| Contact Name | Insert the name of the LPA contact for this project. |
| Phone Number | Insert the phone for the LPA contact listed to the left without dashes. |
| Email | Insert the email for the LPA contact listed to the left. |
| Section Provisions | |
| Location | Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various. |
| Local Street/Road Name | Insert the local street/road name. |
| Key Route | Insert the key route of the street/road listed to the left, if applicable. |
| Length | Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01. |
| Structure Number | Insert the existing structure number(s) for this project. |
| Location Termini | Insert the beginning and ending termini as it pertains to this location for this project. |
| Add Location | Use this button to add additional location. |
| Remove Location | Use this button to remove a location added in error. Please note that at least one location is required. |
| Project Description | Insert a description of the work to be accomplished by this project. |
| Engineering Funding | Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked. |
| Anticipated Construction Funding | Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." |

Instructions for BLR 05530 - Page 2 of 3

| | |
|--------------------------------|---|
| Agreement For | Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type. |
| Consultant | |
| Primary Consultant (Firm) Name | Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages. |
| Contact Name | Insert the name of the contact for the firm listed to the left. |
| Phone Number | Insert the phone number for the contact listed to the left, without dashes. |
| Email | Insert the email of the contact listed to the left. |
| Address | Insert the address of the firm listed to the left. |
| City | Insert the city of the firm listed to the left. |
| State | Insert the state of the firm listed to the left. |
| Zip Code | Insert the zip code of the firm listed to the left. |
| Agreement Exhibits | Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit. |
| Exhibit A | Insert the scope of services covered by this agreement/ project. This exhibit is required. |
| Exhibit B | Insert the project schedule that applies to this agreement/ project. This exhibit is required. |
| Exhibit C | Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16. |
| Exhibit D | Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise. |
| Exhibit | Use the remaining boxes and lines to add additional exhibits as needed. |
| LPA Agrees | |
| Method of Compensation | <p>Select the method of compensation for this agreement by checking the applicable box.</p> <p>If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.</p> <p>If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.</p> <p>If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.</p> <p>If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.</p> |

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

| | |
|------------------------------|---|
| Prime Consultant (Firm) Name | Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement. |
| TIN/FEIN/SS | Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS). |
| Agreement Amount | Insert the maximum agreement amount. |
| Subconsultant(s) | As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet. |
| TIN/FEIN/SS | Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS). |
| Agreement Amount | Insert the maximum agreement amount for the subconsultant listed to the left. |
| Add Subconsultant | If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information. |
| Subconsultant Total | This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed. |
| Prime Total | This field is automatically completed, it is the amount of the prime consultant fee as listed above. |
| Total for All | This field is automatically completed, it is the sum of the subconsultant and the prime total. |

Agreement Signatures

Executed by LPA

| | |
|--------------------------|---|
| Local Public Agency Type | From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village. |
| Local Public Agency | Field populated from the Local Public Agency entered on the first pages of the agreement. |
| By | The LPA clerk will sign here. |
| By | The LPA official authorized to sign this agreement will sign and date here. |
| Seal of LPA | The LPA will seal the document here. |
| Title | Insert the title of the LPA official who signed above. |

Executed by the Engineer

| | |
|------------------------------|--|
| Prime Consultant (Firm) Name | Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement. |
| By | The person(s) authorized to sign this agreement from the engineering firm will sign and date here. |
| Title | Insert the title of the person signing above. |

For Agreement using MFT or State Funds only:

| | |
|-------------------|--|
| Regional Engineer | Upon approval the Regional Engineer will sign and date here. |
|-------------------|--|

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

Agenda Memo
Village Council Meeting
Forest Park, Illinois
February 13, 2023

Issue Statement

Request for Village Council Action: Adoption of a Resolution in Support of an Application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for the Harlem Avenue Multimodal Bridge Project

Request for Village Council Action: Policy Direction by the Village Council Regarding Sending Letter Regarding Local Match Commitment for the Harlem Avenue Multimodal Bridge Project

Background

The Village of Oak Park is coordinating a partnership with the Villages of Forest Park and River Forest to apply for a Federal RAISE Grant that would provide for 80% of funding that is needed to reconstruct the viaduct bridge located on Harlem Avenue at the north end of town.

A reconstruction of this bridge is needed in light of it being too low, especially as it is located along a major north-south vehicular transportation corridor. Further improvement of this viaduct will also allow for better traffic flow along said corridor.

Efforts to commence the design and construct this improvement have gone on at least since the early 2000's. Phase I engineering for the project began several years ago and hit a standstill; these efforts hopefully will soon progress towards completion as the State of Illinois is now funding the completion of same.

A similar effort to apply for federal funding to make this project a reality took place back in 2019. A TIGER grant was applied for, however, our Villages were not successful in said grant application.

Like the 2019 effort, Oak Park is coordinating a grant application effort utilizing the same consultant who has familiarity with the project in efforts to procure federal funds via a RAISE grant. The cost associated with said grant application utilizing said consultant is \$15,000; of which, Forest Park's share is 25%, or \$3,750.

As the chart illustrates below, 2023 project estimates now has this project costing around \$35,000,000.

A federal RAISE grant will provide 80% of funding; a 20% local share is required. Local shares can be in the form of local (municipal) monies, State monies, or other grants. Utilizing the funding share breakdown that was agreed to in 2008, Forest Park's exposure in this model is 25% (future cost share responsibilities between all parties moving forward would need to be agreed to via an IGA).

Staff is requesting that the Village Council adopt the attached resolution affirming the Village's commitment to pay for 25% of the fee associated with the submission of a RAISE grant for the Harlem Avenue Viaduct Improvement Project. The professional services fees associated with this grant

submission will be paid for by the Village of Oak Park; Forest Park and River Forest will reimburse Oak Park their respective shares.

Secondly, similar to the 2019 TIGER grant submission effort, the RAISE grant application effort will also require that each Village submit a letter committing to contributing their local share, as said grant has a 20% local share component. See attached 2019 example letters from Oak Park and River Forest (Forest Park's letter could not be located at the time of this memo's writing). Again, the Village Council shall authorize staff to compose a similar letter; current model suggests Forest Park's potential exposure to be \$2.5 million.

It shall be noted that staff anticipates utilizing Brown TIF monies to pay for Forest Park's local share. Should the Villages be awarded said RAISE grant, it is hoped that all of our Village's local share can be minimized by pursuing other funding sources such as State monies or other grants. However, should our Villages not be successful in receiving federal assistance with this project, there is potential that our collective Villages local share exposure may exceed what is noted below.

| | Total | Fed Share (80%) | Oak Park | Forest Park | River Forest |
|--|------------------|------------------|-----------------|-----------------|-----------------|
| ROW Acquisition | \$ 142,000.00 | \$ - | \$ 71,000.00 | \$ 35,500.00 | \$ 35,500.00 |
| Design | \$ 3,550,000.00 | \$ - | \$ 1,775,000.00 | \$ 887,500.00 | \$ 887,500.00 |
| Construction (80% Feds/20% Local) | \$ 27,360,000.00 | \$ 21,888,000.00 | \$ 2,736,000.00 | \$ 1,368,000.00 | \$ 1,368,000.00 |
| Construction Engineering (80% Feds/20% Local) | \$ 3,550,000.00 | \$ 2,840,000.00 | \$ 355,000.00 | \$ 177,500.00 | \$ 177,500.00 |
| | \$ 34,602,000.00 | \$ 24,728,000.00 | \$ 4,937,000.00 | \$ 2,468,500.00 | \$ 2,468,500.00 |
| *Note: ROW Acquisition costs are estimates and not broken down by location at this time. | | | | | |
| ** Note: RAISE Grant has a \$25 million max. Design is shown as locally funded for this grant. The Villages will look for other funding opportunities for this design. | | | | | |

Attachments

- Resolution authorizing Village's participation in grant submission;
- Copy of consultant proposal;
- Copy of 2019 Oak Park and River Forest cost share letters.

RESOLUTION R- _____ - 23

**A RESOLUTION IN SUPPORT OF AN APPLICATION FOR A REBUILDING AMERICAN
INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT APPLICATION
FOR THE HARLEM AVENUE MULTIMODAL BRIDGE PROJECT**

WHEREAS, the Villages of Forest Park, Oak Park and River Forest share jurisdictional boundaries at the location of the Harlem Avenue viaduct; and,

WHEREAS, in addition, the Harlem Avenue viaduct serves a major transportation corridor for vehicles, Union Pacific, Metra and the Chicago Transit Authority; and,

WHEREAS, the Villages of Forest Park, Oak Park and River Forest have been previously awarded a grant to study the feasibility of improving the Harlem Avenue viaduct; and,

WHEREAS, the Villages of Forest Park, Oak Park and River Forest agree that the Harlem Avenue viaduct improvements in the feasibility study should be constructed and now seek financial assistance through the RAISE grant program to ensure the Harlem Avenue Multimodal Bridge Project can be accomplished to protect the health, safety and welfare of the communities.

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

Section 1. The Village of Forest Park (“Village”) supports the application for a RAISE shared fund grant application for the Harlem Avenue Multimodal Bridge Project in conjunction with the Villages of Oak Park and River Forest, and authorizes payment of an amount not to exceed twenty-five (25%) percent of the grant preparation and application cost, equal to Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars.

Section 2. The Village Administrator is authorized to act on behalf of the Village in the execution of documents relating to the application of the RAISE shared fund grant for the Harlem Avenue Multimodal Bridge Project.

Section 3. This Resolution shall be in full force and effect from and after its passage, by a vote of a majority of the corporate authorities.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of February, 2023.

Rory Hoskins, Mayor

ATTESTED and filed in my office, and published in pamphlet form this _____ day of February, 2023.

Vanessa Moritz, Village Clerk

Village of Oak Park
Department of Public Works
Engineering Division
MEMORANDUM

February 6, 2023

TO: Kevin J. Jackson

CC: Ahmad Zayyad, Lisa Shelly, Paul Stephanides, Rob Sproule

FROM: Bill McKenna

RE: Agreement for Harlem Avenue Bridge Replacement project RAISE Grant Application Preparation

The Federal Department of Transportation recently announced a Notice of Funding Opportunity for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program. RAISE grants (formerly TIGER grants) are for surface transportation projects which will have significant local or regional impacts and improve transportation infrastructure and can only be used for projects that have a minimum of \$5 million in construction costs. Staff recommends submitting a RAISE Grant application for the proposed Harlem Avenue Bridge Replacement Project. RAISE Grant applications are due February 28th.

RAISE Grant applications are significant applications to complete and require detailed benefit to cost analysis in addition to the project narratives. In order to complete the grant application, the Engineering Division requested a proposal from Sam Schwartz Consulting. The Engineering Division did not request proposals from multiple consultants for this work as Sam Schwartz previously assisted the Village with TIGER grant applications for this same project and is best suited for this work due to their familiarity with the project and they have completed RAISE Grant applications for other communities.

The Village has previously submitted grant applications for this project and historically the Villages of River Forest and Forest Park have each paid 25% of the costs associated with preparing the grant applications. The total costs for preparing the grant application is not to exceed \$15,000. Should the two neighboring Villages contribute to these costs, the Village of Forest Park and River Forest would reimburse the Village for their 25% share (\$3,750 each) and the Village's share would be \$7,500. There are available funds for this work in the FY23 Budget in the Capital Improvement Fund, Public-works-Engineering, External Support account no. 3095.43780.101.530667.

Please execute the attached Professional Services Agreement for this work and please contact the Village Administrators for River Forest and Forest Park to get their approval for any cost sharing for this work.

Sam Schwartz
223 W. Jackson Blvd., Suite 1101
Chicago, IL 60606
(773) 305-0800
samschwartz.com

**Sam
Schwartz**

February 3, 2023

Eric Otto
Civil Engineer
Village of Oak Park
201 South Blvd
Oak Park, IL 60302

RE: RAISE Grant Assistance

Dear **Error! No text of specified style in document.:**

Sam Schwartz Consulting, LLC, is pleased to submit this proposal to support the Village of Oak Park in completing a grant application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program 2023 for the Harlem Avenue Multimodal Bridge Project.

We will draw from past work with Oak Park for previous TIGER grant cycles, as well as our recent successful support of the Town of Munster, Indiana's 2022 RAISE application. Sam Schwartz is prepared to fulfill the grant support services within the required timeline for the Village to submit the application to the Department of Transportation.

The proposed scope of work and schedule is outlined in the following pages. Sam Schwartz' estimated fee for these services is not to exceed \$15,000 and will be billed on a time and materials basis.

If you accept this scope of services and budget, please sign where indicated and return a copy of the proposal. We look forward to continuing our work with the Village. Please contact me with any questions regarding this submittal.

Sincerely,



Stacey Meekins, AICP
Principal
312-736-2547

RAISE Grant Assistance

Project Understanding & Scope of Work

Sam Schwartz Consulting (Sam Schwartz) will assist the Village of Oak Park in preparing a grant application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program 2023 for the Harlem Avenue Multimodal Bridge Project. Sam Schwartz will work closely with the Village to update previous materials to align with RAISE criteria. Our team will facilitate a process that incorporates opportunity for review and feedback prior to the grant application deadline of February 28, 2023.

Task 1: Client Coordination & Background Research

Our team will coordinate with the Village throughout the compressed project schedule. This will include at minimum weekly check in calls, with ad hoc correspondence and calls as needed. Sam Schwartz will begin by reviewing previous materials provided by the Village (via Dropbox) as well as FTA grant application guidance, including how the application criteria has changed since the Village's last TIGER submission. Within a week of project start, the team will draft and application outline for the Village's review and comment.

Task 2: Draft Grant Narrative

Sam Schwartz will prepare a full draft narrative of the grant application for review and approval by the Village. The narrative will be tailored to align with RAISE 2023 priorities and criteria, making a strong case for the Village's application. It will define existing issues and transportation challenges and how the bridge project addresses them, clearly describe local and regional impacts and outcomes, highlight the project's ability to improve access to safe, reliable, and affordable transportation for underserved communities, and explain how the project considers climate change and racial equity. Supporting graphics will be prioritized to the extent that they strengthen the application and make it attractive and visually compelling.

Task 3: Benefit Cost Analysis

The team will prepare a benefit cost analysis (BCA) based on federal guidance for the Village's review and approval. Cost elements are assumed to be provided by Lochner via the Village.

Task 4: Final Grant Materials

Sam Schwartz will revise the grant application narrative and BCA based on feedback from the Village and prepare final grant materials. The Village will be responsible for collecting letters of support from relevant agencies and elected officials.

Sam Schwartz will internally QA/QC all final materials before submitting the Village, no later than February 24, 2023.

Project Schedule

| Week Of | Feb 6 to 10 | Feb 13 to 17 | Feb 20 to 24 |
|---------------------|-------------|--------------|--------------|
| Background research | | | |
| Client coordination | | | |
| Application outline | | | |
| Draft content | | | |
| Draft BCA | | | |
| Revised content | | | |
| Final application | | | |

FEE SUMMARY AND AUTHORIZATION

Sam Schwartz is requesting a fee not to exceed \$15,000 for completion of the tasks detailed above.

If you approve this fee for additional work completed, please return a signed copy of this agreement. If you have any questions, please do not hesitate to email or call. We look forward to continuing working with you on this exciting project.

AUTHORIZATION TO PROCEED ACCEPTED BY:

| | |
|-----------|---------------------|
| _____ | _____ |
| Signature | Name (please print) |

| | |
|-----------------|-------|
| _____ | _____ |
| Title & Company | Date |

BY SIGNING THIS DOCUMENT, YOU CERTIFY THAT YOU ARE AUTHORIZED TO ENTER INTO BINDING CONTRACTS ON BEHALF OF YOUR ORGANIZATION.



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of February, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Sam Schwartz Consulting, LLC, an foreign limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the “Consultant”).

RECITAL

WHEREAS, the Village intends to have professional services performed by Consultant to provide RAISE grant assistance pursuant to Consultant’s Proposal dated February 3, 2023, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional engineering and planning services, as more completely described in the Consultant’s proposal (hereinafter referred to as the “Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Stacey Meekins as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$15,000. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be affected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. **INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

| | |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| Personal Injury | \$ 1,000,000.00 |
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case

employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or

agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance

with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review

and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

12. SAVINGS CLAUSE.

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

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS

5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

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

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Email: bmckenna@oak-park.us

If to the Consultant:

Stacey Meekins, AICP
Principal
233 W. Jackson Blvd., Suite 1101
Chicago, Illinois 60606
Email: stacey.meekins@samschwartz.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

SAM SCHWARTZ CONSULTING, LLC

By: Kevin J. Jackson
Its: Village Manager

By: Stacey Meekins
Its: Principal

Date: _____, 2023

Date: _____, 2023

ATTEST:

By:
Its:

Date: _____, 2023



VILLAGE PRESIDENT

Catherine M. Adduci

VILLAGE CLERK

Kathleen Brand-White

VILLAGE TRUSTEES

Thomas Cargie
Susan J. Conti
Carmela Corsini
Michael Gibbs
Patricia Henek
Respicio Vazquez

March 8, 2019

Village President Village of Oak Park
123 Madison Street
Oak Park, IL 60302

RE: STP Grant Letter of Commitment – Harlem Avenue Multimodal Bridge Replacement Project

President Abu-Taleb:

The Village of River Forest is excited to participate in the joint Surface Transportation Program (STP) Shared Fund grant application for the Harlem Avenue Multimodal Bridge Replacement project. Please accept this letter as a commitment of the Village of River Forest for funding up to 25% of the cost of the local match for this project. We anticipate this cost would be approximately \$1,500,000 for the Village of River Forest's share.

The Village has the financial feasibility to pay for its share of this project. The Village would pay for this project using the following:

1. Capital Improvement Fund – The Village maintains a separate fund for capital improvements which is funded from parking revenue and red light camera revenue.
2. Motor Fuel Tax Fund – The Village receives funds on a monthly basis from the State of Illinois for applicable capital projects that occur in the rights-of-way which we believe this project would qualify.
3. General Fund Reserves – The Village maintains a fund balance of at least 25% and currently has approximately 35% on hand.

Finally, in the event the aforementioned funds were unavailable, as a non-home rule community, the Village maintains a limited debt authority to issue general obligation bonds without voter approval. The existing debt will be paid in full by December 1, 2019 and the Village will have the ability to issue additional debt after that point to pay for our portion of this project.

Should the Village be awarded the STP Shared Fund grant, the Villages of Forest Park, Oak Park, and River Forest will be required to enter into an Intergovernmental Agreement to fund the local match for this project.

Sincerely,

Eric Palm
Village Administrator



The Village of Oak Park
708.383.6400
Village Hall
Fax 708.383.6692
123 Madison Street
www.oak-park.us
Oak Park, Illinois 60302-4272
village@oak-park.us

March 11, 2019

Ms. Kama Dobbs
Senior Program Analyst
Chicago Metropolitan Agency for Planning
233 S. Wacker Drive, Suite 800
Chicago, Illinois 60606

Re: STP Shared Fund Grant Joint Application

Dear Ms. Dobbs:

The Village of Oak Park (Oak Park) is excited to submit a joint application for the Surface Transportation Program (STP) Shared Fund Grant for the Harlem Avenue Multimodal Bridge Replacement Project (Project) along with the Villages of Forest Park and Village of River Forest. The Resolution adopted by the Oak Park Board authorizing the application is attached.

Oak Park fully understands that its commitment to the Project will require a local funding match for the Project's design and construction. Oak Park intends to fund up to 50% of the cost of the local match for the design and construction of this project which is currently estimated at approximately \$3,000,000. Should the Villages be awarded the STP Shared Fund Grant, funds for Oak Park's local match will be included in future year's budgets using local capital improvement funds subject to Board approval along with a corresponding intergovernmental agreement with the Villages of Forest Park and River Forest. Please let me know if you need anything further in support of the joint application. Thank you.

Sincerely,


Cara Pavlicek
Village Manager

Enclosure

RESOLUTION

**A RESOLUTION AUTHORIZING THE SUBMISSION OF
A SURFACE TRANSPORTATION PROGRAM SHARED FUND
GRANT APPLICATION FOR THE HARLEM AVENUE MULIMODAL BRIDGE PROJECT**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Village Manager, or the Village Manager's designee, is hereby authorized and directed to submit a Surface Transportation Program Shared Fund Grant Application for the Harlem Avenue Multimodal Bridge Project.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 4th day of March, 2019 pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Button | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Tucker | ✓ | | | |

APPROVED this 4th day of March, 2019.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk

Memo

To: Village Council
From: Fire Chief Phil Chiappetta
Date: 2/2/2023
Re: Purchase Request for New Extrication Equipment

Forest Park Village Council,

The fire departments current extrication equipment is approx. 10 years old. While they are still functioning, the tools do not meet the current industry standards for cutting or spreading force. Over the last 10 years vehicles have been being built with higher strength materials for passenger safety. This does help the occupants of the vehicles, but it poses a challenge to us when we are trying to extricate them from a wreck. Our current tools do not cut through these materials as easily as the newer tools do. They take a lot longer to perform the same tasks if they even are capable of doing so.

I talked with the Foreign Fire Tax Fund; they are willing to split the cost with the Village. I have enough money in my budget to cover the 50% of the cost (\$16,000). I applied for a grant last year to obtain these new tools, but we were denied.

I am requesting permission to go ahead with this purchase. Attached is the quote for the purchase. I am also including some photos from 2 accidents we had last Saturday to give you an idea of what we have been encountering lately.

Thank you,

Phil Chiappetta

Fire Chief

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A PURCHASE ORDER QUOTE FOR THE ACQUISITION OF
EMERGENCY EXTRICATION EQUIPMENT
FOR THE VILLAGE OF FOREST PARK FIRE DEPARTMENT**

WHEREAS, Section 1-8A-5A of the Village Code of the Village of Forest Park authorizes the corporate authorities of the Village of Forest Park (“Village”) to waive, by a fourth-fifths vote of the corporate authorities, the competitive bidding requirements of the Village Code; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the competitive bidding requirements of Section 1-8A-5A of the Village Code and approve and authorize the execution of a purchase order quote (“Quote”) with Air One Equipment, Inc. (“Air One”) for the purchase of various Hurst extrication equipment (“Equipment”).

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

Section 1. Pursuant to the provisions of Section 1-8A-5A of the Village Code, the corporate authorities hereby waive advertising for competitive bids and approve and authorize the Mayor’s execution of a Quote with Air One for the purchase of the Equipment in the discounted amount of \$32,665.00, a copy of which is attached hereto as Exhibit A and made a part hereof, conditioned upon and subject to contribution by the Foreign Fire Tax Fund in the amount of \$16,332.50 (“FTF Contribution”) towards the total Quote amount.

Section 2. Subject to receipt by the Village of the FTF Contribution, the corporate authorities of the Village authorize and direct the Mayor to accept the Quote, and the officers of

the Village are hereby authorized to perform the terms and conditions of the Quote, on behalf of the Village.

Section 3. This Ordinance shall be in full force and effect upon its passage by a four-fifths (4/5ths) vote of the Council then elected and adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A PURCHASE ORDER



360 Production Drive
South Elgin, IL 60177
Phone: 847-289-9000
Fax: 847-289-9001
Email: airone@aone.net

QUOTATION

VALID FOR 30 DAYS.

| Date | Quote # |
|-----------|---------|
| 1/19/2023 | 23690 |

| Sold To |
|--|
| FOREST PARK FIRE DEPT 7625 WILCOX AVE FOREST PARK, IL 60130-1818 |

| Ship To |
|---|
| FOREST PARK FIRE DEPT CHIEF CHIAPETTA 7625 WILCOX AVENUE FOREST PARK, IL 60130 |

| PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE. | | Quoted By | P.O. No. | Terms | Salesman |
|---|---|---|-----------|-----------|----------|
| | | JG | | Net 45 | JG |
| Item | Description | Qty | Cost | Amount | |
| 272899000-9 | HURST: S799E3 eDRAULIC 3.0 CUTTER PACKAGE | 1 | 11,930.00 | 11,930.00 | |
| 271855000-9 | HURST: SP555E3 SPREADER 9Ah PACKAGE | 1 | 12,140.00 | 12,140.00 | |
| 274885000-9 | HURST: R521E3 RAM 9AH PACKAGE | 1 | 8,595.00 | 8,595.00 | |
| | EACH TOOL INCLUDES (2) BATTERIES AND (1) 110 VOLT CHARGER | | | | |
| Freight charges are added when invoiced unless otherwise noted. | | Subtotal\$32,665.00 | | | |
| 3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500 | | Sales Tax (0.0%)\$0.00 | | | |
| Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt. | | DO NOT PAY- INVOICE TO FOLLOW Total\$32,665.00 | | | |



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS.

| Date | Quote # |
|-----------|---------|
| 1/19/2023 | 23690 |

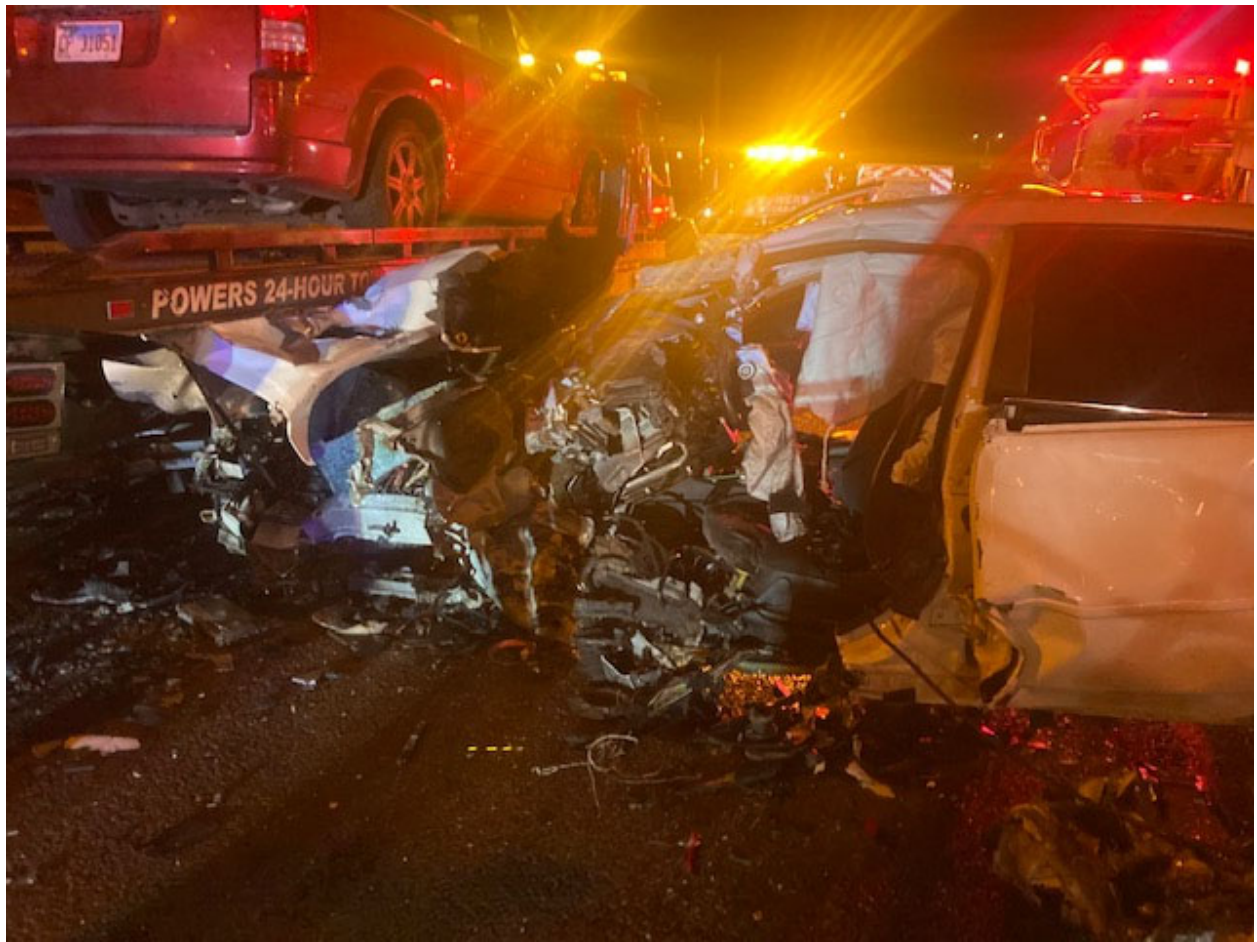
| Sold To |
|--|
| FOREST PARK FIRE DEPT 7625 WILCOX AVE FOREST PARK, IL 60130-1818 |

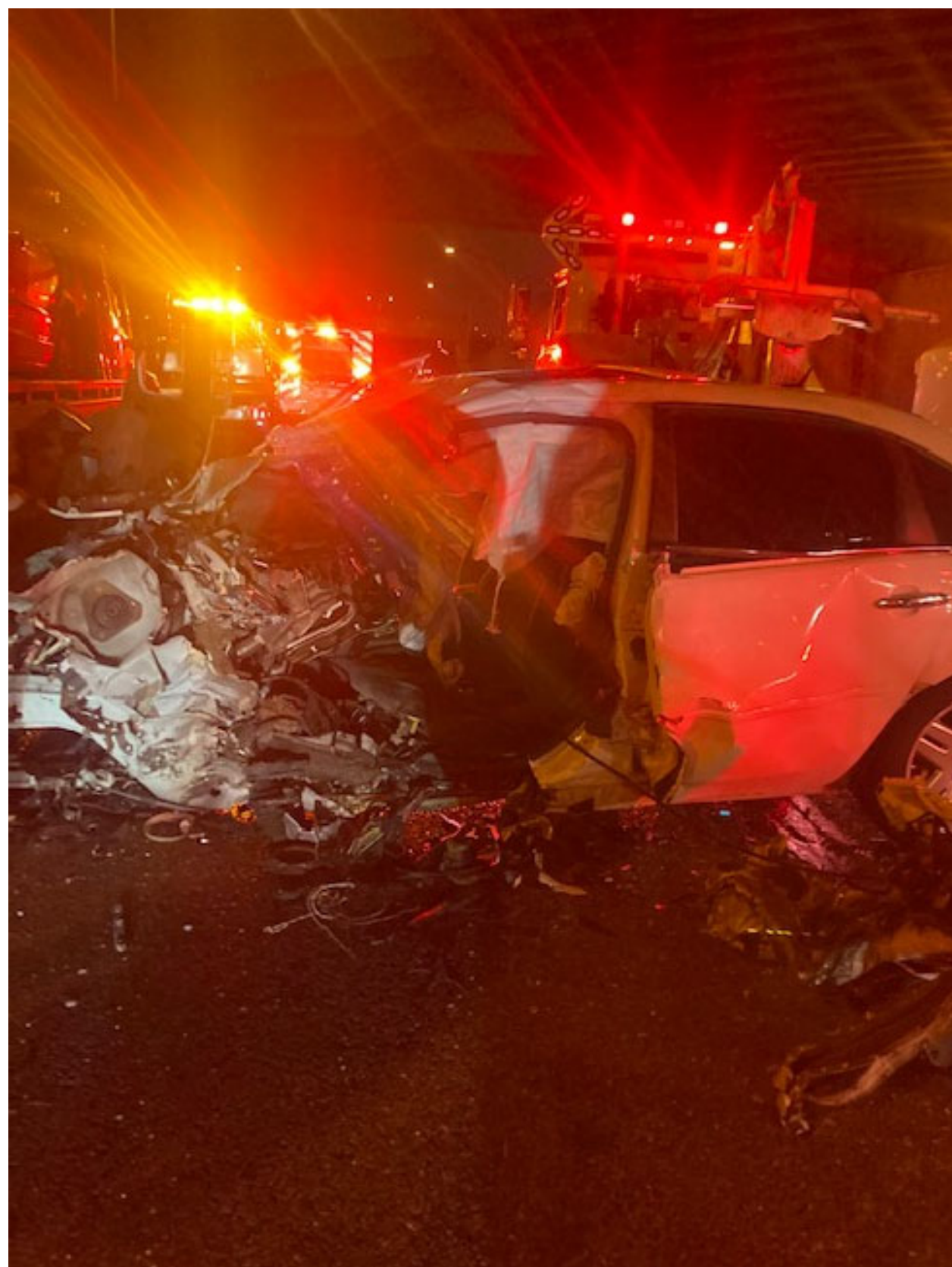
| Ship To |
|---|
| FOREST PARK FIRE DEPT CHIEF CHIAPETTA 7625 WILCOX AVENUE FOREST PARK, IL 60130 |

| PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE. | | Quoted By | P.O. No. | Terms | Salesman |
|---|---|-----------|-----------|-----------|----------|
| | | JG | | Net 45 | JG |
| Item | Description | Qty | Cost | Amount | |
| 272899000-9 | HURST: S799E3 eDRAULIC 3.0 CUTTER PACKAGE | 1 | 11,930.00 | 11,930.00 | |
| 271855000-9 | HURST: SP555E3 SPREADER 9Ah PACKAGE | 1 | 12,140.00 | 12,140.00 | |
| 274885000-9 | HURST: R521E3 RAM 9AH PACKAGE | 1 | 8,595.00 | 8,595.00 | |
| | EACH TOOL INCLUDES (2) BATTERIES AND (1) 110 VOLT CHARGER | | | | |

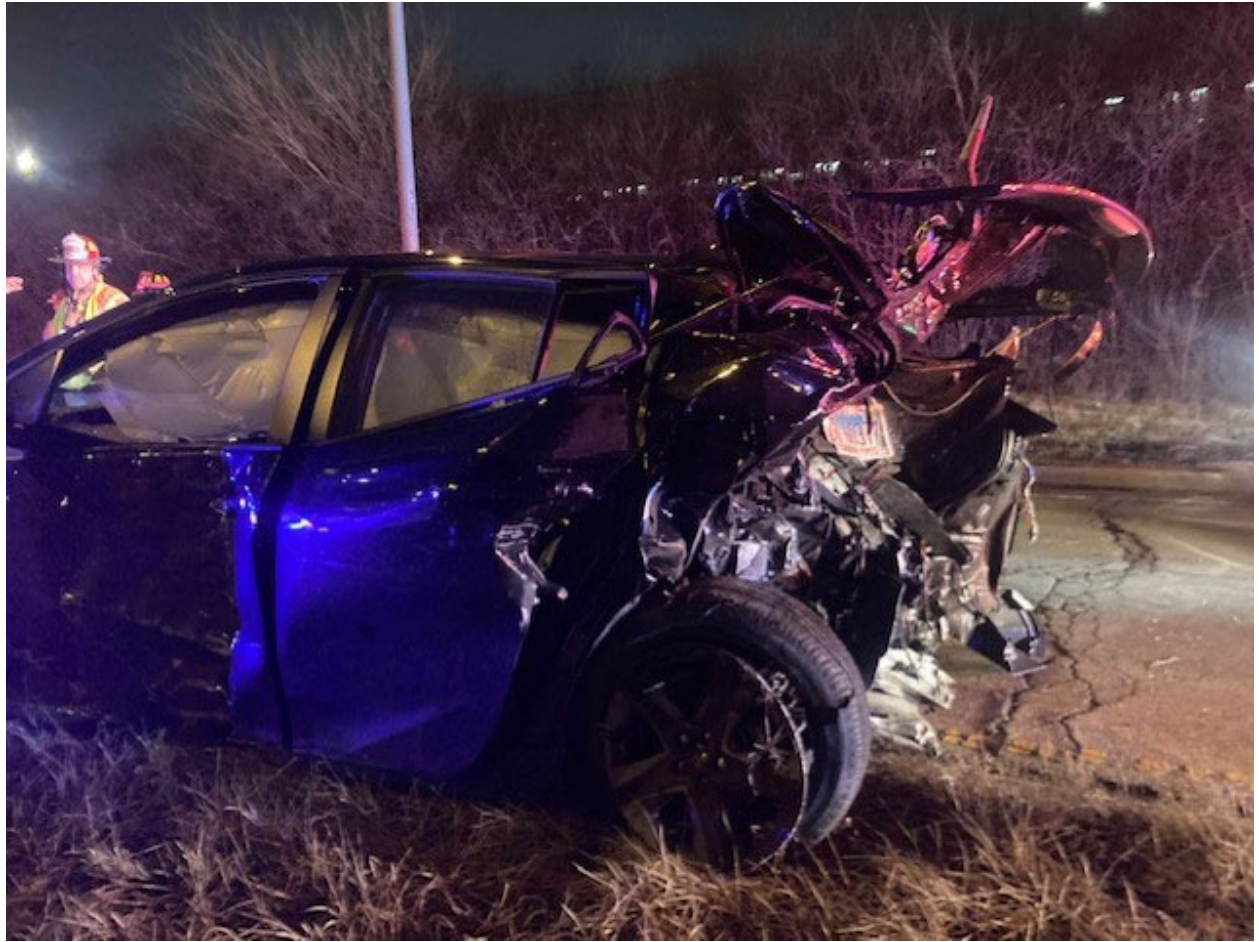
| | | |
|---|--------------------------------------|-------------|
| Freight charges are added when invoiced unless otherwise noted. | Subtotal | \$32,665.00 |
| 3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500 | Sales Tax (0.0%) | \$0.00 |
| Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt. | DO NOT PAY- INVOICE TO FOLLOW | |
| | Total | \$32,665.00 |

These photos are from 2 separate accidents that occurred less than 30 minutes apart last Saturday night. People from both accidents had to be extricated.









Memo

To: Village Council
From: Fire Chief Phil Chiappetta
Date: 02/09/2023
Re: PBS Billing Company

Forest Park Village Council,

I am seeking approval from the Village Council to renew the contract with PBS Ambulance Billing Company. PBS is the current company the Village uses for ambulance billing. I was able to negotiate the same rate (4%) which PBS currently charges for ambulance billing. PBS usually charges up to 7% if the Village does not contract paramedic services with them. By keeping PBS at 4% it reduces the estimate of taking the ambulance in-house by about \$30,000 per year.

Thank you,

Phil Chiappetta

Fire Chief

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A PARAMEDIC BILLING SERVICES AGREEMENT WITH PARAMEDIC
BILLING SERVICES, INC. TO PROVIDE PARAMEDIC BILLING SERVICES
TO THE VILLAGE OF FOREST PARK**

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

WHEREAS, the Village provides emergency paramedic ambulance services to its residents and requires a comprehensive, integrated system to efficiently control and bill in a cost effective manner for paramedic services; and

WHEREAS, the Village proposes to contract to provide such paramedic billing services (“Services”) with a third-party vendor; and

WHEREAS, Paramedic Billing Services, Inc. (“PBS”) has provided and currently provides and proposes to continue providing such Services to the Village; and

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

WHEREAS, the Village has received a proposal from PBS to continue providing such 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 PBS regarding the Services.

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.

Section 2. Pursuant to the provisions of Section 1-8A-5A of the Village Code, the corporate authorities hereby waive advertising for competitive bids and approve and authorize

the Mayor's execution of the Agreement with PBS for the Services, a copy of which is attached hereto as Exhibit A and made a part hereof, subject to PBS executing the Contractor's Certification Form, attached hereto as Exhibit B and made a part hereof.

Section 3. That certain "Billing Agreement for the Village of Forest Park," between the Village and PBS, a copy of which is attached hereto as Exhibit A (the "Agreement"), is hereby approved for a period commencing April 23, 2023 and ending April 22, 2026.

Section 4. The Mayor is hereby authorized and directed to execute said Agreement, on behalf of the Village of Forest Park.

Section 5. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois, this 13th day of February, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

EXHIBIT A

Billing Agreement with Paramedic Billing Services, Inc.



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR**

Village of Forest Park

Submitted By:

| | |
|-------------|--|
| Firm Name: | PARAMEDIC BILLING SERVICES, INC. |
| Address: | 395 W. Lake Street, Elmhurst, Illinois 60126 |
| Telephone: | (630) 903-2372 |
| Fax Number: | (630) 903-2869 |
| Contact: | Thomas Deegan, Client Liaison |

2023

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the Village of Forest Park for fire, ambulance, or other services authorized under Forest Park's ordinances and to collect funds directly from individuals, entities, guarantors, or third party payers, as applicable, for these services. PARAMEDIC BILLING SERVICES, INC. will be using information for billing processes from the official ambulance, fire or other reports submitted by the Village of Forest Park to PARAMEDIC BILLING SERVICES, INC.

**BILLING AGREEMENT
FOR
Village of Forest Park**

THIS AGREEMENT made and entered into between the Village of Forest Park (hereinafter referred to as "Client"), located at 7625 Wilcox Street, Forest Park, Illinois, 60130 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.
3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
4. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.
5. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.
6. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount

billed and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.

7. Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS receives any legal notices, demands, subpoenas, or summons in regard to this Agreement, to the extent allowed under law and deemed advisable by PBS counsel, PBS shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period.
8. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.
9. Guidelines. Client shall provide to PBS guidelines for sending the bills and claims. Client shall provide to PBS or authorize PBS to receive all information necessary to issue bills or claims.
10. Fees. Client shall pay PBS a fee of 4.0% for all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten (10) calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

The Parties agree that the Commission fee has been reduced due to the Village's participation in the State of Illinois Department of Healthcare and Family Services' ("HFS") Ground Emergency Medical Transport Program ("GEMT"). If the GEMT program ceases to exist or if the Village modifies its billing rates resulting in the cumulative effect of the total average combined billing for all third parties to be below those collected in previous years, as reflected in historical collections, the Contractor may within thirty days of Village's notice of the amended ordinance or cessation of the GEMT program, provide the Village with applicable documentation setting forth why its compensation may not be achieved. If the Village and Contractor cannot agree to a new commission fee to be charged by Contractor, the Contractor may terminate this Agreement and the Village shall pay the Contractor at the rate set forth in this Article 10. In this instance the Contractor shall continue to honor its contractual obligation to

the Village until replacement services are established but at the rates set forth in this Article 10. Upon the Village's request and as part of the consideration of this Agreement, Contractor shall provide consulting services to the Village to assist with evaluating the Village's ambulance billing needs.

11. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.
12. Term. This Agreement shall commence as of the date of the execution of the Agreement by the Client and shall continue for three (3) years (hereinafter referred to as the "Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.
13. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.
14. Termination Without Cause. Termination of this Agreement by either Party for any reason will be effective with sixty (60) calendar days prior written notice. The Parties agree that the termination will only apply to the receipt of new accounts by Client. PBS will continue its efforts in collecting Recipient accounts already in its possession. PBS will also continue its efforts in collecting Recipient accounts already placed with any external agency. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 11, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.
15. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.
16. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is

disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material, tangible items, or written information supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.

17. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.
18. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.
19. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.
20. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.
21. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.
22. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.
23. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law; (2) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (3) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the

terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.

24. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Illinois, or in the federal Village court located at Illinois Northern Village Court to the extent permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.
25. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.
26. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 22, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.
27. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to Client:

If to PBS:

David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

With a copy to:

Michael Tillman, Vice-President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

28. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of \$100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.
29. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
30. Billing Guidelines. PBS, in its sole discretion, shall make all billing decisions, including, but not limited to, decisions on the level of service billed and determination of medical necessity. Such decisions shall be made based on the guidelines, policies and regulations issued by Medicaid, Medicare, or other third party payer.
31. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS in order for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.
32. Notice of Privacy Practice. It is the responsibility of Client to comply with the HIPAA Privacy Rule's Notice of Privacy Practices for Protected Health Information (45 CFR 164.520).
33. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 32 or Client not complying with the law as required in Section 35), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.
34. Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.
35. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply

in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.

36. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.
37. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
38. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.
39. Screenings. The Office of the Inspector General ("OIG") of the Department of Health and Human Services ("HHS") has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities ("LEIE"). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs ("Excluded Person") may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.
1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).
 2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.
 3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:
 - i. OIG List of Excluded Individuals/Entities available at:
<http://oig.hhs.gov/exclusions/exclusionslist.asp>.

- ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.
 - iv. An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff's Department).
- 4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.
 - 5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.
 - 6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.
40. Indemnification. It is expressly understood and agreed that each Party shall to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and employees attributable to the negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party;

(b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this ____ day of _____, 2022

CLIENT

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Michael Tillman

Its: _____

Its: Vice-President

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.
2. PBS will bill any and all appropriate government or commercial third party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
4. PBS shall issue invoices on a billing form specific for Client.
5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 - i. First phone call verifies relevant insurance information.
 - ii. Medicaid/Medicare/government healthcare program reimbursement verified.
 - iii. Internet service verified for third party insurance.
 - b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 calendar days after first invoice.
 - iii. First courtesy call 10 business days after second invoice.
 - iv. Third invoice mailed 30 calendar days after second invoice.
 - v. Follow up call 10 business days after third invoice.
 - vi. Collection letter 30 calendar days after third invoice.
 - vii. Follow up call 5 business days after collection letter.
 - viii. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - c. Except as otherwise required by law, invoicing for Recipients with insurance identified:

- i. Claim submitted to insurance carrier within five business days after receipt of case source data.
 - ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
 - iii. If Recipient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.
 - iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
- d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment, and follow up in accordance with the schedule set forth in 6c above.
- e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.
- 7. PBS shall not refer delinquent accounts for external collection activity, as outlined in Section 6, or initiate any legal action on any Client account without the express authorization of the Client.
- 8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, pass on credit card fees to the cardholder.
- 9. PBS will set up payment plans where appropriate consistent with Client's policies and procedures and in accordance with law.
- 10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the responsibility of Client to notify PBS of any payments received at Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
- 11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing all of the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.
- 12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in

Section 5 and thereafter complete any necessary follow-up with PBS to insure that the changed rate is being applied by PBS.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on _____, 2023 ("Effective Date") by and between the Village of Forest Park ("Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor.* "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure.* Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards.* Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (c) *Reports of Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures.*

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered

Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no

later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission.* Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards.* Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or
2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI.*

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival.* The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements.* Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties.* Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity, and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: Village of Forest Park, 7625 Wilcox Street, Forest Park, Illinois, 60130

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

Village of Forest Park
Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by PARAMEDIC BILLING 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 contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*

PARAMEDIC BILLING SERVICES, INC., and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

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

the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 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 Section 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.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2023

Contractor: PARAMEDIC BILLING SERVICES, INC.

By: _____
_____, _____
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
_____) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of PARAMEDIC BILLING SERVICES, INC., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2023

Notary Public

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM
www.forestpark.net

OFFICE OF THE MAYOR

Rory E. Hoskins

To: The Honorable Commissioners

Date: February 9, 2023

Dear Commissioners,

I am seeking your support in the appointment of the following candidates to fill vacancies in their corresponding boards and commissions. Their applications are attached for your review.

Meghan Hunt

Recreation Board (expires 04/30/26)

Bridget Lane

Safety and Traffic Commission (expires 04/30/24)

Your favorable support would be appreciated,

Mayor Hoskins

RH/re

62

| RESUME FOR BOARD/COMMISSION CANDIDATES | | | | 1. NAME OF BOARD/COMMISSION FOR WHICH YOU ARE APPLYING | |
|---|--|---|--|---|--|
| 2. PRINT NAME BRIDGET LANE | | | | 3. SAFETY & TRAFFIC | |
| 4. RESIDENCE ADDRESS (Street, City, State, ZIP Code) [REDACTED] | | | | Female 2022 JUL 25 PM 2:26 | |
| 5. E-MAIL ADDRESS(S) [REDACTED] | | | | <input type="checkbox"/> VILLAGE <small>Aboriginal or Alaskan Native. A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community.</small> | |
| 6. SOCIAL SECURITY NUMBER [REDACTED] | | 7. DRIVER'S LICENSE NUMBER [REDACTED] | | <input type="checkbox"/> <input type="checkbox"/> <small>Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.</small> | |
| 8. TELEPHONE NUMBER HOME: [REDACTED] BUSINESS: [REDACTED] CELL: [REDACTED] | | 9. COUNTY OF RESIDENCE COOK | | <input type="checkbox"/> <input type="checkbox"/> <small>Black not of Hispanic Origin. A person having origins in any of the black racial groups of Africa.</small> | |
| 10. PLACE OF BIRTH [REDACTED] | | 11. DATE OF BIRTH (M/D/Y) [REDACTED] | | <input type="checkbox"/> <input type="checkbox"/> <small>Spanish or Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.</small> | |
| 12. Have you ever been convicted of any criminal offense (s) in Illinois, or in another state, or in federal court (other than minor traffic violations)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach explanation stating the date and place of conviction (s) and the nature of such offense (s). | | | | | |
| 13. EDUCATION | | | | | |
| A. HIGH SCHOOL - Name and Location of Institution KEWANEE HIGH SCHOOL | | | | GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| B. COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution UNIVERSITY OF ILLINOIS | | | | GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| NUMBER OF YEARS ATTENDED 3 | | CURRICULUM URBAN PLANNING <small>Comprehensive</small> | | TYPE OF DEGREE GRANTED BUP | |
| | | | | DATE DEGREE ISSUED 1974 | |
| COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution | | | | | |
| NUMBER OF YEARS ATTENDED | | CURRICULUM Major Minor | | TYPE OF DEGREE GRANTED | |
| | | | | DATE DEGREE ISSUED | |
| C. COLLEGE - POSTGRADUATE - Name and Location of Institution HARVARD BUSINESS SCHOOL | | | | | |
| TYPE OF CURRICULUM BUSINESS | | TYPE OF DEGREE GRANTED MBA | | DATE DEGREE ISSUED 1980 | |
| COLLEGE - POSTGRADUATE - Name and Location of Institution | | | | | |
| TYPE OF CURRICULUM | | TYPE OF DEGREE GRANTED | | DATE DEGREE ISSUED | |
| | | | | | |

2/13/2023 signature

14. Do you possess any professional licenses/Qualifications. If Yes please complete below.

| Type of License | License Number | Date of License | State of License | Current? |
|-----------------|----------------|-----------------|------------------|--|
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

15. PROFESSIONAL EXPERIENCE - Time must be accounted for from graduation to present.

| DATE | | EMPLOYER NAME AND ADDRESS | DESCRIPTION OF EXPERIENCE |
|--------------|----|---|---|
| From | To | | |
| 1994 to 2021 | | SELF | ECONOMIC DEVELOPMENT CONSULTING |
| 1989 to 1994 | | DEPAUL UNIVERSITY | INSTRUCTOR |
| 1980 to 1989 | | J.B. Robinson Lawler | Regional Supervisor |
| 1977 to 1978 | | National Trust for Historic Preservation | Preservation Planner |
| 1974 to 1977 | | ILLINOIS House Democrats Staff and non-lead employee at IL Dept of Conservation | Legislative Analyst and Budgetary Liaison |

16. PROFESSIONAL ASSOCIATIONS/ACTIVITIES

Alpha Lambda member
URBAN LAND INSTITUTE PUBLIC POLICY Committee

17. HONORS/PUBLICATIONS/OTHER

ULI - Creative Finance for small communities
- Retail in underserved communities

I, Bridget Lane, authorize the Village of Forest Park, Ill., to conduct an investigation into all aspects of my qualifications and background. I authorize any individual, organization, or agency which maintains records relating to me to provide these records upon request to any agency of the Village of Forest Park, Ill., conducting such an investigation. This authorization includes, but is not limited to, employment records, credit records, and criminal history records. I release any individual, organization, or agency from any and all liability incurred as a result of providing such records.

Signature

Date Submitted

7-19-2022

CONFLICT OF INTEREST QUESTIONNAIRE

| If answer is "YES" to any of the following, please explain. | YES | NO |
|--|-----|----|
| 1. Have you or your company entered into any business or consulting contracts with the Village in the last three years? If so, list your partners (if any), and identify all Village departments with which you or your company have had a contract in the last three years. | | ✓ |
| 2. If you answered "Yes" to question number 1, please list the work performed | | |
| 3. Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed. | | ✓ |
| 4. Have you ever been arrested or convicted of a felony? | | ✓ |
| 5. Are you aware of any investigation of your conduct by any federal, state or local law enforcement agency? | | ✓ |
| 6. Have you ever served on a Village Commission or Board? | | ✓ |
| 7. If you answered yes to question #6 please list what board and when you served? | | |
| 8. Do you have any government-guaranteed loan outstanding? | | ✓ |
| 9. Is any member of your immediate family employed by the Village? | | ✓ |
| 10. Is there anything in your background, including any investments or real estate holdings, which might create or appear to create any conflict of interest with your appointment? | | ✓ |
| 11. Is there anything in your background which, if it were disclosed, might prove to be embarrassing to you or to the Mayor? | | ✓ |

Print Name of Applicant: BRIDGET LANE

Date: 7/19/2022

Signature of Applicant: 

Authorization for Appointment Credit Report

I authorize the Forest Park Police to obtain a credit report on myself through the credit reporting agency of its choice.

Signature

Print Name

BRIDGET LANE

Current Address

City / State

FOREST PARK, IL 60130

Date

7/19/2022

Appointment Process Statement

Appointments to Village Boards and Commissions are the privilege of the Mayor with the advice and consent of the Village Council. Completing this application is not a guarantee that you will be appointed. This is just one step in the appointment process.

Signature

Print Name

BRIDGET LANE

Date

7/19/2022

RESUME FOR BOARD/COMMISSION CANDIDATES

1. NAME OF BOARD/COMMISSION TO WHICH YOU ARE APPLYING

Recreation Board

2. PRINT NAME

Meghan Hunt

3. HOME ADDRESS (Street, ZIP Code)

Forest Park, IL 60130

4. E-MAIL ADDRESS

[Redacted]

5. SOCIAL SECURITY NUMBER

[Redacted]

7. DRIVER'S LICENSE NUMBER

6. TELEPHONE NUMBER

HOME:

BUSINESS:

CELL:

10. PLACE OF BIRTH

[Redacted]

8. COUNTY OF RESIDENCE

COOK

11. DATE OF BIRTH (MM/DD)

[Redacted]

Female

☐

Male

☐

American Indian or Alaskan Native. A person having original ancestry of the original peoples of North America and who maintain cultural identification through tribal affiliation or community.

☐

☐

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

☐

☐

Black not of Hispanic Origin. A person having origins in any of the black racial groups of Africa.

☐

☐

Spanish or Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.

☒

☐

White not of Hispanic Origin. A person having origins in any of the original people of Europe, North Africa or the Middle East.

☐

☐

Other: _____

12. Have you ever been convicted of any criminal offense (s) in Illinois, or in another state, or in federal court (other than minor traffic violations)? ☐ Yes ☒ No If yes, attach explanation stating the date and place of conviction (s) and the nature of such offense (s).

13. EDUCATION

A. HIGH SCHOOL - Name and Location of Institution

Whitehouse High School Whitehouse, Tx

GRADUATED?

☒ Yes ☐ No

B. COLLEGE - UNDERGRADUATE BACCALAUREATE - Name and Location of Institution

Tyler Jr. College Tyler, Tx

GRADUATED?

☒ Yes ☐ No

NUMBER OF YEARS ATTENDED

3

CURRICULUM

Business Admin Major
Accounting Minor

TYPE OF DEGREE GRANTED

Liberal Arts & Economics

DATE DEGREE ISSUED

2006

C. COLLEGE - UNDERGRADUATE BACCALAUREATE - Name and Location of Institution

~~Whitehouse High School~~ ~~Whitehouse, Tx~~

NUMBER OF YEARS ATTENDED

1

CURRICULUM

~~Business Admin Major~~
~~Accounting Minor~~

TYPE OF DEGREE GRANTED

~~Liberal Arts & Economics~~

DATE DEGREE ISSUED

~~2006~~

C. COLLEGE - POSTGRADUATE - Name and Location of Institution

TYPE OF CURRICULUM

TYPE OF DEGREE GRANTED

DATE DEGREE ISSUED

COLLEGE - POSTGRADUATE - Name and Location of Institution

TYPE OF CURRICULUM

TYPE OF DEGREE GRANTED

DATE DEGREE ISSUED

Village of Forest Park, Illinois - Commission/Board Application - 01/01/11

2/13/2013 ags

14. Do you possess any professional License/Certification? If Yes please complete below.

| Type of License | License Number | Date of License | State of License | Current? |
|----------------------------|----------------|-----------------|------------------|---|
| Licensed Massage Therapist | [REDACTED] | 12/17/2013 | IL | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

15. PROFESSIONAL EXPERIENCE - Time must be accounted for from graduation to present.

| DATE | | EMPLOYER NAME AND ADDRESS | DESCRIPTION OF EXPERIENCE |
|----------------|----|---------------------------|-------------------------------------|
| From | To | | |
| 2019 - Current | | Park Dist Forest Park | teaching volunteering driving |
| 2016 - 2020 | | FFC Oak Park | massage therapist |
| 2012 - 2015 | | Tristar Gymnastics | coach |
| 2007 - 2012 | | Infinity Auto Ins | claims office manager |
| | | | |

16. PROFESSIONAL ASSOCIATIONS/ACTIVITIES
 Forest Park PTO Board, FP Historical Society, FP Arts Society, FP Garden Club, Cook Book Club, Book Club

17. HONORS/PUBLICATIONS/OTHER

I, Meghan Hunt, authorize the Village of Forest Park, Ill., to conduct an investigation into all aspects of my qualifications and background. I authorize any individual, organization, or agency which maintains records relating to me to provide these records upon request to any agency of the Village of Forest Park, Ill., conducting such an investigation. This authorization includes, but is not limited to, employment records, credit records, and criminal history records. I release any individual, organization, or agency from any and all liability incurred as a result of providing such records.

Signature [REDACTED]

Date Submitted _____

CONFLICT OF INTEREST QUESTIONNAIRE

| If answer is "YES" to any of the following, please explain. | YES | NO |
|--|-----|----|
| 1. Have you or your company entered into any business or consulting contracts with the Village in the last three years? If so, list your partners (if any), and identify all Village departments with which you or your company have had a contract in the last three years. | | ✓ |
| 2. If you answered "Yes" to question number 1, please list the work performed | | |
| 3. Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed. | | ✓ |
| 4. Have you ever been arrested or convicted of a felony? | | ✓ |
| 5. Are you aware of any investigation of your conduct by any federal, state or local law enforcement agency? | | ✓ |
| 6. Have you ever served on a Village Commission or Board? | | ✓ |
| 7. If you answered yes to question #6 please list what board and when you served? | | |
| 8. Do you have any government-guaranteed loan outstanding? | | ✓ |
| 9. Is any member of your immediate family employed by the Village? | | ✓ |
| 10. Is there anything in your background, including any investments or real estate holdings, which might create or appear to create any conflict of interest with your appointment? | | ✓ |
| 11. Is there anything in your background which, if it were disclosed, might prove to be embarrassing to you or to the Mayor? | | ✓ |

Print Name of Applicant: Mekahn Hunt

Date: 1/26/23

Signature of Applicant: _____

Authorization for Appointment Credit Report

I authorize the Forest Park Police to obtain a credit report on myself through the credit reporting agency of its choice.

Signature

Print Name

Meghan Hunt

Current Address

City/State

Forest Park, IL

Date

1/26/23

Appointment Process Statement

Appointments to Village Boards and Commissions are the privilege of the Mayor with the advice and consent of the Village Council. Completing this application is not a guarantee that you will be appointed. This is just one step in the appointment process.

Signature

Print Name

Meghan Hunt

Date

1/26/23



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

2/1/23
(Date)

INFORMATION:

Name of Entity Housing Forward
Street Address: 1851 S. 9th St. Phone: ()
City, State, Zip Code: Maywood, IL 60153
Name of Owner: N/A Phone: ()
Person to Contact: Erich Krumrei Phone: [REDACTED]

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):
Sleepout 4 Change fundraiser for Housing Forward.
Use of outdoor space.

Schedule (Give dates and times, including set up and tear down):
Start 5pm 2/17/23
End 7AM 2/18/23

Proposed location (Include sketch of layout with measurements):
Altenheim

General description of use as well as any special requests:
1-6 participants will be sleeping overnight in cardboard boxes.

Anticipated needs of Village personnel, equipment and/or property: _____

Request permit fee be waived and one part-o-john be
donated for the event. Ensure PD & FD are aware of
the overnight event.

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: N/A

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 Title 7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.


SignatureErich Krumrei
Print NameBoard Member
Title2/1/23
Date

APPROVED:

Village Clerk_____
Date

Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 1st day of February, 2023, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and Erich Krumrei, (herein referred to as "Applicant").

Housing Forward

Applicant desires to enter onto and utilize a certain portion of the Village public property, right of way, and/or equipment (hereinafter referred to as "Village Property"), for the limited purpose of Fundraiser ("Purpose"), and the Village is willing to grant Applicant a non-exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

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 1 day(s), beginning 2/17/23, 2023, at 5 a.m./p.m., and ending 2/18/23, 2023, at 7 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

By: _____
Rory E. Hoskins, Mayor

Attest: _____
Vanessa Moritz, Village Clerk

APPLICANT

Name: Erich Krumrei

By:  _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|---|
| PRODUCER Bradish 215 N Arlington Heights Rd Suite 200 Arlington Heights IL 60004 | | CONTACT NAME: PHONE (AC No. Ext): 847-259-2400 FAX (AC No.): 847-259-0400 EMAIL: info@bradish.com ADDRESS: info@bradish.com |
| INSURED Housing Forward 1861 S 9th Ave. Maywood IL 60153 | | INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual INSURER B: Amtrust Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |
| License# 100297671 HOUSFOR-01 | | NAC# 15964 |

COVERAGES

CERTIFICATE NUMBER: 657932327

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|--|----------------------------------|---------------|-------------------------------|-------------------------------|---|
| A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | A861597 | 1/14/2023 | 1/14/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$ |
| A AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | A861597 | 1/14/2023 | 1/14/2024 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | A861597 | 1/14/2023 | 1/14/2024 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ |
| B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | KWC1306353 | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A CRIME | | A861597 | 1/14/2023 | 1/14/2024 | EMPLOYEE THEFT DEDUCTIBLE 25,000 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured when required by written contract: 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 Housing Forward while present in the Village of Forest Park.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Terms of Service

All deposits and sales are non-refundable. Cancellations and no-shows are fully charged. Catholic Church Tours, Inc. is not responsible for any losses or damages to personal property, for injuries, expenses or damages incurred or claimed by tour participants. Catholic Church Tours reserves the right to accept, remove, or decline any person participating or intending to participate in a tour.

Neither Catholic Church Tours, nor any person, nor company transporting tour participants, is responsible for any items left at destinations, on the vehicle, or en route, for delays due to weather, road or traffic conditions, accidents, passengers, group tardiness and/or acts of nature. Tour destinations, schedules, and other itinerary items are subject to change without notice. Delays, changes and substitutions are not subject to refund or discount.

By purchasing ticket(s) and/or participating in a tour, the purchaser(s) and/or participant(s) assumes the entire responsibility and liability of any claim, demand, action or suit based on or arising out of the injuries or damages to persons or property sustained or alleged to have been sustained in connection with or incidental to participation in the Catholic Church Tours, Inc. tour, pilgrimage or event. Further, the purchaser and/or participant agrees to hold harmless and unconditionally indemnify Catholic Church Tours, Inc., its agents and employees, with respect to any injuries or damages to persons or property, sustained or alleged to have been sustained in connection with or incidental participation in the pilgrimage, tour, or event hosted by Catholic Church Tours, Inc. regardless of whether such claim, demand, action or suit is founded in whole or in part, upon the alleged negligence of Catholic Church Tours, Inc., its agents or employees. In no event shall the liability of Catholic Church Tours exceed the amount paid by the Purchaser/participant of institution /parish/ group to Catholic Church Tours for the services provided in connection with this agreement.

Smoking is prohibited at all destinations and on all vehicles. Damage done at destinations or to vehicles found upon inspection following the trip will be charged to the client at a minimum of \$250. Any other damage will be charged accordingly at the discretion of the institution or business owner.

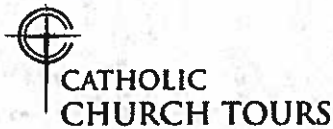
In consideration of the foregoing,

(NAME: Purchaser/participant of institution/parish/group),
it's executors, administrators, tour participants and assignees do hereby release and discharge Catholic Church Tours, Inc, associated employees, charters, volunteers and all sponsors from all claims of damages, demands, actions whatsoever in any manner arising or growing out of our participation and have read and accept these terms of service.

Signature: 

Date: 2/8/2023

Tour Date: _____



ITINERARY and TOUR INFORMATION

This General Agreement is applied in Conjunction with Terms of Service.

Date: Wednesday, April 5, 2023

Group: Howard Mohr Community Center, 7640 Jackson Blvd, Forest Park, IL 60130

Contact: Brenda Powers, 708771-7737, bpowers@forestpark.net

Tickets: \$35 Tour,

Boxed Lunch at Historical Site: \$15 Nancy Kimball Cobblestone Home

Participants: Minimum 5

ANTICIPATED ITINERARY

10:00 St Laurence: 225 Jewett Street, Elgin, Illinois 60123

The third Catholic Church established in Elgin, St Laurence celebrated its first Mass in 1928. It has undergone several renovations, with the addition of a narthex and sacristy, the expansion of its balcony, and returning its worship space to a more traditional style.

11:00 Lunch Stop: TBD Offering: Elgin's Historical Society Nancy Kimball Cobblestone Home for a boxed sandwich lunch

12:45 St Joseph: 270 Division Street, Elgin, Illinois 60120

Founded in 1887, and organized as "a vigorous German off-shoot of St Mary's", today it is the spiritual home of a bilingual congregation. This Romanesque-style church was designed by Chicago church architect, J. W. Brinkmann.

1:45 St Mary Catholic Church: 400 Fulton Street, Elgin, Illinois 60120

St Mary stands as the oldest Catholic Church in Elgin, founded in 1845. St Mary has the distinction of having the body of the priest who began its construction interred in the church.

\$100 deposit: Mail non-refundable deposit, that goes toward the final amount of the tour, to Catholic Church Tours, Inc. PO Box 221646, Chicago IL 60622. Total amount due 30 days prior to the departure date.

We, the undersigned and representatives, agree to the terms and conditions. We anticipate the itinerary remaining the same, but understand that the itinerary is subject to change due to a funeral, transportation changes, delay or other unforeseen circumstance.

Signature

Date

2/8/2023

PARAMOUNT THEATRE GROUP DISCOUNT CONTRACT

PLEASE READ THIS CONTRACT CAREFULLY, SIGN AND RETURN,
TO THE ATTENTION OF MELISSA STRIEDL, ALONG WITH YOUR **DEPOSIT BY 10-28-22.**

CONTRACT OFFER IS NULL AND VOID IF NOT RETURNED BY AFOREMENTIONED DATE.

Performance Requested: *Into The Woods* – Wednesday, *March 8*, 2023 at 1:30 p.m.

Name of Organization: Forest Park Seniors # Buses _____

Group Coordinator: Brenda Powers

Address: 7640 Jackson Blvd E-mail: bpowers@forestpark.net

City: Forest Park State: IL Zip: 60130

Telephone Number: 708-771-7737 Fax Number:

Requested Number of Tickets: 25 Ticket Price: \$24 pd. + 1 comp
(mixed prices - avg. = *\$33.98*)
Total: *\$815.40* 30% Non-refundable Deposit: *\$245.00*

Final Count and Balance Due: Feb. 1, 2023 Balance: *\$570.40*

(There are no cancellations after this date. Groups are responsible for 80% of initial requested number and 100% of final count.)

A credit card number must be given at the time of order to establish an account and initiate seating. A 30% non-refundable deposit and signed contract are required to guarantee seating.

The Paramount Theatre reserves the right to make all seating assignments, and all performances are subject to change.

Groups will be seated for the performance date and time specified.

If tickets are added to a group we cannot guarantee that blocks of seats will be together. Group discounted price cannot be guaranteed for tickets purchased on the day of the performance.

All groups are responsible for 80% of initial number on this contract and, on the finalization date assigned, 100% of the final number confirmed. Seats will be released unless final payment is received by the balance due date.

Group rates are based on a minimum confirmed number and include \$1.00 for the Paramount Theatre Historic Preservation Fund. A minimum purchase of 20 tickets is required to receive a complimentary ticket. The Theatre Group Sales Manager in accordance with the Theatre Group Sales Policy must approve all special pricing. Should the final number be less than the number required for the quoted rate, the next appropriate prevailing rate will be charged.

All sales are final. There are no refunds, cancellations or exchanges. After finalization date, no reduction of group size will be accepted. There is a \$2.00 per ticket fee for lost tickets.

Twenty-four hour notice is required if payment is to be made in person.

IF PAYING BY CHECK, PLEASE MAKE PAYABLE TO: PARAMOUNT THEATRE

PAYMENT MAY BE SENT TO: PARAMOUNT THEATRE

ATTN: MELISSA STRIEDL

8 E. GALENA BLVD., SUITE 230, AURORA, IL 60506

PHONE: (630) 723-2461 FAX: (630) 892-1084

GROUP COORDINATOR: _____ DATE: _____

GROUP SALES MANAGER *Melissa Striedl* DATE: *7-22-22*

GROUP THEATRE **REVISED**

White Pines Playhouse
6712 W. Pines Road, Mount Morris, IL 61054
PH: (815) 655-2400

January 26th, 2022

Brenda Powers
Village of Forest Park
7640 Jackson Blvd
Forest Park, IL 60130

Show Date: March 22nd, 2023 (Matinee)
Show Title: Dancing Queen: An ABBA Salute

Number of Seats: 29 + 1 comp **Price per seat:** \$57

Deposit Due: \$300
Total Amount Due: \$1,653

Rates: Regular individual rates are \$69 per person for Platinum seating, \$62 per person for Gold seating, and \$59 per person for Silver seating.

Regular group rates are \$57 per person with 20 paid tickets and \$55 per person with 35 paid tickets and you will be seated in our Silver/Gold section.

*Groups may request "upgraded" seats to be in the Gold or Platinum sections. Guaranteed Gold seats would be \$59 per person and Platinum seats would be \$69 per person. If you purchased any upgraded tickets, it is your responsibility to identify which guests are to be seated in the upgraded seats when you arrive.

Times: Seating begins - 11:20am, Lunch Buffet - Noon, Show starts - 1pm, Show ends - 3/3:30pm

Deposit Due Date: Upon receiving this contract.

Balance Due Date: February 22nd, 2023

Cancellation Policy:

- Group must cancel 90 days prior to show date for refund of deposit.
- Final numbers are due with the remaining balance one month prior to the show date. If an emergency occurs, we will allow you to cancel up to 10% of your tickets up to a week before the show.

Please contact our office if you have any questions or concerns regarding this contract and to make arrangements for your deposits.

Thank you!

Cassie Lukan

White Pines Playhouse



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

Type of Organization:

☐ **Business**

☐ **Charitable**

☐ **Educational**

☐ **Fraternal**

☐ **Labor**

☐ **Nonprofit**

☐ **Religious**

☐ **Veterans**

*Political
Action
Committee*

Name of Organization:

209 United

Address:

[Redacted]

Applicant's Name:

Kathleen Franzwa

Email Address:

[Redacted]

Phone:

[Redacted]

Length of time organization has been in existence:

8 months

Place and date of organization's charter, if applicable:

Place:

Date

Items required (no later than 30 days prior to the start of all raffle sales):

- ☐ **Application Fee**
 - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ **Articles of Incorporation and/or Charter**
- ☐ **Organization's Raffle Rules**
- ☐ **Organization's IRS Letter of Determination (if applicable)**
- ☐ **Fidelity Bond**

OFFICER INFORMATION

President/Chairperson's Name: Kathleen Franzwa

Address: _____

Telephone #: _____

Email: _____

Secretary's Name (if applicable): Ø

Address: _____

Telephone #: _____

Email: _____

Treasurer's Name: Maura Schoo

Address: _____

Telephone #: _____

Email: _____

Raffle Manager's Name: Kathleen Franzwa

Address: _____

Telephone #: _____

Email: _____

RAFFLE INFORMATION

☒ Traditional

☐ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days):

2/11/23 to 2/11/23

Area(s) where Raffle Tickets will be sold:

only at the event (Forest Park)

Raffle Ticket Price: _____

Maximum number of tickets to be sold:

50

Drawing(s):

Date(s) and time(s) of raffle drawing:

7pm @ 2/11/23

Location of raffle drawing(s):

Let's Play WORK, Forest Park, IL

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

Retail Cost

Gold necklace w/ matching
earrings

\$ _____

\$ 80

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ 80

BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

209 United

Applicant

[REDACTED]
President/Chairman

[REDACTED]
Secretary

[REDACTED]
Raffle Manager

Subscribed and sworn to me this 9th day of February, 2023

[REDACTED]
Notary Public

(SEAL)

