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

Phone: 708-366-2323 / Fax: 708-488-0361

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#### Regular Village Council Meeting Agenda

June 12, 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 891 5071 2347; Passcode 693936 or by clicking here: https://us02web.zoom.us/j/89150712347?pwd=RklqVXM3VTdaZ2RjVnhtL1J5VWkvZz09

Public Comments are required to be submitted to the Village Clerk in advance of the meeting: In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m. E-mail Comments: E-mail required to be sent to Village Clerk (<a href="www.vments.com/wments.com

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
  - a. May 22, 2023 Village Council Meeting
- 4. PUBLIC COMMENT
- 5. COMMUNICATIONS
- 6. DEPARTMENT REPORTS
- 7. BILLS BY RESOLUTION
  - a. Resolution Approving Bills To Be Paid Dated June 12, 2023
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS
  - a. Ordinance Fixing the Salaries for the Officials and Employees of the Village of Forest Park From and After May 1, 2023
  - b. Resolution Approving Addendum No. 1 to the Specifications and Authorizing the Advertising of Bids for the Amended Village of Forest Park Water Tower and Belvidere Avenue Paving Projects
  - c. Resolution Authorizing the Award for the Water Tower Paving Contract to Chicagoland Paving, Inc.
  - d. Resolution Authorizing the Execution of Pay Request #2 for the 2023 Watermain Project to Uno Construction Co., Inc. (Wilcox and Ferdinand)
  - e. Resolution Approving and Authorizing the Execution of a Professional Design Engineering Services Proposal for the Community Center and Village Hall Parking Lots Resurfacing Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
  - f. Resolution Adopting the Village's Outdoor Flag Policy
  - g. Motion Directing the Forest Park Public Works Department to Install an Additional Flag Pole Adjacent to the Existing Flag Pole at Village Hall
  - h. Motion to Approve Park District Street Closure Request for the 4<sup>th</sup> of July Celebration
  - i. Motion to Approve Community Center Raffle Application Groov'n in the Grove Events
  - j. Motion to Ratify Mayor's Signature on Senior Trip Contracts (July 12 and August 9)
- 10. ADMINISTRATOR'S REPORT
- 11. COMMISSIONER REPORTS
  - a. Mayor: Pride Month Proclamation
- 12. ADJOURNMENT
  - a. Adjourn into Closed Session (5 ILCS 120/2(C)): (11) Probable or Imminent Litigation; (2) Collective Bargaining Matters; (1) Compensation of Specific Employees

# THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON MONDAY EVENING, MAY 22, 2023

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

#### **ROLL CALL**

Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call.

#### **APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the May 8, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

**ROLL CALL:** 

AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### PUBLIC COMMENT

None

#### **COMMUNICATIONS:**

None

#### **DEPARTMENT REPORTS:**

The Fire Department submitted its April, 2023, report and the Police Department submitted its March and April, 2023, report.

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

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$621,304.97.

R-39-23 RESOLUTION FOR THE PAYMENT OF BILLS IN THE AMOUNT OF \$621,304.97 APPROVED **ROLL CALL:** 

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

**Voogd and Mayor Hoskins** 

NAYES: None ABSENT: None

The motion carried unanimously.

#### **UNFINISHED BUSINESS:**

None

#### **NEW BUSINESS:**

Village Planner, Courtney Kashima of Muse Community Design presented the final Altenheim Advisory Committee Report as well as the recommended next steps regarding the village's Van Buren Street Altenheim property. The report and recommendations can be found on the village's website. There was discussion about hiring Chicago Consultant Studio to assist with the recommendations and positioning. There was further discussion about the need for more public engagement and outreach as well as searching for funding and grant sources.

VILLAGE PLANNER **COURTNEY KASHIMA PRESENTS ALTENHEIM ADVISORY COMMITTEE FINAL REPORT** 

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Ordinance amending Section 7-4-7 of the village code of the Village of Forest Park with respect to water and sewer rates and charges be adopted.

O-24-23 **ORDINANCE AMENDING WATER RATES APPROVED** 

**ROLL CALL:** 

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution approving specifications and authorizing the advertising of bids for the Village of Forest Park Water Tower Paving Project be adopted.

**ROLL CALL:** 

Commissioners Maxham, Nero, Melin-Rogovin, AYES:

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

R-40-23 **RESOLUTION APPROVING** SPECIFICATIONS AND **BIDDING OF WATER TOWER PAVING PROJECT APPROVED** 

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving and authorizing the execution of Intergovernmental Agreement Amendment between the Village of Forest Park and the Illinois Department of Transportation for the Maintenance and Energy Obligations and cost allocations of Traffic Control Devices be adopted. R-41-23 RESOLUTION APPROVING AMENDMENT TO IDOT AGREEMENT APPROVED

#### **ROLL CALL:**

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution authorizing the execution of Pay Request #1 for the 2023 Water Main Project to Uno Construction Co., Inc. (Wilcox & Ferdinand) be adopted. R-42-23 RESOLUTION AUTHORIZING PAY REQUEST #1 FOR WATER MAIN PROJECT APPROVED

#### **ROLL CALL:**

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving a building evaluation proposal for certain village-owned buildings from Shales, McNutt, LLC d/b/a SMC Construction Services be adopted. There was discussion about the age of the village's facilities, the requirement for short-term and long-term needs, and the desire to fit the expense into the ARPA funds budget.

R-43-23
RESOLUTION APPROVING
BUILDING EVALUATION BY
SMC CONSTRUCTION
SERVICES
APPROVED

#### **ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to authorize and ratify the mayor's signature on an agreement with Drury Lane Theatre, associated with Community Center functions.

COMMUNITY CENTER
AGREEMENT RATIFIED
APPROVED BY MOTION

**ROLL CALL:** 

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,

**Voogd and Mayor Hoskins** 

NAYES: None ABSENT: None

The motion carried unanimously.

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

None

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

Commissioner Maxham reported that the Clerk's Office walk-in hours have been reduced due to staffing shortages. There are online options for many business services as well as the 24-hour drop box available for residents.

Commissioner Melin-Rogovin reported that she attended her first Safety and Traffic Commission meeting, where they discussed several safety concerns. In addition, the commissioner attended the Arts Alliance Film Festival, a street naming ceremony and a Forest Park Theatre event. Last, the commissioner congratulated Forest Park Middle School student, Emme Whitebone, who is going to compete in the National Spelling Bee.

Commissioner Voogd reminded residents that this week is our electronic recycling and bulk pick up. Residents can dispose of large items by placing them in the parkway. The commissioner thanked all of the businesses who provided lunches and food for the Public Works Crew during Public Works Week. Also, the community clean up event is being held this Saturday at 9:00, volunteers will meet at the Roos Recreation Center. Last, the commissioner congratulated the Arts Alliance on the 48-hour film festival, adding that they did a great job and it was a really fun event.

Mayor Hoskins reported that there will be a Memorial Day Ceremony on Monday at 1:00 at the Adams and Thomas Park. All are welcome to attend. Mayor Hoskins also attended a WCMC drive down to Springfield to meeting with our representatives and address our legislative needs. Last, the mayor announced that the village is expecting to have a cannabis infusion company move into Forest Park within the next month. The mayor also entered a Proclamation declaring May, 2023, as Asian American and Pacific Islander Heritage Month.

#### <u>ADJOURNMENT</u>

There being no further business to be addressed, Commissioner Nero moved and Commissioner Maxham seconded to adjourn the meeting. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:50 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	\$ 640.00
Public Affairs	\$ 12,564.73
Police Department	\$ 640.00
Community Center	\$ 260.70
Accounts & Finance (Clerks Office)	\$ 172,947.32
Accounts & Finance (Fire Department)	\$ 9,062.17
Department of Health & Safety	\$ 6,538.00
Streets and Public Improvements	\$ 87,543.34
Public Property	\$ 49,307.89
Seizure	\$ 1,164.57
Federal Customs	\$ 7,327.22
TIF	\$ 11,865.50
VIP	\$ 31,332.81
Water Department	\$ 199,803.77
TOTAL	\$ 590,998.02

#### ADOPTED BY THE Council of the Village of Forest Park this 12th Day of June, 2023.

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



<b>Account Number</b>	Vendor	Invoice Date	Amount
100-00-000-2001-002 100-00-000-4230-130 100-00-000-4450-125	Bindiya Patel Anna Cramer R Lytle	05/31/2023 05/22/2023 05/23/2023	400.00 225.00 15.00
		Refunds and Allocations	640.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-10-101-6100-135	GPG Strategies LLC	05/30/2023	2,000.00
100-10-101-6100-135	GPG Strategies LLC	04/28/2023	2,000.00
100-10-101-6120-150	AA Rental Center	05/08/2023	300.00
100-10-101-6120-150	ArtReach Educational Theatre	05/30/2023	2,300.00
100-10-101-6120-150	Tonette Scott	05/30/2023	300.00
100-10-101-6120-150	Michael Giddens	05/30/2023	450.00
100-10-101-6120-150	Tanya Ball	05/24/2023	135.00
100-10-101-6120-160	West Central Municipal Conf	06/01/2023	65.00
100-10-101-6120-305	Forest Pk. Chamber of Commerce	05/12/2023	176.00
100-10-101-6150-112	Illinois City/County Management Association	05/15/2023	331.00
100-10-101-6150-112	Illinois City/County Management Association	05/15/2023	205.25
100-10-101-6150-112	Proviso Municipal League	05/15/2023	500.00
100-10-101-6150-152	Verizon Wireless	05/22/2023	42.16
100-10-101-6150-152	Verizon Wireless	05/22/2023	300.12
100-10-101-6150-152	Verizon Wireless	05/22/2023	29.00
100-10-101-6150-220	Anastasie M. Senat	05/30/2023	165.00
100-10-101-6150-220	Anastasie M. Senat	05/30/2023	247.50
100-10-101-6150-220	Anastasie M. Senat	05/30/2023	495.00
100-10-101-6150-222	Sterling Codifiers Inc	05/23/2023	648.70
100-11-111-6100-115	Administrative Consulting Specialists LLC	05/01/2023	625.00
100-11-111-6100-115	Administrative Consulting Specialists LLC	06/01/2023	625.00
100-11-111-6100-115	Administrative Consulting Specialists LLC	04/01/2023	625.00
		Public Affairs	12,564.73



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-12-121-6120-305	Message in a Bottle	05/23/2023	140.00
100-12-121-6120-305	No. Illinois Police Alarm System	05/20/2023	175.00
100-12-124-6145-211	Sirchie Acquisition Company LLC.	05/19/2023	75.00
100-12-126-6140-112	Forest Printing Company	05/25/2023	250.00
		Police Department	640.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-15-151-6140-140 100-15-153-6170-202	Case Lots Inc	05/08/2023 05/08/2023	91.00 169.70
		Community Center	260.70



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	05/17/2023	138,332.38
100-21-211-5005-002	Fidelity Security Life Ins Co	05/22/2023	80.55
100-21-211-5005-002	Fidelity Security Life Ins Co	05/22/2023	577.82
100-21-211-5005-002	Guardian	05/22/2023	7,669.73
100-21-211-6110-110	Xerox Financial Services	05/10/2023	191.75
100-21-211-6110-110	Xerox Financial Services	05/10/2023	144.07
100-21-211-6120-300	Edward Occupational Health	05/31/2023	70.00
100-21-211-6130-250	Francisco Gomez	06/05/2023	67.13
100-21-211-6130-250	Judith Green	06/05/2023	94.73
100-21-211-6130-250	Dorothy Virgilio	06/05/2023	36.84
100-21-211-6140-104	Office 8	05/18/2023	244.95
100-21-211-6140-104	Quill	05/03/2023	569.11
100-21-211-6140-104	Quill	05/05/2023	186.20
100-21-211-6140-104	Quill	05/11/2023	205.36
100-21-211-6140-104	Quill	05/18/2023	32.64
100-21-211-6140-110	Forest Printing Company	05/15/2023	366.50
100-21-211-6140-110	Forest Printing Company	05/25/2023	236.50
100-21-211-6140-140	Quill	05/03/2023	20.46
100-21-211-6140-140	Quill	05/11/2023	46.42
100-21-211-6140-140	Quill	05/18/2023	66.37
100-21-211-6150-112	Vanessa Moritz	05/10/2023	93.95
100-21-211-6150-116	Growing Community Media NFP	05/24/2023	50.00
100-21-211-6150-150	AT&T	05/25/2023	110.98
100-21-211-6150-150	AT&T	05/25/2023	55.49
100-21-211-6150-150	AT&T	05/25/2023	50.80
100-21-211-6150-150	AT&T LONG DISTANCE	05/04/2023	5.19
100-21-211-6160-001	Illinois Counties Risk Management Trust	09/29/2022	1,824.00
100-21-211-6190-003	POLICE PENSION FUND	05/19/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	05/19/2023	8,952.00
100-21-211-7000-080	Pitney Bowes Inc	05/08/2023	358.71
100-21-211-7000-080	Pitney Bowes Inc	05/08/2023	198.00
100-21-211-7000-080	Xerox Financial Services	05/10/2023	122.50
100-21-211-7000-080	Xerox Financial Services	05/10/2023	1,684.21
100-22-221-6310-410	Administrative Consulting Specialists LLC	05/01/2023	416.66
100-22-221-6310-410	Administrative Consulting Specialists LLC	06/01/2023	416.66
100-22-221-6310-410	Administrative Consulting Specialists LLC	04/01/2023	416.66



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-30-301-7000-040	Witmer Public Safety Group	05/16/2023	20.69
100-30-301-7000-040	Witmer Public Safety Group	05/16/2023	55.30
100-30-301-7000-040	Witmer Public Safety Group	05/25/2023	372.44
100-30-302-6110-110	ESO Solutions Inc	05/25/2023	6,566.19
100-30-302-6110-150	Verizon Wireless	05/22/2023	208.66
100-30-302-6110-200	Air One Equipment Inc	05/23/2023	800.00
100-30-302-6145-100	Air One Equipment Inc	05/25/2023	595.00
100-30-302-6150-122	Aaron Hannan	05/31/2023	55.00
100-30-302-6150-122	William Toth	05/22/2023	55.00
100-30-302-6155-110	Jack's Rental Inc.	05/31/2023	191.95
100-30-303-6145-300	Witmer Public Safety Group	05/05/2023	141.94
	Accounts and Finan	ce (Fire Department)	9,062.17



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-40-401-5000-017	AMS Electric Inc	05/18/2023	1,530.00
100-40-401-5000-017	Tariq Dandan	06/01/2023	42.00
100-40-401-5000-017	Raymond Traynor	05/22/2023	135.00
100-40-402-6150-232	Tariq Dandan	06/01/2023	1,156.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	05/10/2023	75.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	05/17/2023	300.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	05/24/2023	200.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	06/01/2023	1,200.00
100-40-403-6150-226	Cook County Dept of Public Health	05/22/2023	1,900.00
	Department o	f Health and Safety	6,538.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-50-502-6180-160	Com Ed	05/19/2023	4,110.62
100-50-502-6185-108	JC Licht LLC	05/09/2023	312.20
100-50-502-6185-108	JC Licht LLC	05/10/2023	156.10
100-50-502-6185-108	JC Licht LLC	05/11/2023	312.20
100-50-502-6185-108	JC Licht LLC	05/15/2023	312.50
100-50-502-6185-108	JC Licht LLC	05/17/2023	459.10
100-50-502-6185-108	JC Licht LLC	05/18/2023	312.20
100-50-502-6185-108	JC Licht LLC	05/23/2023	312.20
100-50-502-6185-108	JC Licht LLC	05/24/2023	312.20
100-50-502-6185-108	JC Licht LLC	05/27/2023	18.30
100-50-502-6185-110	Traffic Control & Protection	n 05/19/2023	117.60
100-50-502-6185-112	Republic Services #551	05/15/2023	2,220.00
100-50-502-6185-501	Republic Services #551	05/15/2023	43,506.18
100-50-502-6185-502	Republic Services #551	05/15/2023	30,757.48
100-50-502-6185-503	Republic Services #551	05/15/2023	4,324.46
		Streets and Public Improvements	87,543.34



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-55-552-6180-114	Case Lots Inc	05/12/2023	598.80
100-55-552-6180-114	McAdam Landscaping	05/09/2023	376.00
100-55-552-6180-114	McAdam Landscaping	05/09/2023	910.00
100-55-552-6180-114	RUSSO POWER EQUIPMENT	05/23/2023	654.00
100-55-552-6180-114	McAdam Landscaping	04/30/2023	165.59
100-55-553-6180-150	Lyons Pinner Electric Co	05/22/2023	369.32
100-55-553-6180-150	Lyons Pinner Electric Co	05/31/2023	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	05/31/2023	595.00
100-55-553-6180-160	Com Ed	05/12/2023	95.29
100-55-553-6180-160	Com Ed	05/24/2023	602.58
100-55-553-6180-160	Com Ed	05/25/2023	177.75
100-55-553-6180-160	Com Ed	05/26/2023	345.17
100-55-553-6180-160	Com Ed	05/26/2023	114.85
100-55-553-6180-160	Com Ed	05/26/2023	178.62
100-55-553-6180-160	Com Ed	05/26/2023	24.66
100-55-553-6180-160	Com Ed	05/26/2023	24.14
100-55-553-6180-160	Com Ed	05/26/2023	24.14
100-55-553-6180-160	Com Ed	05/26/2023	27.12
100-55-553-6180-160	Com Ed	05/30/2023	27.32
100-55-553-6180-160	Com Ed	05/30/2023	35.69
100-55-555-6180-100	Comcast	05/08/2023	200.01
100-55-555-6180-100	Quill	05/03/2023	244.87
100-55-555-6180-100	Quill	05/11/2023	399.27
100-55-555-6180-100	Quill	05/18/2023	128.88
100-55-555-6180-100	Quill	05/18/2023	150.99
100-55-555-6180-100	PremiStar-North	05/17/2023	3,809.73
100-55-555-6180-100	PremiStar-North	05/26/2023	484.00
100-55-555-6180-110	Comcast	05/13/2023	128.95
100-55-555-6180-110	Competitive Door & Supply	05/16/2023	625.00
100-55-555-6180-110	Westchester Lock & Key Service Inc	05/23/2023	238.00
100-55-555-6180-120	C.G.Professional Services Inc	04/28/2023	534.40
100-55-555-6180-120	Clear View	05/27/2023	466.26
100-55-555-6180-130	Case Lots Inc	05/08/2023	68.80
100-55-555-6180-130	PremiStar-North	05/24/2023	1,396.81
100-55-555-6180-140	Comcast	05/07/2023	2.11
100-55-555-6180-140	Comcast	05/22/2023	188.04
100-55-555-6180-140	Case Lots Inc	05/12/2023	79.80
100-55-555-6180-140	Clear View	05/17/2023	3,926.30



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-55-555-6180-140	Clear View	05/27/2023	547.05
100-55-555-6180-150	NuToys Leisure Products	04/20/2023	1,723.00
100-55-570-6155-101	Mohr Oil Company	05/25/2023	14,764.48
100-55-570-6155-106	Bonnell Industries Inc.	05/24/2023	333.16
100-55-570-6155-106	CCP INDUSTRIES INC	05/23/2023	122.90
100-55-570-6155-106	Factory Motor Parts Co	05/17/2023	85.20
100-55-570-6155-106	Factory Motor Parts Co	05/19/2023	279.00
100-55-570-6155-106	Factory Motor Parts Co	05/19/2023	146.01
100-55-570-6155-106	Factory Motor Parts Co	05/24/2023	152.53
100-55-570-6155-106	Factory Motor Parts Co	05/30/2023	287.44
100-55-570-6155-106	Factory Motor Parts Co	05/30/2023	(84.00)
100-55-570-6155-106	Illinois Communications Sales Inc	05/26/2023	300.00
100-55-570-6155-106	Linde Gas North America LLC	05/23/2023	199.00
100-55-570-6155-106	Linde Gas North America LLC	05/23/2023	71.38
100-55-570-6155-106	RUSSO POWER EQUIPMENT	05/31/2023	261.00
100-55-570-6155-106	Standard Equipment Co.	05/31/2023	611.62
100-55-570-6155-106	Standard Equipment Co.	06/01/2023	(46.72)
100-55-570-6155-106	Standard Equipment Co.	06/01/2023	62.22
100-55-570-6155-106	Zeigler Ford North Riverside	09/06/2022	68.90
100-55-570-6155-106	Zeigler Ford North Riverside	09/06/2022	346.10
100-55-570-6155-106	Zeigler Ford North Riverside	09/06/2022	15.46
100-55-570-6155-106	Zeigler Ford North Riverside	09/07/2022	5.36
100-55-570-6155-106	Zeigler Ford North Riverside	09/08/2022	73.88
100-55-570-6155-106	Zeigler Ford North Riverside	09/08/2022	(75.00)
100-55-570-6155-106	Zeigler Ford North Riverside	09/12/2022	79.46
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2022	394.58
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2022	9.90
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2022	283.09
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2022	(2.00)
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2022	(2.00)
100-55-570-6155-106	Zeigler Ford North Riverside	09/20/2022	117.72
100-55-570-6155-106	Zeigler Ford North Riverside	09/20/2022	87.60
100-55-570-6155-106	Zeigler Ford North Riverside	09/20/2022	(62.94)
100-55-570-6155-106	Zeigler Ford North Riverside	09/21/2022	80.62
100-55-570-6155-106	Zeigler Ford North Riverside	09/26/2022	112.46
100-55-570-6155-106	Zeigler Ford North Riverside	09/27/2022	373.09
100-55-570-6155-106	Zeigler Ford North Riverside	10/01/2022	211.60
100-55-570-6155-106	Zeigler Ford North Riverside	10/14/2022	54.18



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
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	05/24/2023	165.89
100-55-570-6155-110	Snap on Industrial	05/26/2023	403.72
100-55-570-6155-112	Commercial Tire Service	05/10/2023	637.39
100-55-570-6155-112	Fire Service Inc	03/29/2023	54.57
100-55-580-6155-120	Jack's Rental Inc.	05/16/2023	156.69
100-55-580-6155-120	RUSSO POWER EQUIPMENT	05/19/2023	119.99
100-55-580-6180-302	Davis Tree Care	05/17/2023	550.00
100-55-580-6180-302	Davis Tree Care	05/18/2023	1,575.00
100-55-580-6180-302	Davis Tree Care	06/02/2023	1,625.00
100-55-580-6180-302	Davis Tree Care	06/02/2023	450.00
		Public Property	49,307.89



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
230-00-000-6150-152	Verizon Wireless	05/22/2023	72.74
230-00-000-6150-152	Verizon Wireless	05/22/2023	210.80
230-00-000-6900-230	J.G. Uniforms	05/17/2023	145.00
230-00-000-6900-230	Ray O'Herron Co Inc	05/18/2023	120.00
230-00-000-6900-230	Ray O'Herron Co Inc	05/22/2023	159.99
230-00-000-6900-230	Ray O'Herron Co Inc	05/22/2023	159.99
230-00-000-6900-230	Ray O'Herron Co Inc	05/24/2023	(9.95)
230-00-000-6900-230	SECRETARY OF STATE	05/23/2023	306.00
		Seizure	1,164.57



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
232-00-000-6900-232 232-00-000-6900-232	Administrative Consulting Specialists LLC Administrative Consulting Specialists LLC	05/01/2023 06/01/2023	625.00 625.00
232-00-000-6900-232	Comcast Comparising Specialists 222	05/22/2023	172.22
232-00-000-6900-232	North East Multi-Reg Training	03/28/2023	5,130.00
232-00-000-6900-232 232-00-000-6900-232	North East Multi-Reg Training Administrative Consulting Specialists LLC	05/10/2023 04/01/2023	150.00 625.00
	<b>G</b> 1	Federal Customs	7,327.22



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
302-00-000-6100-115	Ryan LLC	06/07/2023	2,270.84
302-00-000-6185-700	Growing Community Media NFP	06/01/2023	112.00
304-00-000-6100-115	Ryan LLC	06/07/2023	2,270.83
304-00-000-6180-114	McAdam Landscaping	05/09/2023	911.00
304-00-000-6180-114	McAdam Landscaping	05/15/2023	3,918.00
309-00-000-6100-115	Ryan LLC	06/07/2023	2,270.83
309-00-000-6185-700	Growing Community Media NFP	06/01/2023	112.00
		TIF	11,865.50



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
312-00-000-6150-152	Verizon Wireless	05/22/2023	38.01
312-00-000-6180-114	McAdam Landscaping	05/09/2023	911.00
312-00-000-6180-114	McAdam Landscaping	05/15/2023	9,922.00
312-00-000-7000-109	Uno Construction Co Inc	06/01/2023	20,068.50
312-00-000-7000-312	K-Five Hodgkins LLC	05/09/2023	80.00
312-00-000-7000-312	K-Five Hodgkins LLC	05/10/2023	73.30
312-00-000-7000-312	K-Five Hodgkins LLC	05/10/2023	80.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/30/2023	160.00
		VIP	31,332.81



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
501-80-800-6110-105	Verizon Wireless	05/22/2023	36.01
501-80-800-6150-150	AT&T	05/25/2023	59.46
501-80-800-6150-154	Com Ed	05/11/2023	349.71
501-80-800-6150-154	Com Ed	05/12/2023	20.27
501-80-800-6150-154	Com Ed	05/26/2023	61.54
501-80-800-6150-154	Com Ed	05/26/2023	21.23
501-80-800-6800-151	Centurion Plumbing Company	05/23/2023	7,744.64
501-80-800-6800-151	Centurion Plumbing Company	06/01/2023	8,942.84
501-80-800-6800-151	Core & Main LP	05/08/2023	241.20
501-80-800-6800-151	Core & Main LP	05/11/2023	382.66
501-80-800-6800-151	Elmhurst Chicago Stone Company	05/11/2023	1,012.50
501-80-800-6800-151	HOME DEPOT CREDIT	04/22/2023	143.64
501-80-800-6800-151	OTM Water Services	05/15/2023	2,050.00
501-80-800-6800-153	Comcast	05/06/2023	83.90
501-80-800-6800-153	Kinetic Energy Inc.	05/31/2023	354.00
501-80-800-7000-010	Uno Construction Co Inc	06/01/2023	3,937.50
501-80-800-7000-020	Brandon Betancourt	05/19/2023	68.00
501-80-800-7000-020	Schultz Supply Co Inc	05/16/2023	5,490.00
501-80-800-7000-020	Uno Construction Co Inc	06/01/2023	168,054.67
501-80-800-7000-030	XTreme Graphics Lettering	05/05/2023	750.00

Water Department 199,803.77

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
June 12, 2023

#### **Issue Statement**

Request for Village Council action: Ordinance Fixing the Salaries for the Officials and Employees of the Village of Forest Park From and After May 1, 2023

#### **Background**

The annual salary ordinance has been amended pursuant to direction that calls for salary adjustments for full-time and part-time non-union Village employees at a sum of 2% for those making over \$100,000 currently and 4% for those making under \$100,000 currently – starting on May 1, 2023.

Please note that the actual new salaries for full-time employees are slightly less than the noted top number within the position's range; new salaries were rounded up no more than \$1,100.

The proposed ordinance also creates a part-time administrative intern position that is geared towards an individual pursuing an undergraduate or graduate level degree specializing in municipal government operations.

#### **Attachments**

- 2023-2024 Salary Ordinance (May 1, 2023 thru April 30, 2024)

#### ORDINANCE NO. O- -23

# AN ORDINANCE FIXING THE SALARIES FOR THE OFFICIALS AND EMPLOYEES OF THE VILLAGE OF FOREST PARK FROM AND AFTER MAY 1, 2023

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

**SECTION 1: SALARIES:** The salaries of the officials and employees of the Village of Forest Park, Cook County, Illinois, shall be and the same are hereby fixed at the amounts hereinafter set forth.

#### I. OFFICIALS

- 1a) Mayor: \$30,000 per year
- 1b) Local Liquor Commissioner: \$10,000 per year
- 1c) Commissioner: \$10,000 per year
- 1d) Village Prosecutor: \$20,000 \$55,000
- 1e) Village Treasurer: \$2,750 \$3,700

#### II. OFFICE OF THE MAYOR – DEPARTMENT OF PUBLIC AFFAIRS

- 2a) Village Administrator: \$85,000 \$129,000 \$131,000
- 2b) Executive Secretary to Mayor: \$40,000 \$67,000 \$70,000
- 2c) Risk Management Safety Coordinator: \$2,500
- 2d) Board of Fire and Police Commissioners Secretary: \$6,000
- 2e) Undergraduate/Graduate Level Administrative Intern: \$15.00-\$18.24 per hour

#### III. HOWARD MOHR COMMUNITY CENTER

- 3a) Community Center Director: \$50,000 \$100,000 \$103,000
- 3b) Assistant Community Center Director: \$45,000 \$65,000 \$68,000
- 3b) Full-time Driver: (as per collective bargaining agreement)
- 3c) Part-time Driver: \$12.00 Illinois Minimum Wage \$16.29 \$16.95 per hour
- 3d) Full-time Clubhouse Director: \$30,000 \$51,500
- 3e) Full-time Assistant Clubhouse Coordinator: (as per collective bargaining agreement)
- 3f) Part-time Clubhouse Coordinator: \$12.00 Illinois Minimum Wage -\$13.50 \$14.05 per hour
- 3g) Part-time Clubhouse Counselor/Instructor: \$12.00 Illinois Minimum Wage \$16.50 \$17.16 per
- hour
- 3h) Community Center Custodian: (as per collective bargaining agreement)

3i) Part-time seasonal summer help: \$12.00 Illinois Minimum Wage - \$16.50 \$17.16 per hour

#### **IV. CLERK'S OFFICE**

- 4a) Village Clerk: \$50,000 \$105,000 \$105,000
- 4b) Finance Director/Comptroller: \$65,000 \$130,000
- 4c) Finance Assistant: \$40,000 \$70,000 \$73,000
- 4d) Administration/Head Cashier: (as per collective bargaining agreement)
- 4e) Administration/Switchboard: (as per collective bargaining agreement)
- 4f) Administration/Accounts Receivable: (as per collective bargaining agreement)
- 4g) Administration/Accounts Payable: (as per collective bargaining agreement)
- 4h) Administration/Utility Billing Processor/Cashier: (as per collective bargaining agreement)

#### V. POLICE DEPARTMENT

- 5a) Chief of Police: \$80,000 \$146,000 \$147,000 and, for any officer who held the rank of Chief of Police, Deputy Chief or Police Lieutenant on January 1, 2018, upon completing 25 years or more of service with the Village of Forest Park Police Department, an additional amount equal to 4.5% of the base salary
- 5b) Deputy Chief: \$80,000 \$134,000 \$137,000 and, for any officer who held the rank of Chief of Police, Deputy Chief or Police Lieutenant on January 1, 2018, upon completing 25 years or more of service with the Village of Forest Park Police Department, an additional amount equal to 4.5% of the base salary
- 5c) Lieutenant: \$80,000 \$130,000 \$130,000, and, for any officer who held the rank of Chief of Police, Deputy Chief or Police Lieutenant on January 1, 2018, upon completing 25 years or more of service with the Village of Forest Park Police Department, an additional amount equal to 4.5% of the base salary
- 5d) Sergeant: (as per collective bargaining agreement)
- 5e) Regular Patrolmen: (as per collective bargaining agreement)
- 5f) Part-time Police Officer: \$20.00 \$27.00 \$28.10 per hour
- 5g) Auxiliary Police Officer (Special Detail): \$15.87 \$16.50 per hour
- 5h) Part-time Civilian Personnel assigned to parking/call takers: (as per collective bargaining agreement)
- 5i) Parking/Records Clerk: (as per collective bargaining agreement)
- 5j) Civilian Records/Police Clerk: (as per collective bargaining agreement)
- 5k) Secretary to Chief of Police: \$40,000 \$77,000 \$80,000

- 51) Parking Enforcement: (as per collective bargaining agreement)
- 5m) School Crossing Guard: \$17.57 \$18.30 per hour
- 5n) Annual Specialty Pay: (as per collective bargaining agreement)

#### VI. FIRE DEPARTMENT

- 6a) Fire Chief: \$80,000 \$144,000 \$147,000, and, for any officer who held the rank of Fire Chief or Captain/Deputy Fire Chief on January 1, 2018, upon completing 25 years or more of service with the Village of Forest Park Fire Department, an additional amount equal to 4.5% of the base salary
- 6b) Captain/Deputy Chief: \$80,000 \$134,000 \$137,000 and, for any officer who held the rank of Fire Chief or Captain/Deputy Fire Chief on January 1, 2018, upon completing 25 years or more of service with the Village of Forest Park Fire Department, an additional amount equal to 4.5% of the base salary
- 6c) Lieutenant: (as per collective bargaining agreement)
- 6d) Regular Firefighter: (as per collective bargaining agreement)
- 6e) Part-time Fire Inspector: (as per FLSA Section 7(g))
- 6f) Part-time Fire Instructor: (as per FLSA Section 7(g))

#### VII. DEPARTMENT OF PUBLIC HEALTH AND SAFETY

- 7a) Director of Public Health & Safety: \$70,000 \$105,000
- 7b) Code Enforcement Officer/Inspector: (as per collective bargaining agreement)
- 7c) Part-time Seasonal Building Inspector: \$12.00 Illinois Minimum Wage \$16.50 \$17.16 per hour
- 7d) Administrative Secretary to Building Director: (as per collective bargaining agreement)
- 7e) Building Department Secretary: (as per collective bargaining agreement)

### VIII. DEPARTMENT OF PUBLIC WORKS

8a) Director of Public Works: \$75,000 - \$125,000

#### **8.1. DIVISION STREETS & PUBLIC IMPROVEMENTS**

- 8.1a) Chauffer(s) Operating Heavy Equipment: (as per collective bargaining agreement)
- 8.1b) Service & Certified Class C Water Operator/Water Department: (as per collective bargaining agreement)
- 8.1c) Seasonal Summer Help: \$12.00 Illinois Minimum Wage \$16.50 \$17.16 per hour

#### **8.2 DIVISION OF PUBLIC PROPERTY**

- 8.2a) Chauffeur(s) Operating Heavy Equipment: (as per collective bargaining agreement)
- 8.2b) Fleet Manager: (as per collective bargaining agreement)
- 8.2c) Parking Meter Repairperson: (as per collective bargaining agreement)
- 8.2d) Custodian: (as per collective bargaining agreement)
- 8.2f) Custodian 2: (as per collective bargaining agreement)
- 8.2g) Seasonal Summer Help: \$12.00 Illinois Minimum Wage \$16.50 \$17.16 per hour

#### **SECTION 2: BENEFITS:**

#### A. HEALTH INSURANCE:

All full-time, regular employees who are not subject to a collective bargaining agreement and who are covered under the Village Health Insurance Plans shall contribute at the monthly rate scheduled herein, effective September 1, 2015:

PPO Plan: 20% of premium cost HMO Plan: 18% of premium cost

HDP/HSA Plan: 18% of premium cost

In addition to the contributions set forth hereinabove, any person who was employed as a Captain/Deputy Fire Chief or Fire Chief on January 1, 2018, and who has more than 25 years of service with the Village of Forest Park Fire Department, shall contribute an additional sum, on a monthly basis, equal to 4.5% of such employee's base salary, and any person who was employed as a Police Lieutenant, Deputy Chief of Police or Chief of Police on January 1, 2018, and who has more than 25 years of service with the Village of Forest Park Police Department, shall contribute an additional sum, on a monthly basis, equal to 4.5% of such employee's base salary.

**B.** HDP/HSA: Effective September 1, 2015, any full-time, regular employee who is not a member of a union covered in a collective bargaining agreement, will be eligible to enroll in a high deductible plan ("HDP") of health insurance with deductibles of at least \$2,500.00 per year for single coverage and at least \$5,000.00 per year for family coverage. The Village will pay 82% of the premium cost and the employee will pay 18% of the premium cost, for whichever HDP coverage the employee elects. In addition to the contributions set forth hereinabove, any person who was employed as a Captain/Deputy Fire Chief or Fire Chief on January 1, 2018, and who has more than 25 years of service

with the Village of Forest Park Fire Department, shall contribute an additional sum, on a monthly basis, equal to 4.5% of such employee's base salary, and any person who was employed as a Police Lieutenant, Deputy Chief of Police or Chief of Police on January 1, 2018, and who has more than 25 years of service with the Village of Forest Park Police Department, shall contribute an additional sum, on a monthly basis, equal to 4.5% of such employee's base salary.

Employees who opt for the HDP will be required to establish a Health Savings Account ("HSA"). The Village will contribute 90% of the difference between the Village's portion of the premium for the PPO plan (calculated at 82% of the premium) and the HDP (calculated at 82% of the premium). The Village's contribution to the HSA on behalf of employees will be provided on a monthly basis.

Employees hired on or after January 1, 2016, shall be required to enroll in the HMO or HDP plan, any time such employee elects to enroll in the Village's group health insurance plan.

#### C. AFFORDABLE CARE ACT EXCISE TAX:

Effective January 1, 2018, in addition to the employee premium contributions set forth above, employees who are enrolled in the PPO plan shall be required to pay, as additional health insurance premium contributions, an amount equal to any excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act, or any similar state or federal legislation or regulation.

## D. HEALTH INSURANCE OPT OUT:

Effective January 1, 2013, any full-time, regular employee who is not a member of a union covered in a collective bargaining agreement, (including employees whose spouse is also a Village employee) who does not want to be covered by a Village health insurance plan may decline the coverage and will be paid 40% of the Village's portion of the premium for the lowest cost plan offered by the Village, comparable to the Village plan in which the employee was last enrolled (e.g., single; family), not to exceed \$5000. For new hires or employees who were not enrolled in a Village plan in the previous year, the payment shall equal 40% of the Village's portion of the premium for the lowest cost single plan offered by the Village, not to exceed \$5,000. This payment will be made only to those employees who decline all Village health insurance (for example, no single coverage and no family coverage). Because having health insurance is vitally important, no employee will be allowed to decline the coverage unless they can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance Form. If

an employee loses coverage from the other insurance plan during the year, the employee will be permitted to re-enroll in the Village's insurance plan in accordance with the "Special Enrollment for loss of Other Coverage" pursuant to the Village's group plan document. The employee will also be required to refund to the Village that portion of the cash incentive, pro-rated according to the length of time the employee was not insured.

#### **E.** LIFE INSURANCE:

Department Heads, Deputies and Assistant Department Heads, the Village Clerk and Deputy Village Clerk(s) will be covered by a \$100,000 group life insurance policy paid by the Village. All other full-time, regular employees (excluding employees attached to the Department of Streets and Public Improvements and the Department of Public Property covered by a collective bargaining agreement) will be covered by a \$50,000.00 group life insurance policy paid by the Village. After 65 years of age, the amount will be as determined by the Council and carrier.

**SECTION 3:** Except as otherwise provided the salaries herein specified shall become effective as of the first day of May, 2023, payable semi-monthly on the fifteenth and last day of each month.

**SECTION 4:** Salaries enumerated herein apply to all existing employees and new hires engaged after the effective date of this Ordinance.

**SECTION 5:** Any ordinance or portion of any ordinance in conflict with any provision of this Ordinance is hereby repealed to the extent of such conflict.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

<b>ADOPTED</b> by the Council of the Village of Forest	Park, Cook County, Illinois, this 12 <sup>th</sup> day of June, 2023.
AYES:	
NAYS:	
ABSENT:	SIGNED:
ATTEST:	Rory E. Hoskins, Mayor
Vanessa Moritz, Village Clerk	

#### **AGENDA MEMO**

Village Council Meeting

Forest Park, Illinois

June 12, 2023

#### **Issue Statement**

Request for Village Council action: Resolution Approving Amended Specifications Related to the Advertising of Bids for the Village of Forest Park Water Tower Paving Project

#### Background

At the May 22, 2023 Village Council Meeting, the Village Council approved specifications and authorized the bid process for a project that entails the paving of the base site areas at both of the Village's two water tower sites.

Following this meeting, the Village Public Works Department responded to a water main break on Belvidere Avenue. The main break undermined the roadway pavement in the area surrounding the break; the restoration of the roadway, in this specific instance, requires the expertise of a paving contractor.

The Village Engineer issued an addendum to the paving bid packet that calls for pricing to restore Belvidere Avenue, in addition to paving the base site area of each water tower site.

Prior to the award of any paving contract related to the above by the Village Council, the Council shall confirm the amendment to the bid specifications.

#### Attachments

- Resolution approving amended bid packet paving specifications;
- Addendum 1.

#### RESOLUTION NO. R- -23

# A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE SPECIFICATIONS AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE AMENDED VILLAGE OF FOREST PARK WATER TOWER AND BELVIDERE AVENUE PAVING PROJECTS

WHEREAS, the Village of Forest Park ("Village"), pursuant to Resolution No. R-40-23, approved the plans and specifications and authorizing the advertisement of bids for the Water Tower Paving Project in the Village (the "Water Tower Paving Project"); and,

WHEREAS, subsequent to approval of the specifications and authorization of advertising for bids for the Water Tower Paving Project, repair on a watermain break under Belvidere Avenue now requires paving repair and restoration ("Belvidere Avenue Paving Project"); and,

WHEREAS, in order to efficiently secure cost effective pricing for the repair of the Belvidere Avenue Paving Project, the Village proposes to amend the Specifications and seek bids for the Water Tower Paving Project to include the Belvidere Avenue Paving Project, pursuant to an addendum to the Water Tower Paving Project contract specifications package, and to seek bids for both (collectively, the "Amended Project").

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

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

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve Addendum No. 1, attached hereto as <a href="Exhibit A">Exhibit A</a> and made a part hereof ("Addendum No. 1") to the specifications and advertise and solicit bids for the Amended Project.

#### Section 2. Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause a virtual advertisement and solicitation of bids, pursuant to the public bid process and in substantially the form of the Water Tower Paving Project Contract Specifications Package, modified by Addendum No. 1.

#### Section 3. Effective Date

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12<sup>th</sup> day of June, 2023.

•	
AYES:	
NAYS:	
ABSENT:	
	APPROVED by me this 12 <sup>th</sup> day of June, 2023.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of June, 2023.	
Vanessa Moritz, Village Clerk	

# EXHIBIT "A"

# Addendum No. 1 to the Amended Project Specifications

#### **ADDENDUM NO. 1**

May 31, 2023

To:
Contract Documents Entitled
Water Tower Paving Project

For: Village of Forest Park

Prepared By: Christopher B. Burke Engineering, Ltd. (CBBEL Project No. 000023.BG0095)

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by returning the signed acknowledgement to James Amelio at <a href="mailto:jamelio@cbbel.com">jamelio@cbbel.com</a>. Failure to do so may subject Bidder to disqualification.

Addendum No. 1 consists of the following changes and clarifications:

- An additional location has been added to the project. The location is on Belvidere Avenue approximately 150' south of Franklin Avenue. The work at Belvidere Avenue consists of:
  - a. HOT MIX ASPHALT SURFACE REMOVAL, 3" 150 SY,
  - b. PREPARATION OF BASE 150 SY,
  - c. HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50 17 TONS
  - d. HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50 17 TONS
- 2. The Schedule of Prices sheet has been changed to add the Belvidere quantities and will be updated in the online bid portal. Any contractor that has already submitted their bid, will need to resubmit.
- 3. The completion date shall not change.
- 4. The Bid Due Date and Time have not changed.

END OF ADDENDUM NO. 1

### Village of Forest Park

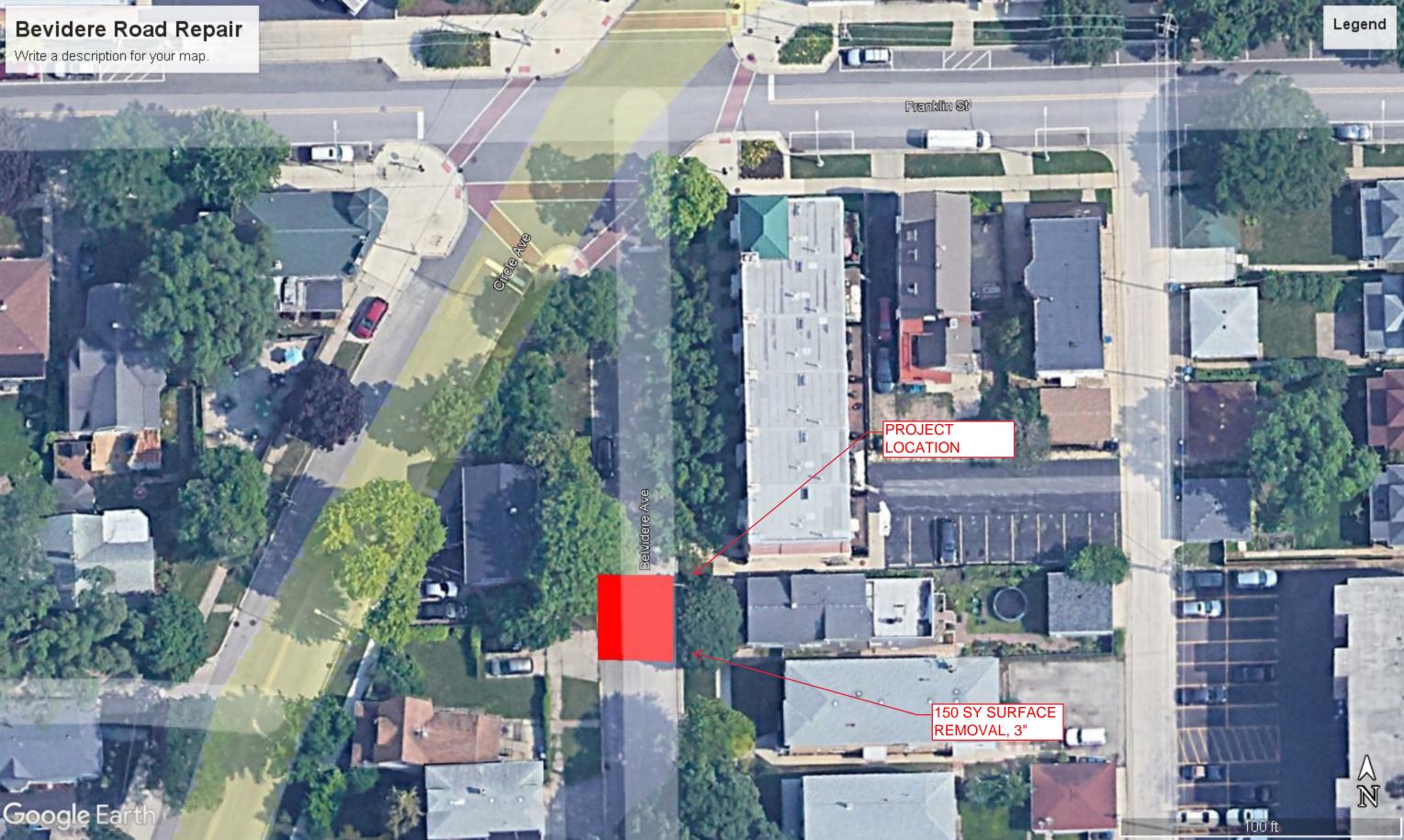
# Forest Park Water Tower Paving Project (CBBEL Project No. 000023.BG00095)

#### **ADDENDUM NO. 1**

i acknowledge t	ne receipt of Adde	endum No. 1 for t	ine above referenc	cea project:

Signed:	
olgrieu.	Name
	Name of Company
	Date

JFA



#### RESOLUTION NO. R-\_\_\_\_\_-23

## A RESOLUTION AUTHORIZING THE AWARD FOR THE WATER TOWER PAVING PROJECT CONTRACT TO CHICAGOLAND PAVING, INC.

WHEREAS, the Village of Forest Park previously approved specifications and readvertised for bids for the Water Tower Paving Project ("Project"); and

WHEREAS, on June 6, 2023, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and two (2) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$78,200.00
1	Chicagoland Paving	\$45,000.00
2	M&J Asphalt Paving	\$59,688.00

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

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Chicagoland Paving, Inc. to be a lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Chicagoland Paving, Inc. for the bid in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Chicagoland Paving, Inc., for the bid in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00); and

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

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Chicagoland Paving, Inc., for the bid in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, Chicagoland Paving, Inc., for the bid in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12<sup>th</sup> day of June, 2023.

AYES:	
NAYS:	
ABSENT:	
	APPROVED by me this 12 <sup>th</sup> day of June, 2023.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of June, 2023.	
Vanessa Moritz, Village Clerk	



#### CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 6, 2023

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: Water Tower Paving Project

**Bid Results / Recommendation of Award** 

(CBBEL Project No. 00-23BG0095)

Dear Mr. Amidei:

On Tuesday, June 6, 2023 at 10:00 a.m. bids were received virtually and opened publicly via zoom meeting for the Water Tower Paving Project. Two (2) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 78,200.00
1	Chicagoland Paving	\$ 45,000.00
2	M&J Asphalt Paving	\$ 59,688.00

Chicagoland Paving Inc. is the low bidder with a bid of \$ 45,000.00. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with Chicagoland Paving previously and they appear qualified to perform this work.

Enclosed for your review is the bid tabulation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE

Group Lead

cc: Sal Stella - Village of Forest Park

Water Tower Paving Project (#8526711)

Owner: Village of Forest Park

Solicitor: Christopher B Burke Engineering Ltd

06/06/2023 10:00 AM CDT

						Engineer	Estimate	Chicagola	and Paving	M & J Asp	halt Paving
Lin	e Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	35800100	PREPARATION OF BASE	SQ YD	1128	\$5.00	\$5,640.00	\$2.50	\$2,820.00	\$6.00	\$6,768.00
	2	40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	100	\$250.00	\$25,000.00	\$100.00	\$10,000.00	\$180.00	\$18,000.00
	3	40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	100	\$250.00	\$25,000.00	\$237.20	\$23,720.00	\$180.00	\$18,000.00
	4	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	1128	\$20.00	\$22,560.00	\$7.50	\$8,460.00	\$15.00	\$16,920.00
							\$78,200.00		\$45,000.00		\$59,688.00

#### RESOLUTION NO. R- -23

## RESOLUTION AUTHORIZING THE EXECUTION OF PAY REQUEST #2 FOR THE 2023 WATER MAIN PROJECT TO UNO CONSTRUCTION CO., INC. (WILCOX & FERDINAND)

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2023 Water Main Project ("Project") to Uno Construction Co., Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #2 for completed work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #2 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #2; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 to Contractor in the amount of One Hundred Ninety-Two Thousand Sixty and 67/100 (\$192,060.67); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #2 to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #2 to Contractor in the amount of One Hundred Ninety-Two Thousand Sixty and 67/100 (\$192,060.67) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage and
adoption in accordance with law.
ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12 <sup>th</sup>
day of June, 2023.
AYES:
NAYS:
ABSENT:
APPROVED by me this 12 <sup>th</sup> day of June, 2023.
Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of June, 2023.
Vanessa Moritz, Clerk

#### UNO CONSTRUCTION CO., INC. 2023 WATER MAIN PROJECT (WILCOX & FERDINAND) PAY REQUEST #2



#### CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 1, 2023

Village of Forest Park Department of Public Works 7343 W. 15th Street Forest Park, IL 60130

Attention: Salvatore Stella

Director of Public Works

Subject: 2023 Water Main Project – Wilcox & Ferdinand

Pay Request #2

(CBBEL Project No. R000023.00105)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #2 submitted by Uno Construction Co. Inc. in the amount of **\$192,060.67** for the work completed so far. The payment will be:

1.	Contract Amount	\$ 2,636,531.00
2.	Work Completed to Date	\$ 277,308.25
3.	Less Previous Payments	\$ 57,516.75
4.	Less Retainage (10%)	\$ 27,730.83
5.	Amount Due	\$ 192,060.67

We recommend payment in the amount of \$192,060.67 to Uno Construction Co. Inc.

Please find enclosed the invoice, waiver of lien and certified payroll. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn

Construction Engineer

### Uno Construction Co. Inc.

6037 Brookbank Rd. Downers Grove, IL 60516 630-810-5740 630-810-5744 FAX www.unosewer.com



#### Pay Estimate No. 2

Project:

2023 Water Main Project

Owner:

Village of Forest Park

517 DesPlaines Ave.

Forest Park, IL 60130

Amount:

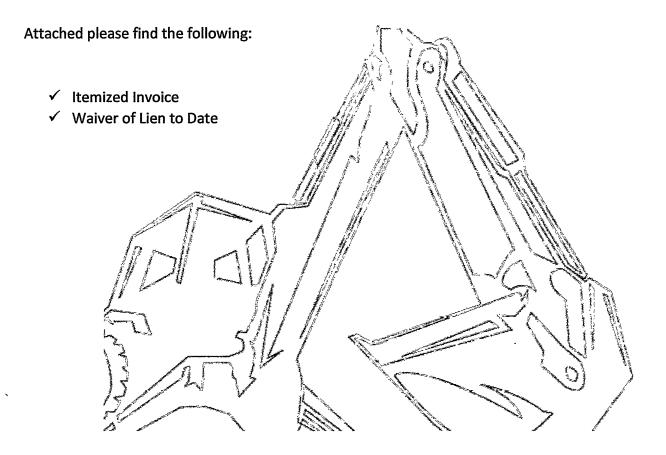
\$ 277,308.25

Less 10% Retention: \$ 27,730.83

Less Previous Payout: \$ 57,576.75

**Balance Due:** 

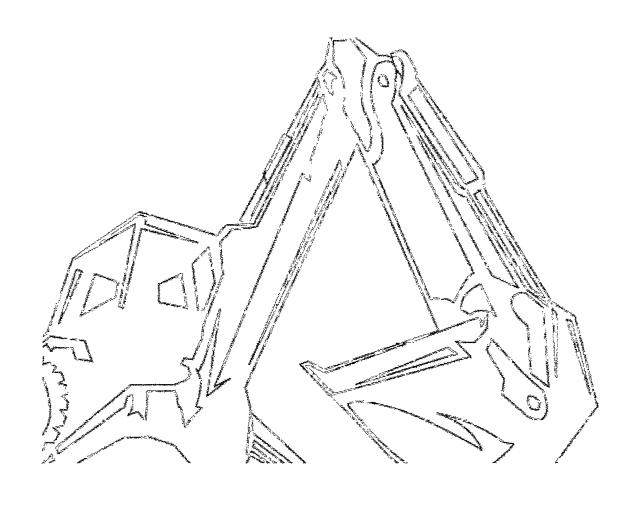
\$ 192,060.67



	Item Description	Unit	Plan QTY	Unit Price	Bid Total	Qty to Date	Built Total
1	TREE TRUNK PROTECTION	EA	44.00	\$24.00	\$1,056.00	0.00	\$0.00
2	TRENCH BACKFILL	CY	2,250.00	\$45.00	\$101,250.00	698.60	\$31,437.00
3	STORM SEWER REMOVAL, 10"	FT	104.00	\$15.00	\$1,560.00	0.00	\$0.00
4	STORM SEWER REMOVAL, 12"	EA	293.00	\$15.00	\$4,395.00	0.00	\$0.00
5	STORM SEWER REMOVAL, 15"	FT	55.00	\$20.00	\$1,100.00	0.00	\$0.00
6	STORM SEWER REMOVAL, 18"	FT	22.00	\$10.00	\$220.00	0.00	\$0.00
7	DUCTILE IRON WATER MAIN TEE, 8" X 4"	EA	1.00	\$700.00	\$700.00	0.00	\$0.00
8	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EA	6.00	\$700.00	\$4,200.00	4.00	\$2,800.00
9	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EA	1.00	\$700.00	\$700.00	0.00	\$0.00
10	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	EA	3.00	\$500.00	\$1,500.00	0.00	\$0.00
11	DUCTILE IRON WATER MAIN 6"	FT	125.00	\$75.00	\$9,375.00	25.00	\$1,875.00
12	DUCTILE IRON WATER MAIN 8"	FT	2,272.00	\$135.00	\$306,720.00	895.75	\$120,926.25
13	DUCTILE IRON WATER MAIN 10"	FT	10.00	\$130.00	\$1,300.00	0.00	\$0.00
14	DUCTILE IRON WATER MAIN 12"	FT	15.00	\$130.00	\$1,950.00	7.00	\$910.00
15	WATER VALVES 6"	EA	1.00	\$3,500.00	\$3,500.00	0.00	\$0.00
16	WATER VALVES 8"	EA	8.00	\$3,600.00	\$28,800.00	4.00	\$14,400.00
17	WATER VALVES 10"	EA	1.00	\$3,700.00	\$3,700.00	0.00	\$0.00
18	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EA	15.00	\$750.00	\$11,250.00	6.00	\$4,500.00
19	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FT	300.00	\$75.00	\$22,500.00	52.50	\$3,937.50
20	FIRE HYDRANTS TO BE REMOVED	EA	4.00	\$300.00	\$1,200.00	0.00	\$0.00
21	FIRE HYDRANT WITH AUXILARY VALVE AND VALVE BOX	EA	6.00	\$9,000.00	\$54,000.00	3.00	\$27,000.00
22	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3.00	\$8,000.00	\$24,000.00	0.00	\$0.00
23	VALVE VAULTS, TYPE A, 6'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	10.00	\$4,800.00	\$48,000.00	4.00	\$19,200.00

24	MANHOLES TO BE RECONSTRUCTED	EA	19.00	\$2,000.00	\$38,000.00	0.00	\$0.00
25	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00	0.90	\$4,500.00
26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LS	1.00	\$50,000.00	\$50,000.00	0.30	\$15,000.00
27	CONSTRUCTION LAYOUT (SPECIAL)	LS	- 1.00	\$9,500.00	\$9,500.00	0.30	\$2,850.00
28	STORM SEWER REPAIR	FT	30.00	\$45.00	\$1,350.00	0.00	\$0.00
29	CURED-IN-PLACE PIPE LINER, 12"	FT	606.00	\$80.00	\$48,480.00	0.00	\$0.00
30	EXPLORATION TRENCH (SPECIAL)	FT	200.00	\$2.00	\$400.00	0.00	\$0.00
31	WATER MAIN REMOVAL	FT	70.00	\$45.00	\$3,150.00	10.50	\$472.50
32	VALVE VAULTS TO BE REMOVED	EA	8.00	\$800.00	\$6,400.00	0.00	\$0.00
33	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1.00	\$30,000.00	\$30,000.00	0.00	\$0.00
34	DRAINAGE STRUCTURE TO BE REMOVED	EA	6.00	\$8,000.00	\$48,000.00	0.00	\$0.00
35	CLASS D PATCHES, 6 INCH (SPECIAL)	SY	1,310.00	\$70.00	\$91,700.00	0.00	\$0.00
36	ITEMS ORDERED BY ENGINEER	EA	30,000.00	\$1.00	\$30,000.00	20,000. 00	\$20,000.00
37	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EA	7.00	\$3,500.00	\$24,500.00	1.00	\$3,500.00
38	PLUG AND BLOCK EXISTING WATER MAIN (SPECIAL)	EA	7.00	\$4,000.00	\$28,000.00	1.00	\$4,000.00
39	SANITARY SEWER REMOVAL AND REPLACEMENT, 12"	FT	120.00	\$660.00	\$79,200.00	0.00	\$0.00
40	SANITARY SEWER REMOVAL AND REPLACEMENT, 15"	FT	55.00	\$400.00	\$22,000.00	0.00	\$0.00
41	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EA	18.00	\$400.00	\$7,200.00	0.00	\$0.00
42	STORM SEWER DUCTILE IRON 10"	FT	104.00	\$450.00	\$46,800.00	0.00	\$0.00
43	STORM SEWER DUCTILE IRON 12"	FT	293.00	\$350.00	\$102,550.00	0.00	\$0.00
44	STORM SEWER DUCTILE IRON 15"	FT	55.00	\$100.00	\$5,500.00	0.00	\$0.00
45	STORM SEWER DUCTILE IRON 18"	FT	22.00	\$100.00	\$2,200.00	0.00	\$0.00
46	SURGE SUPPRESSOR	EA	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00

47	VIDEO TAPING (INTERIOR AND EXTERIOR)	LS	1.00	\$8,000.00	\$8,000.00	0.00	\$0.00
48	WATER SERVICE INTERIOR RESTORATION	EA	129.00	\$700.00	\$90,300.00	0.00	\$0.00 *-
49	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EÁ	129.00	\$5,425.00	\$699,825.00	0.00	\$0.00
50	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EA	50.00	\$6,000.00	\$300,000.00	0.00	\$0.00
51	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EA	49.00	\$4,500.00	\$220,500.00	0.00	\$0.00
	TO	OTAL			\$2,636,531.00		\$277,308.25



## Waiver of Lien to Date (Partial)

~ ~~~		(2 02 01009			
State of Illinois SS.  County DuPage					
County DuPage				ESCROW#	
To Whom It May Concern:					<del></del>
WHEREAS the undersigned has		/illage of Forest F	Park		
to furnish 2023 Water Main F	roject .				<u>)</u>
for the premises known as Ference De		osevelt Rd to Ha	rrison, Wilcox A	ve from RR to De	
of which Village of Forest Pa The undersigned, for a		of One Hundred N	linety Two Thou	sand Sixty and 6	_is the owner. 87/100
	ollars, and other good e any and all lien or o ct to and on said abov ry furnished, and on t	l and valuable cons claim of, or right to ve-described premi he monies, funds of	ideration, the rec lien, under the si ses, and the impro r other considerat	eipt whereof is her tatues of the State o ovements thereon, o ions due or to beco	eby acknowledged, of Illinois, relating and on the materia ome due from the
<b>Date</b> 06/01/23		Company Nai	ne Uno Constru	ction Co. Inc.	
Giamatuma and Title	Me .	<i>Address</i> <u>6037</u>		Downers Grove,	IL 60516
Signature and Title	aux /		Preside	1	
	CON.	TRACTOR'S AF	FIDAVIT	•	
State of Illinois County DuPage  To Whom It May Concern:					
The undersigned, (Nar			#		being
duly sworn, deposes and says the of (Company Name) Uno Con		non/Title) Preside	nı		
who is the contractor furnishing		Project			
work on the building located at	Ferdinand Ave fro	m Roosevelt Rd t	o Harrison, Wilc	ox Ave from RR	to Des Plaines
owned by Village of Forest Pa				ount of the contrac	
is \$ 2,636,531.00			on whic	h he or she has re	ceived payment of
(CONTRACT AN	1OUNT)		•	41.	
\$ 57,516.75 (PREVIOUS PA)	YMENT)		prior to	this payment. The	it all waivers are
true, correct and genuine and d		allv and that there	is no claim either	legal or eauitable	to defeat the
validity of said waivers. That th					
work and all parties having con					
construction thereof and the am	ount due or to becon	ne due to each, and	that the items me	ntioned include all	labor and materia
required to complete said work	according to plans a	nd specification:			
	STIPPLIED IN	FORMATION & MA	TEDIAL WAIVED		
NAME/ADDRESSES	WHAT FOR	CONTRACT	PREVIOUS	THIS PAYMENT	BALANCE TO
	1	PRICE	PAYMENT		BECOME DUE
Uno Construction Co. Inc. 6037 Brookbank Rd.	2023 Water Main	2,636,531.00	57,516.75	192,060.67	2,386,953.58
Downers Grove, IL 60516					<del></del>
					-
TOTAL LABOR AND MATERIAL TO COMPLETE		\$2,636,531.00	\$57,516.75	\$192,060.67	\$2,386,953.58
That there are no other contracts for sa	id work outstanding, and i	hat there is nothing due	ł ·		
any kind done or to be done upon or in					
Date 06/01/33	C1		L Mas	<u>.</u> ^	
Duce of oil of	Signa	ture / Me			
		10-			

Construction, Partial Lien Wa Stewart Title - Illinois Division

Subscribed and sworn to before me this \_



Notary Public

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
June 12, 2023

#### **Issue Statement**

Resolution Approving and Authorizing the Execution of a Professional Design Engineering Services Proposal for the Community Center and Village Hall Parking Lots Resurfacing Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd. (CBBEL)

#### Background

One of the projects previously discussed by the Village Council for the 2023 construction season concerned the resurfacing of the parking lot at the Village's Community Center property.

Upon receipt of an engineering proposal from CBBEL to bring said project to a bid/shovel-ready state, staff asked CBBEL to amend said proposal to also include design engineering for the Village's Village Hall parking lot.

The Village Hall parking lot is due for a resurfacing where the sealcoating of same will provide very little benefit. It may be possible to achieve economies of scale should the Village decide to bid said parking lot in conjunction with the Community Center resurfacing project. And obviously, both the adjacent Des Plaines Avenue and Wilcox Street roadways will be resurfaced in 2023; it would be nice to complete the Village Hall parking lot in 2023 as well.

Should the Village Council approve said proposal, upon completion of the design engineering, it shall later be determined if the bidding of one or both resurfacing projects shall take place during the 2023 construction season.

#### Attachments

- Resolution approving CBBEL proposal;
- Photos of said parking lots;
- CBBEL proposal.

#### Community Center







Community Center Villa

#### RESOLUTION NO. R-\_\_\_\_\_-23

# A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL FOR THE COMMUNITY CENTER AND VILLAGE HALL PARKING LOTS RESURFACING PROJECT BY AND BETWEEN THE VILLAGE OF FOREST PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional design engineering design services in connection with the Community Center and Village Hall Parking Lots Resurfacing Project ("Project") within the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional design engineering services for the Project allocated in the amount of Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00) for the Community Center Parking Lot Resurfacing and Four Thousand Nine Hundred Ninety and 00/100 Dollars (\$4,990.00) for the Village Hall Parking Lot Resurfacing, for a total estimated cost of Thirteen Thousand Three Hundred Ninety and 00/100 Dollars (\$13,390.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal for the Project.

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

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

Section 2.	It is hereby determine	ed that the Village has a prior, satisfactory relationship
with Burke, and it is	advisable, necessary an	nd in the public interest that the Village enter into the
Proposal with Burke,	for the furnishing of pr	rofessional design engineering services for the Project.
Section 3.	The Village Adminis	trator is hereby authorized and directed to execute the
Proposal with Burke	for professional design	n engineering services for the Project, a copy of which
Proposal is attached l	hereto, marked as <u>Exhi</u>	bit A and made a part hereof.
Section 4.	This Resolution shall	ll be in full force and effect upon its passage and
approval in accordan	ce with law.	
ADOPTED b	by the Council of the V	Village of Forest Park, Cook County, Illinois this 12 <sup>th</sup>
day of June, 2023.		
AYES:		
NAYS:		
ABSENT:		
ADSLIVI.	<del></del>	
		APPROVED by me this 12 <sup>th</sup> day of June, 2023
		Rory E. Hoskins, Mayor
ATTESTED		
TITLETED		
Vanessa Moritz, Villa	age Clerk	

#### **EXHIBIT A**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
COMMUNITY CENTER AND VILLAGE HALL PARKING LOTS RESURFACING PROJECT PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL



#### CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 16, 2023

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Community Center and Village Hall Parking Lot Resurfacing - Professional

Engineering Services Proposal for Phase II Design

Dear Mr. Amidei:

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

#### **UNDERSTANDING OF THE ASSIGNMENT**

We understand the Village wants to resurface the parking lot for the Community Center with an option to resurface the Village Hall parking lot. Work includes asphalt surface removal and replacement. Removal and replacement of damaged curb, and installation of pavement markings.

It is our understanding that the Village will be using local funding or ARPA funding to cover the design, construction and construction engineering costs.

#### **SCOPE OF WORK**

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

#### Task 1 – Geotechnical Investigation

CBBEL's subcontractor, Rubino Engineering, will perform pavement cores in an effort to assist in the design of the proposed pavement.

#### Task 2 – Preparation of Plans and Specifications

This task will consist of preparing a bid booklet with aerial exhibit, specifications, and an Engineer's opinion of probable cost.

#### Task 3 – Bidding Assistance

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

#### **ESTIMATE OF FEE**

Our Estimate of Fee is \$8,480.00 for the Community Center Parking Lot as shown on the attached exhibit A. The Estimate of Fee for the additional effort related to design of the Village Hall Parking Lot is \$4,990.00. The total fee for both the Community Center Parking Lot and the Village Hall Parking lot is \$13,470.00

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

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

Michael E. Kerr, PE President

Sincerely,

Encl. Schedule of Charges

**General Terms and Conditions** 

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

BY:	
TITLE:	
DATE:	

## VILLAGE OF FOREST PARK Community Center and Village Hall Parking Lot Resurfacing WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

	Engineer			Survey				CAD	Asst. CAD	Sub					
Classification	V	IV	III	1/11	V	IV	III	II		Manager	Manager	Sub	Total Hours	Total Cost	
Rate (\$/hr)	\$220.00	\$180.00	\$160.00	\$135.00	\$240.00	\$220.00	\$190.00	\$160.00	\$120.00	\$200.00	\$115.00	\$1.00			
Phase II - Design Engineering - Community Center															
Task 1 - Geotechnical Investigation	4											2500	4	\$	3,380.00
Task 2 - Preparation of Plans and Specifications	4			24									28	\$	4,120.00
Task 3 - Bidding Assistance	2			4									6	\$	980.00
													Subtotal Cost =	\$	8,480.00
Phase II - Design Engineering - Village Hall															
Task 1 - Geotechnical Investigation	2											2000	2	\$	2,440.00
Task 2 - Preparation of Plans and Specifications	2			12									14	\$	2,060.00
Task 3 - Bidding Assistance	1			2									3	\$	490.00
													Subtotal Cost =	\$	4,990.00
	_			4.4		•							40		
Subtotals	5	0	0	14	0	0	0	0	0	0	0		19		
Percentage of Hours	26.3%	0.0%	0.0%	73.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		100.0%		
Total Personnel Cost	\$1,100.00	\$0.00	\$0.00	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		Running Cost =	\$	13,470.00
													Direct Cost =	\$	-
													TOTAL COST =	\$	13,470.00



#### CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES **JANUARY 2023**

Personnel Engineer VI Engineer IV Engineer III Engineer I/II Survey V Survey IV Survey III Survey II Survey I Engineering Technician V Engineering Technician IV Engineering Technician III Engineering Technician IIII Environmental Resource Specialist III Environmental Resource Specialist IV Environmental Resource Specialist IIII Environmental Resource Specialist IIII Environmental Resource Technician Administrative Engineering Intern	Charges' (\$/Hr) 265 220 180 160 135 240 220 190 160 120 210 175 125 85 200 145 165 190 110 225 180 145 100 130 110 70
	110
Information Technician I/II	120

<u>Direct Costs</u> Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

#### RESOLUTION NO. R-\_\_\_\_\_-23

#### A RESOLUTION ADOPTING THE VILLAGE'S OUTDOOR FLAG POLICY

WHEREAS, the Village of Forest Park ("Village") has the authority to adopt resolutions and to promulgate policies, rules and regulations that pertain to its governmental affairs; and,

WHEREAS, the corporate authorities of the Village desire to adopt a policy to establish the Village's practice concerning the display of flags on Village-owned flag poles, as set forth in Exhibit A to this Resolution ("Village of Forest Park Outdoor Flag Policy"); and,

WHEREAS, the corporate authorities have determined that it will serve and be in the best interests of the Village and its residents to adopt the Village of Forest Park Outdoor Flag Policy pursuant to this Resolution.

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

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

Section 2. ADOPTION OF VILLAGE OF FOREST PARK OUTDOOR FLAG POLICY. The corporate authorities adopt the Village of Forest Park Outdoor Flag Policy, as set forth in Exhibit A to this Resolution.

Section 3. SEVERABILITY. If any provision of this Resolution or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Resolution are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Resolution, to the greatest extent permitted by applicable law.

Section 4.	EFFECTIVE DATE.	This Resolution shall be in full force and effect upon
its pas	sage, approval and public	cation in accordance with law, no sooner than July 1, 2023.
ADOP	TED by the Council of	the Village of Forest Park, Cook County, Illinois this 12 <sup>th</sup>
day of June, 2	023.	
AYES	:	
NAYS	S:	
ABSE	NT:	
APPR	OVED by me this 12 <sup>th</sup> da	ay of June, 2023.
and published	and filed in my office, in pamphlet form ay of June, 2023.	Rory E. Hoskins, Mayor
Vanessa Mori	tz, Clerk	_

#### EXHIBIT A

#### VILLAGE OF FOREST PARK OUTDOOR FLAG POLICY

The Village of Forest Park ("Village") wishes to establish a flag policy regarding the use of Village-owned flag poles to display flags.

In adopting this policy, the Village declares that the Village's flag poles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, and Village flags, and any commemorative flag as may be authorized by the Village Council, as an expression of the Village of Forest Park's official sentiments and government speech.

The purpose of this flag policy is to provide procedural guidance for the outdoor display of flags on Village flag poles.

#### Policy:

#### I. Standards

Flags shall be displayed in accordance with Federal and State statutes, including, but not limited to, 4 U.S.C. §1, *et seq.*, as amended, the Illinois Flag Display Act, 5 ILCS 465/1, *et seq.*, as amended, and this Policy.

#### II. <u>Everyday Flags</u>

The following flags will be displayed on the Village's flag poles, as space allows: United States flag; State of Illinois flag; County of Cook flag; Forest Park flag; POW/MIA flag.

#### III. Commemorative Flags

- a. The Village's flag poles are not intended to serve as, nor serves as, a forum for free expression by the public. The Village shall display commemorative flags only if authorized by the Village Council, as an expression of the Village's official sentiments and government speech. The Village Council shall only consider a request to display a commemorative flag if the request is made by a member of the Village Council. A request must be made at least sixty (60) days before Village Council consideration unless shortened by the Village Council.
- b. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days. Annual commemorations shall be considered on an annual basis.
- c. Commemorative flags approved for display through a commemorative or honorary resolution adopted by the Village Council shall be displayed exclusively on a Village flag pole(s).

- d. Commemorative flags displayed on Village flag pole shall be displayed in the last position of honor, beneath the Village of Forest Park Flag, unless otherwise directed by the Village Council, and to the extent such display does not conflict with Federal and State statutes or this Policy.
- e. If flags are lowered to half-mast, a total of up to three (3) flags shall be displayed, and any commemorative flag on display shall replace the Village of Forest Park flag so no flags touch the ground.

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
June 12, 2023

#### **Issue Statement**

Request for Village Council action: Consideration of a motion directing the Forest Park Public Works Department to install an additional flag pole adjacent to the existing flag pole at Village Hall

## Background

In consideration of the proposed flag policy that would govern the installation of commemorative flags upon Village-owned flag poles (as may be authorized by the Village Council); and, as there is now limited space available on the existing Village Hall flag pole (currently, four (4) flags), additional space/an additional flag pole is now warranted.

The additional flag pole would display the Forest Park flag as well as other commemorative flag(s), following approval given by the Council pursuant to the proposed policy.



June 7, 2023

Dear Mayor Hoskins,

The Park District of Forest Park is requesting the closure of Harrison Street for the safety and enjoyment of our residents for the Fourth of July fireworks display on Tuesday, July 4, 2023. We are requesting the street be closed from Des Plaines Road to Circle Avenue beginning at 6:00 p.m. and reopening at 10:00 p.m.

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

Thank you for your past and continued support.

Sincerely,

Jackie Iovinelli Executive Director

Park District of Forest Park



# RAFFLE LICENSE APPLICATION IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

APPLICATION INFORMATION					
Type of Organization:					
□ Educational □ Fraternal □ Labor					
Nonprofit					
Name of Organization: Village of Forest PK. Com CTR  Address: Forest PK. I					
Name of Organization: / 1/age of total PK. Com CTR					
Address: Forest PK I					
Applicant's Name: Karen Dylewski					
Email Address: Koly/east B food park not Phone:					
Length of time organization has been in existence: 95 ys					
Place and date of organization's charter, if applicable:					
Place: Forest Park TI Date 5/30/23					
Items required (no later than 30 days prior to the start of all raffle sales):					
□ Application Fee					
<ul> <li>Class A if aggregate prize value does not exceed \$500.00 - \$25.00</li> </ul>					
<ul> <li>Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00</li> </ul>					
<ul> <li>Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00</li> </ul>					
<ul> <li>Class D if aggregate prize value is greater than \$50,000.00 - \$25.00</li> </ul>					
☐ 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:				
Address:				
	Email:			
Secretary's Name (if applicable):				
Address:				
Telephone #:	Email:			
Treasurer's Name:	Email: Kdy leusk & Lawspark			
Raffle Manager's Name:				
Address:				
	Email:			
RAFFLE INFOR	RMATION			
□ Traditional 250/50	□ Progressive			
Ticket Sales:  Date(s) of Raffle Ticket Sales (must not exceed 365 days): 4  Area(s) where Raffle Tickets will be sold: 7820  Raffle Ticket Price: 4				
Maximum number of tickets to be sold:				
Drawing(s):				
Date(s) and time(s) of raffle drawing:				
Location of raffle drawing(s):				

RAFFLE INFORMATION		
For Progressive Raffles, state the day(s) of the week and when win	ning ch	ances will be determined:
Sunday:		
Monday:	***	
Tuesday:		
Wednesday:		
Thursday:		understand but 7 f.
Friday:		
Saturday:		
List of Prizes and Retail Cost(s):		
Prize		Retail Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	Total:	\$

#### **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.

Applicant	President/Chairman	
Secretary	Raffle Manager	
Subscribed and sworn to me this day of	, 20	
Notary Public	(SEAL)	

#### **Rachell Entler**

From:

Gloria Ormuz <gormuz@chicagobotanic.org>

Sent:

Thursday, June 1, 2023 11:50 AM

To:

**Brenda Powers** 

Subject:

BALANCE DUE Chicago Botanic Garden Group Visit

Importance:

High

#### Dear Brenda Powers,

Your request to arrange bus parking and admission passes for your group visit to the Garden is in process. *Please call me at your earliest convenience to provide credit card payment.* Once payment is processed, you'll receive a confirmation email with a .pdf attachment containing bus a parking pass and admission tickets finalizing your registration. The pass and tickets will need to be printed and presented to the Gatehouse and Admission attendants upon arrival to the Garden.

Order number: 1030193

Date of registration: 06/01/2023

Group: Howard Mohr Community Center / Forest Park Seniors, 7640 Jackson Boulevard, Forest

Park, Illinois 60130

#### **Order Summary**

Description	PLU	Quantity	Price	Total
Bus Parking on 07/12/2023 10:45 AM at Parking	101002041PRK	1	\$65.00	\$65.00
General Admission on 07/12/2023 11:00 AM at Visitor Center	101012001ADM_C_I	N 25	\$14.95	\$373.75

Subtotal:

\$438,75

Total Amount Paid:

\$0.00

Balance Due:

\$438.75

#### **PAYMENT:**

Major credit cards accepted are Visa, Mastercard, American Express, Discover.

#### **CANCELLATIONS:**

This is a final sale, tickets are rain or shine and non-refundable. Rescheduling is based upon circumstances and availability.

NOTE: Unless sold out, additional Admission Tickets can be purchased onsite on the day of your visit. For any additional bus(es), please contact me directly to add it to your registration.

If the weather presents a hazard and a risk to safety, any decision to cancel the event will be taken at 2:00 pm on the day of the event. Please check our website and social media pages for updates.

Thank you,

# Gloria S. Ormuz

Registrar, Student Field Trips & Group Visits Coordinator, Customer Support Center Chicago Botanic Garden 847-835-6824 or 847-835-6801 gormuz@chicagobotanic.org registrar@chicagobotanic.org

Chicago Botanic Garden, 1000 Lake Cook Road, Glencoe, IL 60022 (847) 835-5440

customersupport@chicagobotanic.org
Parking rates apply.

### PARAMOUNT THEATRE GROUP DISCOUNT CONTRACT

PLEASE READ THIS CONTRACT CAREFULLY, SIGN AND RETURN, TO THE ATTENTION OF MELISSA STRIEDL, ALONG WITH YOUR DEPOSIT BY 06-16-23.

## CONTRACT OFFER IS NULL AND VOID IF NOT RETURNED BY AFOREMENTIONED DATE.

Performance Requested: Next To Normal - Wednesday, August 9, 2023 at 1:30 p.m.

(In the COPLEY THEATRE, across the street from the Paramount Theatre)

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

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Fax Number:

Requested Number of Tickets: 25

Price: 24 @ \$47.75 + 1 comp

Total: \$1,146.00

30% Non-refundable Deposit: \$346.00

Final Count and Balance Due: July 21, 2023

Balance: \$800.00

(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

ATIN: MELISSA STRIEDL

8 E. GALENA BLVD., SUITE 230, AURORA, IL 60506

PHONE: (630) 723-2461

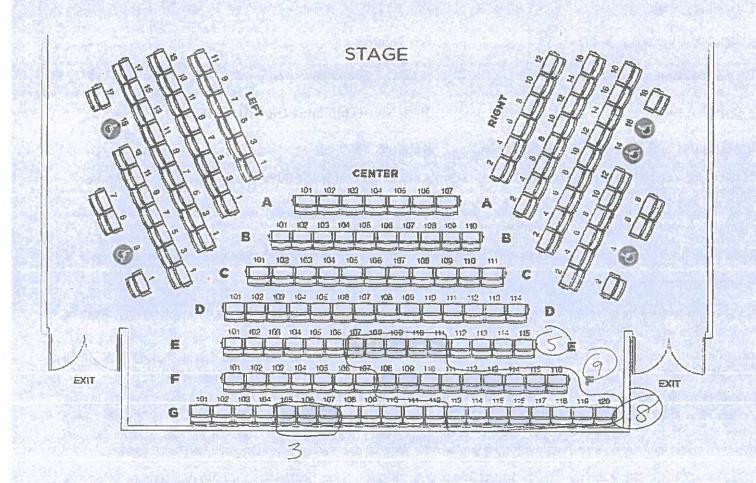
FAX: (630) 892-1084

GROUP COORDINATOR:

DATE:

DATE: (0-/-23

**GROUP SALES MANAGER** 



#### VILLAGE OF FOREST PARK, ILLINOIS

#### PRIDE MONTH PROCLAMATION

- **WHEREAS**, the Village of Forest Park, Illinois ("Village") recognizes and proclaims the month of June 2023 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) "Pride Month" throughout the Village; and,
- **WHEREAS**, the Village will host a Pride Celebration event on June 23, 2023 to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and,
- **WHEREAS**, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and,
- **WHEREAS**, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and,
- **WHEREAS,** the Village is committed to supporting visibility, dignity and equality for LGBTQ people in our diverse community; and,
- **WHEREAS**, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and,
- **WHEREAS**, this nation was founded on the principle that every individual has infinite dignity and worth, and the Village calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and,
- **WHEREAS**, celebrating Pride Month influences awareness and provides support and advocacy for the Village's LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.
- **NOW, THEREFORE BE IT RESOLVED** that I, Rory E. Hoskins, Mayor of the Village of Forest Park, hereby proclaims the month of June 2023 as Pride Month in support of the LGBTQ community.
- **BE IT FURTHER RESOLVED** that rainbow banners will be affixed to light poles along Madison Street, in recognition of our LGBTQ residents and guests, whose influential and lasting contributions to our Village make Forest Park a vibrant community in which to live, work and visit.

SIGNED AND SEALED this 12th day of June, 2023.

Rory E. Hoskins	
Mayor	