



## VILLAGE OF FOREST PARK COUNCIL MEETING AGENDA

Tuesday, October 10, 2023  
Lower Level of Village Hall  
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 834 2487 2294; Passcode 804282 or click here:  
<https://us02web.zoom.us/j/83424872294?pwd=YzhicDVFdDc0SStiR3J2MnVHRktaUT09>

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **APPROVAL OF THE MINUTES FROM THE SEPTEMBER 26, 2023 REGULAR MEETING OF THE COUNCIL**

**PUBLIC COMMENT:** - emailed public comment can be sent to the village clerk at [vmoritz@forestpark.net](mailto:vmoritz@forestpark.net) prior to 6:30 p.m. the day of the meeting

### **COMMUNICATIONS:**

### **DEPARTMENT REPORTS:**

### **BILLS BY RESOLUTION**

### **UNFINISHED BUSINESS:**

### **NEW BUSINESS:**

1. Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park (Police Vehicle and Transceivers)
2. Ordinance granting a conditional use permit for a performance venue in the DBD Downtown Business District; 7321 Madison Street, Unit 100
3. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal for IT Coordination and Consulting Services with Techno Consulting
4. Ordinance Waiving Bid and Authorizing the Acceptance of a Master Software Licensing Agreement for Adjudication Software with Dacra Tech LLC
5. Ordinance Waiving Bid and Authorizing the Acceptance of a True North Cloud Hosting Master Agreement and Cloud-Based Police Records Management System
6. Resolution Authorizing the Award for the Village Hall Parking Lot Paving Project Contract to A Lamp Concrete Contractors
7. Resolution Approving and Authorizing the Execution of the Application for Green Infrastructure Grant Opportunities (FY 2024) with the Illinois Environmental Protection Agency (Constitution Court Permeable Pavers Parking Lot)
8. Motion to direct the Forest Park Board of Fire and Police Commissioners to make offer of Employment to the next eligible Probationary Firefighter
9. Motion to Reappoint the Following Individuals to the Safety & Traffic Commission:
  - a. Andrew DePriest term to expire April 30, 2027
  - b. Burhan Syed term to expire April 30, 2027
10. Motion to Approve Liquor Licenses to the following establishments:
  - a. Famous Liquors 7714 Madison Street
  - b. Cardinal Liquors 7533 Roosevelt Road
  - c. Panda Café 2 7600 Madison Street
11. Ratification of the Mayor's signature on Senior Trip Contract: Lyric Opera

12. Proclamation declaring October 18, 2023 as Unity Day in the Village of Forest Park

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

#### **COMMISSIONER REPORTS**

#### **ADDITIONAL NEW BUSINESS:**

13. Recess into closed session pursuant to 5 ILCS 120/2(c) (2) Collective Bargaining Matters
14. Motion to Reconvene into Open Session Meeting
15. Resolution Approving a Collective Bargaining Agreement between the Village of Forest Park and Teamsters Local Union No. 705

#### **ADJOURNMENT**



**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON TUESDAY EVENING, SEPTEMBER 26, 2023**

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

**ROLL CALL**

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

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the September 11, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the September 11, 2023, Closed Session Meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

**PUBLIC COMMENT**

Mr. Joe Mullen sent in public comment in support of the approving a live music venue at the space located at Madison and Circle Avenues.

Mr. Stephen Keating requested an explanation about the construction at 7713 Wilcox, which is next door to his residence. He would like to receive updates on the construction process and information and indemnity for the contractor who repeatedly accesses his property without permission.

Mr. Steven Backman questioned the consulting agreement, which is being considered under new business item 3, with Administrative Consulting Specialists, LLC. He expressed his hope that the agreement provides a good value for the Village of Forest Park.

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

The Fire Department submitted its August, 2023, report and the Police Department submitted its July/August, 2023, report.

**APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution for the payment of bills be adopted. The bills totaled \$447,741.37.

**R-84-23  
APPROVAL OF BILLS IN  
THE AMOUNT OF  
\$447,741.37  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance authorizing the sale or disposition of surplus property (police vehicles) of the Village of Forest park be adopted.

**O-41-23  
ORDINANCE AUTHORIZING  
SALE OF SURPLUS  
POLICE VEHICLES  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance waiving the bidding process and authorizing the approval of the purchase of two (2) 2023 Dodge Durango pursuit AWD vehicles for the Village of Forest Park Police Department be adopted.

**O-42-23  
ORDINANCE APPROVING  
PURCHASE OF TWO  
POLICE VEHICLES  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II design for the Jackson Underground Water Reservoir Inspection and Repairs Project by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park be adopted.

**R-85-23  
RESOLUTION APPROVING  
ENGINEERING SERVICES  
FOR JACKSON  
UNDERGROUND  
RESERVOIR PROJECT  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II design for the 2023 MFT Resurfacing Improvements Project by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park be adopted.

**R-86-23  
RESOLUTION APPROVING  
ENGINEERING SERVICES  
FOR 2023 MFT  
RESURFACING PROJECT  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution authorizing the contract award for the 2023 Sidewalk Program to Nardulli Construction Company, Inc. be adopted.

**R-87-23  
RESOLUTION AWARDED  
2023 SIDEWALK  
CONTRACT TO NARDULLI  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for the 2023 Sidewalk Improvement Project by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park be adopted.

**R-88-23  
RESOLUTION APPROVING  
ENGINEERING SERVICES  
FOR 2023 SIDEWALK  
IMPROVEMENT PROJECT  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution providing for the levy of an additional Library Tax for Building and Maintenance be adopted.

**R-89-23  
RESOLUTION PROVIDING  
FOR ADDITIONAL LIBRARY  
LEVY FOR BUILDING  
MAINTENANCE.  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving a Service Agreement with Administrative Consulting Specialists, LLC be adopted.

**R-90-23  
RESOLUTION APPROVING  
AGREEMENT WITH  
ADMINISTRATIVE  
CONSULTING SERVICES,  
LLC  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to direct the Forest Park Board of Fire and Police Commissioners to appoint two candidates from its current Probationary Police Officer Eligibility List to fill vacancies.

**APPOINTMENT OF TWO  
PROBATIONARY POLICE  
OFFICERS  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to approve liquor licenses for the following establishments:

- Golden Steer – 7635 Roosevelt Road
- Chirion Mexican Grill – 7510 Madison Street
- Mexican Republic Kitchen/Cantina – 7404 Madison St.

**LIQUOR LICENSES  
APPROVED FOR NEW  
OWNERS OF EXISTING  
BUSINESSES  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham to approve the Forest Park Arts Alliance's request to hold a Fiber Flash event in Constitution Court during the month of November, 2023, as outlined in the Use of the Public Way application submitted by the Alliance. It was discussed that the Alliance will maintain the display and clean up and donate the items when the event is completed.

**ARTS ALLIANCE FIBER  
FLASH EVENT  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to ratify the approval of a Banner Request submitted by Hephzibah to promote their Fall Children's Resale event.

**HEPHZIBAH BANNER  
REQUEST  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd  
and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

**ADMINISTRATOR'S REPORT:**

Interim Village Administrator Entler reported that she and Mayor Hoskins met with Representative Ford to discuss the issue of disruptive funerals traveling through and in Forest Park. There is a Joint Review Board meeting tomorrow to consider the creation of the Harlem Circle TIF District. Last, the administrator reported that District 91 is holding a community forum on October 3<sup>rd</sup> at Grant-White school to discuss the future of the building. The forum will start at 6:30 p.m.

**COMMISSIONER'S REPORTS:**

Commissioner Maxham reported that she attended the Illinois Municipal League conference last week at the Chicago Hilton, gaining valuable knowledge and networking opportunities. The first clothing swap, which was organized and coordinated by resident Ryan O'Connor, was held last Saturday. The event was a tremendous success. The commissioner expressed her gratitude to Ryan O'Connor, Director Karen Dylewski, Administrator, Rachell Entler, Play it Again Sports and to Joel Albright for donating food for the event. Last, there will be a kick-off event for Banned Books week on Sunday, October 1<sup>st</sup> at 2:00 at the Library, including a Freedom to Read Rally event and a churro truck.

Commissioner Melin-Rogovin commented that she also attended the IML conference last week. In addition, the Safety and Traffic Commission met and are engaging with the public to address issues within Forest Park. The commission is planning to hold a public meeting on October 18<sup>th</sup> at the Library to engage with the public and discuss what the Commission is working on. Last, the commissioner met with Isaiah Brandon, of Maywood and plans to collaborate and share resources with other villages.

Commissioner Voogd reported that the weather was wonderful for the community clean up event, thanking all of the organizers and volunteers who made the event such a success. The commissioner also commented on the IML conference, adding that she especially enjoyed the multi-year budgeting session and the Boneyard Creek Plan, which provided stormwater management and economic development improvements. The commissioner suggested that the village hold some long-term goals, planning and needs sessions.

Mayor Hoskins reported that has heard from a number of residents that they are concerned about the migrants in Illinois and want to help. The Village of Oak Park is applying for a grant through the Metropolitan Mayor's Caucus, which Forest Park is supporting to address migrants and their issues. The West Central Municipal Conference is holding their annual dinner this Friday in Rosemont, and The Forest Park Kiwanis Club is celebrating their 100-year anniversary this Saturday at Fearon Hall. The mayor encouraged attendance at both of these events.

## **ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:51 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	\$ 100.00
Public Affairs	\$ 161,929.08
Police Department	\$ 250.00
Community Center	\$ 1,824.04
Accounts & Finance (Clerks Office)	\$ 269,993.29
Accounts & Finance (Fire Department)	\$ 7,497.00
Department of Health & Safety	\$ 9,746.40
Streets and Public Improvements	\$ 85,047.82
Public Property	\$ 19,175.70
Seizure	\$ 853.20
Federal Customs	\$ 10,269.70
TIF	\$ 16,401.54
VIP	\$ 32,092.53
Water Department	\$ 21,638.46
<b>TOTAL</b>	<b>\$ 636,818.76</b>

**ADOPTED BY THE Council of the Village of Forest Park this 10th Day of October, 2023.**

Ayes:

Nays:

Absent:

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

ATTEST:

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





Account Number	Vendor	Invoice Date	Amount
100-00-000-4510-100	Brian Pozesky	09/26/2023	100.00
	Refunds and Allocations		100.00



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2023	13,266.31
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2023	2,367.59
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2023	1,881.60
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2023	632.10
100-10-101-6130-106	Christopher Burke Engineering LTD	09/20/2023	3,000.00
100-10-101-6130-106	Forest Printing Company	09/15/2023	395.01
100-10-101-6130-106	Storino Ramello & Durkin	08/31/2023	5,052.90
100-10-101-6150-152	Verizon Wireless	09/22/2023	42.27
100-10-101-6150-152	Verizon Wireless	09/22/2023	244.53
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	09/20/2023	900.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	08/30/2023	134,146.77
Public Affairs			161,929.08



Account Number	Vendor	Invoice Date	Amount
100-12-121-6120-305	Message in a Bottle	09/14/2023	175.00
100-12-121-6150-114	Northwest Police Academy	09/08/2023	75.00
	Police Department		250.00



Account Number	Vendor	Invoice Date	Amount
100-15-151-6120-305	Printing Plus of Roselle INC	05/31/2023	534.50
100-15-151-6120-305	Printing Plus of Roselle INC	06/08/2023	289.54
100-15-154-6170-110	Murray Weiner	09/06/2023	1,000.00
	Community Center		1,824.04



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	09/15/2023	148,983.37
100-21-211-5005-002	Fidelity Security Life Ins Co	10/02/2023	696.28
100-21-211-5005-002	Fidelity Security Life Ins Co	10/02/2023	78.00
100-21-211-5005-002	Guardian	09/21/2023	8,495.92
100-21-211-6110-110	Xerox Financial Services	09/10/2023	145.58
100-21-211-6110-110	Xerox Financial Services	09/10/2023	16.16
100-21-211-6140-104	Office 8	09/21/2023	342.93
100-21-211-6140-104	Quill	09/07/2023	64.66
100-21-211-6140-104	Quill	09/08/2023	61.12
100-21-211-6140-104	Quill	09/14/2023	26.79
100-21-211-6140-104	Quill	09/14/2023	6.98
100-21-211-6140-140	Quill	09/07/2023	88.88
100-21-211-6140-140	Quill	09/14/2023	41.15
100-21-211-6150-150	AT&T	09/07/2023	1,344.00
100-21-211-6150-150	AT&T	09/25/2023	111.95
100-21-211-6150-150	AT&T	09/25/2023	55.99
100-21-211-6150-150	AT&T	09/25/2023	51.32
100-21-211-6190-003	POLICE PENSION FUND	09/21/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	09/21/2023	8,952.00
100-21-211-7000-080	Xerox Financial Services	09/10/2023	1,684.21
100-22-221-6310-410	La Porte Chrysler Inc	09/29/2023	44,897.00
100-22-221-6310-410	La Porte Chrysler Inc	09/29/2023	44,897.00
Accounts and Finance (Clerks Office)			269,993.29



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-150	APCO International	09/14/2023	4,140.00
100-30-302-6110-150	Verizon Wireless	09/22/2023	297.13
100-30-302-6110-200	Air One Equipment Inc	09/26/2023	301.50
100-30-302-6110-200	Grainger Inc.	09/11/2023	30.32
100-30-302-6110-200	Municipal Emergency Services Inc	09/19/2023	1,172.08
100-30-302-6145-100	Municipal Emergency Services Inc	09/25/2023	411.69
100-30-302-6145-105	Witmer Public Safety Group	09/22/2023	178.13
100-30-302-6150-122	NIPSTA	05/03/2023	900.00
100-30-303-6145-300	Linde Gas North America LLC	09/14/2023	66.15
Accounts and Finance (Fire Department)			7,497.00



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	09/07/2023	1,530.00
100-40-401-5000-017	Tariq Dandan	10/02/2023	672.00
100-40-401-5000-017	Raymond Traynor	09/25/2023	1,080.00
100-40-402-6100-100	Storino Ramello & Durkin	08/31/2023	934.50
100-40-402-6141-003	Christopher Burke Engineering LTD	09/20/2023	165.00
100-40-402-6150-232	Tariq Dandan	10/02/2023	1,286.50
100-40-402-6150-240	Book Reporting Service	09/25/2023	596.40
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/06/2023	250.00
100-40-403-6150-220	Restore Construction Inc	09/26/2023	896.00
100-40-403-6150-230	Elevator Inspection Services	09/20/2023	256.00
100-40-403-6150-230	Elevator Inspection Services	09/26/2023	2,080.00
Department of Health and Safety			9,746.40



Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	09/19/2023	4,013.05
100-50-502-6185-108	JC Licht LLC	09/14/2023	739.56
100-50-502-6185-108	JC Licht LLC	09/18/2023	719.80
100-50-502-6185-108	JC Licht LLC	09/20/2023	179.95
100-50-502-6185-112	Republic Services #551	09/15/2023	2,000.00
100-50-502-6185-501	Republic Services #551	09/15/2023	42,794.95
100-50-502-6185-502	Republic Services #551	09/15/2023	30,279.21
100-50-502-6185-503	Republic Services #551	09/15/2023	4,321.30
Streets and Public Improvements			85,047.82





Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-101	HOME DEPOT CREDIT	08/15/2023	105.16
100-55-552-6180-101	HOME DEPOT CREDIT	08/15/2023	(105.16)
100-55-552-6180-101	HOME DEPOT CREDIT	09/06/2023	599.00
100-55-552-6180-114	The Feed Store	09/23/2023	190.40
100-55-553-6180-160	Com Ed	09/12/2023	82.75
100-55-553-6180-160	Com Ed	09/26/2023	25.06
100-55-553-6180-160	Com Ed	09/26/2023	24.47
100-55-553-6180-160	Com Ed	09/26/2023	24.27
100-55-553-6180-160	Com Ed	09/26/2023	28.03
100-55-553-6180-160	Com Ed	09/26/2023	212.63
100-55-553-6180-160	Com Ed	09/27/2023	28.63
100-55-553-6180-160	Com Ed	09/27/2023	35.22
100-55-555-6180-100	Comcast	09/08/2023	200.01
100-55-555-6180-100	Colley Elevator Co	08/31/2023	285.00
100-55-555-6180-100	HOME DEPOT CREDIT	08/21/2023	41.75
100-55-555-6180-100	HOME DEPOT CREDIT	09/06/2023	47.94
100-55-555-6180-100	HOME DEPOT CREDIT	09/06/2023	(31.88)
100-55-555-6180-100	JC Licht LLC	09/12/2023	63.07
100-55-555-6180-100	Perma-Seal	09/21/2023	768.23
100-55-555-6180-100	Quill	09/07/2023	224.08
100-55-555-6180-100	Quill	09/14/2023	44.03
100-55-555-6180-100	PremiStar-North	09/17/2023	864.78
100-55-555-6180-100	PremiStar-North	09/27/2023	484.00
100-55-555-6180-110	Comcast	09/02/2023	50.60
100-55-555-6180-110	Comcast	09/13/2023	128.95
100-55-555-6180-110	Cairo & Sons Roofing Contractors Inc.	09/21/2023	6,490.00
100-55-555-6180-110	Cairo & Sons Roofing Contractors Inc.	09/21/2023	621.23
100-55-555-6180-140	Comcast	09/07/2023	2.11
100-55-555-6180-140	Jack's Rental Inc.	09/25/2023	126.00
100-55-555-6180-140	Jack's Rental Inc.	09/28/2023	219.90
100-55-570-6155-106	CCP INDUSTRIES INC	09/25/2023	123.09
100-55-570-6155-106	Currie Motors Chevrolet	08/01/2023	93.38
100-55-570-6155-106	Currie Motors Chevrolet	08/03/2023	195.50
100-55-570-6155-106	Currie Motors Chevrolet	08/04/2023	93.38
100-55-570-6155-106	Currie Motors Chevrolet	08/10/2023	305.12
100-55-570-6155-106	Currie Motors Chevrolet	08/10/2023	50.83
100-55-570-6155-106	Currie Motors Chevrolet	08/10/2023	(68.47)



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Currie Motors Chevrolet	08/11/2023	54.92
100-55-570-6155-106	Currie Motors Chevrolet	08/11/2023	5.89
100-55-570-6155-106	Currie Motors Chevrolet	08/15/2023	555.00
100-55-570-6155-106	Currie Motors Chevrolet	08/15/2023	24.60
100-55-570-6155-106	Currie Motors Chevrolet	08/29/2023	43.86
100-55-570-6155-106	Fleet Safety Supply	09/27/2023	116.46
100-55-570-6155-106	Fleet Safety Supply	09/28/2023	57.94
100-55-570-6155-106	Factory Motor Parts Co	09/06/2023	143.04
100-55-570-6155-106	Factory Motor Parts Co	09/06/2023	142.88
100-55-570-6155-106	Factory Motor Parts Co	09/08/2023	(83.22)
100-55-570-6155-106	Factory Motor Parts Co	09/11/2023	22.74
100-55-570-6155-106	Factory Motor Parts Co	09/11/2023	22.74
100-55-570-6155-106	Factory Motor Parts Co	09/12/2023	13.22
100-55-570-6155-106	Factory Motor Parts Co	09/12/2023	13.22
100-55-570-6155-106	Factory Motor Parts Co	09/13/2023	(45.48)
100-55-570-6155-106	Factory Motor Parts Co	09/14/2023	143.72
100-55-570-6155-106	Factory Motor Parts Co	09/18/2023	203.52
100-55-570-6155-106	Factory Motor Parts Co	09/21/2023	3.96
100-55-570-6155-106	HOME DEPOT CREDIT	08/21/2023	35.81
100-55-570-6155-106	Illinois Communications Sales Inc	09/21/2023	132.50
100-55-570-6155-106	Kimball Midwest	09/14/2023	156.80
100-55-570-6155-106	Linde Gas North America LLC	09/22/2023	205.16
100-55-570-6155-106	Linde Gas North America LLC	09/22/2023	73.05
100-55-570-6155-106	Zarnoth Brush Works Inc.	09/14/2023	882.00
100-55-570-6155-110	Snap on Industrial	09/20/2023	217.34
100-55-570-6155-112	Caliber Collision	05/17/2023	571.53
100-55-570-6155-112	Action Transmission & Auto	09/21/2023	731.01
100-55-570-6155-112	Commercial Tire Service	09/19/2023	708.40
100-55-570-6155-112	Fire Service Inc	09/21/2023	350.00
100-55-580-6180-302	Davis Tree Care	09/28/2023	425.00
100-55-580-6180-302	West Central Municipal Conf	08/24/2023	575.00
Public Property			19,175.70



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	09/22/2023	72.02
230-00-000-6150-152	Verizon Wireless	09/22/2023	211.35
230-00-000-6900-230	Dan Miller	09/14/2023	198.83
230-00-000-6900-230	Eagle Uniform Company Inc	08/02/2023	135.00
230-00-000-6900-230	Jesus Arroyo	09/09/2023	85.00
230-00-000-6900-230	Secretary of State	09/27/2023	151.00
		Seizure	853.20



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	FED EX	09/08/2023	171.00
232-00-000-6900-232	Fleet Safety Supply	09/09/2023	1,678.70
232-00-000-6900-232	Glock Professional Inc.	09/07/2023	250.00
232-00-000-6900-232	Christopher Fischer	09/27/2023	2,750.00
232-00-000-6900-232	Motorola Solutions StarCom21 Network	09/01/2023	120.00
232-00-000-6900-232	Northwestern Center for Public Safety	09/23/2023	4,400.00
232-00-000-6900-232	Martin Vargas	09/15/2023	900.00
	Federal Customs		10,269.70



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	08/31/2023	1,092.00
302-00-000-6100-100	Storino Ramello & Durkin	08/31/2023	315.00
302-00-000-6185-700	Christopher Burke Engineering LTD	09/20/2023	8,235.04
304-00-000-6100-100	Storino Ramello & Durkin	08/31/2023	194.25
304-00-000-6185-700	McAdam Landscaping	09/28/2023	2,915.00
304-00-000-6185-700	McAdam Landscaping	09/28/2023	2,814.00
309-00-000-6185-700	Christopher Burke Engineering LTD	09/26/2023	836.25
		TIF	16,401.54



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-100	Storino Ramello & Durkin	08/31/2023	1,627.50
312-00-000-6100-105	Christopher Burke Engineering LTD	09/20/2023	6,681.50
312-00-000-6150-152	Verizon Wireless	09/22/2023	38.01
312-00-000-7000-108	Christopher Burke Engineering LTD	09/20/2023	3,062.50
312-00-000-7000-109	Christopher Burke Engineering LTD	09/20/2023	16,636.25
312-00-000-7000-312	Christopher Burke Engineering LTD	09/20/2023	180.00
312-00-000-7000-312	Christopher Burke Engineering LTD	09/20/2023	2,230.00
312-00-000-7000-312	Christopher Burke Engineering LTD	09/20/2023	1,390.00
312-00-000-7000-312	K-Five Hodgkins LLC	09/07/2023	86.77
312-00-000-7000-312	K-Five Hodgkins LLC	09/13/2023	160.00
		VIP	32,092.53



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Springbrook Holding Company LLC	09/15/2023	1,430.00
501-80-800-6110-105	Verizon Wireless	09/22/2023	36.01
501-80-800-6150-150	AT&T	09/25/2023	59.95
501-80-800-6150-154	Com Ed	09/11/2023	141.17
501-80-800-6150-154	Com Ed	09/12/2023	20.33
501-80-800-6150-156	NICOR	09/05/2023	49.95
501-80-800-6150-156	NICOR	09/05/2023	71.98
501-80-800-6800-150	Elmhurst Chicago Stone Company	09/21/2023	778.75
501-80-800-6800-151	Franzen Plumbing Inc	09/25/2023	1,575.00
501-80-800-6800-153	Comcast	09/06/2023	83.90
501-80-800-6800-176	Core & Main LP	09/06/2023	335.17
501-80-800-7000-020	Christopher Burke Engineering LTD	09/20/2023	16,636.25
501-80-800-7000-020	Christopher Burke Engineering LTD	09/20/2023	420.00
Water Department			21,638.46

# Forest Park Police Department

Field Services

## Memorandum

**TO:** Rachell Entler

**FROM:** Chief Ken Gross

**DATE:** 05Oct23

**SUBJECT:** Police Department Vehicle Disposal – 2010 Ford Crown  
Victoria

*05Oct23  
2100*

I am requesting authority to dispose of the following automobile that is currently in the Forest Park PD fleet:

Squad #210  
2010 Ford Crown Victoria  
VIN: 2FABP7BV2AX101295  
Registration: MP5756

cc: D.C. Chin  
Dora Murphy



# Forest Park Police Department

Field Services

## Memorandum

TO: Rachel Entler

FROM: Chief Ken Gross

DATE: 05Oct23

SUBJECT: Obsolete Kenwood Equipment To Be Disposed Of

The listed Kenwood equipment will be disposed of. It was used in squad cars, is antiquated and no longer of use the police department

TK-790H Transceiver: 70400362

TX-862G Transceiver: 41100419

TK-790 VHF Transceiver: 50200143  
B0300878  
B1100177  
00500138  
B4200018  
50200583  
60800615  
60300585  
B1400134

TK-890 UHF Transceiver: B0300022  
B0C00014  
9110018  
70300012  
B3C00004  
60400264  
B1200018

cc: D.C. Chin  
George Prescott

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

**ORDINANCE NO. O - \_\_\_\_ - 23**

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

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

**Section 1:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village find the following:

One (1) 2010 Ford Crown Victoria Police Department vehicle (VIN:  
2FABP7BV2AX101295)

TK-790H Transceiver	70400362
TK-862G Transceiver	41100419
TK-790 VHF Transceiver	50200143
	B0300878
	B1100177
	00500138
	B4200018
	50200583
	60800615
	60300585
	B1400134
TK-890 UHF Transceiver	B0300022
	B0C00014
	9110018
	70300012
	B3C00004
	60400264
	B1200018

is no longer necessary, or useful to, or for the best interests of the Village, and  
further find that it is in the best interest of the Village to dispose of said property.

**Section 2:** The corporate authorities hereby authorize the Village Administrator to sell  
or otherwise dispose of

One (1) 2010 Ford Crown Victoria Police Department vehicle (VIN:  
2FABP7BV2AX101295)

TK-790H Transceiver	70400362
TK-862G Transceiver	41100419
TK-790 VHF Transceiver	50200143
	B0300878
	B1100177
	00500138
	B4200018
	50200583
	60800615
	60300585

TK-890 UHF Transceiver

B1400134  
B0300022  
B0C00014  
9110018  
70300012  
B3C00004  
60400264  
B1200018

The Village Administrator is authorized to sell such items at a public or private sale, or otherwise dispose of such property, in the discretion of the Village Administrator. The Village Administrator shall, in his discretion, determine a minimum price for such items, if such items are to be sold.

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

**PASSED** by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED by me this 10<sup>th</sup> day of October, 2023

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

ATTEST:

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

Date 05 October 2023  
To Mayor Hoskins and Member of the Village Council  
From Steve Glinke  
Re PZC 2023-07 Roberts Westside – Staff Summary

At the regular meeting (18 September 2023) of the Planning and Zoning Commission members heard a presentation and testimony from Mr. Donnie Biggins, petitioner, requesting conditional use approval for a performance venue at the subject property located at 7321 W. Madison St. Forest Park Il.

Public comment (5 persons) ranged from “cautious support”, concerns over “parking” and unqualified support. Five emails (in support of) from local business leaders and a civic group were entered into the record. Copies of same are included with this correspondence. Several of those who spoke made reference to the previous tenant and untoward acts/events associated with the subject location. While understandable the PZC recognized that this case was to be judged and voted on its own merits independent of the locations’ history. Furthermore there is no off street parking requirement in the Downtown Business District and is not a zoning metric eligible for further questioning. The Council is advised that 167 mailed notices were sent for this hearing as well as public notice in the FPR and at 7321 Madison St. proper.

Three additional requirements that included off site parking for box trucks or buses, installation of time specific parking signage dedicated to ride-share drop offs and closed windows only during live events.

The meeting ended with a unanimous vote (6-0) in support of the petitioners request.

Glinke

# Village of Forest Park Memorandum

**TO:** Planning and Zoning Commission

**FROM:** Steve Glinke, Director

**SUBJECT:** **PC 2023-07** 7321 Madison Street, Unit 100  
Petitioner: Donald Biggins

**DATE OF REPORT:** 11 September 2023  
**DATE OF PZC MEETING:** 18 September 2023

**PROJECT OVERVIEW:** The petitioner is requesting conditional use approval to open a live music venue at 7321 Madison Street, Unit 100.

## GENERAL PROPERTY INFORMATION

**Applicant's Name:** Donald Biggins dba Roberts Westside  
**Common Property Address:** 7321 Madison Street  
**Common Location:** On the north side of Madison Street between Circle Ave. and Marengo Ave.  
**Neighboring Property Land Use(s):**  
North R3 High Density  
South DBD/Commercial  
West DBD/Commercial  
East DBD/Commercial  
**Comprehensive Plan Designation:** Downtown Commercial  
**Existing Use of Property:** Mixed Use  
**Proposed Use of Property:** Mixed Use with ground floor Performance Venue  
**Existing Property Zoning:** DBD – Downtown Business District  
**Property Size:** Building: 10,000 sqft, Property Space: 2,800 sqft

## Bulk Area Regulations:

Regulation	Requirement	Proposed
Front yard setback	0'	0'
Rear yard setback	25' or 20% of lot depth	65' existing – no change
Side/East setback	0 feet	0'
Side/West setback	0 feet	0'

Regulation	Requirement	Proposed
Min. Lot Area/Dwelling	n/a	n/a
Lot Coverage (with residential)	n/a	n/a
Minimum Dwelling Unit Size	n/a	n/a
Building height	2 stories 35'	22'
Off-street parking	None in DBD	No Change







- PHOTO NO. 1 -





- PHOTO NO. 2 -





Building Photo

- PHOTO NO. 3 -



**PROJECT DOCUMENTS:**

The following documents, submitted by the petitioner, are attached to this report.

1. Conditional Use Permit Application
2. Applicant's responses to conditional use standards
3. Subject location exterior elevation(s) and interior space photographs

**PROJECT DESCRIPTION:**

The petitioner is a life-long Oak Park resident with substantial experience in the music industry. The petitioner is seeking conditional use authority to operate a live music

venue. No significant changes to the subject location's interior is anticipated. There will be no food service at this location and licensing by the Village is dependent on securing the conditional use approval as well as the awarding of a liquor license from the local Liquor Commissioner. Besides live music the petitioner is proposing to make the space available to community events and non-profits for fundraisers.

#### **STANDARDS FOR CONDITIONAL USE:**

In reviewing and determining whether to approve or disapprove a conditional use permit, the Zoning and Planning Commission and Village Council shall consider the criteria established in 9-10-7 of the Village of Forest Park Zoning Code. The criteria and staff's evaluation of the applications compliance with those criteria are as follows:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. Those adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village of Forest Park; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the board.

#### **CONDITIONAL USE FINDINGS OF FACT:**

1. The proposed conditional use is complementary to existing uses along Madison Street, supports the intent of the DBD, and makes use of an existing building.
2. The proposed use with a hard (music) stop at 11p provides a tiered exit is in an existing building and will not have impacts on the surrounding area.
3. No site improvements are proposed and will not impede development or redevelopment.
4. As an existing building, the utilities and facilities needed are already in place.
5. The property does not have ingress or egress at the site level and contributes to the DBD as a destination.
6. The proposed conditional use supports the comprehensive plan's vision for the DBD.

7. The conditional use conforms to other district regulations by making use of an existing building.

**STAFF REVIEW:**

The Village recognizes the value of a diverse set of uses in the Downtown Business District. The arts have been noticeably absent since the closing of Circle Theater in 2010. Performance venues are complementary to the shops and restaurants on Madison Street by contributing to its status as a destination. The petitioner will be incorporating sound attenuation into the final design which is intended to buffer music from migrating in the public right of way. Furthermore, the stage will be located on the interiors' east wall projecting sound toward Circle Ave. which has the buffer of Circle Ave and a municipal parking lot to the west.

Should the Planning and Zoning Commission wish to recommend approval of the Conditional Use Permit, a sample motion is provided:

***Based on the submitted petition and testimony provided, I move that the Planning and Zoning Commission recommend to the Village Council approval of the Conditional Use Permit associated with PZC2023-07 subject to the following conditions:***

- 1. The site shall be constructed in substantial compliance with the "Project Documents" identified in this report and available in the Department of Public Health and Safety.***
- 2. Live music will end on all nights no later than 11pm.***
- 3. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and Director of Public Health and Safety.***
- 4. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificate.***
- 5. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.***



The existing tenants receive daily deliveries. Petitioner will time loudout to avoid peak traffic hours and park closer to the rear doors before Circle Ave. narrows.





View from the stage (east wall) facing Circle Ave. Sound attenuation added to wall and ceiling.

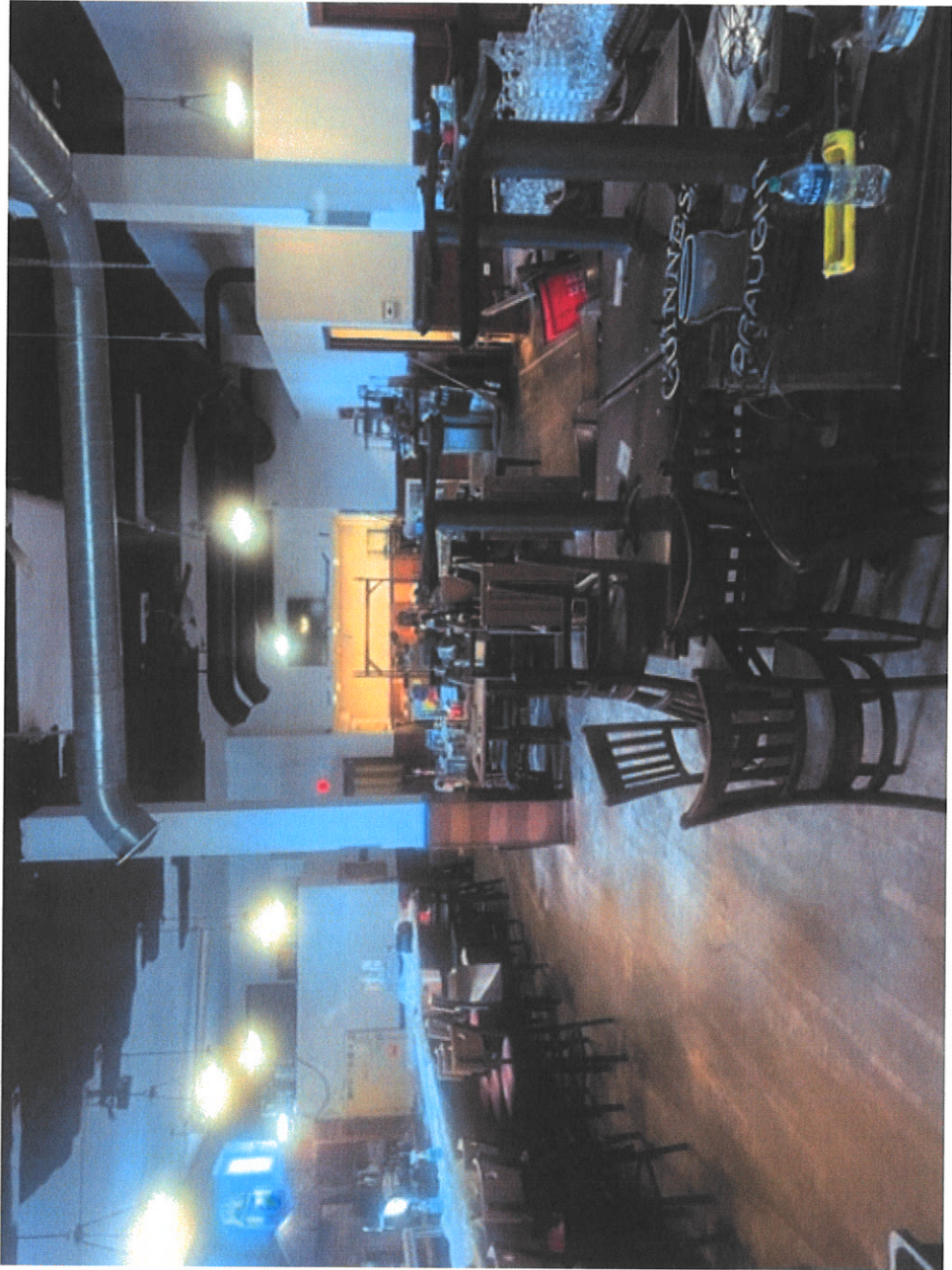




Terminal end of stage at column. Full height wall to be built to buffer sound away from Madison St. frontage.









SW corner where "base trap" sound attenuation will be installed further buffering Madison St. frontage.





## Sandy Nutley

---

**From:** Jim Jodoin <[REDACTED]>  
**Sent:** Monday, September 18, 2023 3:40 PM  
**To:** BuildingDept  
**Subject:** Madison street

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Just wanted to say, Jim Joe, Dwayne owner of Jimmy's Place, and all of the employees have met the potential new owner of the taproom and we couldn't be more happy what Donnie wants to do and we know he will accomplish it. His experience speaks for itself. Looking forward to having another nice place to go on the street. We are completely 100% behind him.

Sent from my iPhone







## Sandy Nutley

---

**From:** Steve Glinke  
**Sent:** Saturday, September 16, 2023 11:21 AM  
**To:** Sandy Nutley  
**Subject:** FW: 7321 Madison

Steve Glinke  
Director, Building Planning and Zoning  
Village of Forest Park  
517 Des Plaines Ave. Forest Park Il. 60130  
Office 708-615-6284  
[sglinke@forestpark.net](mailto:sglinke@forestpark.net)  
[building@forestpark.net](mailto:building@forestpark.net)

**From:** Art Sundry <[REDACTED]>  
**Sent:** Tuesday, September 12, 2023 1:27 PM  
**To:** Mayor Hoskins <MayorHoskins@forestpark.net>  
**Cc:** Donnie Biggins <[REDACTED]>  
**Subject:** 7321 Madison

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Mayor,

I met with Donnie Biggins and we discussed his vision for Robert's Westside at the former Tap Room/Healys.

He clearly has the experience and resume to operate a music venue given his prior ownership of the Golden Dagger in Lincoln Park and his days as the talent buyer for FitzGerald's in Berwyn and the Acorn in Three Oaks Michigan.

My understanding is that Robert's Westside will operate six days a week, opening at 3 PM with a hard stop of music at 11 PM, although the norm will be 10 PM. I also understand that it will not serve food.

I believe if well executed a music venue will be well received by the existing businesses on Madison Street and be a positive cultural contributor to all the residents of Forest Park and our nearby towns.

The quality of the band selections will dictate the type of crowd it draws. Based upon FitzGerald's, which is a much larger venue, I am confident that 7321 Madison will not revert to the troubled location of a few years ago. If successful it may bring a plethora of cars to the area but if the patrons are respectful, it should not disturb nearby residents.

I hope to see a show by the end of the year at Robert's Westside and support the village approving his plan and zoning modifications to accommodate it. Please share this letter at the public meeting on Monday September 18th.

--



Art Sundry





## Sandy Nutley

---

**From:** Steve Glinke  
**Sent:** Monday, September 18, 2023 6:05 PM  
**To:** Sandy Nutley  
**Subject:** FW: To be read into the the transcript of tonight's meeting regarding Mr. Donnie Biggins

Steve Glinke  
Director, Building Planning and Zoning  
Village of Forest Park  
517 Des Plaines Ave. Forest Park Il. 60130  
Office 708-615-6284  
[sglinke@forestpark.net](mailto:sglinke@forestpark.net)  
[building@forestpark.net](mailto:building@forestpark.net)

**From:** Kevin Harnett <[REDACTED]>  
**Sent:** Monday, September 18, 2023 5:59 PM  
**To:** Steve Glinke <[sglinke@forestpark.net](mailto:sglinke@forestpark.net)>  
**Subject:** Fwd: To be read into the the transcript of tonight's meeting regarding Mr. Donnie Biggins

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kevin Harnett  
Zimmerman-Harnett Funeral Home  
Forest Park, IL  
708-366-2200  
[www.ZimmermanHarnett.com](http://www.ZimmermanHarnett.com)

Begin forwarded message:

**From:** Kevin Harnett <[REDACTED]>  
**Date:** September 18, 2023 at 5:26:07 PM CDT  
**To:** [steveglinke@forestpark.net](mailto:steveglinke@forestpark.net)  
**Subject:** To be read into the the transcript of tonight's meeting regarding Mr. Donnie Biggins

I have spoken to and personally met with Mr. Donnie Biggins on several occasions. I believe, from these interactions, that he is

a sincere and respectful person with a focus on bringing a business that will compliment the Madison St. business corridor very nicely.

Our discussions touched on past issues and how we could improve 'quality of life' concerns for Madison St. businesses, as well as



residents, while remaining true to his own vision for the venue. I am confidently hopeful for the success of his business, and more

importantly, a positive step forward for our vibrant town. I believe that the venue he is proposing would truly allow ALL residents to come

together, close to home for fun, charity and music!

## **Kevin P. Harnett**

Zimmerman-Harnett

Funeral Home

7319 W. Madison St.

Forest Park, IL 60130

Main > 708-366-2200

Fax > 708-366-5505

Mobile> 708-906-9575



Virus-free [www.avg.com](http://www.avg.com)





P.O. Box 129  
Forest Park, IL 60130  
[forestparkarts@gmail.com](mailto:forestparkarts@gmail.com)  
[www.forestparkaarts.org](http://www.forestparkaarts.org)

July 17, 2023

Mr. Steve Glinke  
Public Health & Safety Director  
517 Des Plaines Avenue  
Forest Park, IL 60130

Dear Mr. Glinke,

The Forest Park Arts Alliance (FPAA) supports granting a "Performance Venue" special use permit for Robert's Westside in the Downtown Business District at 7321 Madison Street. FPAA's vision to celebrate the arts in Forest Park started with painting a rusty bridge with original artwork. Now, the Arts Alliance, a 501c3 non-profit organization, broadens its scope to bring the joy of performance art to Forest Park residents and beyond. We currently offer live performances through our Teller's Nights, Comedy Shows, 48 Hour Film Festival Gala, Stoop Sessions, and free Shakespeare in the Park. Many of these events and potential future events are limited because there are few available indoor spaces, or event venues are outdoors (weather permitting). The addition of carefully considered live performance spaces on Madison Street would not only offer places for live performances, but it would also offer patrons a complete evening that includes dining at local restaurants.

With the addition of this flexible Performance Venue, the FPAA hopes to partner with the owner, Donnie Biggins, to offer daytime makers' markets and to bring live theater back to Forest Park's Madison Street. For the past six months, we watched with great interest as Donnie Biggins brought live music to Exit Strategy at 7700 Madison Street without incidents or neighborhood concerns. We believe that his leadership can offer similar results at Robert's Westside.

Thank you for your consideration.

Board of Directors  
Forest Park Arts Alliance

our Ad Blocker Has Expired Here's what you did during your trial:



Ad Blocking is

OFF

☐ Remind me again in 2 days

Blocked Ads	0
Blocked Trackers	0
Time Saved	0 Seconds

Upgrade  
Now







## Sandy Nutley

---

**From:** Steve Glinke  
**Sent:** Saturday, September 16, 2023 11:20 AM  
**To:** Sandy Nutley  
**Subject:** FW: Public Comment for Village Mtg 9/18 (D. Biggins statement)

Steve Glinke  
Director, Building Planning and Zoning  
Village of Forest Park  
517 Des Plaines Ave. Forest Park Il. 60130  
Office 708-615-6284  
[sglinke@forestpark.net](mailto:sglinke@forestpark.net)  
[building@forestpark.net](mailto:building@forestpark.net)

**From:** Katherine Valleau <[REDACTED]>  
**Sent:** Friday, September 15, 2023 3:36 PM  
**To:** Steve Glinke <[sglinke@forestpark.net](mailto:sglinke@forestpark.net)>  
**Subject:** Public Comment for Village Mtg 9/18 (D. Biggins statement)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To those in attendance, all Forest Park business owners and all residents of our great village,

My name is Katherine Valleau (Va-Low) and I am the co-owner and operator of Exit Strategy Brewing Company. This is a letter to vouch for, attest to and affirm my confidence in Donnie Biggins as a business owner, music promoter & agent and all around good human.

Donnie has been associated with Exit Strategy Brewing Co as our music booking agent for the past 6 months. Donnie is a consummate professional and operates his talent agency, Harmonica Dunn, with the utmost character and professionalism. He has worked with large music venues, and smaller businesses, like Exit and shows the same care for live music in every space regardless of size, which shows his capacity for equity in operating his own business. Donnie prides himself on being an equitable human by striving to book diverse acts in all of his venues.

Beyond programming music and being a musician himself (you may have heard of The Shams Band and if not, please seek them out and listen to their music), Donnie also strives to give back to his community. A life long Oak Parker, Donnie is committed to working to abate food insecurity in our local villages. Recently, he worked with both the Village of Oak Park and Forest Park to host Food Aid - a two day music fest that raised nearly \$11,000 to be equally split between 7 local food insecurity organizations. Please see the Food Aid social media for more information on the good works that this community event does.

In closing, the world needs more stand-up guys, and Donnie Biggins is a stand-up guy. He/s trustworthy, fair and humble. I have no doubt that any business owned and operated by Donnie will succeed and will contribute to the overall health and growth of Forest Park.



High five my buddy Donnie tonight, and may we welcome him and his new business venture to Forest Park with open minds and good vibes.

Respectfully.

--

**Katherine Valleau**

Co-Owner

Chief Everything Officer

Content Creator

Exit Strategy Brewing Company

@exitstrategybrewing

#exitstrategybrewing

-----

Co-Host: Crafty Brewers Podcast

@crafty\_brewers\_pod

**ORDINANCE NO. O-\_\_\_\_-23**

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A  
PERFORMANCE VENUE IN THE DBD DOWNTOWN BUSINESS DISTRICT  
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
(PZC 2023-07: 7321 MADISON STREET, UNIT 100)**

**WHEREAS**, Donald Biggins d/b/a Roberts Westside, conditional tenant (“Applicant”) of the property commonly known as Unit 100, 7321 Madison Street, Forest Park, Illinois (“Subject Property”), has applied for a conditional use permit to allow a Performance Venue on the Subject Property; and

**WHEREAS**, the Subject Property is located in the DBD Downtown Business District; and

**WHEREAS**, pursuant to proper legal notice, a public hearing on the Applicant’s application for the conditional use permit for a Performance Venue was conducted by the Planning and Zoning Commission on September 18, 2023; and

**WHEREAS**, on September 18, 2023, the Planning and Zoning Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to grant the conditional use permit for a Performance Venue; and

**WHEREAS**, it is in the best interest of the Village that the application for the conditional use permit for a Performance Venue be granted by the corporate authorities of the Village.

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

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

**Section 2.** The Planning and Zoning Commission conducted a public hearing, considered Applicant’s application, testimony and evidence, and issued findings for the conditional use permit for a Performance Venue and has forwarded its recommendation that the Village Council grant the conditional use permit for a Performance Venue.

**Section 3.** The corporate authorities of the Village hereby make the findings of fact as follows:

1. The proposed conditional use for a Performance Venue is complementary to existing uses along Madison Street, supports the intent of the DBD Downtown Business district, and makes use of an existing building.
2. The proposed use of a Performance Venue, with a hard (music) stop at 11 p.m.,



provides a tiered exit in an existing building and will not have impacts on the surrounding area.

3. No site improvements are proposed and will not impede development or redevelopment.
4. As an existing building, the utilities and facilities needed are already in place.
5. The property does not have ingress or egress at the site level and contributes to the DBD Downtown Business District as a destination.
6. The proposed conditional use supports the comprehensive plan's vision for the DBD Downtown Business District.
7. The conditional use conforms to other district regulations by making use of an existing building.

**Section 4.** The granting of the conditional use of a Performance Venue herein as requested by the Applicant for the Subject Property is subject to the following terms and conditions:

1. The Performance Venue shall be constructed in substantial compliance with the "Project Documents" identified in this report and available in the Department of Public Health and Safety.
2. Performances will end on all nights no later than 11 p.m.
3. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and Director of Public Health and Safety.
4. No building permits and no Certificate of Occupancy for the Performance Venue to be operated at the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park have been paid in full prior to the issuance of such permits or certificate.
5. Applicant will provide designated temporary parking for rideshare drop-off and pick-up, to be agreed upon with Village.
6. Applicant will provide designated temporary parking for tour buses, buses, and vehicles of that nature, to be agreed upon with Village.
7. During performances, windows must be closed to prevent sound leakage.
8. Any violation of the above conditions will result in a violation of the Municipal

code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

**Section 5.** The approval of the conditional use permit for a Performance Venue to be operated on the Subject Property is subject to the terms and provisions of all conditions and requirements imposed and set forth in the Village Municipal Code and Zoning Regulations, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein, and shall be constructed, developed and operated in strict compliance with the Applicant's application, testimony and evidence presented on behalf of and by the Applicant and the following:

1. Conditional Use Permit Application (17 pages)
2. Applicant's responses to conditional use standards (5 pages)
3. Subject location exterior elevation(s) and interior space photographs (5 pages)

**Section 6.** This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED:

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

ATTEST:

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

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR IT COORDINATION AND CONSULTING SERVICES BY AND BETWEEN TECHNO CONSULTING, INC. AND THE VILLAGE OF FOREST PARK**

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

WHEREAS, Techno Consulting, Inc. (“TCI”) has provided and currently provides IT coordination and consulting services (“IT Services”) to the Village and proposes to continue providing IT Services to the Village; and

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

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from TCI regarding IT Services.

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

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

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby accept the Contract for IT Coordination Services from TCI, a copy of which is attached hereto as Exhibit A (the “Contract”).

Section 3. The Village Administrator is hereby authorized and directed to execute the Contract on behalf of the Village.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED by me this 10<sup>th</sup> day of October, 2023:

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

ATTESTED:

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



**EXHIBIT A**

**Techno Consulting, Inc.  
Contract for IT Coordination Services**

**CONTRACT FOR  
IT COORDINATION SERVICES**

This contract is made on \_\_\_\_\_, 2023 by and between the VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS (hereinafter called "Village") and TECHNO CONSULTING INC., Oak Park, Illinois (hereinafter called the "Consultant").

Now, therefore, in consideration of the mutual understanding herein contained, and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
General**

The Consultant shall render diligently and competently the consulting services described in Article II, upon the terms and conditions herein stated.

**ARTICLE II  
Services**

Consultant agrees to provide the IT Coordination Services, described herein and specified more fully in Appendix A hereto (the "Services"), under the direction of the Village's designee, both in Consultant's own offices and at designated locations within the Village, beginning on October 1, 2023 and continuing through April 30, 2024.

**ARTICLE III  
Compensation**

For all Services satisfactorily rendered by Consultant during the term of this Agreement, the Village shall pay Consultant the agreed-upon compensation, specified more fully in Appendix B hereto. All payments shall be made in accordance with the terms of the Payment Schedule set forth in Appendix B. Consultant shall be responsible for payment of all applicable state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

**ARTICLE IV  
Miscellaneous Provisions**

**Force Majeure**

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in

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Techno Consulting, Inc.  
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every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

#### **Warranties**

While serving as the agent of the Village as defined in the contract documents, the Consultant will provide advice, consultation and services in accordance with generally accepted professional practice. The Consultant will expend all reasonable efforts to ensure that his work is accurate, complete and on time. The Consultant and his subcontractors are qualified to provide the services requested.

#### **Prevailing Wage**

The Consultant agrees to abide by the Prevailing Wage Act, where applicable.

#### **Equal Employment Opportunity**

The Consultant shall assure that all persons employed by the Consultant, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. The Consultant shall also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.

#### **Compliance**

In completion of the work described in the contract, the Consultant and its subcontractors will at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the Consultant's, and the Consultant's subcontractor's, work. Any and all RFP/bidding documents prepared as deliverable to this contract are subject to approval by the Village before being made available to bidders.

#### **Termination**

- A. Default. Each party has the right to terminate this contract if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional period as the nondefaulting party may authorize). In addition, if at any time after commencement of the Services the Village shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, or substantially not conforming to the descriptions, warranties, or representations contained herein, the Village may terminate this contract upon ninety (90) days' written notice to the Consultant.

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Techno Consulting, Inc.

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- B. Acts of Insolvency. The Village may terminate this contract by written notice to the Consultant and regard the Consultant as in default of this contract, if the Consultant becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Consultant shall immediately notify the Village of its occurrence.

#### **Rights and Obligations of the Parties on Termination**

In the event of termination not the fault of the Consultant, the Consultant shall be compensated per the terms of the Payment Schedule set forth in Appendix B to the date of termination, together with all provable costs and expenses incurred by the Consultant up to the date of termination.

Upon the termination of this contract by either party, the Consultant shall immediately deliver to the Village copies of all studies, sketches, drawings, calculations, estimates, reports, records, schedules, and other such information and data accumulated by the Consultant in the performance of services under this contract whether complete or in process which documents and materials shall be the sole property of the Village.

#### **Confidential and Proprietary Information**

Each party acknowledges and agrees that any and all information concerning the other's business or operations is "Confidential and Proprietary Information," and each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees, agents or representatives who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party, or is otherwise required by law.

#### **Notice**

Any notice or communication permitted or required under this contract shall be in writing and shall become effective on the day of mailing thereof by certified mail, postage prepaid, addressed:

Contract for Services - Village of Forest Park  
Techno Consulting, Inc.  
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If to the Village, to:

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

If to the Consultant, to:

Techno Consulting, Inc.  
7061 North Ave #373  
Oak Park, Illinois 60302  
Attn: Mr. Bradley Gordon

#### **Binding Effect of Agreement**

This contract shall inure to the benefit of and bind the Village, its representatives, officers, assigns and successors and shall inure to the benefit of and bind the Consultant, its agents, representatives, successors and assigns.

#### **Complete Understanding**

This contract sets forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

#### **Amendments**

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

#### **Status as Independent Contractor**

The Consultant and the Village are contractors independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Consultant shall be responsible for payment of all taxes imposed in connection with its performance of Services and receipt of fees under this contract.

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Techno Consulting, Inc.  
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**Cumulation of Remedies**

All remedies available to either party for breach of this contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**Waiver**

No term or provision hereof shall be deemed waiver and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**Assignment**

The obligations of the Consultant under the contract shall not be assigned without the approval in writing of the Village.

**Rider**

The obligations of the Consultant and the Village, under the terms and provisions of "Rider to Contract for IT Coordination Services," attached hereto as Exhibit C, are agreed to and incorporated into this Contract as though fully set forth herein.

**Renewal of Agreement**

Either party may notify the other of intent to not renew this agreement no later than the 31<sup>st</sup> day of January. In the absence of such notification, this agreement will automatically renew for a period of twelve months beginning March 1<sup>st</sup> each year subsequent to the initial term of this agreement at the same pricing and terms herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Applicable Law**

This contract shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

VILLAGE OF FOREST PARK  
COOK COUNTY, ILLINOIS

\_\_\_\_\_

Date: \_\_\_\_\_

TECHNO CONSULTING, INC.

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
DESCRIPTION OF SERVICES**

The Consultant agrees to act in the capacity of IT consultant and provide maintenance and support services for the data network infrastructure at the Village. The Consultant's primary duty is to provide maintenance and assistance to insure that the Village's network is operating properly. The Consultant agrees to make himself available, in order to maintain the smooth and efficient operation of the network. In addition, the Consultant is expected to assist with the orderly maintenance of equipment, the ongoing upgrades to network equipment and software, and for being familiar with developing technologies that enhance delivery of services for all users. The Consultant shall diligently and competently perform such duties.

The scheduling of the services provided shall be at a mutually agreeable time.

Village shall provide access to equipment, and passwords, as required to perform the services provided.

Village is responsible for providing all hardware, software, and tools required to meet the satisfactory performance of services as defined by Village and agreed to by Consultant.

These Services may include:

- Maintenance and monitoring of Network Performance
- Maintenance and monitoring of backup systems
- Maintenance and monitoring of virus protection systems
- Maintenance of desktop configurations
- Upgrades as required of Server and Network Equipment Software
- Maintenance and monitoring of E-Mail Systems
- Consultations on Infrastructure Technologies
- Consultations on Technology Budgeting
- Disaster Recovery Assistance
- Coordination of support with third party software vendors

These Services do NOT include:

- Training Services
- Any Single Defined Project or Task that requires over 8 hrs of Labor OR not part of included services.

**AND**

- Hardware Repair
- Manufacturer Warranty Service
- Direct Specialized Application Support

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Techno Consulting, Inc.  
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**EXHIBIT B  
COMPENSATION**

For services rendered pursuant to this contract, the Village agrees to pay the Consultant the amount of Two Thousand Dollars \$26,950.00 payable in seven equal monthly installments of \$3,850.00 (Three Thousand Eight Hundred Fifty Hundred Dollars) each for the term of the contract and for each annual renew the amount of \$46,200.00 the amount of Two Thousand Dollars \$26,950.00 payable in twelve equal monthly installments of \$3,850.00 (Three Thousand Eight Hundred Fifty Hundred Dollars)

Invoice for each installment will be issued at the start of the month and payment is expected within 30 days.

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**EXHIBIT C**  
**RIDER TO CONTRACT FOR IT COORDINATION SERVICES**

This Rider, dated \_\_\_\_\_, 2023, is made by and between the Village of Forest Park ("Village") and Techno Consulting Inc., ("Consultant"), and supplements that certain Contract for IT Coordination Services, dated \_\_\_\_\_, 2023, by and between the Village and Consultant. Village and Consultant hereby agree as follows:

1. The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, contractors, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.
2. The Village agrees that payments for services provided in the Contract for IT Coordination Services shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
3. The Consultant certifies that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. in compliance with equal employment opportunities and that during the performance of the Contract. In addition to the terms provided in the Contract for IT Coordination Services, the Consultant shall:
    - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military

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Techno Consulting, Inc.  
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service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, **sex**, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- c. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- d. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Consultant may be declared ineligible for future contracts with the Village, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- e. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultant's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such Contract, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the Consultant's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph 3.e.(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the Village within ten (10) days after receiving notice under Subparagraph 3.e.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
4. Consultant certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant in violation of Chapter 7 of the Village Code of the Village of

...

Forest Park pursuant to the requirements of Article IO of the State Officials and Employees Ethics Act.

5. Consultant certifies that Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant in violation of Chapter 7 of the Village Code of the Village of Forest Park pursuant to the requirements of Article IO of the State Officials and Employees Ethics Act.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed.

VILLAGE OF FOREST PARK,  
COOK COUNTY, ILLINOIS

Date:

TECHNO CONSULTING, INC.

Mr. Bradley H. Gordon, Owner

Date

Contract for Services - Village of Forest Park  
Techno Consulting, Inc.  
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**AN ORDINANCE WAIVING BID AND AUTHORIZING THE  
ACCEPTANCE OF A MASTER SOFTWARE LICENSING AGREEMENT  
FOR ADJUDICATION SOFTWARE BY AND BETWEEN  
DACRA TECH LLC AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (the “Village”), a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase, acquire and lease personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

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

WHEREAS, Dacra Tech, LLC (“Dacra”) has provided and currently provides software applications to the Village to support the Village’s adjudication citations and hearings; and

WHEREAS, Dacra is phasing out its existing software applications and proposes to provide and support the Village’s adjudication citations and hearings with updated software applications (“Adjudication Software”); and

WHEREAS, the corporate authorities of the Village believe that, due to its experience, skill set and existing satisfactory relationship with the Village, Dacra is uniquely qualified to provide such updated and cost effective Adjudication Software to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from Dacra regarding the Adjudication Software.

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

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

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby enter into the Master Software Licensing Agreement for Adjudication Software with Dacra, a copy of which is attached hereto as Exhibit A (the “Agreement”).

Section 3. The Village Administrator is hereby authorized and directed to execute the Agreement on behalf of the Village.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED by me this 10<sup>th</sup> day of October, 2023:

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

ATTESTED:

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



**EXHIBIT A**

**Dacra Tech, LLC  
Master Software Licensing Agreement**

## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **Village of Forest Park** (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 90 days prior to the expiration of the term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of Forest Park  
Attention: Nick Petrovic  
517 Des Plaines Avenue  
Forest Park, IL. 60130  
Email: npetrovic@forestpark.net

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
450 Devon Avenue, Suite 100  
Itasca, IL. 60143  
Email: [David.Braner@Dacratech.com](mailto:David.Braner@Dacratech.com)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Dacra Tech, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Name (print):

Title:

Date:

**Village of Forest Park**  
an Illinois municipal corporation

By: \_\_\_\_\_

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

**EXHIBIT A**  
**MASTER TERMS AND CONDITIONS**

**A. Limited License Granted**

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “License”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

**B. Third-Party Agreements**

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**C. Data**

Municipality at all times will retain sole ownership of its Municipal Data. The term “Municipal Data” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**D. Dacra’s Intellectual Property**

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “Intellectual Property Rights” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

**E. Further Assurances**

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

**F. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

**G. Termination**

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

**H. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "LIMITATION OF LIABILITY"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. DACRA IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY.

**I. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.

- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of Cook County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

**J. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) Training. As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) Support. Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) Exclusions. Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
  - (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

**K. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
  - (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
  - (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
  - (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Management Module which will be deployed to the Municipality with the functionality stated hereunder.

## DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

### Dacra System Architecture and Security

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- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
    - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

### Municipal Enforcement Adjudication Module

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- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability



## Mobile State and Municipal E-Citation Module

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- **State of Illinois E-Citations:**
  - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
    - Illinois AOIC Compliant Electronic Uniform Citation
    - Illinois AOIC Compliant Electronic Overweight Citation
    - Illinois AOIC Compliant Electronic Civil Law Citation
    - Cook County “Y” Citation Format
  - Electronic County Transmittal via IUCS Leader Courts
  - County Citation Transmittal Forms for Select Circuit Courts
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
  - Issue and print local ordinance citations:
    - Parking Citations – Multiple entry methods to speed parking citation issuance
    - Animal – Track animal specific information with violator history available
    - Compliance Violations – Department specific ordinance compliance citations
    - Tow Ticketing – Issue administrative tow seizure and hearing notices
    - Legacy Tickets – Historical citation data can be imported for violation payment
- **Additional Citation Features:**
  - Easily create additional “companion” violations for the same violator with one click
  - Agency defined mandatory field completion
  - Statute/Ordinance “Easy Search” Functionality
  - Offense location and respondent GPS mapping tools
  - Citation digital evidence record storage
  - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
  - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
  - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
- **Violator History Reports:**
  - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
  - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
  - Dacra’s “3 Click” Parking Ticket feature provides the industry’s fastest way to accurately issue a parking violation via tablets complete with photo evidence.

## Police Patrol Management Module

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- **Towed Vehicle Management Tools**
  - **Abandoned Vehicle Tracking:** Identify and track abandoned vehicles with required notices and follow-up reports.
  - **Police Tow and Impound Inventory Management:** Create and process tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
  - **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.
  - **Tow Holds:** Tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.

- **Officer Docs:** Store, issue, and print single use documents used for in the patrol environment from the squad.
- **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.
- **Night Parking Permits:** Issue night park permits online via secure algorithm. Provide real-time notification of night park permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

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### DACRA 3<sup>rd</sup> Party Integrations

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. **Monthly Service Fee:** In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, and the Monthly Usage Fee for citations issued that month:

<b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>	<b>Monthly Service Fee</b>
<b>Monthly Licensing Fee – Adjudication, e-Citation, and Police Patrol Modules</b>	
- Year 1: Go-live Date – April 30, 2024	\$2,500
- Year 2: May 1, 2024 – April 30, 2025	\$2,500
- Year 3: May 1, 2025 – April 30, 2026	\$2,500
<b>Monthly Usage Fee – Calculated by totaling fees for citations issued that month:</b>	
- <b>Adjudication Citations Issued That Month</b>	
<i>Year 1: 1100 included at no cost</i>	\$3 each
<i>Year 2: 750 included at no cost</i>	
<i>Year 3: 500 included at no cost</i>	
- <b>State Citations Issued That Month</b>	\$1 each
<i>Year 1: 1000 included at no cost</i>	
<i>Year 2: 750 included at no cost</i>	
<i>Year 3: 500 included at no cost</i>	

- B. **Integration Fee(s):** In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

<b>Additional Fee Description</b>	<b>Monthly Fee</b>
Dacra's standard CAD interface to transfer driver/vehicle data (Capers)	Waived
Use of DACRA APIs for Data Transfer	Waived

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE  
OF A TRUE NORTH CLOUD HOSTING MASTER AGREEMENT AND CLOUD-  
BASED POLICE RECORDS MANAGEMENT SYSTEM BY AND BETWEEN  
CAPERS NORTH AMERICA, LLC AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (the “Village”), a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase, acquire and lease personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

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

WHEREAS, the Village currently stores its Police Department records in an on-site computer storage server that is nearing full capacity and to replace the existing server would be costly and inefficient; and

WHEREAS, CAPERS North America, LLC (“CAPERS”) proposes to provide for the migration and hosting of a cloud-based police records management system for the Village’s Police Department records management (“Records Management”); and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, CAPERS is uniquely qualified to provide such cloud-based and cost-effective Records Management to the Village for the efficient operation of the Police Department; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from CAPERS regarding the Records Management.

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

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

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby enter into the True North Cloud Hosting Master Agreement for Records Management with CAPERS, a copy of which is attached hereto as Exhibit A (the “Agreement”).

Section 3. The Village Administrator is hereby authorized and directed to execute the Agreement on behalf of the Village.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED by me this 10<sup>th</sup> day of October, 2023:

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

ATTESTED:

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

**EXHIBIT A**

**CAPERS North America, LLC  
True North Cloud Hosting Master Agreement**





## True North® Cloud Hosting Master Agreement

This Master Agreement (“Agreement”) is between CAPERS NORTH AMERICA LLC (“CAPERS”), an Illinois corporation, and the VILLAGE OF FOREST PARK, a government entity based in Illinois (“Agency”).

### SUBSCRIPTION SERVICES.

1. Access to the Subscription Services. CAPERS grants Agency a right to receive the Subscription Services.
  - 1.1. The Software is located on servers that are controlled by CAPERS. Agency may access the Software, but has no right to receive a copy of the object code or source code to the Software.
  - 1.2. Agency must have a high speed Internet connection, and hardware and software that is compatible with the Subscription Services, as set out in the Documentation. None of these things are CAPERS’ responsibility.
  - 1.3. CAPERS regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Agency to schedule and implement the changes. The changes may also mean that Agency needs to upgrade its equipment in order to make efficient use of the Subscription Services. CAPERS will provide Agency with advance notification in this case.
  - 1.4. CAPERS recognizes that Agency may have legitimate business reasons for not upgrading to a new version of the Subscription Services as soon as the version becomes available. However, CAPERS will not support old versions indefinitely. CAPERS has policy that sets out what happens when old versions reach end-of-life. When an old version used by Agency is at end-of-life, CAPERS may remove Agency’s access to that version and upgrade Agency to a new version.
  - 1.5. CAPERS solely owns the intellectual property in the Software (except for third party components) and the Documentation.
2. Conditions of Use. The Subscription Services provided to Agency are non-exclusive, non-transferable (except as provided in Section 17.4), and are for Agency’s internal business use only. Agency’s right to use the Subscription Services is conditional upon the following. Agency may not:

- 2.1. transfer to any other person any of its rights to use the Subscription Services;
- 2.2. sell, rent or lease the Subscription Services;
- 2.3. make the Subscription Services available to anyone who is not an "Authorized User". An Authorized User is an employee of Agency, or of a person to whom Agency has outsourced services, who is authorized to access the Software as either a named or concurrent user;
- 2.4. create any derivative works based upon the Subscription Services or Documentation;
- 2.5. copy any feature, design or graphic in, or reverse engineer the Software;
- 2.6. access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if Agency is an employee of a CAPERS competitor;
- 2.7. use the Subscription Services in a way that violates any criminal or civil law;
- 2.8. load test the Subscription Services in order to test scalability; or,
- 2.9. exceed the usage limits listed in the Order Form.
3. Agency Data. Agency must provide all data for use in the Subscription Services, and CAPERS is not obliged to modify or add to the Agency Data. Agency is solely responsible for the content and accuracy of the Agency Data.
  - 3.1. The Agency Data belongs to Agency, and CAPERS makes no claim to any right of ownership in it.
  - 3.2. CAPERS will allow 100GB for file and photo upload. Additional storage space may be granted for an additional monthly rate of \$75.00 per month per 100GB additional space.
  - 3.3. CAPERS must keep the Agency Data confidential in accordance with Section 13 of this Agreement.
  - 3.4. CAPERS must use the Agency Data strictly as necessary to carry out its obligations under this Agreement, and for no other purpose. However, CAPERS:
    - 3.4.1. may observe and report back to Agency on Agency's usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services;
    - 3.4.2. may identify trends and publish reports on its findings provided the reports include data aggregated from more than one Agency site and do not identify Agency; and,
    - 3.4.3. must ensure that the data center containing the Agency Data meets the following physical and electronic security requirements: (i) single point of entry; (ii) main access monitored with additional

access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on CAPERS approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by CAPERS or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall.

3.5. CAPERS must take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with Agency's instructions, provided they are reasonable and lawful.

3.6. CAPERS must back up Agency Data once in each 24-hour period.

4. Subscription Services Warranties. CAPERS warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) CAPERS owns or otherwise has the right to provide the Subscription Services to Agency under this Agreement. The remedies set out in this Section 4 are Agency's exclusive remedies for breach of either warranty.

4.1. If the Subscription Services do not function substantially in accordance with the Documentation, CAPERS must, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet Agency's requirements. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this Agreement, in which case CAPERS shall refund to Agency all fees pre-paid to CAPERS under the relevant Order Form for unused Subscription Services.

4.2. If the normal operation, possession or use of the Subscription Services by Agency is found to infringe any third party U.S. intellectual property right or CAPERS believes that this is likely, CAPERS must, at its option, either (i) obtain a license from such third party for the benefit of Agency; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case CAPERS shall refund to Agency all fees pre-paid to CAPERS under the relevant Order Form for unused Subscription Services.

4.3. However, CAPERS has no warranty obligations for:

- 4.3.1. the extent that Software has been modified by Agency or any third party, unless the modification has been approved in writing by CAPERS;
- 4.3.2. a version of the Subscription Services that has passed its end-of-life date (see Section 1.4); or,
- 4.3.3. problems in the Subscription Services caused by any third party software or hardware, by accidental damage or by other matters beyond CAPERS' reasonable control.

### **PROFESSIONAL SERVICES**

- 5. Professional Services Warranties. CAPERS warrants that (i) the Work Product will substantially conform to the Statement of Work; and (ii) the Professional Services will be performed with reasonable skill, care and diligence. The remedies set out in this Section 5 are Agency's exclusive remedies for breach of either warranty. If the Professional Services do not conform to the Statement of Work or are not performed with reasonable skill, care and diligence, CAPERS shall re-perform the Professional Services to the extent necessary to correct the defective performance.
- 6. Agency's Responsibilities. Agency must provide CAPERS with all information, access, and full good faith cooperation reasonably necessary to enable CAPERS to deliver the Professional Services, and must do anything that is identified in the Statement of Work as Agency's responsibility. If Agency fails to do this, CAPERS will be relieved of its obligations to the extent that the obligations are dependent upon Agency's performance.
- 7. Intellectual Property Ownership. CAPERS solely owns the intellectual property in the Work Product. Upon payment in full of any amounts due for Professional Services, Agency shall have a non-exclusive, non-transferable (except as provided in Section 17.4) right to use the Work Product for Agency's internal business purposes. This right shall continue for so long as, and be subject to the same terms and conditions as the right to use the Subscription Services.

### **GENERAL**

- 8. Term of Agreement. This Agreement starts on the date that Agency signs an Order Form and ends when CAPERS no longer is obliged to provide Agency with Subscription Services or Professional Services under any Order Forms.
- 9. Payments. Agency must pay the fees listed in the relevant Order Form.

- 9.1. Agency must pay a finance charge on any overdue payment of one and one-half percent (1-1/2%) for each month or portion of a month that the payment is overdue, or the highest interest rate permitted by applicable law, whichever is the lower. Interest shall compound monthly. The fees do not include any taxes, and Agency shall pay any sales, use, value added or other taxes or import duties (other than corporate income taxes payable by CAPERS) due as a result of any amounts paid to CAPERS. Agency shall bear all of CAPERS' costs of collection of overdue fees, including reasonable attorneys' fees.
- 9.2. If Agency initially purchases Subscription Services for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the initial subscription.
10. Termination and Suspension.
- 10.1. Either party may terminate rights granted under a particular Order Form if the other breaches any material term of the Order Form (including a material term of this Agreement insofar as it applies to the Order Form) and the breach is not cured within 60 days of written notice. Agency's breach of Section 2.9 of this Agreement shall be considered a material breach.
- 10.2. Instead of terminating rights granted to an Agency under an Order Form, CAPERS may suspend the provision of Subscription Services to Agency for a period of up to 45 days. At any time during that period, CAPERS may terminate the rights granted to Agency. Sections 2.4, 2.5, 3.3, 7, 9, 11, 12, 13, 14, 15 and 17 continue after this Agreement ends.
- 10.3. If CAPERS terminates an Order Form under this Agreement because of non-payment by Agency, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.
- 10.4. Upon termination of Agency's Subscription Service, CAPERS must promptly provide Agency with all Agency Data. However, CAPERS may, at its discretion, retain Agency Data in backup media for an additional period of up to 12 months, or longer if required by law.
- 10.5. CAPERS requires written notice of cancellation ninety (90) days prior to desired cancellation of service. Agency is required to continue paying monthly expenses until cancellation date.
11. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES, WORK PRODUCT AND PROFESSIONAL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND,

AND CAPERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CAPERS DOES NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. AGENCY ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIPTION SERVICES, SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE AGENCY'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SUBSCRIPTION SERVICES OR WORK PRODUCT. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY AGENCY TO CAPERS UNDER SUCH RELEVANT ORDER FORM DURING THE 24 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN CAPERS AND AGENCY AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO CAPERS. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF CAPERS' INTELLECTUAL PROPERTY RIGHTS, OR A BREACH OF SECTION 13 OF THIS AGREEMENT, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

13. Confidentiality.

13.1. The Subscription Services, Software, Documentation and Work Product contain valuable trade secrets that are the sole property of CAPERS, and Agency agrees to use reasonable care to prevent other parties from learning of these trade secrets. Agency must take reasonable care to prevent unauthorized access to or duplication of the Subscription Services, Software, Documentation, and Work Product.

13.2. The Agency Data may include valuable trade secrets that are the sole property of Agency. CAPERS must take reasonable care to prevent other parties from learning of these trade secrets.

13.3. Sections 13.1 and 13.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the “Receiver”), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver’s records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

14. Indemnification by CAPERS. CAPERS must indemnify and hold harmless Agency, its affiliates, directors and employees from any damages finally awarded against Agency (including, without limitation, reasonable costs and legal fees incurred by Agency) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services, Documentation or Work Product by Agency infringes any copyright, trade secret or United States patent, (“Legal Action”). CAPERS must also assume the defense of the Legal Action.

14.1. However, CAPERS shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services, Software or Work Product with software or products not supplied, or approved in writing by CAPERS; (ii) any repair, adjustment, modification or alteration to the Subscription Services by Agency or any third party, unless approved in writing by CAPERS; or (iii) any refusal by Agency to install and use a non-infringing version of the Subscription Services, or Work Product offered by CAPERS under Section 4.2(ii). Section 4.2(ii) and this Section 14 state the entire liability of CAPERS with respect to any intellectual property infringement by the Subscription Services, Software or Work Product.

14.2. Agency must give written notice to CAPERS of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and must give copies to CAPERS of all communications, notices and/or other actions relating to the Legal Action. Agency must give CAPERS the sole control of the defense of any Legal Action, must act in accordance with the reasonable instructions of CAPERS and must give CAPERS such assistance as CAPERS reasonably requests to defend or settle such claim. CAPERS must conduct its defense at all times in a manner that is not adverse to Agency’s interests. Agency may employ its own counsel to assist it with respect to any such claim. Agency must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with CAPERS or its



counsel, or because CAPERS fails to assume control of the defense. Agency must not settle or compromise any Legal Action without CAPERS' express written consent. CAPERS shall be relieved of its indemnification obligation under Section 14 if Agency materially fails to comply with Section 14.2.

15. Indemnification by Agency. Agency must indemnify and hold harmless CAPERS, its affiliates, directors, and employees from any damages finally awarded against CAPERS (including, without limitation, reasonable costs and legal fees incurred by Agency) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the Agency Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Agency Data ("Legal Claim").

- 15.1. CAPERS must give written notice to Agency of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Agency of all communications, notices and/or other actions relating to the Legal Claim. CAPERS must give Agency the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Agency and must give Agency such assistance as Agency reasonably requests to defend or settle such claim. Agency must conduct its defense at all times in a manner which is not adverse to CAPERS' interests. CAPERS may employ its own counsel to assist it with respect to any such claim. CAPERS must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Agency or its counsel, or because Agency fails to assume control of the defense. CAPERS must not settle or compromise any Legal Claim without Agency's express written consent. Agency shall be relieved of its indemnification obligation under Section 15 if CAPERS materially fails to comply with Section 15.1.

16. Publicity.

- 16.1. CAPERS may list Agency as an Agency and use Agency's logo on CAPERS' website, on publicly available Agency lists, and in media releases.

17. Miscellaneous.

- 17.1. This Agreement together with the Order Form represent the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form will prevail.
- 17.2. This Agreement may not be changed or any part waived except in writing by the parties.
- 17.3. This Agreement will be governed by the laws of Illinois (excluding its choice of law rules). The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Illinois for any claim relating to this Agreement.
- 17.4. Agency must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of CAPERS. CAPERS may not withhold such consent in the case of an assignment by Agency of its rights and obligations to an entity that has acquired all, or substantially all of Agency's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.
- 17.5. Agency must not export or re-export, directly or indirectly, any Subscription Services, Documentation or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.
- 17.6. The Subscription Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

**DEFINITIONS.**

18. Glossary.

18.1. "Agency Data" means any electronic information stored in the Software database.

18.2. "Documentation" means user documentation provided electronically by CAPERS for use with the Subscription Services, as periodically updated.

18.3. "Order Form" means a document provided by CAPERS and signed by Agency that describes CAPERS's service offering.

18.4. "Professional Services" means the training, consulting, development and other professional services identified on an Statement of Work, but does not include the Subscription Services.

18.5. "Statement of Work" means a document provided by CAPERS and signed by Agency that describes the Professional Services to be provided by CAPERS to Agency.

18.6. "Software" means the software whose functionality is described in the Order Form.

18.7. "Subscription Services" means the hosted Agency experience solutions identified in an Order Form, and any modifications periodically made by CAPERS, but does not include the Professional Services.

18.8. "Subscription Term" means the period of time during which CAPERS is required to provide Agency with the Subscription Services.

18.9. "Work Product" means object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any works and other materials developed by CAPERS in providing the Professional Services to Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

Company:

CAPERS North America LLC

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENCY:

Village of Forest Park

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Quote

Forest Park Police Department  
517 DesPlaines Ave  
Forest Park, IL 60130

Quote No.: Q-0105

Date: July 13, 2023

Quote Expires:

### Hosted RMS Migration

Set up, configuration and Migration from physical server to hosted RMS.

Qty	Description	Unit Price	Discount	Extended
1.00	Database move (Local to Hosted), Configuration and deployment of hosted database	8500.00		8500.00
3.00	CAPERS Annual Maintenance (Billed Annually)	13000.00		39000.00

Subtotal \$47500.00

Sales Tax 0% \$0.00

Quote Total \$47500.00

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### Quote Terms:

This project will move the existing CAPERS RMS database off of the current servers housed locally. CAPERS will migrate the database to the CAPERS Hosted platform by configuring and deploying CAPERS RMS for Forest Park on the Hosted system, migrate the current database and configure for remote access both internally as well as from mobile.

*Thank you for your business*

[www.caperssoftware.com](http://www.caperssoftware.com)

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

**A RESOLUTION AUTHORIZING THE AWARD FOR THE  
VILLAGE HALL PARKING LOT PAVING PROJECT CONTRACT  
TO A LAMP CONCRETE CONTRACTORS**

WHEREAS, the Village of Forest Park previously approved specifications and re-advertised for bids for the Village Hall Parking Lot Paving Project ("Project"); and

WHEREAS, on September 14, 2023, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and five (5) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	<b>COMPANY</b>	<b>BID</b>
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$70,525.00</i>
1	A Lamp Concrete Contractors	\$74,000.00
2	Chicagoland Paving	\$75,000.00
3	Abbey Paving	\$89,054.30
4	J.A. Johnson Paving	\$92,381.00
5	McGill Construction	\$94,745.10

WHEREAS, A Lamp Concrete Contractors 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 A Lamp Concrete Contractors 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 A Lamp Concrete Contractors for the bid in the amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00); 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, A Lamp Concrete Contractors, for the bid in the amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00); 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 A Lamp Concrete Contractors, 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, A Lamp Concrete Contractors, for the bid in the amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00).

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, A Lamp Concrete Contractors, for the bid in the amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED by me this 10<sup>th</sup> day of October, 2023.

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

ATTESTED and filed in my office,  
and published in pamphlet form this  
\_\_\_\_\_ day of October, 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

September 15, 2023

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

Attention: Rachell Entler – Interim Village Administrator

Subject: Village Hall & Community Center Parking Lot Improvements  
**Bid Results / Recommendation of Award**  
(CBBEL Project No. 00-23BG0115)

Dear Ms. Entler:

On Thursday, September 14, 2023 at 10:00 a.m. bids were received virtually and opened publicly via zoom meeting for the Village Hall & Community Center Parking Lot Improvements Project. Five (5) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	Proposal for Community Center Parking Lot Only	Proposal for Village Hall Parking Lot Only	Proposal for Both Parking Lots to be Constructed
-	ENGINEER'S ESTIMATE	\$140,400.00	\$70,525.00	\$210,925.00
1	<b>A Lamp Concrete Contractors</b>	<b>\$148,000.00</b>	<b>\$74,000.00</b>	<b>\$222,000.00</b>
2	J.A. Johnson Paving	\$149,070.00	\$92,381.00	\$241,451.00
3	Chicagoland Paving	\$150,000.00	\$75,000.00	\$225,000.00
4	Abbey Paving	\$159,018.30	\$89,054.30	\$248,072.60
5	McGill Construction	\$178,318.50	\$94,745.10	\$273,063.60

As shown above, A Lamp Concrete Contractors is the low bidder regardless of the combination of parking lots the Village opts to award. We have reviewed their bid document and find it to be in order. CBBEL has worked with A Lamp Concrete Contractors previously and they appear qualified to perform this work. Therefore, our office recommends accepting the A Lamp Concrete Contractors bid based on the available funding to the Village.

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

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Forest Park 2023 Village Hall and Community Center Parking Lot Improvements (#8630840)  
 Owner: Village of Forest Park  
 Solicitor: Christopher B Burke Engineering Ltd  
 09/14/2023 1000 AM CDT  
**BID TABULATION**

Community Center Parking Lot A

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		A Lamp Concrete		J.A. JOHNSON PAVING CO	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	\$50.00	\$5,000.00	\$10.00	\$1,000.00	\$30.00	\$3,000.00
2	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	100	\$4.00	\$400.00	\$2.00	\$200.00	\$0.75	\$75.00
3	21101815	TOPSOIL, FURNISH AND PLACE, 4"	SQ YD	100	\$10.00	\$1,000.00	\$5.00	\$500.00	\$8.00	\$1,280.00
4	25100105	MULCH, METHOD 1	ACRE	0.04	\$5,000.00	\$200.00	\$25,000.00	\$1,000.00	\$15,000.00	\$600.00
5	28000510	INLET FILTERS	EACH	5	\$150.00	\$750.00	\$15.00	\$75.00	\$185.00	\$925.00
6	*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	100	\$50.00	\$5,000.00	\$10.00	\$1,000.00	\$30.00	\$3,000.00
7	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1350	\$1.00	\$1,350.00	\$0.01	\$13.50	\$1.350	\$1,350.00
8	40604060	HOT MIX ASPHALT SURFACE COURSE, MIX D, NSO	TON	240	\$125.00	\$30,000.00	\$126.00	\$30,240.00	\$135.00	\$32,400.00
9	*42400020	PCC SIDEWALK 5" REMOVAL AND REPLACEMENT, SPECIAL	SQ FT	150	\$17.50	\$2,625.00	\$21.00	\$3,150.00	\$11.00	\$1,650.00
10	*42400800	DETECTABLE WARNING FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	SQ FT	20	\$40.00	\$800.00	\$25.00	\$500.00	\$20.00	\$400.00
11	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75"	SQ YD	2000	\$6.00	\$12,000.00	\$3.50	\$7,000.00	\$6.00	\$12,000.00
12	*44201676	CLASS D PATCHES, SPECIAL	SQ YD	200	\$60.00	\$12,000.00	\$44.00	\$8,800.00	\$75.00	\$15,000.00
13	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	140	\$40.00	\$5,600.00	\$53.00	\$7,420.00	\$40.00	\$5,600.00
14	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	280	\$50.00	\$14,000.00	\$73.50	\$20,580.00	\$95.00	\$26,600.00
15	67100100	MOBILIZATION	L SUM	1	\$10,000.00	\$10,000.00	\$8,880.00	\$8,880.00	\$7,600.00	\$7,600.00
16	72001010	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	90	\$15.00	\$1,350.00	\$7.25	\$652.50	\$9.00	\$810.00
17	72000200	THERMOPLASTIC PAVEMENT MARKING, LINE 4"	FOOT	1500	\$2.00	\$3,000.00	\$1.50	\$2,250.00	\$1.35	\$2,025.00
18	*X4021000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	2	\$100.00	\$200.00	\$375.00	\$750.00	\$100.00	\$200.00
19	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$5,000.00	\$5,000.00	\$21,874.00	\$21,874.00	\$16,630.00	\$16,630.00
20	*X0003435	PCC DRIVEWAY REMOVAL AND REPLACEMENT, SPECIAL	SQ YD	100	\$120.00	\$12,000.00	\$170.00	\$17,000.00	\$80.00	\$8,000.00
21	*20013738	CONSTRUCTION LAYOUT	L SUM	1	\$2500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$6,500.00	\$6,500.00
22	*NA	BRUSH CLEARING	L SUM	1	\$2500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,100.00	\$3,100.00
23	*NA	CONCRETE WHEEL STOP REMOVAL	EACH	14	\$15.00	\$210.00	\$35.00	\$490.00	\$25.00	\$350.00
24	*NA	CONCRETE WHEEL STOP REINSTALL	EACH	9	\$15.00	\$135.00	\$50.00	\$450.00	\$27.00	\$181.00
25	*NA	CONCRETE WHEEL STOP	EACH	40	\$200.00	\$8,000.00	\$150.00	\$6,000.00	\$67.00	\$2,680.00
26	*NA	STRUCTURE TO BE ADJUSTED, SPECIAL	EACH	8	\$700.00	\$5,600.00	\$525.00	\$4,200.00	\$1,500.00	\$12,000.00
27	*NA	STRUCTURE TO BE RECONSTRUCTED	EACH	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,510.00	\$2,510.00
28	*NA	SCODING (SPECIAL) 6"	SQ YD	78	\$15.00	\$1,170.00	\$25.00	\$1,950.00	\$18.00	\$1,404.00
					Total=	\$140,400.00	Total=	\$148,000.00	Total=	\$149,070.00

Village Hall Parking Lot B

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		A Lamp Concrete		J.A. JOHNSON PAVING CO	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
29	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	40	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$40.00	\$1,600.00
30	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	40	\$4.00	\$160.00	\$2.00	\$80.00	\$0.75	\$30.00
31	28000510	INLET FILTERS	EACH	3	\$150.00	\$450.00	\$15.00	\$45.00	\$185.00	\$555.00
32	*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	40	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$98.00	\$3,920.00
33	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	510	\$1.00	\$510.00	\$0.01	\$5.10	\$1.00	\$510.00
34	40604060	HOT MIX ASPHALT SURFACE COURSE, MIX D, NSO	TON	30	\$115.00	\$3,450.00	\$116.00	\$3,480.00	\$124.00	\$3,720.00
35	*42400020	PCC SIDEWALK 5" REMOVAL AND REPLACEMENT, SPECIAL	SQ FT	250	\$17.50	\$4,375.00	\$14.00	\$3,500.00	\$11.00	\$2,750.00
36	*42400800	DETECTABLE WARNING FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	SQ FT	50	\$40.00	\$2,000.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
37	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75"	SQ YD	750	\$6.00	\$4,500.00	\$3.50	\$2,625.00	\$12.00	\$9,000.00
38	*44201676	CLASS D PATCHES, SPECIAL	SQ YD	75	\$60.00	\$4,500.00	\$46.00	\$3,450.00	\$85.00	\$6,375.00
39	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	80	\$40.00	\$3,200.00	\$77.00	\$6,160.00	\$40.00	\$3,200.00
40	67100100	MOBILIZATION	L SUM	1	\$10,000.00	\$10,000.00	\$4,440.00	\$4,440.00	\$4,400.00	\$4,400.00
41	72001010	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$15.00	\$750.00	\$7.25	\$362.50	\$10.00	\$500.00
42	72000200	THERMOPLASTIC PAVEMENT MARKING, LINE 4"	FOOT	700	\$2.00	\$1,400.00	\$1.50	\$1,050.00	\$2.30	\$1,610.00
43	*X4021000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	1	\$100.00	\$100.00	\$375.00	\$375.00	\$100.00	\$100.00
44	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$2500.00	\$2,500.00	\$16,552.40	\$16,552.40	\$16,630.00	\$16,630.00
45	*X0003435	PCC DRIVEWAY REMOVAL AND REPLACEMENT, SPECIAL	SQ YD	50	\$120.00	\$6,000.00	\$197.00	\$9,850.00	\$80.00	\$4,000.00
46	*20013738	CONSTRUCTION LAYOUT	L SUM	1	\$2500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00
47	*NA	CONCRETE WHEEL STOP REMOVAL	EACH	14	\$15.00	\$210.00	\$35.00	\$490.00	\$25.00	\$350.00
48	*NA	CONCRETE WHEEL STOP REINSTALL	EACH	9	\$15.00	\$135.00	\$50.00	\$450.00	\$27.00	\$181.00
49	*NA	CONCRETE WHEEL STOP	EACH	40	\$200.00	\$8,000.00	\$150.00	\$6,000.00	\$67.00	\$2,680.00
50	*NA	STRUCTURE TO BE ADJUSTED, SPECIAL	EACH	2	\$700.00	\$1,400.00	\$525.00	\$1,050.00	\$1,500.00	\$3,000.00
51	*NA	STRUCTURE TO BE RECONSTRUCTED	EACH	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$2,510.00	\$5,020.00
52	*NA	SCODING (SPECIAL) 6"	SQ YD	45	\$15.00	\$675.00	\$25.00	\$1,125.00	\$18.00	\$810.00
					Total=	\$70,525.00	Total=	\$74,000.00	Total=	\$92,381.00

Forest Park 2023 Village Hall and Community Center Parking Lot Improvements (#630840)  
 Owner: Village of Forest Park  
 Solicitor: Christopher B Burke Engineering Ltd  
 09/14/2023 1000 AM CDT  
**BID TABULATION**

Community Center Parking Lot A

Line Item	Item Code	Item Description	UoM	Quantity	ChicagoLand Paving		Abbey Paving and		MCGILL CONSTRUCTION	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	\$20.00	\$2,000.00	\$56.15	\$5,615.00	\$75.00	\$7,500.00
2	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	100	\$1.00	\$1,000.00	\$2.00	\$200.00	\$3.50	\$350.00
3	21101815	TOPSOIL, FURNISH AND PLACE, 4"	SQ YD	100	\$5.00	\$500.00	\$9.25	\$1,475.00	\$50.00	\$5,000.00
4	25100105	MULCH, METHOD 1	ACRE	0.04	\$20,000.00	\$800.00	\$5,500.00	\$220.00	\$8,800.00	\$352.00
5	28000510	INLET FILTERS	EACH	5	\$210.00	\$1,050.00	\$175.00	\$875.00	\$300.00	\$1,500.00
6	*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	100	\$22.50	\$2,250.00	\$58.50	\$5,850.00	\$42.50	\$4,250.00
7	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1350	\$0.01	\$13.50	\$0.10	\$135.00	\$0.01	\$13.50
8	40604060	HOT MIX ASPHALT SURFACE COURSE, MIX D, NS0	TON	240	\$125.00	\$30,000.00	\$125.00	\$30,000.00	\$96.00	\$23,040.00
9	*42400020	PCC SIDEWALK 5" REMOVAL AND REPLACEMENT, SPECIAL	SQ FT	150	\$26.00	\$3,900.00	\$25.00	\$3,750.00	\$165.00	\$24,750.00
10	*42400800	DETECTABLE WARNING FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	SQ FT	20	\$69.00	\$1,380.00	\$25.00	\$500.00	\$5.00	\$100.00
11	44000164	HOT MIX ASPHALT SURFACE REMOVAL, 1.75"	SQ YD	2000	\$5.50	\$11,000.00	\$6.45	\$12,900.00	\$9.50	\$19,000.00
12	*44201676	CLASS D PATCHES, SPECIAL	SQ YD	200	\$36.00	\$7,200.00	\$85.00	\$17,000.00	\$65.00	\$13,000.00
13	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	140	\$67.00	\$9,380.00	\$53.75	\$7,525.00	\$92.50	\$12,950.00
14	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	280	\$69.00	\$19,320.00	\$90.10	\$25,228.00	\$55.00	\$15,400.00
15	67100100	MOBILIZATION	L SUM	1	\$22,171.50	\$22,171.50	\$8,555.00	\$8,555.00	\$10,000.00	\$10,000.00
16	72001010	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$30.00	\$1,500.00	\$7.50	\$375.00	\$3.00	\$150.00
17	72000200	THERMOPLASTIC PAVEMENT MARKING, LINE 4"	FOOT	1500	\$2.00	\$3,000.00	\$2.55	\$3,825.00	\$1.35	\$5,325.00
18	*X4021000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	2	\$150.00	\$300.00	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00
19	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$750.00	\$750.00
20	*X0003435	PCC DRIVEWAY REMOVAL AND REPLACEMENT, SPECIAL	SQ YD	100	\$150.00	\$15,000.00	\$201.40	\$30,140.00	\$150.00	\$15,000.00
21	*Z0013738	CONSTRUCTION LAYOUT	L SUM	1	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$10,000.00	\$10,000.00
22	*NA	BRUSH CLEARING	L SUM	1	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00
23	*NA	CONCRETE WHEEL STOP REMOVAL	EACH	14	\$15.00	\$210.00	\$25.00	\$350.00	\$35.00	\$490.00
24	*NA	CONCRETE WHEEL STOP REINSTALL	EACH	9	\$50.00	\$450.00	\$66.60	\$599.40	\$105.00	\$945.00
25	*NA	CONCRETE WHEEL STOP	EACH	40	\$75.00	\$3,000.00	\$122.00	\$4,880.00	\$65.00	\$2,600.00
26	*NA	STRUCTURE TO BE ADJUSTED, SPECIAL	EACH	8	\$2,050.00	\$16,400.00	\$1,250.00	\$10,000.00	\$500.00	\$4,000.00
27	*NA	STRUCTURE TO BE RECONSTRUCTED	EACH	1	\$3,275.00	\$3,275.00	\$1,325.00	\$1,325.00	\$2,500.00	\$2,500.00
28	*NA	SCODING (SPECIAL) 6"	SQ YD	78	\$25.00	\$1,950.00	\$26.50	\$2,067.00	\$36.00	\$2,808.00
Total=					\$150,000.00		\$159,018.30		\$178,318.50	

Village Hall Parking Lot B

Line Item	Item Code	Item Description	UoM	Quantity	ChicagoLand Paving		Abbey Paving and		MCGILL CONSTRUCTION	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
29	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	40	\$20.00	\$800.00	\$153.90	\$6,156.00	\$75.00	\$3,000.00
30	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	40	\$1.00	\$40.00	\$2.00	\$80.00	\$3.50	\$140.00
31	28000510	INLET FILTERS	EACH	3	\$210.00	\$630.00	\$175.00	\$525.00	\$300.00	\$900.00
32	*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	40	\$22.50	\$900.00	\$58.50	\$2,340.00	\$42.50	\$1,700.00
33	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	510	\$0.01	\$5.10	\$0.10	\$51.00	\$0.01	\$5.10
34	40604060	HOT MIX ASPHALT SURFACE COURSE, MIX D, NS0	TON	30	\$115.00	\$3,450.00	\$113.45	\$3,403.50	\$101.00	\$3,030.00
35	*42400020	PCC SIDEWALK 5" REMOVAL AND REPLACEMENT, SPECIAL	SQ FT	250	\$26.00	\$6,500.00	\$15.30	\$3,825.00	\$16.50	\$4,125.00
36	*42400800	DETECTABLE WARNING FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	SQ FT	50	\$69.00	\$3,450.00	\$25.00	\$1,250.00	\$5.00	\$250.00
37	44000164	HOT MIX ASPHALT SURFACE REMOVAL, 1.75"	SQ YD	750	\$6.00	\$4,500.00	\$11.60	\$8,700.00	\$12.50	\$9,375.00
38	*44201676	CLASS D PATCHES, SPECIAL	SQ YD	75	\$36.00	\$2,700.00	\$85.00	\$6,375.00	\$65.00	\$4,875.00
39	*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	80	\$67.00	\$5,360.00	\$50.20	\$4,016.00	\$92.50	\$7,400.00
40	67100100	MOBILIZATION	L SUM	1	\$10,854.30	\$10,854.30	\$8,555.00	\$8,555.00	\$10,000.00	\$10,000.00
41	72001010	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$30.00	\$1,500.00	\$7.50	\$375.00	\$3.00	\$150.00
42	72000200	THERMOPLASTIC PAVEMENT MARKING, LINE 4"	FOOT	700	\$4.00	\$2,800.00	\$2.55	\$1,785.00	\$4.00	\$2,800.00
43	*X4021000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	1	\$150.00	\$150.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
44	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$750.00	\$750.00
45	*X0003435	PCC DRIVEWAY REMOVAL AND REPLACEMENT, SPECIAL	SQ YD	50	\$150.00	\$7,500.00	\$224.55	\$11,227.50	\$145.00	\$7,250.00
46	*Z0013738	CONSTRUCTION LAYOUT	L SUM	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$750.00	\$750.00
47	*NA	CONCRETE WHEEL STOP REMOVAL	EACH	14	\$15.00	\$210.00	\$25.00	\$350.00	\$35.00	\$490.00
48	*NA	CONCRETE WHEEL STOP REINSTALL	EACH	9	\$50.00	\$450.00	\$66.60	\$599.40	\$105.00	\$945.00
49	*NA	CONCRETE WHEEL STOP	EACH	40	\$75.00	\$3,000.00	\$122.00	\$4,880.00	\$65.00	\$2,600.00
50	*NA	STRUCTURE TO BE ADJUSTED, SPECIAL	EACH	2	\$2,050.00	\$4,100.00	\$1,250.00	\$2,500.00	\$500.00	\$1,000.00
51	*NA	STRUCTURE TO BE RECONSTRUCTED	EACH	2	\$3,275.00	\$6,550.00	\$1,325.00	\$2,650.00	\$2,500.00	\$5,000.00
52	*NA	SCODING (SPECIAL) 6"	SQ YD	45	\$25.00	\$1,125.00	\$26.50	\$1,192.50	\$36.00	\$1,620.00
Total=					\$75,000.00		\$89,054.30		\$94,745.10	

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

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF THE APPLICATION FOR GREEN INFRASTRUCTURE  
GRANT OPPORTUNITIES (FY 2024) WITH THE  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
(CONSTITUTION COURT PERMEABLE PAVERS PARKING LOT)**

WHEREAS, the Village of Forest Park (“Village”) is applying to the Illinois Environmental Protection Agency (“IEPA”) for Green Infrastructure Grant Opportunities (FY 2024) (“GIGO Grant”) for the grant amount of One Million Thirty-Nine Thousand Thirty-Five and 00/100 Dollars (\$1,039,035.00); and

WHEREAS, the Village wishes to make an application for the Constitution Court Permeable Pavers Parking Lot project (the “Project”), with an estimated total Project budget cost of One Million One Hundred Fifty-Seven Thousand, Four Hundred Thirty-Five and 00/100 Dollars (\$1,157,435.00), which Project is eligible for funding under the GIGO Grant; and

WHEREAS, the Village deems it advisable, necessary and in public interest that the Village apply for the GIGO Grant 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 foregoing recital clauses to this Resolution are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The Village’s application for a GIGO Grant with the IEPA, pursuant to the terms and conditions contained in said application, a copy of which is attached hereto and made a part hereof as Exhibit “A” (“Application”), is hereby approved, and the execution to submit the Application by the Mayor is hereby authorized.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to obtain the Application for the GIGO Grant and carry out the purpose and intent of this Resolution, the Application and the GIGO Grant.

Section 4. The Village will make available the Village's share of the Project costs, if the Village's application for a GIGO Grant is approved, equal to the local matching budget amount, as required under the GIGO Grant, of approximately Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).

Section 5. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of October, 2023.

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

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

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

ATTEST:

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

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

**EXHIBIT “A”**

**GREEN INFRASTRUCTURE GRANT OPPORTUNITIES (FY 2024)  
APPLICATION**



### Opportunity Details

#### Opportunity Information

CSFA Number 532-60-2388

CSFA Popular Name

Green Infrastructure Grant Opportunities

Title

Green Infrastructure Grant Opportunities (FY 2024)

#### Description

This Notice of Funding Opportunity (NOFO) is to advise potential applicants of the availability of grant funds through the Green Infrastructure Grant Opportunities (GIGO). The Illinois Environmental Protection Agency (Illinois EPA) is seeking proposals for projects to construct green infrastructure best management practices (BMPs) that prevent, eliminate, or reduce stormwater runoff, reducing localized or riverine flooding in Illinois' rivers, streams, and lakes. Projects that implement treatment trains (multiple BMPs in series) and/or multiple BMPs within the same watershed are encouraged as they may be more effective and efficient than a single large green infrastructure BMP. BMPs may be located on public or private land.

For the purposes of GIGO, Green Infrastructure means any stormwater management technique or practice employed with the primary goal to preserve, restore, mimic, or enhance natural hydrology. Green Infrastructure includes, but is not limited to, methods of using soil and vegetation to promote soil percolation, evapotranspiration, and filtering or the harvesting and reuse of precipitation.

According to the United States Environmental Protection Agency (USEPA), localized and riverine flooding will likely become more frequent. Localized flooding happens when rainfall overwhelms the capacity of the drainage systems, while riverine flooding happens when river flows exceed the capacity of a river channel. By reducing stormwater runoff, detaining water away from impacted areas, and reconnecting streams to their floodplains, GIGO can help reduce the number and duration of both localized and riverine flood events.

Eligible GIGO projects, through the construction of BMPs, will decrease stormwater runoff prior to release into rivers, streams, and lakes, and include:

1. reconnection of a stream with its floodplain (e.g., two-stage ditch, daylighting);
2. treatment and flow control of stormwater runoff at sites directly upstream or downstream of an impervious area that currently impacts rivers, streams, or lakes through stormwater runoff discharge; and/or
3. treatment and flow control of water generated from impervious surfaces associated with existing urban land use (such as roads and buildings).

Examples of Project Types/BMPs that may be funded through GIGO are provided below. The list is not all-inclusive, and inclusion of a BMP here does not equate to an automatic eligibility for funding under GIGO.

#### BIOINFILTRATION

o Vegetated practices designed to facilitate the infiltration of stormwater and remove pollutants through infiltration media and/or vegetation uptake (e.g., bioretention areas, swales, infiltration basins, and green roofs)

#### RETENTION/INFILTRATION

o Practices which allow stormwater to infiltrate into underlying soil; filter some pollutants (e.g., permeable pavement/pavers (roadway, alleys, and parking lots)); underground infiltration; and retention areas)

#### DETENTION POND CREATION/RETROFIT

- o Projects which create a new wet detention basin
- o Projects which retrofit an existing dry retention basin into a wet detention basin
- o Projects which modify an existing wet detention basin to increase its stormwater retention and treatment capacity (e.g., additional freeboard)

#### WETLAND CREATION/MODIFICATION

o Projects which create a wetland to intercept runoff, reduce peak flows, decrease runoff volume, and/or mitigate pollution to rivers, streams, and lakes

o Projects which modify an existing wetland (within limits of State and federal law) to improve its stormwater retention and treatment capacity

### FLOODPLAIN RECONNECTION

o Projects which reconnect a river, stream, or lake to its floodplain to increase water infiltration through access to larger water retention area and/or for a longer water retention period such as:

- A two-stage ditch includes a 'floodplain' within its channel design.
- Daylighting restores an originally open-air watercourse previously diverted below-ground to an above-ground channel to allow the watercourse to reconnect with its floodplain.
- A levee retrofit allows water access back to a specific area within its floodplain.

### WATERSHED-WIDE PROJECTS

o Smaller BMPs (e.g., rain gardens, green walls, trees, tree boxes, infiltration planters, dry wells, pocket wetlands, etc.) and the BMPs listed above that are constructed throughout the watershed. This type of project benefits communities that do not have large tracts of land to convert into green infrastructure.

NOTE - Applicant must describe the ranking process used for watershed-wide projects to confirm that the BMP sites proposed address the most critical areas with structural and non-structural practices that, if properly managed, will provide the greatest stormwater runoff control for the longest duration.

### RAINWATER HARVESTING

o Projects that capture, divert, and store rainwater for later use (e.g., rain barrels and cisterns)

### DOWNSPOUT DISCONNECTIONS

o Projects which redirect flow from a roof, currently connected to a sewer system, into a rain barrel or to another area, usually a lawn or rain garden, where it can soak into the ground

### BMP DESIGN AND CONSTRUCTION

o Projects including both BMP design and its construction (See Funding Source Description for funding restrictions for design costs.)

Illinois EPA will prioritize and select projects, according to the ranking criteria outlined in the Evaluation and Scoring Section, that are most cost-effective and yield the largest potential for stormwater runoff control. BMPs proven effective to reconnect a waterbody to its floodplain or BMPs proven effective at reducing impacts from stormwater runoff will receive priority. Project match requirements and selection criteria are provided later in this NOFO.

The anticipated start date for approved projects is January 31, 2024. Project length is two years (24 months), unless otherwise approved by Illinois EPA.

Awarding Agency Name Environmental Protection Agency

Agency Contact Name Christine Davis

Agency Contact Phone 217-782-3362

Agency Contact Email christine.davis@illinois.gov

### Category Explanation

Illinois EPA's Green Infrastructure Grant Opportunities Program provides grant funds for projects that implement green infrastructure practices to prevent, eliminate, or reduce stormwater runoff, resulting in reduced localized and riverine flooding for the protection of Illinois' rivers, streams, and lakes.

Opportunity Manager Christine Davis

Opportunity Posted Date 7/26/2023

Announcement Type

Initial Announcement

Funding Opportunity Number 24-2388-01

Public Link

<https://il.amplifund.com/Public/Opportunities/Details/8eb59a23-1ba2-4930-acf3-2622dbb7e364>

Is Published Yes

## Funding Information

Funding Sources State

Funding Source Description

GIGO utilizes funds distributed by the State of Illinois generated under the Build Illinois Bond Fund. Illinois EPA expects to award a total of \$10,000,000 and anticipates distributing this amount across four (4) to twenty (20) awards. GIGO has a set maximum total grant award of \$2,500,000 with a minimum grant award of \$75,000. No more than 25% of the program total, per funding cycle, shall be allocated to any one applicant or project.

GIGO is a reimbursement program. The grantee must perform the work, pay project costs, and submit an invoice with supporting documentation before Illinois EPA will reimburse the grantee for any approved eligible costs. Illinois EPA shall only make reimbursements to the grantee and shall reimburse the grantee no more frequently than monthly.

The Illinois EPA may elect to partially fund an application by funding discrete portions or phases of the project scope of work. This could be due to ineligible components identified in the application or inadequate funds available to complete the entire project.

Indirect Cost Rate

GIGO is limited to BMP implementation and limited design expenses. GIGO shall not compensate for indirect costs, overhead, equipment purchase, or administrative expenses associated with the execution of the project.

Project Match

Match requirements are based on whether a municipality is disadvantaged as defined in this NOFO.

GIGO may provide up to 75% of the approved project costs. The remaining 25% is the responsibility of the grantee and constitutes the match. Match may include money spent or in-kind services utilized to complete the approved project tasks. Match can be provided by the grantee, sub-contractor, or project partners (e.g., State programs, private foundations, landowners). A grantee may match greater than 25%.

Proposed projects within a disadvantaged area may be eligible for up to 85% of GIGO assistance, with the applicant responsible for 15% of the costs as match.

For this NOFO, a disadvantaged area has a Median Household Income (MHI) below \$54,422.25 (this is 75% of the 2017-2021 average State MHI. The American Community Survey calculated the 2017-2021 Illinois MHI as \$72,563).

If an applicant wants to use a grant from another funding agency as match, the applicant should check with the funding agency issuing the grant to ensure that it may be used as match for a GIGO grant. The following applies when using other grants to match a GIGO grant:

- The matching grant scope of work must directly satisfy a portion of the GIGO scope of work;
- The date that the grantee incurs costs for the matching grant must fall within the effective and expiration dates of the GIGO grant agreement; and
- The costs incurred under the matching grant must be eligible according to the GIGO criteria. Funding Restrictions

Applicants may apply for more than one project; however, successful applicants shall only receive funding for more than one GIGO application if funds are available after all other successful applicants have been awarded funding. Partial

funding may be offered if sufficient funds are not available to fund an entire application.

Design costs, up to \$50,000 or 15% of the GIGO eligible total BMP project costs, whichever is less, are eligible for grant funds and/or as match only if the design costs are 1) identified in the application budget, 2) incorporated into the grant agreement budget, and 3) incurred within the term of the grant agreement.

Examples of ineligible activities, tasks, and components that shall not be funded through GIGO are provided below. The list is not all-inclusive:

- Land acquisition,
- Construction of BMPs affiliated with new construction and/or new development,
- Removal or demolition of existing structures that are not interfering with proposed project,
- BMP design without BMP construction,
- Stormwater conveyance (exception: short distance to direct stormwater to a GIGOBMP),
- Activities, BMPs, or BMP components that do not control, prevent, or address stormwater runoff to a river, stream, or lake,
- Routine operation and maintenance or repair of existing BMPs (e.g., invasive species removal, culvert replacement, street sweeping, catch-basin cleaning),
- Administrative and non-construction labor, equipment and supplies (non-construction), indirect costs, contingency, travel, outreach and education, monitoring,
- Bonus or acceleration payments to contractors to meet contractual completion dates for construction; fees for failure to pay invoices on time, check overdrafts, etc.,
- Permit or certification (e.g., 401) fees,
- Mitigation costs, and/or
- Projects mainly used for habitat improvement, shoreline/streambank stabilization, channel stabilization, agricultural soil erosion control, sediment removal (dredging) support facilities (roads, sewer systems), historic preservation, water supply protection, recreation, or wastewater treatment. However, if the project serves both eligible and ineligible components, GIGO funds may be provided for the eligible portion of the project, on a proportional basis.

Costs incurred prior to the grant agreement's effective term date or after its term ends are ineligible for reimbursement. Costs incurred prior to the grant agreements' effective date or after its term ends are ineligible as match unless otherwise approved as match by Illinois EPA.

Grantees shall not use any subcontractors, outside associates, or consultants in connection with any services covered by a grant agreement unless specifically authorized by the Illinois EPA. Grantees shall use procurement procedures that reflect applicable local and State of Illinois laws and regulations relating to any sub agreements for the performance of grant projects funded under GIGO.

### Funding Restrictions

See the Funding Source Description for more information

## Award Information

### Award Range

\$75,000.00 - \$2,500,000.00

### Award Type Competitive

### Indirect Costs Allowed No

### Matching Requirement Yes

### Other Funding Requirement

## Submission Information

### Submission Window

07/26/2023 12:00 PM - 10/18/2023 12:00 PM

Submission Timeline Type One Time

### Submission Timeline Additional Information

The Illinois EPA shall not extend the application deadline date. Incomplete applications shall not be considered for funding and preclude the Illinois EPA from making an award to the applicant.

Applicants shall be notified if their application was not considered for funding due to an incomplete application.

Allow Multiple Applications Yes

### Other Submission Requirements

The applicant must describe how the project will be implemented and must propose specific, quantifiable units of BMPs to be installed (e.g., 1,000 feet of stream daylighting) to accomplish stormwater runoff control to an Illinois river, stream, or lake. Interim milestones for implementing the BMPs (e.g., design, permitting, reporting) must also be identified along with an associated schedule for the completion of those milestones.

The applicant must describe the expected outcomes of the project in terms of stormwater runoff and pollution control for river, stream, and lake protection. Outcomes such as increased gallons of stormwater retained on-site or pollutant load reductions (e.g., 300 tons of sediment, 300 lbs. of phosphorus, or 600 lbs. of nitrogen) from the project area are appropriate.

A complete GIGO application must include the following:

- a) Completed online Uniform Application for State Grant Assistance
- b) Completed online project application with location maps
- c) Completed online Budget Section
- d) GIGO Project Details Spreadsheet (downloadable in online application) including stormwater volume and pollutant load reduction calculations
- e) Support Documentation (as applicable)
  - Designs/drawings
  - Photos
- f) Illinois Works Jobs Program Act Forms (as appropriate) (linked to in online application)
  - Illinois Works Jobs Program Act - Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds form or Request for Waiver or Reduction of Public Works Project Apprenticeship Goals form
- g) Grantee Conflict of Interest Disclosure Form (downloadable in online application)

## Technical Assistance Session

Technical Assistance Session Yes

Session Date and Time 08/15/2023 1:30 PM

Conference Info / Registration Link

<https://epa.illinois.gov/topics/grants-loans/water-financial-assistance/gigo.html>

## Eligibility Information

Eligibility Type Public

Eligible Applicants

- Individuals
- Small Businesses Others
- Government Organizations Education Organizations
-



- Public Housing Organizations Nonprofit Organizations
- For-Profit Organizations

### Additional Eligibility Information

Applicant Eligibility: GIGO funds are available to any Grant Accountability and Transparency Act (GATA) Pre-Qualified entity that has legal status to accept funds from the State of Illinois. These may include local watershed groups, land conservancies or trusts, public and private profit and nonprofit organizations and institutions, units of government (county, municipal, township, or state), universities and colleges, park districts and other local land managing agencies, soil and water conservation districts, and conservation organizations

Beneficiary Eligibility: N/A Credentials Documentation: N/A

### Additional Information

#### Additional Information URL

<https://epa.illinois.gov/topics/grants-loans/water-financial-assistance/gigo.html>

#### Additional Information URL Description

Additional information about GIGO can be found on Illinois EPA's GIGO webpage.

It may be difficult to complete projects that include BMP design, engineering and permitting, and BMP implementation during a single grant period. Applications for renewal or supplementation of existing projects are eligible to compete with applications for new grant awards. Contact the Watershed Management Section (217) 782-3362 to discuss application options for long-term projects.

### Award Administration Information

#### State Award Notices

The Illinois EPA shall issue a Notice of State Award (NOSA) to the successful grant applicants. The NOSA shall specify the funding terms and specific conditions resulting from the Fiscal and Administrative and Programmatic Risk Assessments. The NOSA must be accepted by an authorized representative of the grant applicant before a grant agreement can be sent to the applicant. A NOSA is not an authorization to begin project activities or incur costs.

#### Administrative and National Policy Requirements

The terms and conditions of the award shall be specified in the NOSA and the grant agreement.

No grantee shall receive a grant or any other State or federal assistance that would provide 100% or more of the eligible project costs.

If the grantee of a GIGO award is at any time offered any State, federal, or local grant or any other funding source, to assist in the payment of expenses for which the GIGO payment has been issued, the recipient shall reimburse the State of Illinois for any GIGO grant funds used to pay expenses or offered to be paid under another grant or funding source.

Each grantee must agree to comply with all applicable State requirements. This includes Uniform Administrative Requirements, 2 C.F.R. § 200 and GATA. These can have a significant impact on the costs and complexity of a project. GIGO grantees will be expected to submit signed assurances that they will comply with all State mandates, including:

a) The Interagency Wetland Policy Act of 1989; 20 ILCS 830/: In accordance with the Interagency Wetland Policy Act of 1989, a grantee whose proposed project site is located on or within 250 feet of a wetland site listed on the National Wetlands Inventory will be required to comply with the requirements of this Act. This includes developing a plan to minimize adverse impacts on wetlands or providing written evidence that the proposed project will not have an adverse impact on a wetland. Project must also comply with Federal Wetlands Protection regulations at 24 C.F.R. § 58.5(b)(2), which may require preparation of an Eight-Step Wetlands Review.

b) Illinois Endangered Species Protection Act; 520 ILCS 10/ and the Illinois Natural Area Preservation Act; 525 ILCS 30: Compliance requires consultation with the Endangered Species Consultation Program of the Illinois Department of Natural Resources to assure compliance. The consultation process must be implemented to avoid or minimize adverse impacts to State-listed species and their essential habitats that may result from the actions of State and local units of government. Grantees must certify the completion of the consultation process.

c) Illinois Prevailing Wage Act; 820 ILCS 130/: The Illinois Prevailing Wage Act requires the payment of prevailing wages for all construction funded in whole or in part with State funds, including funds passed through to private firms. Grantees shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the

project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision guaranteeing the faithful performance of such prevailing wage clause as provided by contract. Grantees will be required to report on Prevailing Wage Act compliance. If your project involves construction and/or equipment installation, go to <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> for more information.

d) Illinois Works Jobs Program Act; 30 ILCS 559/: Grantees must comply with requirements in the Illinois Works Jobs Program Act. For projects with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative; 30 ILCS 559/20-20 to 559/20-25 and all applicable administrative rules. The “estimated total project cost” is a good faith approximation, at the time an applicant submits a grant application, of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

e) Business Enterprise Program for Minorities, Females, and Person with Disabilities Act; 30 ILCS 575/: For grant awards of \$250,000 or more, the grantee will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act, which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female, or who have disabilities. The grantee must document a plan for compliance prior to the establishment of the grant agreement and ensure compliance through the life of the grant.

f) The National Emission Standards for Hazardous Air Pollutants for Source Categories; 40 C.F.R. § 63: These standards assure that, when existing buildings are demolished and/or renovated, people outside of those buildings (i.e., passers-by or neighborhood residents) are protected from airborne asbestos. If asbestos materials are involved in the rehabilitation work, the grantee must contact the Field Operations Section, Bureau of Air of the Illinois EPA to ensure compliance with Asbestos NESHAP.

In the grant agreement, the grantee shall be required to:

- Certify that it does and shall comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act; 35 ILCS 5/, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- Certify that it does and shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006; PL 109–282, September 26, 2006, 120 Stat 1186 with respect to federal Awards greater than or equal to \$30,000.
- Certify that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).
- Certify that it and its sub-grantees shall: (i) be registered with the federal SAM if seeking an Award that is partially or fully paid by federal funds and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid UEI (Unique Entity Identifier) number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee's must notify the Grantor in accordance with ARTICLE XVIII.
- Submit a “GIGO BMP Documentation Form Part I” with designs, maps, and pollutant load calculations for all BMPs, including BMPs installed with matching funds. The designs must be certified by a registered or licensed professional engineer of Illinois. The designs must be approved by the Illinois EPA, Bureau of Water, WMS prior to the start of BMP construction or implementation.
- Secure applicable State and federal permits for all BMPs, including BMPs installed with matching funds, prior to the start of their implementation.
- Develop and submit a 10-year O&M Plan for each of the BMPs installed. This includes BMPs installed with matching funds. O&M Plans must be approved by the Illinois EPA's WMS before BMP implementation and are for a minimum of ten years starting from the completion of the BMP.
- Submit a “GIGO BMP Documentation Form Part II” with cost documentation and pre- and post BMP photos and/or video of the project site.
- Submit personnel activity reports accounting on an after-the-fact basis for 100% of the employee's actual time, separately indicating the time spent on the GIGO grant, other grants or projects, vacation or sick leave, and administrative time, if applicable.

### Reporting

Specific reporting requirements will be communicated/outlined within the grant agreement. Quarterly reports shall include a Periodic Financial Report, a Periodic Performance Report, and a Quarterly Narrative.

All projects require a final project report. The grantee shall submit to the Illinois EPA, by the date specified in the grant

agreement, a report explaining the execution of the project and evaluating the project's success. The report shall document the project tasks and summarize the findings, costs, and benefits of the project.

### State Awarding Agency Contacts

If you have any programmatic questions regarding the GIGO, this NOFO, or the Application, contact the Illinois EPA's WMS staff at:

Illinois Environmental Protection Agency Bureau of Water  
WMS #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276 Email: [epa.bowgrants@illinois.gov](mailto:epa.bowgrants@illinois.gov) Phone: (217) 782-3362

If you have fiscal and administrative questions regarding the Uniform Grant Application, the GIGO Uniform Grant Budget Template, Internal Controls Questionnaire (ICQ), or pre-qualifying through the GATA Grantee Portal, contact the Illinois EPA's Fiscal staff at:

Illinois Environmental Protection Agency Fiscal  
P.O. Box 19276  
Springfield, Illinois 62794-9276 Email: [epa.gata@illinois.gov](mailto:epa.gata@illinois.gov) Phone: (217) 785-1724

### Other Information

Click at <https://epa.illinois.gov/topics/water-quality/surface-water/green-infrastructure.html> for additional information about green infrastructure and GIGO.

Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the grantee receiving financial assistance under the grant agreement whether the product is developed by the grantee or a sub-grantee.

Illinois EPA is not obligated to make any grant award as a result of this NOFO.

**Project Information**

**Application Information**

Application Name Award Requested

Cash Match Requirement  
\$345,000.00

Cash Match Contributions  
\$345,000.00

In-Kind Match Requirement  
\$0.00

In-Kind Match Contributions  
\$0.00

Other Funding Requirement  
\$0.00

Other Funding Contributions  
\$0.00

Total Award Budget  
\$0.00

**Primary Contact Information**

Name

Email Address Address Phone Number

## Project Description

### 1. Uniform Grant Application:

#### **Applicant Completed Section**

Legal Name (Used for Unique Entity Registration (UEI) & grantee pre-qualification): Village of Forest Park

Common Name (DBA): Village of Forest Park

Employer/Taxpayer Identification Number (EIN,TIN): 36-6005875

Organizational UEI Number: JGWJBEJKDTF6

Organizational DUNS Number: 076891365

GATA ID (assigned through the grantee portal):

SAM Cage Code: 4KZD4

#### **Applicant's Organizational Unit**

Department Name Public Works

Division Name Public Works

#### **Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application**

First Name William

Last Name Suffix Loftus

Title Project Engineer

Organizational Affiliation Christopher B. Burke Engineering, Ltd.

Telephone Number (847) 823-0500

Fax Number (847) 823-0500

Email Address wbloftus@cbbel.com

#### **Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application**

First Name Last Name Suffix Rachell Entler

Title Interim Village Administrator

Organizational Affiliation Village of Forest Park



Telephone Number Fax Number (708) 615-6201

Email Address Rentler@forestpark.net

### Areas Affected

Are areas affected by the project?

☒ Yes

☐ No

Please list the areas affected by the Project (cities, counties, state-wide)

Village of Forest Park

Add Attachments (e.g., maps)

Legislative and Congressional Districts of Applicant

7<sup>th</sup> Congressional District of Illinois

IL Senate District #39

IL House District #10

Legislative and Congressional Districts of Program/Project Attach an additional list, if necessary

7<sup>th</sup> Congressional District of Illinois

IL Senate District #39

IL House District #10

### Applicant's Project

Description Title of Applicant's Project Constitution Court Permeable Parking Lot

Proposed Project Term Start Date 5/1/2024

Proposed Project Term End Date 10/31/2025

### Applicant Certification

**By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)**

**(\*)The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.**

Applicant Certification I Agree

☐

**When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

## 2. Applicant Eligibility

### Eligibility Information

The Illinois Environmental Protection Agency (Illinois EPA) is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

Additional information is available in: "Urban BMPs - Supplemental Guidance for Funding"

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/water-quality/watershed-management/nonpoint-sources/documents/urban-bmps-supplemental-guidance.pdf>

***If you have any questions regarding this application, please contact Jeff Edstrom at [jeffrey.edstrom@illinois.gov](mailto:jeffrey.edstrom@illinois.gov) or 217.782.3362.***

Is any part of the proposed project being implemented as part of a mitigation effort as required by Illinois state law or federal law?

☐ Yes ☒ No

Please provide additional information:

Is any part of the proposed project identified as an action to meet NPDES permit requirements, including MS4 permits?

☐ Yes ☒ No

Please provide additional information:

For more information on NPDES permit requirements, view this web link: <https://epa.illinois.gov/topics/forms/water-permits/storm-water.html>

Has the applicant ever received grant or loan assistance from the Illinois EPA?

If yes, identify project(s) below.

- Low Interest Loan for Watermain Improvements in 1999
- Funding Provided for Lead Service Replacements in 2023

### Match Funding

**Match requirements are based on whether a municipality is disadvantaged. GIGO may provide up to 75% of the approved project costs, except for those applicants that propose projects within a defined disadvantaged area which may be eligible for up to 85% GIGO assistance. A disadvantaged area has a Median Household Income (MHI) below 75% of the 2017-2021 average State MHI. The American Community Survey calculated the 2017-2021 Illinois MHI as \$72,563. Communities with an MHI that is below \$54,422.25 require only 15% match funding.**

Enter your municipality's 2017-2021 Median Household income.

\$72,827.00

### 3. Project Description

#### Project Overview

Water quality improvement will occur through stormwater control for: Localized Flooding

Identify the type of project proposed.

Multiple Sites or Watershed-Wide/ Single or Multiple BMP and/or Treatment

Describe Other

Estimate (in acres) the project area that will be positively impacted by this project: See below for tool to help calculate area)

5 Acres.

The USGS Streamstat interactive map is a great tool to calculate watershed size.

<https://www.usgs.gov/mission-areas/water-resources/science/streamstats-streamflow-statistics-and-spatial-analysis-tools>

Project Length (in months)

Proposed Project: In 3-4 sentences, describe the proposed project, Identify all major green infrastructure components, including techniques to be implemented. Include information if the project retrofits an existing practice.

The Village of Forest Park, located in western Cook County within the Lower Des Plaines River Watershed, is proposing to replace the existing surface parking lot at Constitution Court (15,000 SF) that serves local businesses, with permeable paver parking lots with new underdrains, catch basins, and storm sewer connections. This urban stormwater infrastructure retrofit project will allow for stormwater infiltration and provide additional underground stormwater storage, to manage stormwater entering the Village's combined system, which experiences combined sewer overflows (CSOs) during heavy rainfalls. Because permeable pavement allows 97% of rainwater to infiltrate into the ground, and it works to filter contaminants present in stormwater and reduce pollutant concentrations entering waterways or storm sewers, the proposed project is intended to significantly decrease the volume of stormwater entering the Village's combined sewers and the risk of CSOs, which currently impact the Des Plaines River adversely.

Existing Conditions: In 3-4 sentences, describe the existing site conditions, not limited to land use, percent of impervious cover, type of sewer service in the area, and proximity to river, stream, or lake impaired by stormwater runoff.

The Constitution Court parking lot is composed of Hot Mix Asphalt (HMA) pavement in a deteriorated condition. The Constitution Court parking lot, located in the downtown business district, has adjacent land uses that are almost 100% commercial; the impervious surface is almost 100%, with some vegetated planters and street trees associated with the lot. The Constitution Court parking lot drains into a dedicated storm sewer system, however the storm sewer system is undersized and reduction of volume into the storm sewer will benefit the entire system. Forest Park has active CSO problems and currently implements a long-term control plan to minimize environmental and health hazards that CSOs pose. However, heavy rainfalls often cause excessive stormwater flows, which overload the combined sewer system and result in CSOs discharging into the adjacent Des Plaines River, which is an impaired water body as identified in the 2010 Illinois Integrated Water Quality Report and Section 303 (d) List, specifically for aquatic life, fish consumption, and primary contact recreation.

Flooding: In 3-4 sentences, describe the localized or riverine flooding that is occurring. If possible, estimate the size of the flooded area. Provide documentation (pictures, maps) as an attachment.

Forest Park experiences localized flooding during heavy rainfall events, about which numerous residents and business owners have expressed concern, and it has been a substantial, and costly, problem in the region. During significant rain events, numerous streets are flooded to the level where they are un-passable and basements experience sewer backups. In 2015 the Village completed an existing conditions assessment of stormwater and sewage infrastructure, which explored green pavements and sewer separation as strategies to manage stormwater runoff from new development and redevelopment sites so that the capacity of the sewer system can effectively handle the volume.

Operation and Maintenance (O&M): Identify the parties responsible and the source of funds to be used to implement the O&M. In 3-4 sentences, describe the operation and maintenance activities that will be implemented for the proposed BMPs for a length of time no less than 10 years.

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The Forest Park Public Works Department will perform routine maintenance for the parking lot, including sweeping, snow removal, and patching. This will be funded through the General Fund, and will be incorporated into the routine maintenance work that the public works department already performs. The Village will perform O&M activities for the duration of the pavement life which will be at least 10 years.

Relationship to other green infrastructure activities (e.g., is this part of a larger project or supported by local zoning)

In the Village's current comprehensive plan, adopted in 2014, one of the two goals for community facilities is to "provide effective stormwater and sewer systems that handle current and future capacity needs." That goal's three objectives are: prioritize and construct improvements needed for the stormwater and sewer system to prevent area flooding; promote the use of green infrastructure to manage stormwater and create healthy environments; and for new development to follow current MWRD regulations. The comprehensive plan discusses creating a separate green infrastructure plan, which will identify sites for BMPs for on-site stormwater retention. Within that recommendation, the Village notes that "municipal parking lots may be replaced with porous/permeable pavements." The Village of Forest Park is currently applying for funding from MWRD to retrofit existing asphalt parking lot into permeable pavement. The proposed location for the MWRD grant is in downtown Forest Park.

***Remember to periodically save your work while filling out the application.***

- **When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**
- **Not finished with this page yet? Click Save or Save & Continue to edit and complete at a later time.**

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## 4. Project Overview

### Project Details

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**If you have any questions regarding this application, please contact Jeff Edstrom at [jeffrey.edstrom@illinois.gov](mailto:jeffrey.edstrom@illinois.gov) or 217.782.3362.**

Is the project located in, or provides stormwater management or water quality benefit for, Environmental Justice Communities?

Information on Environmental Justice and Illinois EPA is found at the following link:

<https://www2.illinois.gov/epa/topics/environmental-justice/Pages/default.aspx>

Maps identifying potential Environmental Justice areas is found at the following link:

<https://illinois-epa.maps.arcgis.com/apps/webappviewer/index.html?id=f154845da68a4a3f837cd3b880b0233c>

Describe the location of the Environmental Justice Community where the project will take place or how the project provides stormwater management or water quality benefit to Environmental Justice communities.

Minority Population (east side), Minority Population and Low Income (west side), per 2019 EJ Tracker

**Remember to periodically save your work while filling out the application.**

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The design/engineering approval of the BMPs will be completed by the following:

Description of "Other" design/engineering approval

Have specific BMPs, including type, units, and specific location (known latitude-longitude center point) been identified?

Have all landowners of the site(s) been identified?

Have all landowners agreed to allow construction on their property?

Please describe the status of landowner engagement and willingness to participate in the project.

Do you have documentation of approval from all landowners where the proposed project is located X Yes

☐ No

☒ Applicant owns property

Please upload copies of written approval from landowners. Optional additional narrative describing the project

Upload a copy of a map showing proposed project location

---

**Remember to periodically save your work while filling out the application.**

- **When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**
- Not finished with this page yet? Click **Save** or **Save & Continue** to edit and complete at a later time.

### Project Background and History

**When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

Relationship to other green infrastructure activities implemented by the applicant or partner(e.g., is this part of a larger project or supported by local zoning) (1800 character maximum.)

In the Village's current comprehensive plan, adopted in 2014, one of the two goals for community facilities is to "provide effective stormwater and sewer systems that handle current and future capacity needs." That goal's three objectives are: prioritize and construct improvements needed for the stormwater and sewer system to prevent area flooding; promote the use of green infrastructure to manage stormwater and create healthy environments; and for new development to follow current MWRD regulations. The comprehensive plan discusses creating a separate green infrastructure plan, which will identify sites for BMPs for on-site stormwater retention. Within that recommendation, the Village notes that "municipal parking lots may be replaced with porous/permeable pavements." The Village of Forest Park is currently applying for funding from MWRD to retrofit existing asphalt parking lot into permeable pavement. The proposed location for the MWRD grant is in downtown Forest Park.

Has the applicant ever received grant or loan assistance from the Illinois EPA?

☒ Yes ☐ No

Other past project names and agreement/loan numbers (if applicable)

- Low Interest Loan for Watermain Improvements in 1999
- Funding Provided for Lead Service Replacements in 2023



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## 5. Additional Project Details

### Project Details

**Remember to periodically save your work while filling out the application.**

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***If you have any questions regarding this application, please contact Jeff Edstrom at [jeffrey.edstrom@illinois.gov](mailto:jeffrey.edstrom@illinois.gov) or 217.782.3362.***

**The application requires completion of relevant worksheets in the following spreadsheet. There are instructions are found below and within the spreadsheet file to guide you regarding which worksheets should be completed.**

**When you complete the worksheet, save it as an Excel file with an appropriate identifying name and upload it below. It should be completed while filling out the online application.**

**Download the Excel spreadsheet file here**

**GIGO Implementation Additional Details (version 11).xlsx**

Upload the completed Excel spreadsheet with information required for your project. Did you upload the Additional Project

Details spreadsheet?

- ☒ Yes  
☐ No

Do you have additional support documents to upload as part of the application package?

- ☒ Yes ☐ No

**All application must include a map of the project location. Please ensure that a map is somewhere in the application package.**

Please upload additional support documentation here

**Grantees must comply with requirements in the Illinois Works Jobs Program Act. For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative; 30 ILCS 559/20-20 to 559/20-25 and all applicable administrative rules. The "estimated total project cost" is a good faith approximation, at the time an applicant submits a grant application, of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.**

Do the total project costs (including match) equal or exceed \$500,000?

☒ Yes ☐ No

If total project costs (including match) equal or exceed \$500,000, you should include either the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement Form or the Request for Waiver or Reduction of Public Works Project Form found at this link:

<https://dceo.illinois.gov/illinoisworks/apprenticeship.html>

Please determine which of the two Illinois Works Apprenticeship forms to fill out (the Budget Supplement or the Waiver Form), complete it and upload it here:

Did you complete and upload the appropriate Illinois Works Apprenticeship Form?

☒ Yes ☐ No

**Grantees must immediately disclose in writing to the Program Administrator any actual or potential conflict of interest as soon as it becomes known, in accordance with 30 ILCS 708/35, 30 ILCS 708/60(a)(5), 44 Ill. Admin. Code 7000.330(f) and the grant agreement. This disclosure must be submitted for the Grantee and all sub-recipients or pass-through entities, whenever an actual or potential conflict may exist.**

**Continuing Obligation. The Grantee has a continuing obligation to disclose financial or other interests (public, private, direct or indirect) that may be a potential conflict of interest, or which could prohibit Grantee from entering or continuing the programs for which the grant is intended.**

**Grantee Form Submission: This form must be completed, signed, and returned for any State or federal grant funds awarded to the Grantee by the Agency. For conflicts that exist at the time of grant application submission, submit this form with your grant application materials. If no actual or potential conflicts exists, the grantee should indicate "no conflicts." For conflicts that arise after application submission, submit this form to your designated grant program point of contact within 7 calendar days after the conflict has been identified.**

Download and complete the IL-444-5205 Grantee Conflict of Interest Disclosure Form [IL444-5205.pdf](#)

Upload the completed IL444-5205 Grantee Conflict of Interest Disclosure Form

Did you upload the Grantee Conflict of Interest Disclosure Form?

☒ Yes ☐ No

### Additional Organizational Information

What is your ORGANIZATION'S total budget for the current fiscal year (i.e., a municipality's total budget for all departments for a year)?

\$19,949,027.00

Describe any recent significant organizational staffing changes. If none, enter "NA"

There was a recent change in Village Administrator.

## 6. Budget Background and Instructions

**Remember to periodically save your work while filling out the application.**

- **When you're finished reviewing the information on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**

### Organizational Information

What is your ORGANIZATION'S total budget for the current fiscal year?

\$19,949,027.00

Describe any recent significant organizational staffing changes (NA if not applicable)

There was a recent change in Village Administrator.

▣ The proposed budget must detail all expenses the organization seeks to cover with the anticipated grant and match funding.

**Projects costs are limited to those incurred only during the grant agreement period**

Closely follow the instructions and pay special attention to cost eligibility and expenses that may not be covered by the grant or match.

**Budgeted items must be cost-effective in relation to the proposed activities.**

Include budget narrative that describes all costs within the pop up forms for each line item. Eligible budget categories for GIGO funding include:

- Personnel (for design and construction activities only) Fringe benefits (for design and construction activities only) Equipment
- Supplies (for construction activities only) Contractual Services
- Consultant (professional services) Construction
- Other or Miscellaneous Costs

Please note that in filling out the budget, the base for fringe match costs must equal the requested personnel costs.

### Tips for filling out the budget form

The budget form includes line items that allow you to document how the budgeted amounts were calculated.

Click on the "+" to add individual line items for each selected budget category. Follow the instructions within the pop up forms.

This form requires the applicant to identify costs as either grant or match line items.

- For grant funded items, select "No" for the "Non-grant funded" field.
- For match funded items, select "Yes" for the "Non-grant funded" field. When you select "Yes", "Cash Match" and "In-Kind Match" input boxes will become visible.

## Budget

### Proposed Budget Summary

#### Expense Budget

	GrantFunded	Non-GrantFunded	TotalBudgeted
<b>1. Personnel (Salaries and Wages)</b> (2 CFR 200.430)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>2. Fringe Benefits</b> (2 CFR 200.431)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>3. Travel</b> (2 CFR 200.474)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>4. Equipment</b> (2 CFR 200.439)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>5. Supplies</b> (2 CFR 200.94)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>6. Contractual Services &amp; Subawards</b> (2 CFR 200.318 & 200.92)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>7. Consultant Services and Expenses</b> (2 CFR 200.459)			
Subtotal	\$0.00	\$230,000.00	\$0.00
<b>8. Construction</b>			
Subtotal	\$1,035,000	\$115,000.00	\$0.00
<b>9. Occupancy (Rent and Utilities)</b> (2 CFR 200.465)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>10. Research and Development (R&amp;D)</b> (2 CFR 200.87)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>11. Telecommunications</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>12. Training and Education</b> (2 CFR 200.472)			
Subtotal	\$0.00	\$0.00	\$0.00
<b>13. Direct Administrative Costs</b> (2 CFR 200.413 (c))			
Subtotal	\$0.00	\$0.00	\$0.00
<b>14. Other or Miscellaneous Costs</b>			
Subtotal	\$0.00	\$0.00	\$0.00

	Grant Funded	Non-Grant Funded	Total Budgeted
Indirect Cost (2 CFR 200.414)			
Subtotal	\$0.00	\$0.00	\$0.00
Total Proposed Cost	\$0.00	\$0.00	\$0.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$1,035,000.00		\$0.00
Subtotal	\$1,035,000.00		\$0.00
Non-Grant Funding			
Cash Match		\$345,000.00	\$0.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00
Total Proposed Revenue	\$0.00	\$0.00	\$0.00

Proposed Budget Detail

Proposed Budget Narrative

1. Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Personnel cannot exceed 100% of their time on all active projects.

2. Fringe Benefits(2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project.

3. Travel(2CFR200.474)

For training projects, show the number of trainees and unit cost involved. Travel and meals for trainees should be listed separately. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the Consultant category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the Miscellaneous category.

4. Equipment (2 CFR200.439)

Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the Contractual Services category.

### 5. Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

### 6. Contractual Services & Subawards (2 CFR 200.318 & 200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

#### **Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

### 7. Consultant Services and Expenses (2 CFR 200.459)

#### **Consultant Services (Fees):**

For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Christopher B. Burke Engineering, Ltd.

Design Engineering: \$115,000.00

Construction Engineering: \$115,000.00

#### **Consultant Expenses:**

List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

### 8. Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by



documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

### **9. Occupancy (Rent and Utilities)** (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. NOTE: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

### 10. Research and Development (R&D) (2 CFR 200.87)

All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Consult with the program office before budgeting funds in this category.

### 11. Telecommunications

List items and descriptions by major type and the basis of the computation. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

### 12. Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

### 13. Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

### 14. Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

### Indirect Cost (2 CFR 200.414)

The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

Engineer's Opinion of Probable Cost & Summary of Quantities

Forest Park MWRD GI Application

Constitution Court

Revised Date: 9/22/23

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	20200100	EARTH EXCAVATION	CY	1040	\$ 75.00	\$ 78,000.00
	20800150	TRENCH BACKFILL	CY	60	\$ 40.00	\$ 2,400.00
	28000510	INLET FILTERS	EACH	6	\$ 160.00	\$ 960.00
*	42001650	PAVEMENT FABRIC (SPECIAL)	SY	3340	\$ 5.00	\$ 16,700.00
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SF	4022	\$ 15.00	\$ 60,330.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	950	\$ 8.00	\$ 7,600.00
	44000600	SIDEWALK REMOVAL	SF	4022	\$ 7.50	\$ 30,165.00
*	44004400	PAVEMENT REMOVAL (SPECIAL)	SY	1670	\$ 12.00	\$ 20,040.00
	60107600	PIPE UNDERDRAINS 4"	FOOT	320	\$ 75.00	\$ 24,000.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	\$ 4,500.00	\$ 27,000.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	950	\$ 45.00	\$ 42,750.00
*	61140000	STORM SEWERS (SPECIAL), 8"	FOOT	355	\$ 180.00	\$ 63,900.00
*	70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ 42,565.00	\$ 42,565.00
	78000100	LETTERS & SYMBOLS	SF	50	\$ 10.00	\$ 500.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1000	\$ 3.00	\$ 3,000.00
*	X1700021	BRICK PAVER REMOVAL AND REINSTALLATION, SPECIAL	SQ FT	1833	\$ 30.00	\$ 54,990.00
*	XX006901	TREE GRATE ASSEMBLY, COMPLETE	EACH	9	\$ 4,500.00	\$ 40,500.00
*	Z0000990	AGGREGATE FOR TEMPORARY ACCESS	TON	5	\$ 100.00	\$ 500.00
*	Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,000.00	\$ 5,000.00
*	NA	LIGHT SHROUD	EACH	10	\$ 1,500.00	\$ 15,000.00
*	NA	FOUNTAIN REHABILITAION	L. SUM	1	\$ 200,000.00	\$ 200,000.00
*	NA	REMOVE AND REPLACE PARKING SIGNS	EACH	38	\$ 150.00	\$ 5,700.00
*	NA	PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE)	SQ FT	15000	\$ 25.00	\$ 375,000.00
*	NA	AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 18"	SQ YD	1670	\$ 20.00	\$ 33,400.00

Construction Cost \$ 1,150,000.00

Design Engineering 10% \$ 115,000.00

Construction Engineering 10% \$ 115,000.00

TOTAL \$ 1,380,000.00

STATE OF ILLINOIS  
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT  
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

**Instructions:** Please complete this form as soon as: (1) the total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known **(only required if the estimated total project costs are over \$500,000)**. See Part III.C. This supplement form should only be completed once and must be submitted to the funding State Agency no later than at the time the first periodic reports are due.\*

**Part I. Organization and Project Information**

Organization Name	Village of Forest Park	NOFO Number (if known)	n/a
Loan Number (if known)		Loan Term (if known)	
Project Description	The aim of this project is to remove and existing asphalt parking lot and replace it with permeable pavers to assist with storm water drainage in the area.		
Total Project Cost	\$1,389,035.00	Construction Start Date	7/1/2024
		Construction Completion Date	10/31/2024

1. Do the State Funding and Non-State Funding Budget total **\$500,000 or more**:

☒ Yes

☐ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the project must maintain this form.

\*For loans with an estimated total project cost of \$500,000 or more, the applicant will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

**Part II. Applicable Apprenticeship Goal**

**Please respond to question number 1 OR 2 as applicable:**

**1. For projects estimated to receive \$500,000 or more in appropriated capital funds:**

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☒ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

**2. For projects estimated to receive less than \$500,000 in appropriated capital funds:**

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

**Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)**

A. Based on the answer provided above in number 1 or 2 in Part II:

☒ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for both the State appropriated capital funds and the remainder of the project in Part C.)

☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for only the State appropriated capital funds in Part C.)

☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

☒ Will fully comply with the 10% apprenticeship goal.

☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)

☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)

☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)





**Part IV. Organization Certification and State Agency Acknowledgement**

**1. Organization Certification:**

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my award(s).

Village of Forest Park  
Institution/Organization Name:

Mayor Rory Hoskins  
Printed Name (Executive Director or equivalent):

Mayor  
Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

**2. State Agency Acknowledgement:**

Illinois Environmental Protection Agency  
State Agency

Printed Name

Title

Signature:

Date/Time Field

**State Agency Instructions:** If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this loan, please forward this form to the Department of Commerce and Economic Opportunity at [CEO.ILWorks@illinois.gov](mailto:CEO.ILWorks@illinois.gov). If the State Agency determines that no apprenticeship goal applies, the State Agency should maintain a copy of this form.



## GRANTEE CONFLICT OF INTEREST DISCLOSURE

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**Compliance Requirement.** IDHS Grantees must immediately disclose in writing to the Program Administrator any actual or potential conflict of interest as soon as it becomes known, in accordance with 30 ILCS 708/35, 30 ILCS 708/60(a)(5), 44 Ill. Admin. Code 7000.330(f) and the grant agreement. This disclosure must be submitted for the Grantee and all sub-recipients or pass-through entities, whenever an actual or potential conflict may exist.

**Continuing Obligation.** IDHS Grantee has a continuing obligation to disclose IDHS financial or other interests (public, private, direct or indirect) that may be a potential conflict of interest, or which could prohibit Grantee from entering or continuing the programs for which the grant is intended.

**Grantee Form Submission:** This form must be completed, signed, and returned for any State or federal grant funds awarded to the Grantee by IDHS. For conflicts that exist at the time of grant application submission, submit this form with your grant application materials. If no actual or potential conflicts exists, the grantee should indicate "no conflicts." For conflicts that arise after application submission, submit this form to your designated grant program point of contact within 7 calendar days after the conflict has been identified

**Examples of situations which may be a potential conflict of interest may include, without limitation:**

- 1) Grantee has an employee, board member, trustee, or immediate family member of employee, board member, trustee, who:
  - a. holds an elected or appointed office in Illinois
  - b. holds a seat in the Illinois General Assembly
  - c. is an officer or employee of any state board, commission, authorities or holds an elected or appointed position or is employed in any of the offices or agencies of government
- 2) Grantee has a financial interest, including ownership of stocks or bonds, in a firm which is a vendor or contractor
- 3) Outstanding financial commitments to any vendor or contractor of the Grantee
- 4) A close personal relationship that may include, without limitation, a spouse, dependent child or member of the technical advisor's household that may compromise or impair the fairness and impartiality of the technical advisor and grants officer during the solicitation development, proposal evaluation and award selection process, and the management of an award
- 5) Negotiation of employment with any current or potential sub-recipient or vendor of the Grantee

**Remedies for Non-Compliance.** IDHS may pursue remedies for non-compliance in accordance with 2 CFR 200.339 and 44 Ill. Admin. Code 700.330(f)(1)(c) if the Grantee fails to provide the mandatory conflict of interest disclosures as required.

**Determination Notification to Grantee.** This form, with IDHS' determination of a conflict of interest, will be sent to the Grantee within 90 days of receipt of this form by the appropriate IDHS contact.



## GRANTEE CONFLICT OF INTEREST DISCLOSURE

This section to be completed by the Grantee CEO or authorized designee:

Grantee Agency Name: Illinois Environmental Protection Agency

Grant Program: Green Infrastructure

Fiscal Year: \_\_\_\_\_

Please list any actual or potential conflicts of interest (If no conflicts exist report "no conflicts")

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Mayor Rory Hoskins

Grantee Representative Printed Name and Signature

Date \_\_\_\_\_

### THIS SECTION FOR IDHS USE ONLY

This section is to be completed by the Program Administrator for the grant program.

Recommendation: ☐ No Conflict ☐ Potential Conflict (explain selection below):

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Program Administrator Printed Name and Signature

Date \_\_\_\_\_

This section is to be completed by the Program Supervisor for the grant program, if a conflict of interest exist.

Recommendation: ☐ No Conflict ☐ Potential Conflict (explain selection below):

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Program Administrator Printed Name and Signature

Date \_\_\_\_\_

This section is to be completed by the Director or Associate Director, if a conflict of interest exist

The Program Associate Director or Director may obtain the assistance of the IDHS Chief Accountability Officer or Ethics Officer to reach an opinion or resolution.

Recommendation: ☐ No Conflict ☐ Potential Conflict (explain selection below):

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How will this conflict be eliminated or mitigated? (Specific Conditions must be included in the Grant Agreement):

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Director or Associate Director Printed Name and Signature

Date \_\_\_\_\_

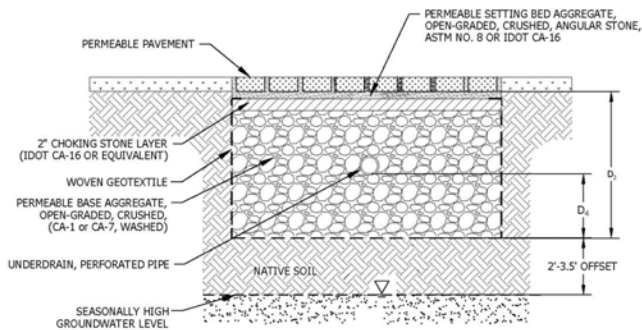
MADISON ST



0 20 40 80  
Feet  
1 inch = 40 feet

15,000 SF  
PERMEABLE  
PAVERS

### PERMEABLE PAVEMENT WITH UNDERDRAIN



### Legend

- Existing Drainage Structure
- Existing Storm Sewer
- Proposed Structure
- Proposed Storm Sewer
- Proposed Underdrain
- Proposed Permeable Pavers
- Sidewalk Improvements

Cook County GIS Dept.

CLIENT:



TITLE:

FOREST PARK  
MWRD GREEN INFRASTRUCTURE  
GRANT APPLICATION  
CONSTITUTION COURT

PROJ. NO.

DATE: 7/23/2021

SHEET 1 OF 1

DRAWING NO.

EXH 1



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

DSGN.		SCALE:	1:40
DWN.		AUTHOR:	DDEM
CHKD.		PLOT DATE:	7/21/2021
FILE:	Forest Park_MWRD GI Grant_CONSTITUTION COURT - MADISON & THOMAS		



# GIGO Implementation Application Workbook Instructions

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

*If you have any questions regarding this form, please contact Jeff Edstrom at [jeffrey.edstrom@illinois.gov](mailto:jeffrey.edstrom@illinois.gov) or 217.782.3362.*

## Getting Started

- 1- *First enter the applicant and project names above. These will be automatically filled in the appropriate locations throughout the workbook. Then, complete the worksheets with information relevant to your project. You can navigate among the worksheets by clicking on the buttons at the top of each worksheet. Instructions are found below and at the top of each worksheet*
- 2- **Watersheds**  
***Applicants must list specific watersheds related to the proposed project (up to 10) fill out the "Watersheds" worksheet***  
Identify all 12-digit Hydrologic Unit Code(s) (HUC) where the BMPs are to be installed.  
  
Information to help you identify the HUC can be found at [IEPA Integrated Report GIS Tool](#)
- 3- **Specific Best Management Practice**  
***All applicants must fill out the "Specific BMP" worksheet.***  
List BMP types to be installed – Enter all of the BMPs to be implemented, numbers of sites, the total number of units, the relevant estimated volume retained, pollutant load reductions, and the total construction costs. Continue on the table below (your chosen BMPs will automatically populate in the lower table and choose the permit status, permit number (if applicable), Permit Program Name, and Permitting Authority. The Pollutant Load Reductions can be calculated using the Region 5 Model for Estimating Pollutant Load Reductions. If the BMP type is NOT listed in the dropdown, you may type it in to the table. Please fill out as thoroughly as possible as the information provided determines your ranking for funding.  
  
Use the Region 5 Model to Calculate the Pollutant Load Reductions (Pollutant Load Estimation Tool), and the Green Values Stormwater Management Calculator or the National Stormwater Calculator to calculate stormwater retention or detention:  
  
[Pollutant Load Estimation Tool \(PLET\) | US EPA](#)  
[Green Values Stormwater Management Calculator \(cnt.org\)](#)  
[National Stormwater Calculator | US EPA](#)

4-

#### **Project Partners**

***All applicants must identify any partners for the proposed project. If there are no partners, please enter "Not applicable" in the***

Please enter information on project partners, their general tasks and responsibilities and expertise related to the proposed project.

#### **Match Funding**

***All applicants must fill out the Match Funding section.***

GIGO may provide up to 75% of the approved project costs. The remaining 25% is the responsibility of the grantee and constitutes the match. Match may include money spent or in-kind services utilized to complete the approved project tasks. Match can be provided by the grantee, sub-contractor, or project partners (e.g., State programs, private foundations, landowners). A grantee may match greater than 25%.

Proposed projects within a disadvantaged area may be eligible for up to 85% of GIGO assistance, with the applicant responsible for 15% of the costs as match.

For this NOFO, a disadvantaged area has a Median Household Income (MHI) below \$54,422.25 (this is 75% of the 2017-2021 average State MHI. The American Community Survey calculated the 2017-2021 Illinois MHI as \$72,563).

Please note that cash and in-kind services incurred as match must occur during the agreement period with Illinois EPA.

5-

#### **Scope of Work**

***All applicants must fill out the "Scope of Work" worksheet***

List all tasks (including items not included in the budget) needed to implement the project and the entities responsible for these tasks. Type an "X" into the cells corresponding to the quarters during which work will be done on that task. This fills in the cell. To delete filled cell, simply hit "delete" button in that cell.

In some circumstances, applicants can request 30 months to complete a project rather than 24. IEPA will approve on a case-by-case basis.

6-

#### **Budget Summary**

***All applicants must fill out the "Budget Summary" worksheet***

Upon completion of the budget in the AmpliFund online system, enter the totals for each category to the spaces in the budget. Verify the total costs. Indicate the amount of State (GIGO) requested funds and the amount of non-State (match) funds that will support the project. Please note that the darkened categories in the table are ineligible for GIGO funding.



# Watersheds

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

***Applicants must list specific watersheds related to the proposed project (up to 10) fill out the "Watersheds" worksheet***

Identify all 12-digit Hydrologic Unit Code(s) (HUC) where the BMPs are to be installed.

Information to help you identify the HUC can be found at [IEPA Integrated Report GIS Tool](#)

[illegible]

# Specific BMPs

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

**Applicants should fill out the "Specific BMP" worksheet if there is/are known locations for the project(s).**

List BMP types to be installed – Enter all of the BMPs to be implemented, numbers of sites, the total number of units, the relevant estimated volume retained, pollutant load reductions, and the total construction costs. Continue on the table below (your chosen BMPs will automatically populate in the lower table and choose the permit status, permit number (if applicable), Permit Program Name, and Permitting Authority. The Pollutant Load Reductions can be calculated using the Region 5 Model for Estimating Pollutant Load Reductions. If the BMP type is NOT listed in the dropdown, you may type it in to the table. Please fill out as thoroughly as possible as the information provided determines your ranking for funding.

Information related to AUIDs, HUCs and Waterbody Names can be found at: [IEPA - 2020/2022 Integrated Report Web App](#)

**Indicate the tools/sources used to calculate the values below**

- ☒ [Pollutant Load Estimation Tool \(PLET\) | US EPA](#)  
☐ [Green Values Stormwater Management Calculator \(cnt.org\)](#)  
☐ [National Stormwater Calculator | US EPA](#)

BMP types to be installed – Enter a summary of all of the BMPs to be implemented. Continue information for BMPs on tables following. Follow on the same numbered line. The "BMP Type" will be automatically entered on subsequent tables.

BMP Type	Technique	Design Status	Location (in decimal)		12 Digit HUC	Waterbody AUID	Waterbody Name	Municipality	County
			Latitude	Longitude					
Permeable Pavers		Not Started			07120004		Des Plaines River	Forest Park	Cook

Continue from table above

BMP Type (Continued from above)	Designed Lifespan (Years)	Number of Units	Unit Cost	Total BMP Construction Costs	Design Costs Requested (if applicable)	Percent Design	BMP Size in Square Feet	Cost per Square Foot	Area Impacted by BMP in Acres	Cost per Acre
Permeable Pavers	50	15000	\$ 25.00	\$375,000.00	\$ -	0.00%	15000.00	\$25.00	931495.000	\$0.40
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
		15000		\$375,000.00	\$0.00		15000	\$25.00	931495	\$0.40

\_\_\_\_\_

BMP Type (Continued from above)	Permt Program Name	Permit Number (if applicable)	Permit Status	Permitting Authority
Permeable Pavers	GIGO	N/A	Not Applied for	N/A

Continue on the table below

Continue from table above

BMP Type (Continued from above)	Volume Retained (Gallons)	Cost per Gallon	Pollutant Load Reductions					
			P (lbs/yr)	Cost per pound (P)	N (lbs/yr)	Cost per pound (N)	Sediment (tons/yr)	Cost per ton (Sediment)
Permeable Pavers	235,589	\$ 1.59	0	\$ 1,209,677.42	4	\$ 93,984.96	0	\$ 3,750,000.00
	235,589	\$ 1.59	0	\$ 1,209,677.42	4	\$ 93,984.96	0	\$ 3,750,000.00

## Project Partners

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

***All applicants must identify any partners for the proposed project. If there are no partners, please enter "Not applicable" in the first column.***

Please enter information on project partners, their general tasks and responsibilities and expertise related to the proposed project.

[illegible]

## Match Funding

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

***All applicants must fill out the Match Funding section.***

IGG may provide up to 75% of the approved project costs. The remaining 25% is the responsibility of the grantee and constitutes the match. Match may include money spent or in-kind services utilized to complete the approved project tasks. Match can be provided by the grantee, sub-contractor, or project partners (e.g., State programs, private foundations, landowners). A grantee may match greater than 25%.

Proposed projects within a disadvantaged area may be eligible for up to 85% of GIGO assistance, with the applicant responsible for 15% of the costs as match.

For this NOFO, a disadvantaged area has a Median Household Income (MHI) below \$54,422.25 (this is 75% of the 2017-2021 average State MHI. The American Community Survey calculated the 2017-2021 Illinois MHI as \$72,563).

Please note that cash and in-kind services incurred as match must occur during the agreement period with Illinois EPA.

Organization	Amount	Cash or In-Kind	Match Status	Notes
Village of Forest Park	\$ 350,000.00	Cash	Pledged	Match is 25% of total project cost
<b>Total</b>	<b>\$ 350,000.00</b>	See Budget Summary worksheet for Total Match Amount required		

# Scope of Work

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

***All applicants should fill out the "Scope of Work" worksheet***

List all tasks (including items not included in the budget) needed to implement the project and the entities responsible for these tasks. Type an "X" into the cells corresponding to the quarters during which work will be done on that task. This fills in the cell. To delete filled cell, simply hit "delete" button in that cell.

In some circumstances, applicants can request 30 months to complete a project rather than 24. IEPA will approve on a case-by-case basis.

[illegible]



# Budget Summary

**Applicant Name:** Village of Forest Park

**Project Name:** Constitution Court Permeable Pavers Parking Lot

**All applicants should fill out the "Budget Summary" worksheet**

When you have completed the budget in the online system, transfer the totals for each category to the spaces below. Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. Please note that the darkened categories in the table below are ineligible for GIGO funding

Match requirements are based on whether a municipality is disadvantaged. GIGO may provide up to 75% of the approved project costs, except for those applicants that propose projects within a defined disadvantaged area which may be eligible for up to 85% GIGO assistance. A disadvantaged area has a Median Household Income (MHI) below 75% of the 2017-2021 average State MHI. The American Community Survey calculated the 2017-2021 Illinois MHI as \$72,563. Communities with an MHI that is below \$54,422.25 require only 15% match funding.

Enter your municipality's 2021 Median Household income.	\$ 72,827.00
Required Match	25%

Grantees must comply with requirements in the Illinois Works Jobs Program Act. For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative; 30 ILCS 559/20-20 to 559/20-25 and all applicable administrative rules. The "estimated total project cost" is a good faith approximation, at the time an applicant submits a grant application, of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Budget Category (Design and Construction Only)	Grant Funded (GIGO Funded)	Non-Grant Funded (Match Funded)	Total	% Grant Funded
1. Personnel			\$ -	
2. Fringe Benefits			\$ -	
3. Travel			\$ -	
4. Equipment			\$ -	
5. Supplies			\$ -	
6. Contractual Services			\$ -	
7. Consultant		\$ 231,600.00	\$ 231,600.00	
8. Construction	\$ 1,039,035.00	\$ 118,400.00	\$ 1,157,435.00	90%
9. Occupancy (Rent and Utilities)			\$ -	
10. Research and Development (R & D)			\$ -	
11. Telecommunications			\$ -	
12. Training and Education			\$ -	
13. Direct Administrative Costs			\$ -	
14. Other or Miscellaneous Costs			\$ -	
15. Indirect Costs			\$ -	
Grant Funded (GIGO Funded)	\$ 1,039,035.00			
Non-Grant Funded (Match Funded)		\$ 350,000.00		
Total Project Costs			\$ 1,389,035.00	

Percentage GIGO Grant	74.8027%
Percentage Match	25.1973%

## EXISTING CONDITION PHOTOGRAPHS – CONSTITUTION COURT



Facing North



Facing Northwest



Facing West



Facing North



Facing South



Facing South

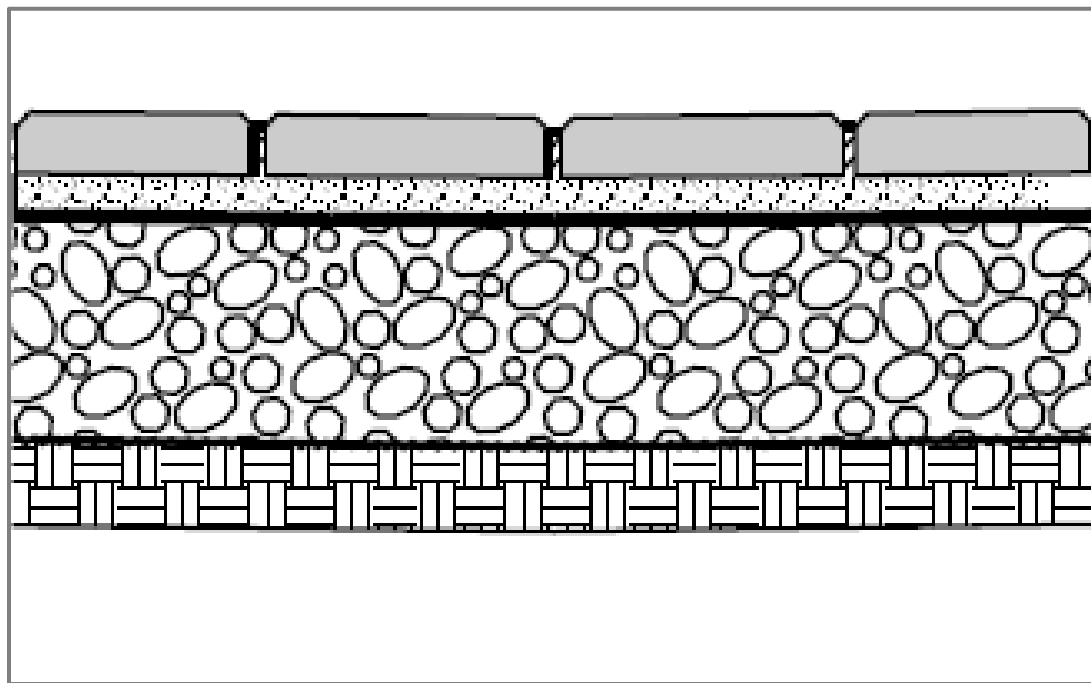
# **VILLAGE OF FOREST PARK**

## **STORMWATER INFILTRATION PERMEABLE PARKING LOTS**

### **BMP TYPICAL SECTION**



## TYPICAL SECTION AND SAMPLE PHOTO

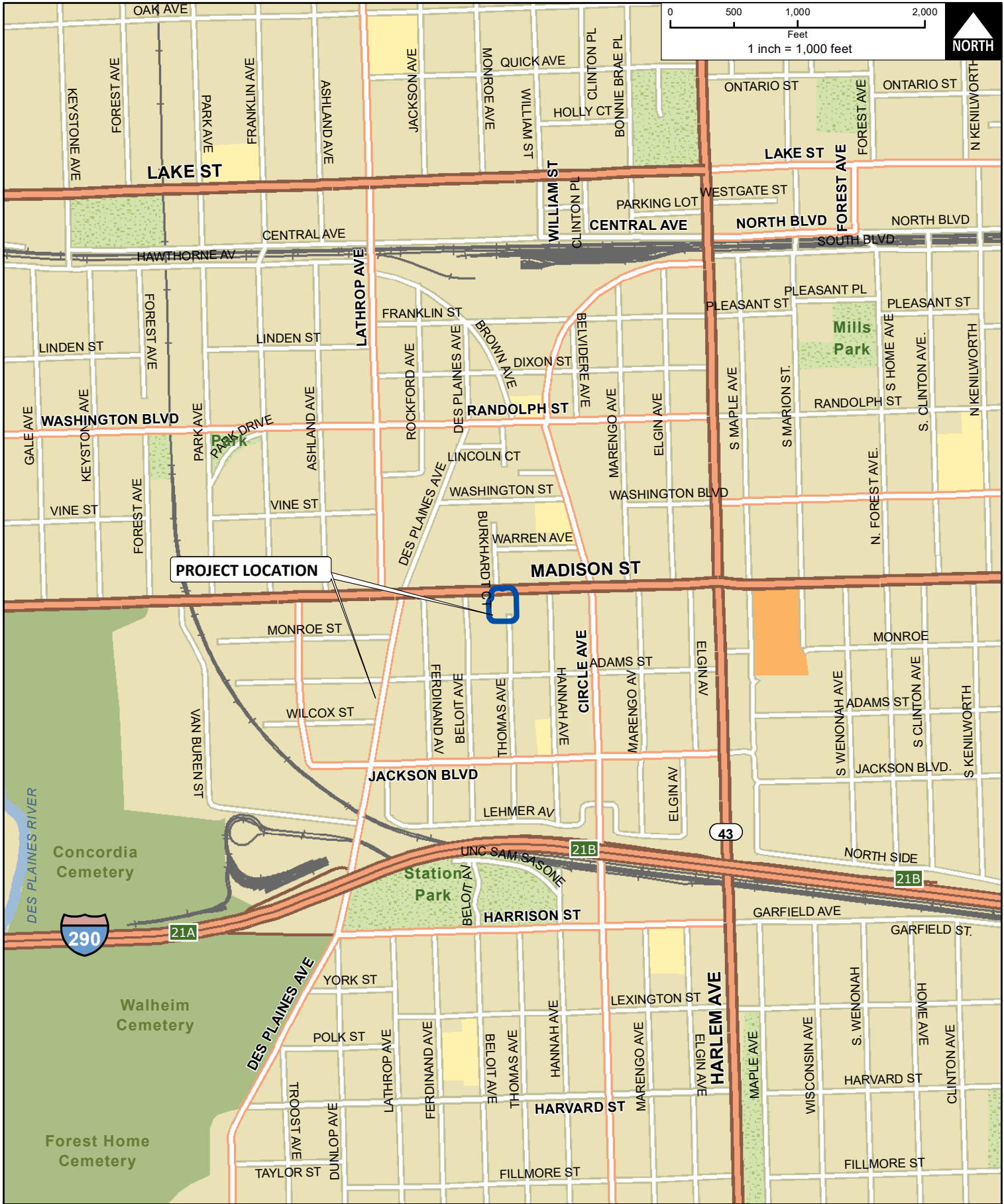


PAVERS

SAND

18" STONE





CLIENT:



TITLE:

## PROJECT LOCATION MAP

### CONSTITUTION COURT PARKING LOT

PROJ. NO.

DATE: 8/21/2020

SHEET 1 OF 1

DRAWING NO.



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

DSGN.		SCALE:	1:12,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	8/21/2020
FILE:	OVERALL LOCATION MAP		

**EXH 1**

# Memo

**To:** Village Council  
**From:** Fire Chief Phil Chiappetta  
**Date:** 9/26/2023  
**Re:** Firefighter Diana Resignation / Filling Vacancy

---

Forest Park Village Council,

Firefighter/Paramedic Kristina Diana turned in her letter of resignation last week. Her last day will be September 28th, 2023. I am requesting that you approve filling the vacancy that this will create within the Fire Department. There is an active eligibility list. If you have any questions please don't hesitate to ask.

Thank you,



Phil Chiappetta

Fire Chief



VILLAGE OF



SMALL TOWN CHARM  
[www.forestpark.net](http://www.forestpark.net)

OFFICE OF THE MAYOR

---

**Rory E. Hoskins**

To: The Honorable Commissioners

Date: October 10, 2023

---

Dear Commissioners.

I am seeking your support in the re-appointment of the following candidates to  
Safety & Traffic Commission

Andrew DePriest                      term to expire April 30, 2027

Burhan Syed                              term to expire April 30, 2027

Your favorable support would be appreciated,

Mayor Hoskins

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

**Rory E. Hoskins**  
MAYOR

517 DESPLAINES AVENUE

FOREST PARK, IL 60130

PH: 708-366-2323

FAX: 708-488-0361

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

**Maria Maxham**

COMMISSIONER

ACCOUNTS & FINANCE

**Ryan Nero**

COMMISSIONER

PUBLIC HEALTH & SAFETY

**Michelle Melin-Rogovin**

COMMISSIONER

STREETS & PUBLIC IMPROVEMENTS

**Jessica L. Voogd**

COMMISSIONER

PUBLIC PROPERTY

**Moses E. Amidei**

VILLAGE ADMINISTRATOR

**Vanessa Moritz**

VILLAGE CLERK

To: The Honorable Commissioners

Date: October 10, 2023

Dear Commissioners.

I am seeking your support in issuing a local liquor license to the following establishments which have been acquired by new ownership. These three establishments are seeking a Class A license to be issued to the new owners. The number of licenses in the Village Code does not need to be amended since an equal number of liquor licenses are being requested.

Famous Liquors – 7714 Madison Street

Cardinal Liquors – 7533 Roosevelt Road

Panda Cafe 2 – 7600 Madison Street

All of the above owners/managers have properly completed the liquor license application process and are found to be recommended for issuance of a liquor license by the Village of Forest Park.

Your favorable support would be appreciated,

Mayor Hoskins

RH/re

## Lyric Opera Group Order Confirmation

audienceservices@lyricopera.org <audienceservices@lyricopera.org>

Wed 7/26/2023 9:16 AM

To: Brenda Powers <bpowers@forestpark.net>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

### Group Order Confirmation and Invoice

Thank you for placing your group order with Lyric Opera of Chicago. Your order has been processed. Please review your account information, performance(s) date, time, # of tickets and section.

Please contact Group Sales with any questions or changes to your order

#### Your Account Information:

Account Number: 758792  
Forest Park Community Center  
7640 Jackson Blvd  
Forest Park, IL 60130-1812  
bpowers@forestpark.net

Order Date: 3/28/2023 12:23:42 PM

Order Number: 4714722

#### Delivery Method:

Print At Home / E-Tickets

Pay by  
October 9th

#### Group Tickets

<u>Description</u>	<u>Section</u>	<u>Price per</u> <u>Ticket</u>	<u>Number of</u> <u>Tickets</u>	<u>Total</u>
Jenufa 11/15/2023 2:00 PM	Main Floor 5 Aisle Access	\$68.00	24	\$1,632.00
Jenufa 11/15/2023 2:00 PM	Main Floor 5	\$0.00	1	\$0.00

Group Tickets Total: \$1,632.00

Order Fees: \$130.00

Grand Total: \$1,762.00

Total Paid: \$0.00

Balance Due: \$1,762.00

Method of Payment:



**WHEREAS**, Our Proviso's community is composed of people who are all different, yet all live, work, and reside together in our Township,

**WHEREAS**, in the course of living and working together there is sometimes conflict and even behaviors like bullying that cause strife and hardship,

**WHEREAS**, many children and adolescents are affected by bullying annually, causing pain and health repercussions that can last for years,

**WHEREAS**, targets of bullying are more likely to acquire physical, emotional, and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities,

**WHEREAS**, the presence of bullying in our community creates an environment that may hold our children back from being all they can be,

**WHEREAS**, research has shown that promoting and modeling the prosocial behaviors of kindness, acceptance of difference, and inclusion creates healthier communities for all people with fewer incidences of bullying; and

**WHEREAS**, coming together, united in our desire to create a healthier community for all,

**NOW THEREFORE BE IT RESOLVED** that, Mayor Rory Hoskins. proclaims 10/18/2023 as Village of Forest Park IL, declares Unity Day in the month of October.

**BE IT FURTHER RESOLVED** that Proviso Townships, schools, students, parents, recreation programs, religious institutions, and community organizations be encouraged to engage together in one Giant, Orange message of hope and supporting our community by raising awareness and increase understanding on how to prevent and recognize these behaviors. A one-day event called **Unity Day (on October 18<sup>th</sup>, 2023)** this campaign has grown from an initial week-long event in 2006 to a worldwide effort with thousands of individuals participating in multiple activities throughout October. **Unity Day** would bring all citizens together to celebrate **Kindness, Acceptance of difference, and Inclusion** to protect our Proviso's Township communities. So, I asked you to wear and share Orange. On this day everyone comes together in schools, communities and online sending one big Orange message of support, hope and unity.



## **UNITY DAY Invite**

**Raising awareness in our community with Social Emotional Learning tools with Mrs. Shawnda Steer  
Community Parent liaison!**

Dear Proviso Township,

More than 1 in every 5 students' experiences Bullying!

Chances are this could be happening to someone you know and care about! Students who are bullied may avoid school and experience a decreased ability to focus, a loss of self-confidence, and an increase in anxiety and depression.

This can no longer be considered a childhood rite of passage and with your help now our community of proviso township members can lead social change & promote and model Kindness, Acceptance, and Inclusion In the month of October 2023 with a wonderful opportunity to help create changes in our community with some learning tools bring awareness and celebrating on Wednesday, October 18th 2023!

During National Bullying Prevention month in October, Students and Adults can participate in the theme of the week to promote a united message or displaying Orange at home in school boundaries, at the library's, in community center, at the Firehouses and landmarks of our community!

Librarian's, Teachers, Parents and Adults throughout each community can work together to create a climate that doesn't accept bullying. When bullying is addressed, communities will see more students with Higher self-esteem, better school attendance, less physical and Mental Stress and a better school Performance."

**THIS IS CALLED (Unity Day) October 18th, 2023**

**A one-day event will be held on the 3rd Wednesday of October to come together in one Giant, ORANGE message of hope and support. It's a day to WEAR AND SHARE ORANGE**

**to visibly show that our society believes no child or adult should ever experience bullying. Would you please join us in National Bullying Prevention month?**

**Thank you!**

**Create workshops with children and parents alike encourage them and our communities of proviso township to wear your pride of orange on October 18th, 2023.**

**Create a Unity Tree!**

**Take the Pledge against Bullying!**

**Wear Orange!**

**It's time to act!**

I can be reached any time between 9am - 4pm or just get started with this package I have left for you.

Mrs. Shawnda Steer

Community Parent Liaison

shawnda43@gmail.com

Shawnda43Steer@outlook.com

708 407 5415

October is National Bullying Prevention Month

<https://www.pacer.org/bullying/nbpm/>

Free resource!

ALL IN, year-long classroom resources are designed to inspire students to be invested in safe and supportive schools.



# UNITY DAY

A graphic featuring several stylized hands in various colors (blue, purple, green, orange, dark blue) reaching towards the center, forming a circle around the central text.

**OCT 18, 2023**

WEAR AND SHARE  
**ORANGE**  
FOR

KINDNESS  
ACCEPTANCE  
INCLUSION

**#UNITYEVERYDAY**  
**PACER.ORG/UNITYDAY**

Sponsored by PACER's National Bullying Prevention Center since 2011

# UNITY DAY

18 DE OCTUBRE DE 2023



USA Y COMPARTE  
**ANARANJADO**  
PARA

AMABILIDAD  
ACEPTACIÓN  
INCLUSIÓN

**#UNITYEVERYDAY**  
**PACER.ORG/UNITYDAY**

Sponsored by PACER's National Bullying Prevention Center since 2011

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF FOREST PARK AND  
TEAMSTERS LOCAL UNION NO. 705**

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

Section 1. That certain collective bargaining agreement between the Village of Forest Park and Teamsters Local Union No. 705, with an expiration date of April 30, 2026, a copy of which is attached hereto as Exhibit “A,” is hereby approved.

Section 2. That the Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement between the Village of Forest Park and Teamsters Local Union 705 substantially in the form attached hereto as Exhibit “A” and made a part hereof, subject to the prior execution of said collective bargaining agreement by representatives of Teamsters Local Union 705.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

RESOLVED this 10<sup>th</sup> day of October, 2023.

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

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

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

APPROVED:

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

ATTESTED:

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

**Exhibit A**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF FOREST  
PARK AND TEAMSTERS LOCAL UNION NO. 705  
May 1, 2023 – April 30, 2026**

**ARTICLES OF AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF FOREST PARK**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 705**

**EFFECTIVE: MAY 1, 2023 THROUGH APRIL 30, 2026**

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**ARTICLES OF AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF FOREST PARK**  
**AND**  
**LOCAL UNION No. 705, I. B. OF T.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the VILLAGE OF FOREST PARK, Cook County, State of Illinois, Party of the First Part, hereinafter referred to as the "EMPLOYER", and Teamsters Local Union No. 705, an affiliate of the International Brotherhood of Teamsters Party of the Second Part, hereinafter referred to as the "UNION". This Agreement is for the purpose of adjusting wages, working conditions, disputes and grievances and to promote sound labor and management relations in the functions of the Department of Public Works (excluding mechanics).

**ARTICLE I - UNION SECURITY**

It is mutually agreed, subject to any limitations by Law, that:

**Section 1.1 - Dues Deduction**

With respect to any bargaining unit employee for whom the Union submits a written authorization, signed by the Employee, the Employer shall deduct from the wages of the Employee the dues, initiation fees, and assessments required as a condition of membership in the Union and shall remit such deductions monthly to Teamsters Local 705, at the address designated by Teamsters Local 705, in accordance with the laws of the State of Illinois. The Union may submit the authorization by U.S. mail or electronic mail. Teamsters Local 705 shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date. Dues deductions will remain in effect until the Employer receives a written notice. The Union shall be responsible for initially processing and notifying the Village of the proper request of an employee to authorize, revoke, cancel or change authorizations. In the event dues deductions are suspended due to an Employee's leave of absence or layoff, dues deduction shall resume when the bargaining unit employee returns to work.

**Section 1.2 - New Employees**

The Village will notify the Union via email regarding newly hired bargaining unit employees within ten (10) calendar days of the start date of the new employee. The notice will include the new employee's name, job title, date of hire, work location, work and personal phone numbers (on file with the Village) and work and personal email address (on file with the Village). The Union shall have the right to meet with newly hired employees during the non-working time for one (1) hour, normally within the first two (2) weeks of the employee's starting date. The meeting will be held at a time and location which is mutually agreeable between the

Employer and the Union. If the Village and the Union mutually agree to allow the Union to meet with the newly hired employees during working time, there shall be no loss of pay or leave time for the new employee.

### **Section 1.3 - Provision of Bargaining Unit Lists**

Upon request by the Union, and no more than once per month, the Employer will provide the Union with the following information in the form of an EXCEL spreadsheet. For each Employee in the bargaining unit; Name, Job Title, Date of Hire, Work Location, Work and personal emails on file, work and personal cell phone numbers on file.

### **Section 1.4 – Indemnification**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article and from any damages and reasonable cost incurred regarding claims or suits from employees, based on the Employer's good faith reliance of information provided by the Union regarding dues checkoff authorization and revocation. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

- (i) The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires, and
- (ii) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

### **Section 1.5 – Access to Village Premises**

Non-employee representatives shall be granted access to the Village premises in order to conduct worksite meetings during lunch and other non-work breaks, before and after the workday to discuss contract negotiations, administration of the contract, or other matters related to the duties of the Union, including internal Union matters involving the governance or business of the Union provided that such meetings shall not impede the normal operations of the Village.

The Union shall have the right to use the Employer's mailboxes and designated bulletin boards at the Employee's work location as well as each Employee's Village email address to communicate with bargaining unit employees regarding contract negotiations, the administration of the contract, investigation of grievances, workplace related complaints and issues, and internal Union matters regarding the governance or business of the Union. There shall be no posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

## ARTICLE II - WAGE SCHEDULE

### Section 2.1 - Classifications and Wage Rates

The wage scale shall be as follows:

A. Effective May 1, 2023, and thereafter, for employees hired before May 1, 2020:

	<b>HOURLY PAY RATES</b>			
<b>CLASSIFICATION</b>		<b>5/1/23</b>	<b>5/1/2024</b>	<b>5/1/2025</b>
Chauffeurs Operating Heavy Equipment		\$33.09 (3.0%)	\$34.08 (3.0%)	\$35.10 (3.0%)
Class C Water Operator		\$38.27 (3.0%)	\$39.42 (3.0%)	\$40.60 (3.0%)

B. Effective May 1, 2023, for employees hired after May 1, 2020:

Employees shall be paid eighty percent (80%) of the above current hourly rate for the first year of employment;

Eighty-three percent (83%) of the above current hourly rate beginning on the employee's second year of employment;

Eighty-six percent (86%) of the above current hourly rate beginning on the employee's third year of employment;

Eighty-nine percent (89%) of the above current hourly rate beginning on the employee's fourth year of employment;

Ninety-two percent (92%) of the above current hourly rate beginning on the employee's fifth year of employment;

Ninety-five percent (95%) of the above current hourly rate beginning on the employee's sixth year of employment;

Ninety-eight percent (98%) of the above current hourly rate beginning of the employee's seventh

year of employment; and

One hundred percent (100%) of the above current hourly rate with the beginning on the employee's eighth year of employment.

### **Section 2.2 - No Erosion of Wages or Certain Benefits**

Any Employee receiving more than this scale of wages shall not suffer any reduction of wages by virtue of this Agreement.

### **Section 2.3 – Licenses and Certifications**

Effective May 1, 2021, the Village may assign an employee with an arborist license certification as Chief Arborist and shall pay an annual stipend of \$250.

## **ARTICLE III - HOURS OF WORK**

### **Section 3.1 - Work Week**

The Employer agrees and guarantees to furnish to each of its employees forty (40) hours work per week, five (5) days Monday through Friday at eight (8) hours per day. This will not apply in any instance when an actual labor dispute is in existence or when work is not available due to acts of God or public enemy or by action of the Federal Government.

### **Section 3.2 - Work Day & Overtime**

Working hours shall be between the hours of 7:00 a. m. and 3:30 p. m., with one (1) hour off for lunch. Employees shall be paid for one-half (30 minutes) of the lunch hour but shall not receive any other work breaks. The Employer may stagger the scheduling of the lunch hour as dictated by the needs of the Village. Employees starting to work before the regulation starting time, 7:00 a.m., shall be paid time and one-half (1&1/2) from such time until the regulation starting time. Time and one-half (1&1/2) shall be paid for all time worked after the regulation quitting time 3:30 p.m.

Time and one-half (1&1/2) for all work over forty (40) hours per week Monday through Friday. Time and one-half (1&1/2) shall be paid for time worked on Saturday.

No overtime shall be paid without prior approval from the Employer for the overtime hours.

The two current divisions of the Department of Public Works, the Street Department and Public Property have been combined into one division. Members of the bargaining unit shall be allowed to bid on the basis of seniority, which shall be calculated from the date the employee

joined the union, for each job assignment, such as Driver, Sweeper, etc., except Class C Water Operator, Chief Arborist, and Boom Truck Operators. The Employer shall assign person(s) to the classification of Class C Water Operator and Chief Arborist, at the Employer's discretion from among employees who volunteer for such assignment. If there are no volunteers, then the Village may make such assignments. The most senior employee bidding for each assignment shall be appointed to such assignment, however, the Village shall maintain the right to assign employees to perform work as necessary, including temporary assignments to ensure employees are trained, and remain trained, on all equipment and duties performed by the Department. When Village needs dictate, an employee may be assigned to a vacated bid position on a temporary basis, provided, however, that no employee will be displaced from a bid position on a reoccurring basis. Overtime that is a continuation of a shift shall be assigned to the employee performing the job requiring overtime on that shift. Effective upon execution of this Agreement by the Village in 2014, all overtime that is not a continuation of an employee's shift will be assigned on a seniority basis, which shall be calculated from the date the employee joined the union, and rotated, except for the Boom Truck Operator, who shall always be offered the work of operating the Boom Truck; helpers will be assigned by seniority on a rotating basis. Employees assigned to Sweeper and Parking Meter work in the summer will have the priority to perform Sweeper and Parking Meter overtime work. Employees assigned to Sweeper and Parking Meter duty in the summer will be placed on the regular seniority rotation list for winter overtime.

### **Section 3.3 - Night Work Rates**

Night work Employees who have a regular night schedule shall be paid the straight hourly rate for the first eight (8) hours worked, and time and one-half (1&1/2) shall be paid for all time worked after eight (8) hours in any one night. Time and one-half (1&1/2) shall be paid for all time worked after 12:00 midnight Friday night. Double time shall be paid for all time worked after 12:00 midnight Saturday night to 12:00 midnight Sunday.

### **Section 3.4 - Night Shift Premium Pay**

Commencing May 1, 2013, all Employees who, as a result of the annual bid, are assigned to work regular night shift schedule, in addition to receiving the hourly rate to which they are entitled under the terms of this Agreement, shall receive an additional \$4.03 over and above the wage scale for all work performed as a night shift premium. Time and one-half (1&1/2) the hourly rate shall be paid after eight (8) hours work in any one night.

### **Section 3.5 - Call-Back Pay**

An Employee who is called back to work after the completion of his shift and before the scheduled starting time of his next regular shift shall be paid one and one-half (1&1/2) times his regular straight time hourly rate of pay for all hours worked outside his normal working hours, with a two (2) hour guarantee.



## **ARTICLE IV - REPORTING PAY**

Employees reporting for work, and for reasons beyond the control of the Employer, cannot start work, shall receive two (2) hours pay, but they shall stay on the job for this period. If Employees have to cease work before a full day's work is completed for reasons beyond the control of the Employer, they shall receive one (1) extra hour's pay in addition to the hours already worked. Any Employee who refused to work when a work order is given shall not be covered by this Article.

## **ARTICLE V - HOLIDAYS**

### **Section 5.1 - Days Listed & Pay Rate**

Employees are to be paid for the following holidays:

New Year's Day	Columbus Day
President's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Fourth of July
Christmas Day	
Labor Day	

Two (2) Personal Days (to be mutually agreed upon between the Employee and the Employer).

If employees work on any of the above holidays, they are to be paid at the rate of double time. No less than one-half (1/2) day to be considered for Sundays or holidays.

### **Section 5.2 - Holiday Pay Qualifications**

In order to receive pay for a Holiday falling on any day except a Friday or Monday the Employee must work the scheduled work day immediately before and after the holiday. Absences on the required work day(s) must be supported by medical evidence and approved by the Village Administrator. Any leave must be approved by the Head of that Department and the Village Administrator.

## ARTICLE VI - VACATIONS

### Section 6.1 - Vacation Benefit Schedule

After completing one full year of service from his or her date of hire, the employee shall be eligible for the following vacation schedule:

After one (1) year	Two (2) weeks
After seven (7) years	Three (3) weeks vacation
After fourteen (14) years	Four (4) weeks
After sixteen (16) year	Four (4) weeks plus one (1) day
After seventeen (17) years	Four (4) weeks plus two (2) days
After eighteen (18) years	Four (4) weeks plus three (3) days
After nineteen (19) years	Four (4) weeks plus four (4) days
After twenty (20) years	Five (5) weeks

### Section 6.2 - Pay for Unused Vacation Upon Resignation

Any Employee covered by this Agreement who either resigns or is discharged before receiving his vacation shall receive pay in lieu of vacation.

### Section 6.3 - Selection by Seniority & Scheduling Limitations

Employees must submit a request for a minimum of one week of vacation in writing by March 15th of each calendar year. Vacation requests submitted prior to March 15th will be approved by order of seniority. Seniority shall be calculated from the date the employee joined the union. Any vacation request received after 5:00 p.m. on March 15th shall be subject to availability and approved in order of receipt by the Village. Requests to change previously scheduled vacation time shall be submitted in writing and shall be requested at least two (2) weeks prior to the date the requested change will take effect.

One (1) week of vacation time per year may be accumulated, but must be used in the following year provided that the Employee gives not less than six (6) weeks written notice prior to the end of the calendar year for which the vacation is to be accumulated or receives permission by the Director or Assistant Director of Public Works.

### Section 6.4 – Paid Leave for All Workers Act

The Village and Union shall adhere to the vacation, sick, and other paid leave provisions contained in this Agreement and thereby waive the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*).

## **ARTICLE VII - MANAGEMENT RIGHTS**

The Village shall as authorized by State and/or Federal Law and except as modified by the terms and provisions of this Agreement, retains all rights and authority of inherent managerial policy, which include such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees.

This Agreement shall be construed however, as requiring the Employer to follow the terms and provisions of this Agreement in the exercise of the foregoing rights.

## **ARTICLE VIII - WORK BOOT**

The Village shall reimburse each employee for the cost of work boots purchased and used by the Employee in performing his duties. This reimbursement shall not exceed \$300.00 during the life of this contract. In order to obtain this reimbursement, the employee must submit his receipt evidencing his purchase of the work boots. The Village shall reimburse each employee for the cost of work pants purchased and used by the Employee in performing his duties. This reimbursement shall not exceed \$100.00 per year for the life of this contract. In order to obtain this reimbursement, the employee must submit his receipt evidencing his purchase of the work pants.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **Section 9.1 - Definition**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation and administration of this Agreement, shall be settled in the following manner:

### **Section 9.2 - Process and Steps**

Recognizing that a grievance should be raised promptly, a grievance must be presented within ten (10) working days of the occurrence of the first event giving rise to the grievance. A grievance shall be processed as follows:

Step 1. The Union or any employee, with or without his/her Union Representative, having a grievance shall submit it in writing signed by the employee(s) and/or the Union to the immediate supervisor, who is designated for this purpose by the Employer.

The written grievance shall specify the section or sections of this Agreement that are allegedly violated or misinterpreted, the known or believed facts on which the grievance is based, and the relief requested and/or the remedy suggested. The immediate supervisor, shall discuss the grievance within ten (10) working days with the Union Representative and the Employee (if the Employee desires to be present), at a time mutually agreeable to the parties. If no settlement is reached, the immediately supervisor, shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step 2. If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Commissioner or his/her designated representative, within ten (10) working days after the Employer's answer in Step 1. A meeting between the Commissioner, or his/her representative, and the authorized representative of the Union shall be held at a time mutually agreeable to the parties, within fifteen (15) working days following the receipt of the Union's written appeal from Step 1. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Commissioner or his/her representative, and the authorized representative of the Union. If no settlement is reached, the Commissioner or his/her representative shall give the Employer's written answer to the Union within ten (10) working days following the meeting.

Step 3. If the grievance is not adjusted at this level, the Union may at its election, submit to the grievance within ten (10) working days from the receipt of the Employer answer to a labor management committee composed of two (2) management persons designated by the Commissioner and- two (2) Union Representatives selected by the Union. The labor management committee shall hear the grievance and its majority decision shall be final and binding. The labor management committee may adopt such rules of procedure as it determines necessary in its sole discretion, and shall have the power to require the production from the Employer of all books and records, including payroll and time sheets, necessary to a complete disposition of the dispute and to make a complete and final disposition of all matters before it including, but not limited to, a money award for violation of the wage hour, overtime provisions or health and welfare or pension contributions.

Step 4. If the grievance is not settled in Step 2 and/or 3, the Union and the Employer, by mutual written request, shall submit the grievance to non binding mediation through Federal Mediation and Conciliation Services (FMCS).

Step 5. If the grievance is not settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration within ten (10) working days after the final meeting in mediation occurs. The parties by mutual agreement in writing may submit more than one grievance to the same arbitrator. The parties shall attempt to agree upon an

arbitrator within ten (10) working days after receipt of the notice or referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the Employer and the Union shall have the right to strike three (3) names from the list. The Employer shall first strike one (1) name; the Union shall then strike one (1) name. The process will be repeated twice more and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). Either party shall have the rights to strike one (1) entire panel submitted by the Federal Mediation and Conciliation Service.

### **Section 9.3 - Authority of the Arbitrator**

The parties may agree that grievance arbitration hearings held pursuant to this procedure may be streamlined, *i.e.*, no transcript or record and no post hearing briefs. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific dispute(s) or issue(s) of contract interpretation, application, meaning or administration appealed to arbitration and shall have no authority to make a decision on any other dispute(s) or issue(s) not so submitted. The decision shall be based solely upon the arbitrator's determination of the facts and evidence relevant to the parties' dispute or grievance, consistent with the application, meaning, interpretation and/or administration of this Agreement. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding upon the Employer, Union and employee(s).

### **Section 9.4 - Expenses of Arbitration**

The fees and expenses of the arbitrator shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. Any employee or employee Union representative whose participation, in grievance meetings/hearings held pursuant to the provisions of this Article is necessary, shall be released from work without loss of pay to attend such meetings/hearings. The parties agree that reasonable efforts will be made to schedule grievance meetings/hearings, so as to minimize any interference with the Employer's normal operations.

**Section 9.5 - Processing and Time Limits**

Grievances may be investigated and processed during working hours by Union Steward(s) and/or Representative(s), provided such activities do not interfere with the normal operations of the Employer and the employee steward or representative has requested permission from his/her supervisor for such time away from work, and further provided, such permission shall not be unreasonably withheld or denied.

No Grievance or dispute shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the first event giving rise to the grievance or within ten (10) business days after the employee and the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If any grievance or dispute is not presented or forwarded within the time limits set forth above, or any agreed extension thereof, it shall be considered waived. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance or dispute to the next Step. The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working or business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

**Section 9.6 - Disciplinary Action**

Disciplinary action may be imposed upon an employee only for just cause. The Employers agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall be of the Progressive, Corrective nature in lieu of punitive. Where the Employer believes just cause exists to institute disciplinary action the Employer shall have the option to assess an appropriate disciplinary penalty up to and including discharge.

Upon request from the Union when processing a grievance regarding an employee's termination, the parties agree to an expedited arbitration timeline where the parties may agree to forgo post-hearing briefs. If the parties do not agree to forgo post-hearing briefs, then they shall submit post-hearing briefs within thirty (30) days of the receipt of the hearing transcript and the arbitrator shall be requested to render a decision within thirty (30) days of receipt of post-hearing briefs.



The following shall constitute a cardinal infraction:

- (a) proven dishonesty;
- (b) Under the influence of intoxicating alcohol or of drugs, including cannabis, as determined from the concentration cutoff levels utilized by the U.S. Department of Transportation, as amended from time to time; refusal to submit for testing shall establish a presumption of being under the influence of intoxicating alcohol or drugs;
- (c) Possession of controlled substances and/or drugs, including cannabis, while on duty or on company property;
- (d) Carrying unauthorized passengers;
- (e) Recklessness resulting in a serious accident while on duty.
- (f) Insubordination, which shall be refusal to obey a direct order that is not illegal, immoral or unsafe after being warned of the disciplinary consequences.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall be of the progressive, corrective nature in lieu of punitive. Any written warning or discipline imposed shall not be used if, from the date of the last warning or discipline, twelve (12) months pass without the Employee receiving any additional warning or discipline for such offense.

#### **Section 9.7 - Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish to the employee and the Union a copy of such warning notice. Once the measure of discipline is imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

#### **Section 9.8 - Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

## ARTICLE X - EMPLOYER INTEREST & GENERAL PROVISIONS

All members of the Union agree to further the interests of the Employer.

### Section 10.1 - Probationary Period

Newly hired employees shall serve a probationary period of six (6) months. Employees may have their employment terminated without cause or for any reason during the probationary period without recourse to the grievance and arbitration procedures of this Agreement. Employees who successfully complete the probationary period shall have their seniority date established as of their original date of hire and shall accrue seniority from said date.

### Section 10.2 - Lay Off

It is agreed that the Employer reserves the right to lay off bargaining unit employees when there is not sufficient work to keep the present force employed, for budgetary reasons, or for other legitimate reasons. No new employees will be hired to perform those duties normally performed by a bargaining unit employee while any bargaining unit employee is on lay off status, until the recall list is exhausted or twenty-four (24) months have elapsed from the date of the lay off. Lay offs shall be conducted according to the following:

A. Employer's Right to Determine Lay Offs. The Employer will determine the timing of lay offs and the number of employees to be laid off.

B. Order of Lay Offs. When employees are laid off, the employees with the least seniority shall be laid off first.

C. Notice of Lay Offs. The Employer shall notify the Union and the employee(s) to be laid off in writing, not later than thirty (30) days prior to the effective date of the lay off. Payments of wages and benefits may be made in lieu of such thirty (30) day notice.

D. Procedures for Recall. Employees shall be recalled to work on the basis of most senior first. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days from mailing of notice by certified mail to the last known address of the employee, as reflected in the Employer's records, in order to respond, and eight (8) additional days to report to work. An employee's failure to respond within seven (7) days of the mailing of the notice of recall, or to report for work within the time required, shall be deemed a refusal. The Employer may fill the position on a temporary basis until the recalled employee reports to work during that fifteen (15) day period. An employee who declines recall to full-time work, or who fails to respond within seven (7) days of the mailing of notice of recall, or who fails to report for work during the fifteen (15) day period, shall be deemed to have refused a recall, shall forfeit his/her seniority and recall

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rights and shall have his/her name stricken from the recall list. In any event, an employee's right to reinstatement shall cease after twenty-four (24) months of continuous lay-off, or sooner, if the employee refuses a recall to work within such twenty-four (24) month period.

### **Section 10.3 - Operation of Equipment Limited to Employees**

Equipment owned or operated by the Village, which is used to perform bargaining unit work shall only be operated by bargaining unit employees to perform such work.

### **Section 10.4 - Seasonal Workers**

The Village may employ seasonal employees to perform bargaining unit work between May 1st, and September 1st, annually. The maximum number of seasonal employees hired annually shall be five (5), limited to students and those who were previously employed on a seasonal basis.

### **Section 10.5 - Mechanic Work**

The Village agrees that it will not assign any mechanic work to be performed by members of the bargaining unit.

### **Section 10.6 - Commercial Driver's License**

The Village shall reimburse each employee for the license fee for the required commercial driver's license. This reimbursement will be paid upon renewal of the current license held by each employee.

## **ARTICLE XI - NO STRIKE - NO LOCKOUT**

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

## **ARTICLE XII - SICK LEAVE**

### **Section 12.1 - Qualifications**

The Employer hereby agrees that Employees, members of Local 705, having served six (6) months of continuous employment with the Village of Forest Park will be eligible for illness allowance privileges provided by the Village of Forest Park, within each three hundred sixty-five

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(365) day period, such period to begin annually on the anniversary of the employee's date of hire. The following are the allowances in terms of regular assigned work week:

**Section 12.2 - Benefits Defined** (Except for Sections E and F)

- A. Between six (6) months and two (2) years of service, up to a maximum of three (3) weeks full pay, after a waiting period of four (4) working days of illness.
- B. Between two (2) years and five (5) years of service, up to a maximum of six (6) weeks full pay, after a waiting period of four (4) working days of illness.
- C. Five (5) years or more service, up to a maximum of thirteen (13) weeks full pay after a waiting period of two (2) working days of illness.
- D. Short term sick leave: A maximum of six (6) paid days at the straight time hourly rate shall be given to the Employee per calendar year, not to be accumulated. The Employee may use one (1) to four (4) days at any one time; after the fourth (4th) consecutive day of absence due to illness, the above provision shall be in effect with the waiting period waived in the event Employee has days available to use. In the event short term days are not available the waiting period will be in effect and enforced.
- E. Any "eligible employee," as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. § 2261 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period, in accordance with the terms and provisions of said Act. For purposes of calculation of the relevant twelve (12) month period, the Village shall utilize a rolling twelve (12) month period, in accordance with the provisions of said Act. The employee should provide the Department Head or his designee thirty (30) calendar days notice, if possible, before taking such leave, or shall provide such notice as is practical, pursuant to the Act.

An eligible employee may elect, or the Village may require the employee, to substitute any of the accrued medical or sick leave, vacation leave or personal leave of the employee for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act. In all other respects, the employee and the Village shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA, as well as the Village's Personnel Policy provisions, as amended from time to time.

- F. Each employee shall notify his superior at the start of the scheduled working day in case of absence due to illness. Each employee shall notify his supervisor at least thirty (30) days before any scheduled doctor's visit when the need for sick leave is foreseeable, or if such notice is not practicable, as soon as the employee becomes aware of the need for such use of sick leave. If the illness lasts two (2) or more days or if there is a repeated occurrence of illness, the supervisor may, at his option, require a medical certificate upon the employee's return to duty. The Employer and the Union mutually agree that any employee making false reports to collect illness pay will be subject to disciplinary action by the Employer.

### **Section 12.3 – Notification**

Each Employee shall notify his superior at the start of the scheduled working day in case of absence due to illness. If the illness lasts two (2) or more days or if there is a repeated occurrence of illness, the Supervisor may, at his option, require a medical certificate upon the Employee's return to duty. The Employer and the Union mutually agree that any Employee, making false reports to collect illness pay, will be subject to disciplinary action by the Employer.

## **ARTICLE XIII - FUNERAL LEAVE**

Three (3) regularly scheduled working days with pay at the straight time hourly rate shall be given to an employee in case of death in the immediate family: father, mother, spouse, civil union partner, child, step child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grand-parents.

## **ARTICLE XIV - HEALTH AND WELFARE FUND**

### **Section 14.1 - Fund & Costs Defined**

The Employer for each regular employee shall pay, effective May 1, 2023, Four Hundred Eighty-Eight Dollars (\$488.00) per week, per employee to Local Union No. 705 Health and Welfare Fund; effective May 1, 2024, such payment shall increase to Five Hundred Eight Dollars (\$508.00) per week, per employee; and effective May 1, 2025, such payment shall increase to Five Hundred Twenty-Eight Dollars (\$528.00) per week, per employee. Local Union No. 705 Health and Welfare Fund (Fund) is an irrevocable Trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement) pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union.

The Fund shall use these payments for the purpose permitted under the Trust Agreement and to provide health, welfare, death and other benefits as permitted by said Trust Agreement, as amended from time to time by Section 302(c) of the Labor-Management and Relations Act of 1947. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the

Trust Agreement, the rules and regulations and all terms used therein; and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

All Health & Welfare rates are subject to adjustment to remain within the actuarial range required to maintain top benefits.

### **Section 14.2 - Employer Payment Conditions**

The Employer payments to the Fund shall be as follows:

- A. The amount per Employee per week shall be paid for each regular Employee covered by this Agreement for any week in which such Employee performs any service for the Employer even when such services are not performed under the terms of this Agreement.
- B. If an Employee is absent because of non-occupational illness or injury, the Employer shall pay the required amount for a period of four (4) weeks.
- C. If an Employee is absent because of occupational illness or injury, the Employer shall make the required payment of a period of twelve (12) months.
- D. The obligation to make the above payments shall continue during periods when a new collective bargaining agreement is being negotiated.
- E. Whenever an employer is not obligated to make payments to the Fund for an absent Employee, the Employee shall make the required payment.
- F. Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation and General Leave provisions of this Agreement.

### **Section 14.3 - Payment During Reserve Military Service**

The Employer shall pay the Health and Welfare contributions while an Employee is on leave of absence for training in the Military Reserves or National Guard, but not to exceed fourteen (14) days. The Employer shall pay Health and Welfare contributions for an employee involuntarily called to active duty status from the Military Reserves or National Guard during periods of war or military conflict, as required by USSERA.

## **ARTICLE XV – SUBCONTRACTING**

The Village shall have the right to subcontract or contract out the following bargaining unit work, or may have non-bargaining unit employees perform the following bargaining unit work: tree work; snow hauling; sewer and water lines maintenance, repairs and replacement; electrical, street lights and traffic lights; landscaping; and larger cement work.

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**ARTICLE XVI - TERM & DURATION**

This Agreement shall be in full force and effect from May 1, 2023 to and including April 30, 2026 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**SIGNED FOR THE UNION:**

**SIGNED FOR THE EMPLOYER:**

**Teamsters Local Union #705, an affiliate  
of the International Brotherhood of  
Teamsters**

**The Village of Forest Park**

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attested To:

\_\_\_\_\_  
Employee Representative

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Employee Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_