



**VILLAGE OF FOREST PARK
COUNCIL MEETING AGENDA**
Monday, November 27, 2023
Lower Level of Village Hall
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 885 6428 5044; Passcode 760219 or click here:
<https://us02web.zoom.us/j/88564285044?pwd=a012bzVQT1E3S1dPNFISOVVoeEdJQT09>

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE NOVEMBER 13, 2023, CIRCLE-HARLEM TIF PUBLIC HEARING
APPROVAL OF THE MINUTES FROM THE NOVEMBER 13, 2023 REGULAR MEETING OF THE COUNCIL

PUBLIC COMMENT: - emailed public comment can be sent to the Deputy Village Clerk Rachell Entler at
rentler@forestpark.net prior to 6:30 p.m. the day of the meeting

COMMUNICATIONS:

DEPARTMENT REPORTS:

1. Fire Department Report
2. Police Department Report

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Circle Harlem Redevelopment Project Area
2. Ordinance Designating the Circle Harlem Redevelopment Project Area of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
3. Ordinance Adopting Tax Increment Allocation Financing for the Circle Harlem Redevelopment Project Area
4. Resolution Authorizing and Directing the Transfer of Funds from the Brown Street Station-Harlem Avenue TIF District to the Circle Harlem TIF District
5. A Resolution Determining the Estimated Property Taxes to be Levied by the Village of Forest Park for the 2023 Tax Year
6. Ordinance Adopting the Amended FY2024 Appropriation Ordinance for Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024
7. Resolution Approving an Intergovernmental Agreement with MWRD for the Green Alley Project
8. Resolution Authorizing Execution of Professional Engineering and Services Proposal from Burke Engineering for Lead Service Line Replacement Project
9. Resolution Authorizing an Application for North Central Council of Mayors Surface Transportation Program (STP) Funds (Circle Avenue - From Franklin to Roosevelt)
10. Resolution Authorizing an Application for North Central Council of Mayors Surface Transportation Program (STP) Funds (Harrison Street - From Desplaines to Harlem)
11. Ordinance Approving and Authorizing the Execution of a Vehicle Parking License Agreement with Currie Motors
12. Motion to Approve and Ratify the Execution of a Maintenance Agreement with Syn-tech Systems, Inc.

13. Motion to Approve and Ratify Execution of Community Center Senior Trip Contracts
14. Motion to Approve and Ratify a Raffle Permit Request by the Howard Mohr Community Center

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT

NOVEMBER 13, 2023
PUBLIC HEARING
PROPOSED CIRCLE HARLEM TIF DISTRICT

The Village Council of the Village of Forest Park, Cook County, Illinois, convened at 6:45 PM on Monday, November 13, 2023, to receive public comment on the proposed redevelopment plan and project for the Circle Harlem TIF District, designation of the boundaries of the Circle Harlem TIF District, and adoption of tax increment allocation financing for the Circle Harlem TIF District.

ROLL CALL

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

Mr. Brett Michaelson and Mr. Phil McKenna of Ryan gave a presentation outlining the TIF fundamentals, TIF Redevelopment Project and Plan, the Village Strategic Planning and Objectives, the TIF Qualification Factors, the Key Elements of the TIF Plan and the Process and Next Steps. The redevelopment plans are based on the 2014 Comprehensive Plan, and the proposed budget for the TIF is \$16,000,000.00. It was discussed that the Joint Review Board met and made a positive recommendation. Further, the Village Council makes approval of all expenses. Any funds left in the existing Brown Street TIF will transfer into this TIF.

WRITTEN COMMENTS

None

COMMENTS FROM VILLAGE OFFICIALS

None

COMMENTS FROM VILLAGE STAFF

None

PUBLIC COMMENT

None

ADJOURNMENT

There being no further business to be addressed, Mayor Hoskins called for a motion to adjourn the Public Hearing.

Commissioner Maxham motioned to adjourn the public hearing and Commissioner Melin-Rogovin seconded the motion.

AYES: Commissioners, Maxham, Melin-Rogovin, Voogd and Mayor Hoskins
NAYS: None

ABSENT: Commissioner Nero

The motion carried. The Hearing adjourned at 7:02 PM.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, NOVEMBER 13, 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 October 23, 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 October 23, 2023, Closed Session meeting of the Council be approved.

ROLL CALL:

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

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

PUBLIC COMMENT

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

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 \$1,655,643.77.

ROLL CALL:

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

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

**R-98-23
APPROVAL OF BILLS IN
THE AMOUNT OF
\$1,655,643.77
APPROVED**

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Ordinance approving an amendment releasing parcels from the Redevelopment Project Area of the Brown Street Station-Harlem Avenue Tax Increment Financing District for the Village of Forest Park, Cook County, Illinois be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

**O-50-23
ORDINANCE RELEASING
PARCELS FROM BROWN
STREET STATION-HARLEM
AVENUE TIF DISTRICT
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance authorizing the sale or disposition of Surplus Property of the Village of Forest Park (transceivers and hard driver) be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

**O-51-23
ORDINANCE AUTHORIZING
SALE OF SURPLUS
PROPERTY
APPROVED**

O-52-23
ORDINANCE AMENDING
CLASS AND NUMBER OF
LIQUOR LICENSES
APPROVED AS AMENDED

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Ordinance amending section 3-3-6, entitled "License Fee and Number" of Chapter 3, entitled "Liquor Control" of Title 3, entitled "Business and License Regulations" of the village code of the Village of Forest Park be adopted.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to amend the number of A licenses from 18 to 17, due to Lathrop House being closed.

ROLL CALL:

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

NAYES: None

ABSENT: Commissioner Nero
The motion carried.

The clerk was instructed to call the roll call on the original motion, as amended.

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 Ordinance granting a conditional use permit for an adult use cannabis infuser in the I-1 District in the Village of Forest Park, Cook County, Illinois re: PZC 2023-04: 1525 Circle be adopted. It was discussed that all loading/unloading will be obscured from public sight and will be a secure area. In addition, all appropriate safety measures will be addressed.

O-53-23
ORDINANCE GRANTING
CONDITIONAL USE PERMIT
FOR CANNABIS INFUSER
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 authorizing the execution of Pay Request #7 for the 2023 Water Main Project to Uno Construction Co., Inc. (Wilcox & Ferdinand) be adopted.

R-99-23
RESOLUTION APPROVING
PAY REQUEST #7 FOR
2023 WATER MAIN
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 approving the 2024 agreement with Edward-Elmhurst Occupational Health Services for a substance abuse random management program in the Village of Forest Park, Illinois be adopted.

**R-100-23
RESOLUTION APPROVING
2024 RANDOM
MANAGEMENT DRUG
TESTING PROGRAM
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 approving Pay Request #1 for the 2023 Wilcox & Ferdinand Motor Fuel Tax (MFT) Resurfacing Improvements project to A Lamp Concrete Contractors, Inc. be adopted.

**R-101-23
RESOLUTION APPROVING
PAY REQUEST #1 FOR
2023 WILCOX &
FERDINAND
RESURFACING
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 authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of one (1) AFSCME Police Department Information Management Desk Clerk Employee be adopted.

**R-102-23
RESOLUTION WAIVING
IMRF HIRING FREEZE RE:
POLICE DESK CLERK
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 authorize and ratify the mayor's signature on a Raffle License for St. Luke and St. Bernardine Parish related to their Game Day fundraising event on November 5, 2023.

**STS. LUKE AND
BERNARDINE RAFFLE
PERMIT APPROVED AND
RATIFIED 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, Rachell Entler, reported that the village's street leaf pickup program ends at the end of November and urged residents to refrain from parking on the street if at all possible to assist Public Works with the program. The Police Department will be holding a Citizen's Police Academy starting in January, 2024. Last, the administrator reported that Village Hall is closed on Thursday and Friday, November 23rd and 24th for the Thanksgiving Holiday and wished all those in attendance a Happy Thanksgiving.

COMMISSIONER'S REPORTS:

Commissioner Maxham reported that her department held a training session for the Planning and Zoning Commission members, which she also attended. The commissioner thanked Director Glinke for his efforts and for holding the training. Last Saturday, District 91 PTO held a Day of Service, benefitting the Forest Park Community Fridge. The commissioner expressed her gratitude to the PTO and all of the volunteers who helped. Commissioner Maxham further thanked Mike Thompson, Joseph Byrnes and the Police Department for the Veteran's Day Ceremony they held. Last, the Chamber's Wine Walk was successfully held on November 4th.

Commissioner Melin-Rogovin reported that she attended the Planning and Zoning Commission training event, the Wine Walk, the Veteran's Day Ceremony, the District 91 Book Fair, the District 209 School event and appreciated both the Arts Alliance and Public Works for holding/setting up the Fiber Flash at Constitution Court. The commissioner expressed her gratitude to all those who attended the Flagpole dedication and flag-raising event, especially the Boy Scouts Troop 107, along with the American Legion. The Historical Society now has a new online map that residents can use to research their house and the village streets. Last, the commissioner attended an Awards Celebration for the Iron Workers of Forest Park, who received an achievement award. The celebration was hosted by Chicago Women in Trades.

Commissioner Voogd reported that the village's inaugural Pumpkin Smash was amazing and the children loved it. The commissioner thanked Geoff Binns-Calvey and Amy Binns-Calvey for their efforts, as well as Tuff Coat and Schauer Hardware for sponsoring the event. Other individuals recognized for their help with the event were Megan Hunt, Public Works Director, Sal Stella, Dylan Ryan, Paul Richards and Dan Marcus. The commissioner visited most of the businesses in Forest Park who provide carry out food, to remind them about the single-use plastic ordinance and

regulations that patrons are required to request the plastic ware. Commissioner Voogd was also thrilled to be invited to the Fiber Flash ribbon cutting ceremony at Constitution Court, thanking Bridget Lane for all her and the Arts Alliance's efforts. Last the commissioner expressed her gratitude to Joseph Byrnes, Michael Thompson and the Forest Park Police Department for the Veteran's Day Ceremony.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:41 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	\$ 3,397.47
Public Affairs	\$ 32,148.28
Police Department	\$ 7,312.90
Community Center	\$ 890.68
Accounts & Finance (Clerks Office)	\$ 43,794.26
Accounts & Finance (Fire Department)	\$ 825.33
Department of Health & Safety	\$ 17,553.57
Streets and Public Improvements	\$ 18,653.13
Public Property	\$ 49,326.45
Seizure	\$ 7,858.00
Federal Customs	\$ 5,084.92
TIF	\$ 15,902.50
VIP	\$ 26,154.16
Water Department	\$ 195,343.84
TOTAL	\$ 424,245.49

ADOPTED BY THE Council of the Village of Forest Park this 27th Day of November, 2023.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2001-002	Daniel Damato	11/08/2023	500.00
100-00-000-4220-225	Four Seasons	08/24/2023	115.00
100-00-000-4220-225	Four Seasons	10/19/2023	70.00
100-00-000-4450-121	Passport Labs Inc	10/31/2023	69.56
100-00-000-4450-130	Passport Labs Inc	10/31/2023	2,395.75
100-00-000-4450-140	Passport Labs Inc	10/31/2023	247.16
Refunds and Allocations			3,397.47



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Del Galdo Law Group LLC	10/01/2023	494.50
100-10-101-6100-100	Del Galdo Law Group LLC	11/01/2023	215.00
100-10-101-6120-160	Techno Consulting Inc	11/11/2023	1,920.00
100-10-101-6120-300	American Express	11/08/2023	1,657.70
100-10-101-6120-305	Kiwanis Club of Forest Park	10/31/2023	800.00
100-10-101-6120-305	Growing Community Media NFP	10/18/2023	250.00
100-10-101-6130-106	Growing Community Media NFP	10/25/2023	265.00
100-10-101-6130-106	Growing Community Media NFP	10/25/2023	265.00
100-10-101-6150-112	Chicago Metropolitan Agency for Planning	11/06/2023	637.81
100-10-101-6150-202	Checkpoint Press Inc	11/04/2023	447.00
100-10-101-6150-220	Anastasie M. Senat	11/13/2023	247.50
100-11-111-6100-120	Techno Consulting Inc	11/01/2023	3,850.00
100-11-111-6110-105	Agilant Solutions Inc	11/06/2023	14,693.00
100-11-111-6110-105	DELL MARKETING LP	09/25/2023	1,554.66
100-11-111-6110-105	DELL MARKETING LP	09/26/2023	1,105.16
100-11-111-6110-105	DELL MARKETING LP	09/28/2023	870.95
100-11-111-6110-110	Agilant Solutions Inc	11/06/2023	1,385.00
100-11-111-6110-110	Agilant Solutions Inc	11/06/2023	590.00
100-11-111-6110-110	Techno Consulting Inc	11/01/2023	900.00
	Public Affairs		32,148.28



Account Number	Vendor	Invoice Date	Amount
100-00-000-2002-006	Municipal Collection Services	10/31/2023	49.99
100-12-121-5005-030	Lewis University	07/15/2023	3,600.00
100-12-121-5005-030	Lewis University	08/17/2023	1,800.00
100-12-123-6145-202	Bio-One Chicago LLC.	11/06/2023	75.00
100-12-123-6145-202	Bio-One Chicago LLC.	11/06/2023	75.00
100-12-123-6145-291	ULINE	10/27/2023	1,164.43
100-12-124-6145-211	SCHAUERS HARDWARE	10/31/2023	80.05
100-12-124-6150-114	Thomson Reuters-West	11/01/2023	468.43
	Police Department		7,312.90



Account Number	Vendor	Invoice Date	Amount
100-15-151-6120-305	Growing Community Media NFP	10/18/2023	720.00
100-15-151-6140-200	SCHAUERS HARDWARE	10/31/2023	35.68
100-15-154-6170-114	BLUE CAB CO.	10/26/2023	40.00
100-15-169-6160-100	Elmhurst Occupational Health	10/31/2023	95.00
	Community Center		890.68



Account Number	Vendor	Invoice Date	Amount
100-21-211-6110-110	Gordon Flesch Co Inc	11/05/2023	56.43
100-21-211-6110-110	Pitney Bowes Inc	07/27/2023	1,220.75
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2023	58.00
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2023	53.00
100-21-211-6140-102	FED EX	11/14/2023	35.79
100-21-211-6140-104	Office 8	11/08/2023	391.92
100-21-211-6140-104	Pitney Bowes Inc	11/07/2023	124.49
100-21-211-6140-104	Quill	10/18/2023	78.24
100-21-211-6140-104	Quill	10/25/2023	68.20
100-21-211-6140-104	Quill	11/01/2023	302.79
100-21-211-6140-104	Quill	11/06/2023	352.99
100-21-211-6140-140	Quill	10/25/2023	89.64
100-21-211-6140-140	Quill	11/01/2023	59.24
100-21-211-6150-100	Growing Community Media NFP	10/25/2023	300.00
100-21-211-6150-112	Municipal Clerks of Illinois	11/13/2023	195.00
100-21-211-6150-122	Illinois GFOA	11/13/2023	20.00
100-21-211-6150-122	IPELRA	11/13/2023	99.00
100-21-211-6150-150	AT&T	11/01/2023	654.14
100-21-211-6150-150	AT&T	11/04/2023	89.64
100-21-211-6150-150	AT&T LONG DISTANCE	11/04/2023	3.00
100-21-211-6160-001	Alliant Insurance Services Inc - 8377	11/14/2023	100.00
100-21-211-6190-003	POLICE PENSION FUND	11/02/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	11/02/2023	8,952.00
100-21-211-7000-080	Pitney Bowes Inc	11/08/2023	198.00
100-22-221-6310-410	Shales McNutt LLC	10/31/2023	21,340.00
Accounts and Finance (Clerks Office)			43,794.26



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	10/31/2023	90.55
100-30-301-6140-200	Mark Maylath	11/02/2023	85.00
100-30-301-7000-040	Witmer Public Safety Group	10/27/2023	211.36
100-30-302-6110-200	Reliable Fire & Security	08/29/2023	411.25
100-30-302-6155-110	Grainger Inc.	11/06/2023	27.17
Accounts and Finance (Fire Department)			825.33



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	11/01/2023	1,755.00
100-40-401-5000-017	Tariq Dandan	11/02/2023	630.00
100-40-401-5000-017	Raymond Traynor	11/13/2023	1,080.00
100-40-401-6140-130	Cloudpermit Inc	10/31/2023	1,500.00
100-40-402-6100-115	Muse Community + Design	10/31/2023	7,337.50
100-40-402-6100-115	Growing Community Media NFP	11/01/2023	119.00
100-40-402-6100-115	Growing Community Media NFP	11/01/2023	119.00
100-40-402-6150-232	Tariq Dandan	11/02/2023	1,072.00
100-40-402-6150-240	Growing Community Media NFP	10/25/2023	50.00
100-40-402-6150-240	Growing Community Media NFP	10/25/2023	126.00
100-40-402-6150-240	Growing Community Media NFP	11/01/2023	119.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/01/2023	1,200.00
100-40-403-6150-226	Cook County Dept of Public Health	10/13/2023	1,800.00
100-40-410-6140-100	Backflow Solutions Inc	11/01/2023	495.00
100-40-410-6140-202	SCHAUERS HARDWARE	10/31/2023	151.07
Department of Health and Safety			17,553.57



Account Number	Vendor	Invoice Date	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	10/31/2023	6.28
100-50-502-6185-102	Lakeshore Recycling Systems LLC	10/31/2023	1,902.55
100-50-502-6185-108	SCHAUERS HARDWARE	10/31/2023	15.28
100-50-502-6185-505	West Cook County Solid Waste	10/31/2023	16,729.02
Streets and Public Improvements			18,653.13



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Paul Richards	10/19/2023	49.68
100-55-552-6180-101	SCHAUERS HARDWARE	10/31/2023	11.68
100-55-552-6180-114	SCHAUERS HARDWARE	10/31/2023	49.04
100-55-552-6180-114	McAdam Landscaping	11/03/2023	376.00
100-55-552-6180-114	McAdam Landscaping	11/03/2023	910.00
100-55-553-6180-160	Com Ed	10/24/2023	54.70
100-55-553-6180-160	Com Ed	10/25/2023	423.19
100-55-553-6180-160	Com Ed	10/25/2023	129.97
100-55-553-6180-160	Com Ed	11/09/2023	479.36
100-55-555-6180-100	SCHAUERS HARDWARE	10/31/2023	32.00
100-55-555-6180-100	Colley Elevator Co	11/01/2023	292.00
100-55-555-6180-100	Quill	10/18/2023	461.24
100-55-555-6180-100	Quill	10/25/2023	289.79
100-55-555-6180-100	Quill	11/01/2023	190.74
100-55-555-6180-130	Comcast	11/01/2023	320.42
100-55-555-6180-130	Case Lots Inc	10/10/2023	565.15
100-55-555-6180-140	SCHAUERS HARDWARE	10/31/2023	104.28
100-55-555-6180-140	Comcast	10/22/2023	188.04
100-55-555-6180-140	Comcast	10/28/2023	2.11
100-55-555-6180-140	Case Lots Inc	11/02/2023	201.05
100-55-555-6180-150	SCHAUERS HARDWARE	10/31/2023	52.15
100-55-570-6155-101	Mohr Oil Company	10/31/2023	13,308.82
100-55-570-6155-106	Currie Motors Chevrolet	10/02/2023	318.75
100-55-570-6155-106	Currie Motors Chevrolet	10/17/2023	150.69
100-55-570-6155-106	Currie Motors Chevrolet	10/23/2023	1,025.34
100-55-570-6155-106	Currie Motors Chevrolet	10/24/2023	148.30
100-55-570-6155-106	Factory Motor Parts Co	10/25/2023	444.54
100-55-570-6155-106	Factory Motor Parts Co	10/25/2023	93.64
100-55-570-6155-106	Factory Motor Parts Co	10/26/2023	154.98
100-55-570-6155-106	Factory Motor Parts Co	10/31/2023	-264.80
100-55-570-6155-106	Factory Motor Parts Co	10/31/2023	-45.00
100-55-570-6155-106	Factory Motor Parts Co	11/01/2023	296.36
100-55-570-6155-106	Factory Motor Parts Co	11/01/2023	29.98
100-55-570-6155-106	Napco Steel Inc	11/03/2023	320.60
100-55-570-6155-106	Wholesale Direct Inc.	11/02/2023	370.91
100-55-570-6155-106	Wholesale Direct Inc.	11/03/2023	805.12
100-55-570-6155-106	Zeigler Ford North Riverside	10/03/2023	142.08



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Zeigler Ford North Riverside	10/05/2023	313.06
100-55-570-6155-106	Zeigler Ford North Riverside	10/12/2023	51.82
100-55-570-6155-106	Zeigler Ford North Riverside	10/12/2023	137.46
100-55-570-6155-106	Zeigler Ford North Riverside	10/17/2023	226.91
100-55-570-6155-106	Zeigler Ford North Riverside	10/26/2023	63.86
100-55-570-6155-110	Snap on Industrial	11/03/2023	135.00
100-55-570-6155-112	Action Transmission & Auto	11/03/2023	2,400.00
100-55-570-6155-112	Arlington Power Equipment Inc	09/21/2023	1,492.09
100-55-570-6155-112	Currie Motors Chevrolet	10/05/2023	474.14
100-55-570-6155-112	D & K Truck Safety Lanes	10/31/2023	80.00
100-55-570-6155-112	Fire Service Inc	11/08/2023	1,900.00
100-55-570-6155-112	Fire Service Inc	11/08/2023	10,094.02
100-55-570-6155-112	Fire Service Inc	11/09/2023	6,359.00
100-55-570-6155-112	Henderson Products Inc.	11/09/2023	1,418.65
100-55-570-6155-112	Metro Garage Inc	10/02/2023	25.00
100-55-570-6155-112	Standard Equipment Co.	07/10/2023	1,447.64
100-55-570-6155-202	Berwyn Garage	10/23/2023	112.84
100-55-570-6155-202	Berwyn Garage	10/23/2023	112.06
Public Property			49,326.45



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Joshua Tillman	11/15/2023	871.00
230-00-000-6900-230	Ray O'Herron Co Inc	11/09/2023	750.00
230-00-000-6900-230	Secretary of State	11/27/2023	151.00
230-00-000-6900-230	SkimOil LLC	10/30/2023	6,086.00
		Seizure	7,858.00



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	10/22/2023	173.05
232-00-000-6900-232	CDS Office Technologies	09/06/2023	3,480.00
232-00-000-6900-232	Motorola Solutions StarCom21 Network	11/01/2023	120.00
232-00-000-6900-232	Ray O'Herron Co Inc	10/31/2023	844.23
232-00-000-6900-232	Techno Consulting Inc	11/13/2023	467.64
	Federal Customs		5,084.92



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	11/13/2023	2,421.50
304-00-000-6180-114	McAdam Landscaping	11/03/2023	911.00
304-00-000-6185-700	Irrigation Systems Halloran & Yauch Inc	11/02/2023	600.00
304-00-000-6185-700	Robert R Andreas & Sons Inc	11/07/2023	5,985.00
304-00-000-6185-700	Robert R Andreas & Sons Inc	11/07/2023	5,985.00
		TIF	15,902.50



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	11/13/2023	2,173.16
312-00-000-6180-114	McAdam Landscaping	11/03/2023	911.00
312-00-000-7000-108	Christopher Burke Engineering LTD	11/13/2023	700.00
312-00-000-7000-109	Christopher Burke Engineering LTD	11/13/2023	19,960.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/13/2023	705.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/13/2023	585.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/13/2023	1,120.00
VIP			26,154.16

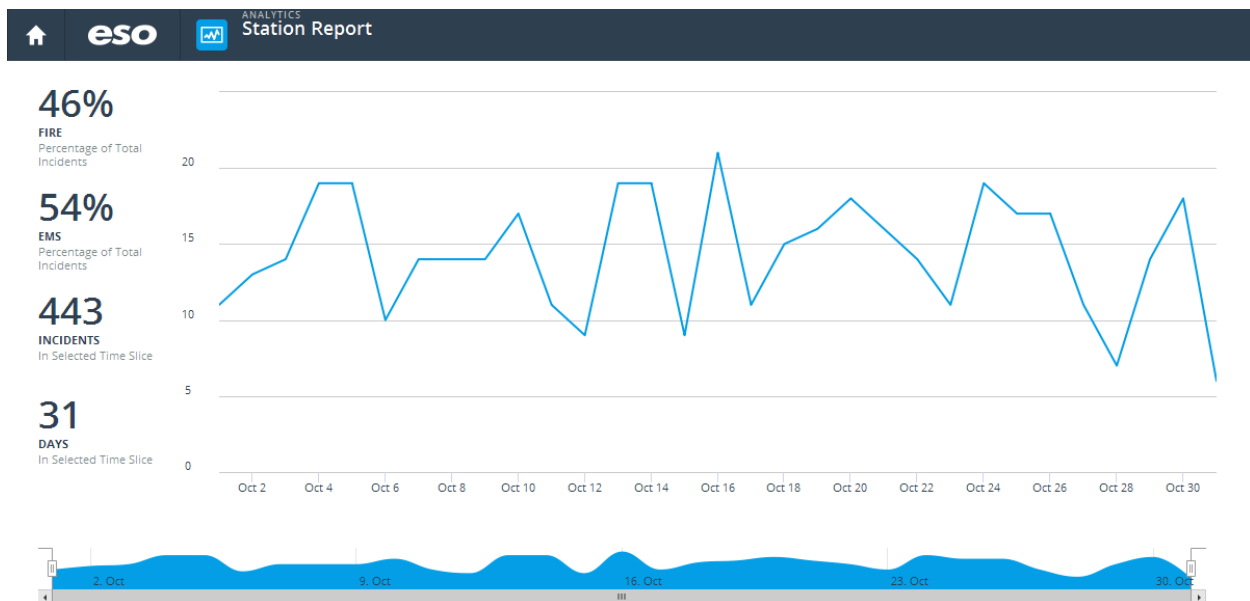


Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	11/13/2023	470.00
501-80-800-6150-112	American Water Works Assoc	10/24/2023	83.00
501-80-800-6150-154	Com Ed	10/25/2023	61.09
501-80-800-6150-154	Com Ed	10/25/2023	21.02
501-80-800-6150-154	Com Ed	10/26/2023	33.43
501-80-800-6150-154	Com Ed	11/08/2023	102.29
501-80-800-6150-154	Constellation Energy Services Inc	10/25/2023	2,959.62
501-80-800-6150-154	Constellation Energy Services Inc	10/27/2023	258.54
501-80-800-6150-156	NICOR	11/02/2023	64.39
501-80-800-6150-156	NICOR	11/02/2023	217.66
501-80-800-6800-100	City of Chicago	11/09/2023	163,265.55
501-80-800-6800-111	Suburban Laboratories Inc	10/30/2023	247.50
501-80-800-6800-151	Core & Main LP	10/27/2023	1,783.56
501-80-800-6800-151	Core & Main LP	11/02/2023	366.82
501-80-800-6800-151	Riccio Construction Corporation	10/31/2023	14,356.63
501-80-800-6800-153	SCHAUERS HARDWARE	10/31/2023	6.74
501-80-800-6800-176	Core & Main LP	10/27/2023	616.00
501-80-800-7000-020	Christopher Burke Engineering LTD	11/13/2023	5,080.00
501-80-800-7000-020	Christopher Burke Engineering LTD	11/13/2023	4,930.00
501-80-800-7000-020	Christopher Burke Engineering LTD	11/13/2023	420.00
Water Department			195,343.84

**FOREST PARK
FIRE DEPARTMENT**



OCTOBER 2023



Calls

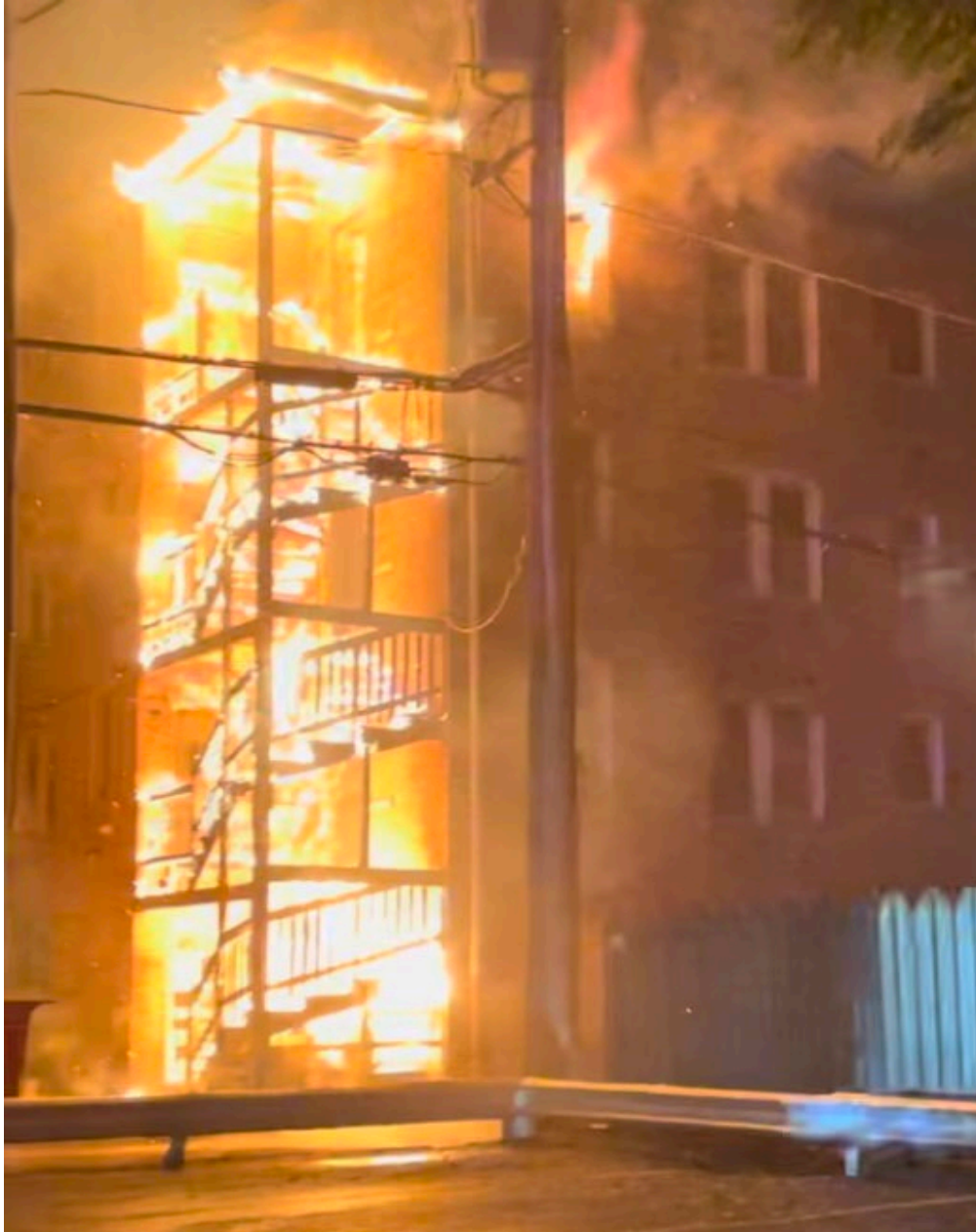
The Fire Department responded to **443 calls** in the month of October. That is an average of 14.2 calls per day for the month. This is a record for number of calls in a month for the FD. 54% of the calls were for EMS. 46% were for fire/service calls.

Major Incidents:

- | | |
|------------|---|
| 10/20/2023 | 234 Maple Oak Park – Structure Fire |
| 10/27/2023 | Parkys Car into the building |
| 10/29/2023 | 206 Desplaines Forest Park – Dryer fire |

10/20/2023

234 Maple - Oak Park



Forest Park Crew performed search and helped with extinguishment at this large apartment fire in Oak Park.

10/20/2023

234 Maple - Oak Park



10/29/2023

206 Desplaines Forest Park – Dryer fire

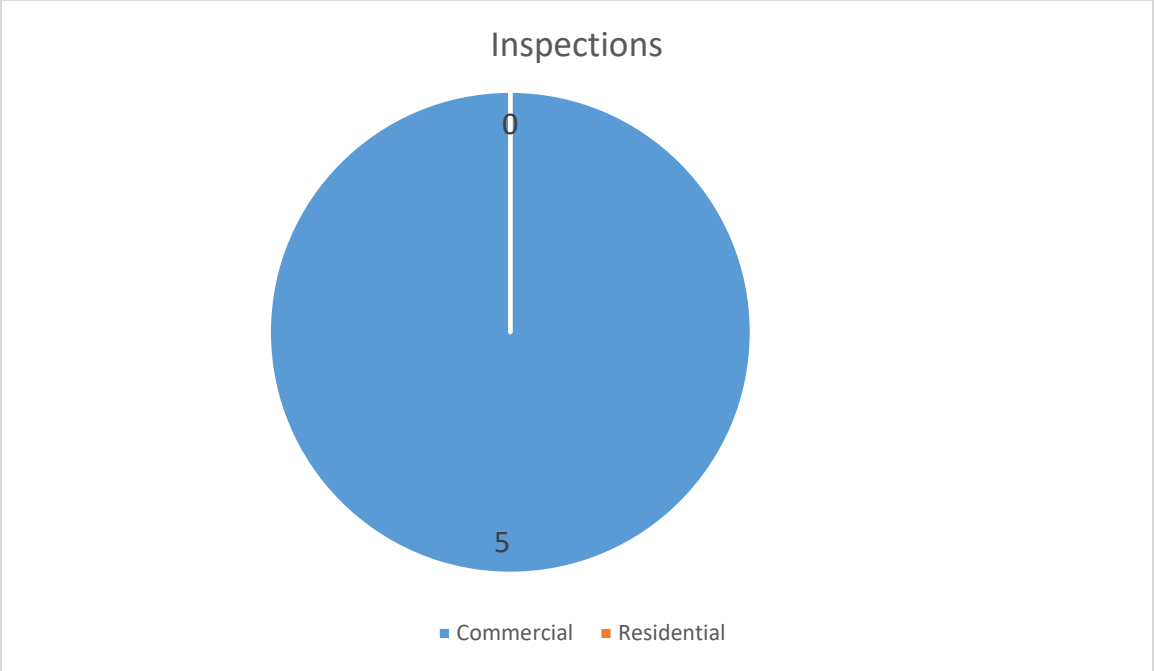


Multiple crews were used to make sure the dryer fire was out and there was no extension of the fire into the ceiling area. Large amount of smoke was removed from the business.

10/27/2023 Parkys Car into building



Crew made sure there were no injuries. Crew assessed building for structural integrity.



Inspections

Residential inspections: None

Commercial inspections total: 5

Training

October 2023

FPFD

- | | |
|-------------------------|-----|
| • EMS CE | 9 |
| • Extrication Class | 4 |
| • Extrication Practical | 6 |
| • Fire Critique | 4.5 |
| • Hydrants | 2.5 |
| • Saw In-Service | 1.5 |

Total = 27.5

Outside Drills

Total = 0

Other Activities

- | | |
|--------------------------|----|
| ○ Meeting | 8 |
| ○ Data Base | 17 |
| ○ Seminars | 0 |
| ○ Scheduling | 5 |
| ○ General Administration | 20 |

Total = 50

The FD had extrication training this month at NOBS Towing.



Crews are learning new techniques to keep up with the ever-changing auto industry. Thanks to NOBS for providing the cars and safe area to train.

We had a VIP student participate in training!



Child Safety Seat Installations – 1 car seat install was done

Community Involvement- The FD attended 7 Block parties this month, and the Casket Races on 10/21/23.

What's it like to be up 100 foot in the Basket? Ask these brave ladies.





THE NEW SVG

Forest Park
Forest Park
Police Department
Police Department

September - October
2023

Monthly Report
Monthly Report



September / October 2023

Following are activities related to the Forest Park Police Department that took place in September and October 2023:

- September 9, 2023 – Hispanofest Parade – Melrose Park – Aux. Fluker and Aux. Curtis
- September 16, 2023 – 29th Annual Firefighters Softball Tournament – Schaumburg – Forest Park PD Team 1st Place



- September 17, 2023 – Casper Lauer Motorcycle Ride Escort – Aux. O'Mara

AMERICAN KNIGHTS M/C OF CHICAGO
CASPER LAUER
Police Memorial Motorcycle Run
 Benefiting Police Charities, Gold Star Families, Police Survivors, National Law Enforcement Memorial



300+ Riders Showing Support for police Officers named in the honor of "Casper Lauer" one of the first Chicago Police Officers to be "Killed in the line of duty" and dedicated to all Police Officers in the nation killed serving their communities.

All Police and Civilian Motorcyclists of any manufacturer and all non motorcyclists are welcome to be our guests, as we remember and celebrate the lives of Police Officers through out the nation "Killed in the line of duty" and support their survivors.

SUNDAY, SEPTEMBER 17, 2023

Registration starts at	9AM
Motorcycle motorcade leaves	10AM
AKMC Clubhouse	5049 W. LAKE ST. CHICAGO, IL
Ride ends at AKMC Clubhouse	12PM
Memorial Party starts at	5049 W. LAKE ST. CHICAGO, IL
AKMC Clubhouse	

- September 18, 2023 – Lt. Miller Begins Northwestern University Center for Public Safety Police School of Staff and Command – Carol Stream
- October 7, 2023 – Tour De Proviso – Escort – Aux. Curtis
- October 8, 2023 – Houby Day Parade – Cicero – Aux. Fluker and Aux. Curtis

- October 10, 2023 – Ofc. Caines Promoted to the Rank of Sergeant



- October 9, 2023 – Columbus Day Parade – Chicago – Ofc. Marti



- October 21, 2023 – Casket Races – Auxiliary Officers provided Security
 - FPPD Casket Race Team – 2nd Place
 - DC Chin
 - Ofc. Riglos
 - Ofc. Solms
 - Ofc. Herigodt
 - Ofc. Printz

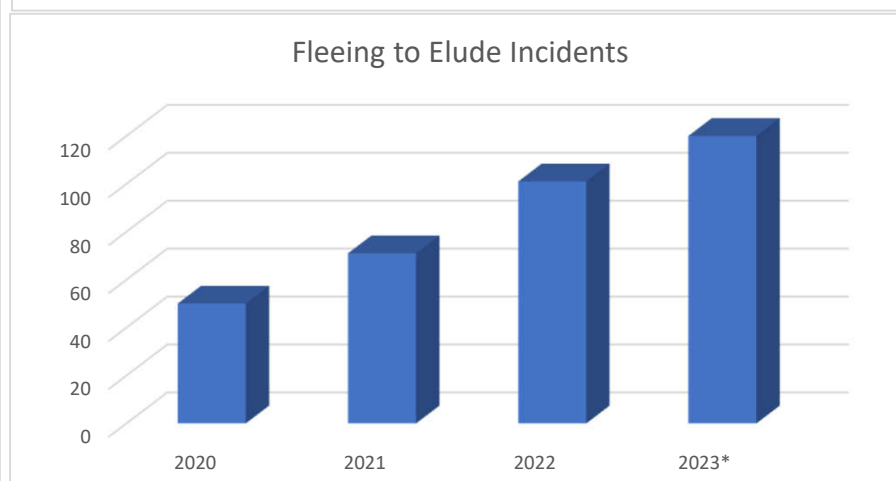
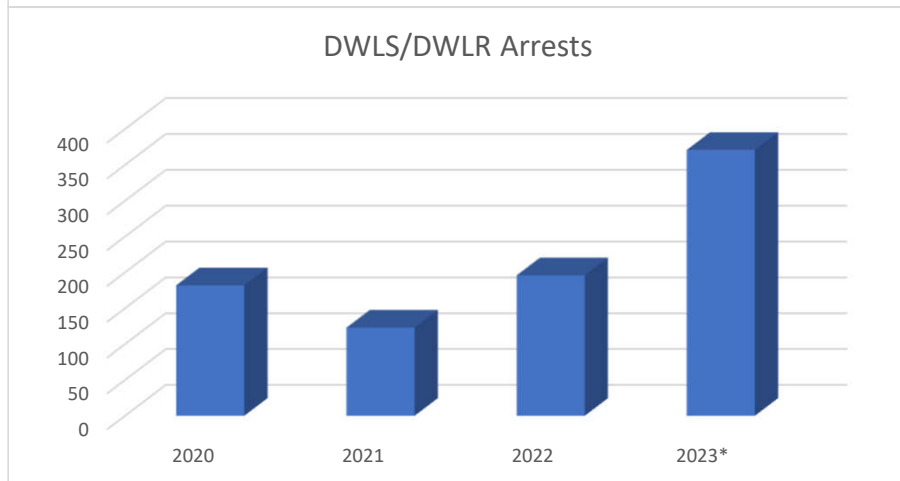
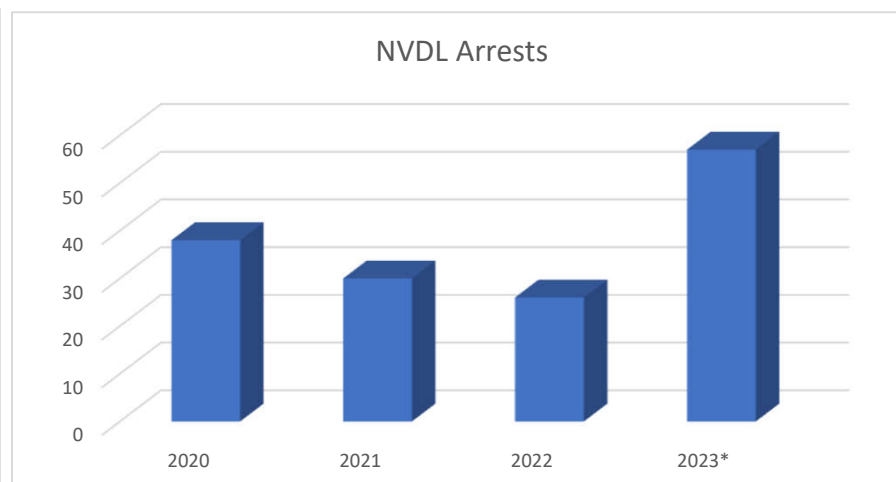
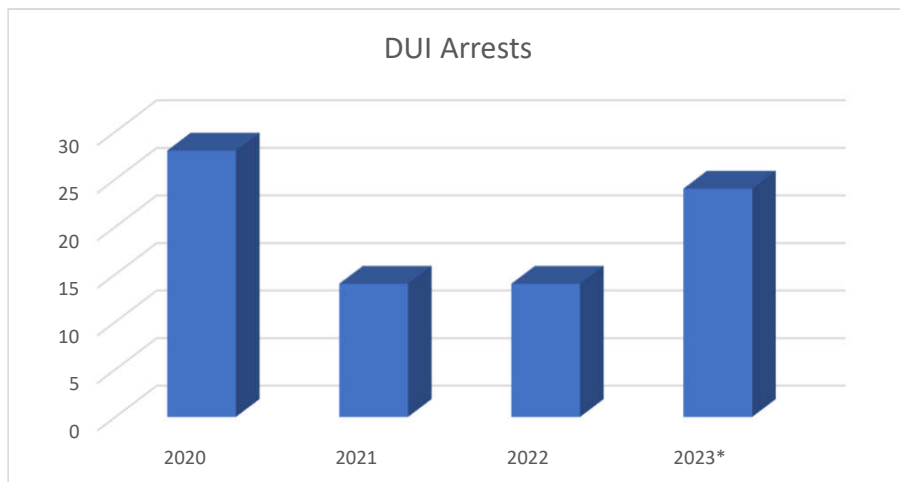




- October 27, 2023 – Swearing In -- Aux Ofc. W. Keohane and K. Kobela
- October 27, 2023 – Bank the Blue Gala – Rosemont – Chief Gross, Lt. Miller and Det. Hickey
 - <https://bankthebluegala.com/>
- October 29, 2023 – November 3, 2023 – Personnel Board of Jefferson County, Alabama – Police Sheriff Captain Exam Assessments Process – Chief Gross

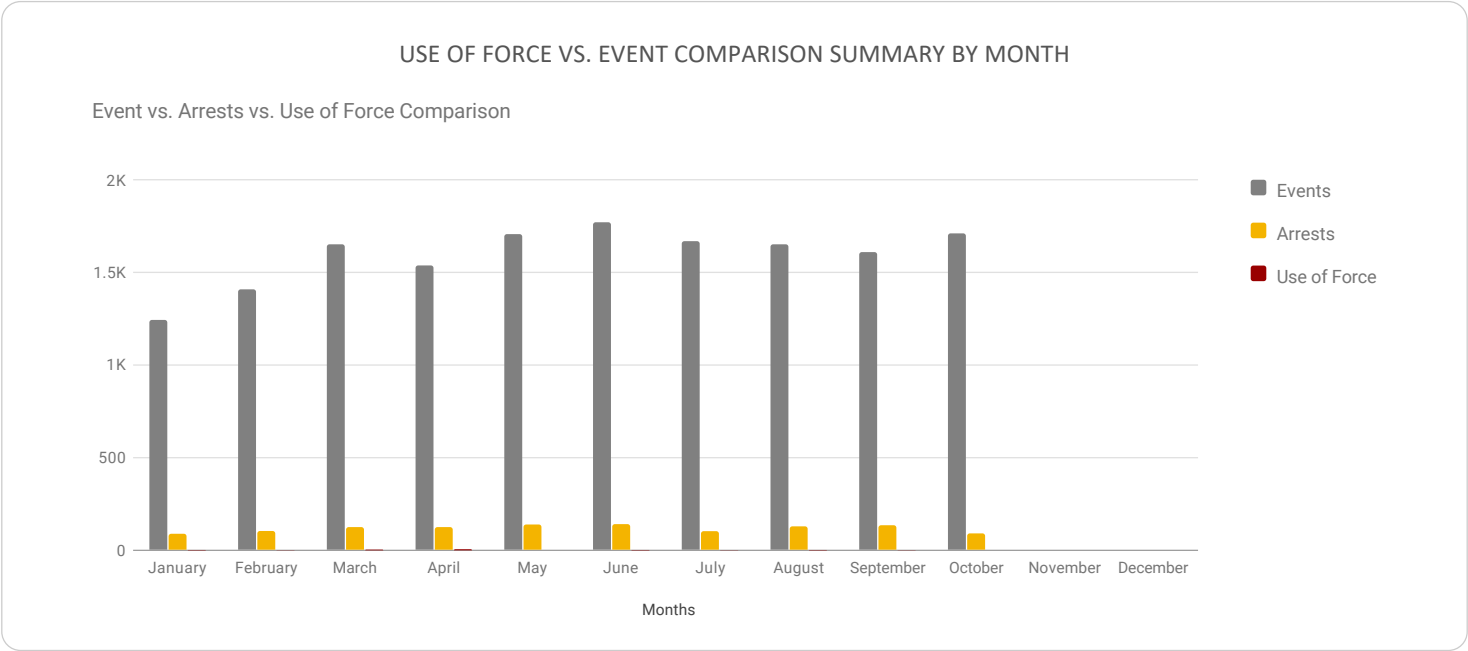
	DUI Arrests	DWLS/DWLR Arrests	NVDL Arrests	Fleeing to Elude Incidents
2020	28	182	38	50
2021	14	123	30	71
2022	14	196	26	101
2023*	24	371	57	120

*** Through October 25, 2023 at approxiamtely 1100hrs**



Forest Park Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2023)



2023 Events vs. Use Of Force

Total Events:15993

Use of Force Incidents:19

0.12%

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1247	2	0.16%
February	1412	1	0.07%
March	1655	4	0.24%
April	1541	6	0.39%
May	1710	0	0.00%
June	1774	2	0.11%
July	1672	1	0.06%
August	1655	2	0.12%
September	1613	1	0.06%
October	1714	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

2023 Arrests vs. Use Of Force

Total Arrests:1221

Use of Force Incidents:19

1.56%

MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	93	2	2.15%
February	108	1	0.93%
March	129	4	3.10%
April	129	6	4.65%
May	143	0	0.00%
June	145	2	1.38%
July	107	1	0.93%
August	133	2	1.50%
September	139	1	0.72%
October	95	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

Forest Park Police Department

DASHBOARD - USE OF FORCE - CUSTOM
(1/1/2023 - 10/31/2023)TOTAL
INCIDENTS

26

OPEN

0

PENDING
ASSIGNED

6

PENDING
REVIEW

2

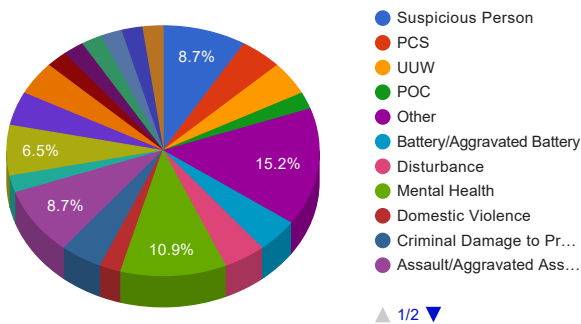
PENDING
APPROVAL

0

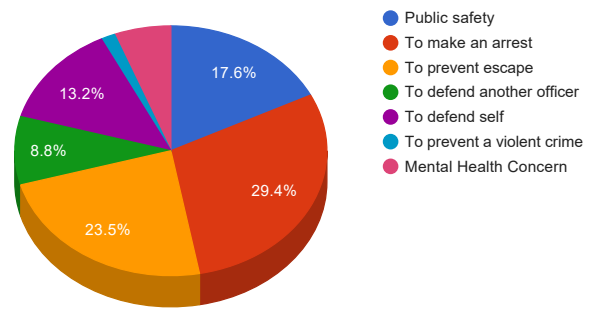
COMPLETE

18

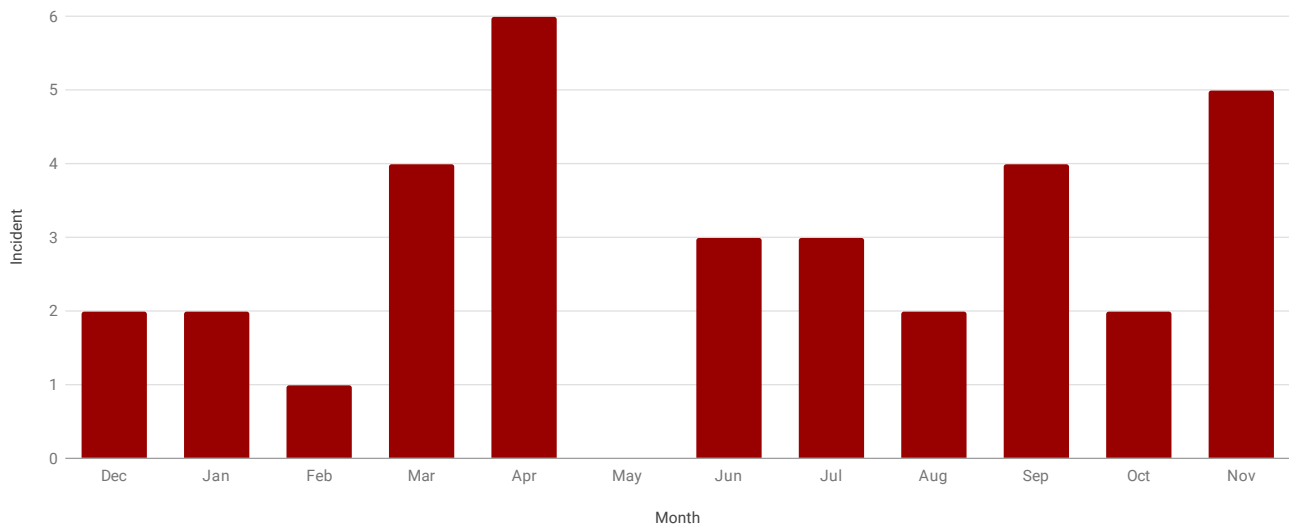
INCIDENT TYPE



REASON FOR DEFENSIVE ACTION

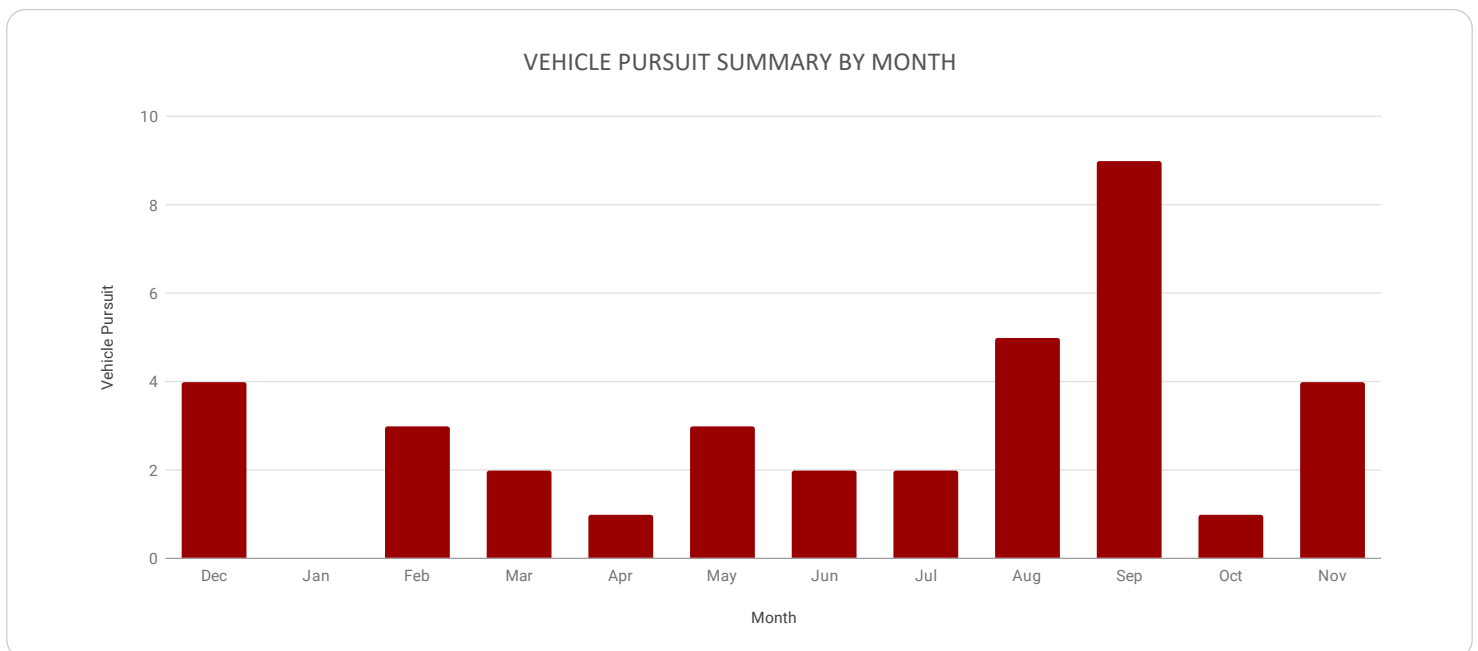
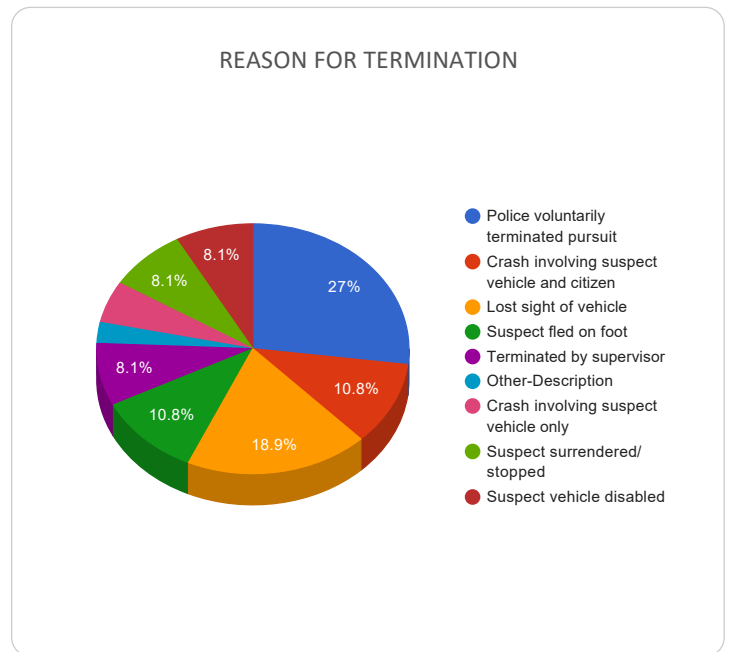
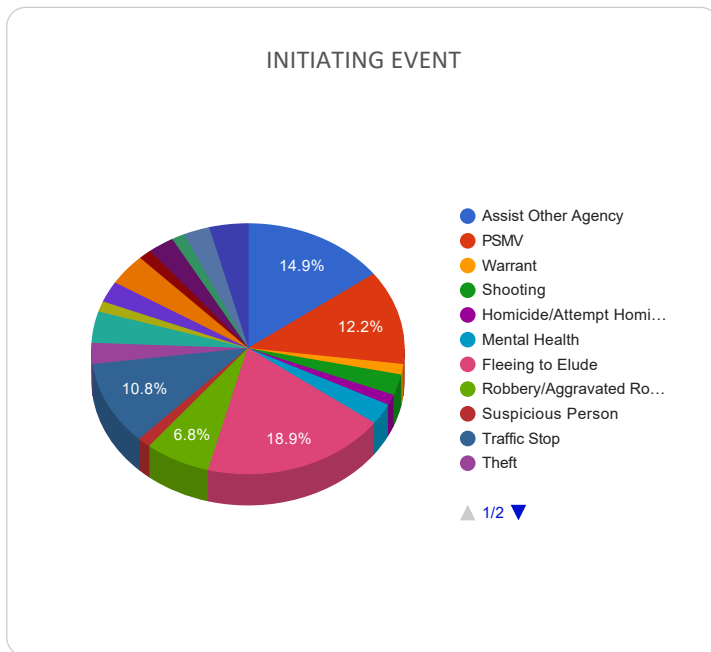
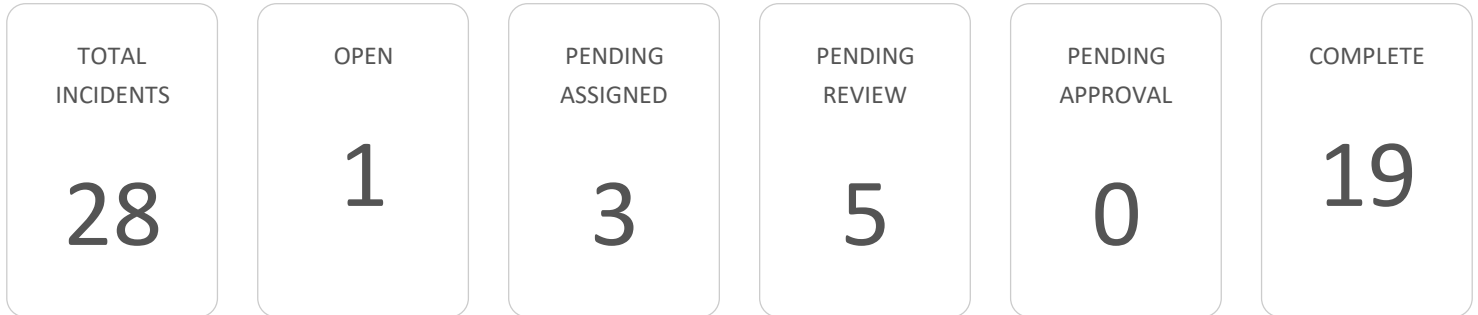


USE OF FORCE SUMMARY BY MONTH



Forest Park Police Department

DASHBOARD - VEHICLE PURSUIT - CUSTOM (1/1/2023 - 10/31/2023)





Cook County State's Attorney's Office (CCSAO) September 2023 Report

Forest Park

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

1. Adult Felony Review & Prosecution

a) Overall

In September 2023, the CCSAO reviewed and made a charging decision for 3 adult felony cases in Forest Park. 3 cases were approved resulting in a **100% approval rate**. Overall, the CCSAO prosecuted 9 cases, and 8 of those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 6 were convicted, a **75% conviction rate**. The overall cases, including law enforcement direct file cases, where the CCSAO is not making charging decisions, 7 were convicted, a **78% conviction rate**.

Area	Felony Review			Prosecution Overall			Prosecution of SAO Filed		
	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate
Forest Park	3	3	100%	9	7	78%	8	6	75%
Cook County	1,358	1,145	84%	1,912	1,367	71%	1,534	1,238	81%

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Aggravated DUI	1	1	100%	Unlawful Use of Weapons	3	2	67%
2	Other Offense	1	1	100%	Aggravated Battery Police Officer	1	1	100%
3	Possession of Stolen Motor Vehicle	1	1	100%	Aggravated Fleeing and Eluding	1	1	100%
4	--	--	--	--	Burglary	1	1	100%
5	--	--	--	--	Driving With Suspended/Revoked License	1	1	100%

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	483	427	88%	Unlawful Use of Weapons	619	471	76%
2	Retail Theft	74	53	72%	Narcotics	400	141	35%
3	Sex Crimes	69	37	54%	Burglary	93	87	94%
4	Possession of Stolen Motor Vehicle	67	53	79%	Aggravated DUI	89	82	92%
5	Burglary	66	51	77%	Aggravated Battery Police Officer	65	56	86%

c) Felony Review & Prosecution by Race

Race	Forest Park						Cook County					
	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	3	3	100%	7	6	86%	846	747	88%	1,270	891	70%
White	0	0	--	0	0	--	136	115	85%	211	158	75%
Latinx	0	0	--	2	1	50%	239	203	85%	339	263	78%
Asian	0	0	--	0	0	--	5	4	80%	14	10	71%
Biracial	0	0	--	0	0	--	15	12	80%	14	12	86%
Other	0	0	--	0	0	--	0	0	--	0	0	--
Unknown	0	0	--	0	0	--	228	170	75%	59	30	51%



2. Adult Felony Diversion

a) Overall

In September 2023, the CCSAO referred 1 defendant in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 0 defendants failed their diversion program.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	1	0	0	--
Cook County	144	57	28	67%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Possession of Stolen Motor Vehicle	1	0	0	--

Cook County

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	76	46	13	78%
2	Unlawful Use of Weapons	18	1	1	50%
3	Retail Theft	8	1	3	25%
4	Theft	8	1	2	33%
5	Possession of Stolen Motor Vehicle	6	1	0	100%

c) Diversion by Race

Forest Park

Cook County

Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	0	--	72	34	19	64%
White	0	0	0	--	22	6	5	55%
Latinx	1	0	0	--	29	12	2	86%
Asian	0	0	0	--	1	2	1	67%
Biracial	0	0	0	--	1	0	0	--
Other	0	0	0	--	0	0	0	--
Unknown	0	0	0	--	19	3	1	75%

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

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

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



Cook County State's Attorney's Office (CCSAO) October 2023 Report Forest Park

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

1. Adult Felony Review & Prosecution

a) Overall

In October 2023, the CCSAO reviewed and made a charging decision for 9 adult felony cases in Forest Park. 9 cases were approved resulting in a **100% approval rate**. Overall, the CCSAO prosecuted 7 cases, and all those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 5 were convicted, a **71% conviction rate**.

Area	Felony Review			Prosecution Overall			Prosecution of SAO Filed		
	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate
Forest Park	9	9	100%	7	5	71%	7	5	71%
Cook County	1,373	1,138	83%	1,464	1,045	71%	1,170	930	79%

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	3	3	100%	Aggravated DUI	1	1	100%
2	Possession of Stolen Motor Vehicle	2	2	100%	Domestic Violence	1	1	100%
3	Aggravated Battery	1	1	100%	Driving With Suspended/Revoked License	1	1	100%
4	Aggravated DUI	1	1	100%	Failure to Register as a Sex Offender	1	1	100%
5	Fraudulent ID	1	1	100%	Other Offense	1	0	0%

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	435	384	88%	Unlawful Use of Weapons	478	369	77%
2	Retail Theft	97	64	66%	Narcotics	303	119	39%
3	Sex Crimes	97	63	65%	Aggravated DUI	68	63	93%
4	Aggravated Battery Police Officer	78	77	99%	Aggravated Battery Police Officer	61	51	84%
5	Possession of Stolen Motor Vehicle	74	56	76%	Retail Theft	58	43	74%

c) Felony Review & Prosecution by Race

Race	Forest Park						Cook County					
	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	9	9	100%	4	2	50%	767	640	83%	1,028	722	70%
White	0	0	--	1	1	100%	140	121	86%	157	109	69%
Latinx	0	0	--	2	2	100%	252	218	87%	214	177	83%
Asian	0	0	--	0	0	--	11	9	82%	9	6	67%
Biracial	0	0	--	0	0	--	3	3	100%	12	11	92%
Other	0	0	--	0	0	--	1	1	100%	0	0	--
Unknown	0	0	--	0	0	--	317	245	77%	42	18	43%

2. Adult Felony Diversion



a) Overall

In October 2023, the CCSAO referred 0 defendants in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 1 defendant failed their diversion program. The overall graduation rate is 0%.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	0	0	1	0%
Cook County	123	32	36	47%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Vehicular Hijacking	0	0	1	0%

Cook County

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	49	16	10	62%
2	Theft	14	2	0	100%
3	Burglary	13	2	3	40%
4	Unlawful Use of Weapons	10	0	1	0%
5	Aggravated Battery Police Officer	6	2	2	50%

c) Diversion by Race

Forest Park

Cook County

Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	1	0%	72	15	23	39%
White	0	0	0	--	19	7	11	39%
Latinx	0	0	0	--	10	2	2	50%
Asian	0	0	0	--	2	1	0	100%
Biracial	0	0	0	--	2	0	0	--
Other	0	0	0	--	0	0	0	--
Unknown	0	0	0	--	18	7	0	100%

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

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

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



Village of
BELLWOOD
Your Family Is Our Future



**BELLWOOD POLICE
DEPARTMENT**

**Jiminez Allen
Chief of Police**

MAYOR

André F. Harvey

September 18, 2023

VILLAGE CLERK

Janel Moreland

TRUSTEES

Jophelia Boston

Michael J. Ciavattone

Annie N. Delgado

Gloria J. Holman

Ronald Nightengale

M.C. Robinson

*Chief Ken Gross
Forest Park Police Department
517 Des Plaines Avenue
Forest Park, Illinois 60130*

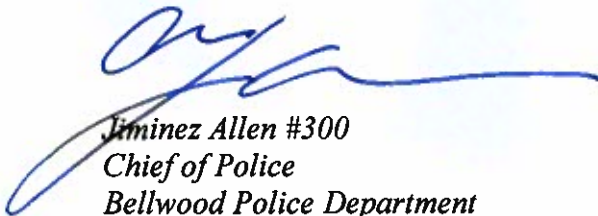
Dear Chief Gross,

I am writing to express my gratitude for the exceptional support your agency provided for the ILEAS mutual aid callout during our annual fest in our jurisdiction on August 12 through August 13, 2023.

The response from all the responding agencies was crucial to securing the area and making sure all our guests and the community were safe. All the Officers who responded acted professionally through their time here.

As with any callout of this magnitude we understand it may have caused a strain on your department during the absence of the Officer from your department and we appreciate it. It just goes to show how collaboration with the ILEAS team strengthens not only our community but numerous communities throughout the State of Illinois.

Sincerely,



**Jiminez Allen #300
Chief of Police
Bellwood Police Department**



INTERNATIONAL ANNUAL HOUBY PARADE 2023

Sunday, October 8th, 2023

12:00 noon. From Cicero City Hall- 50th Ave. Line Up - Cermak Ave. to Austin Blvd. Registration Deadline: September 30th 2023.

GUIDELINES AND REGISTRATION

- A sign with the parade position number will be provided at registration time.
- Number must be visibly displayed in the front side of the driver glass of the vehicle pulling the float.
- Upon arrival at Austin proceed to Austin BLVD. to disband.
- All floats and groups participating are encouraged to wear culturally appropriate costumes (if applicable) or be dressed in a way that identifies members as part of a group.

Important: Candies or edibles should be wrapped.

The Town of Cicero has the right to refuse any participant

Waiver

I agree to indemnify and hold harmless the Town of Cicero and its agents, servants, employees, subcontractors, volunteers from any injuries and/or damages to others that may result from my operation of said vehicle/float, and to defend all parties against any claims arising out of my operation of said vehicle/float. In the event of litigation cost or attorney's fees, I/We agree to defend and hold harmless The Town Of Cicero and its agents, servants, employees, subcontractors, volunteers from any such cost. This agreement is the final writing and supersedes any prior negotiations. I declare under penalty of perjury that the foregoing is true and correct.

Political Waiver

I/We hereby agree that I/We are a Non-Political Campaign/Group that will not be displaying any political advertising, passing of literature or any propaganda of any kind. I/We agree that the Town of Cicero and its agents, servant's employees, subcontractors and volunteers will not be allowing any entry to the parade line-up without an entry form and /or fee (if applicable) . I/We agree that if my entry is discovered to have political advertising, demonstrating against/for political issues, or to be distributing political advertising, will be removed from the parade immediately without refund of fees. **If you are campaigning, there must be a form submitted with the appropriate fee of \$2,500.** No last-minute applications will be accepted on the day of the parade. You will be denied entry. All applications are to be submitted by September 30th, 2023 before 5pm. I have read and understand the parade guidelines.



TOWN OF CICERO

Special Events

4949 W. CERMAK ROAD
CICERO IL, 60804
708-656-3600 EXT 158

Larry Dominick
Town President

Patricia Sturdevant
Special Events Director

August 17th, 2023

To Whom it May Concern,

We are writing to invite you to help us celebrate the 55th Anniversary of Houby and to allow our community to show their support for all first responders in the Parade on October 8. We would be honored if you would attend and participate with an emergency response or military vehicle.

Every year, more than 20,000 people come out to celebrate the annual Houby Day Parade, which is coordinated by the Town of Cicero along Cermak Road to recognize a longstanding celebration of culture and heritage.

The theme changes each year to honor individuals, public service organizations, our military, or widely recognized celebrities who inspire the public to do good things.

This year, the 55th Annual Houby Day celebration will be held Oct. 5 thru Oct. 8, 2023, the parade will be held Sunday, Oct. 8, kicking off at Noon in Cicero on Cermak and 50th.

Each year we honor the Firefighters, Police and Military Personnel to help the communities come together to celebrate the sacrifices that these individuals make for our community and country year after year.

The Houby Day celebration and parade are an example of how cultures meet and work together. Although Houby Day was created 55 years ago to recognize the cultural heritage of the Czech community, today the parade also attracts many other ethnic groups including a strong presence and the support of the Mexican American community.

The Town of Cicero is proud to host this festival and parade each year and we are especially excited to be able to make a powerful statement in support of our First Responders and Military Personal who make it their life goal to serve us as a community of citizens.

This event is free for all Police and Fire Departments and all of the Military Branches. Included is your free application please return it via email or by email to the address on the application.

Please feel free to contact our Houby Day coordinator Patti Sturdevant at PSturdevant@TheTownofCicero.com or at 708-656-3600 ext. 153 should you have any questions about the festival, the parade itself and coordinating your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Dominick", with a stylized, flowing script.

Larry Dominick

***Congratulations
Forest Park
Kiwanis Club
on the
achievement of reaching
100 years of service to
the community***



**Forest Park Police Department
Commander Ken Gross and Family**



**McGaffer's
7737 Roosevelt Road,
Forest Park, IL
Pat Malone Proprietor**

**Congratulations to the
Kiwanis Club of Forest Park on 100 years
of service to the community**



KIWANIS CLUB OF FOREST PARK

Celebrating 100 Years of Service

1923 – 2023

P.O. Box 514
Forest Park, IL 60130



October 14, 2023

Village of Forest Park – Police Chief Ken Gross

517 Des Plaines Avenue

Forest Park, IL 60130

RE: Thank you for supporting the 100th Anniversary Celebration

Dear CHIEF Gross of the Village of Forest Park:

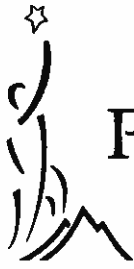
On September 30, 2023, Fearon Hall was alive with music, food from all local Forest Park restaurants, memories, big smiles, stories shared and a gathering of Kiwanis members from near and far to celebrate the 100 years of the Forest Park Kiwanis Club. We were so excited that you could be part of the celebration by your family ad in the program book, a copy which I have enclosed. I do apologize for the typo of listing you as Commander and not Chief of Police, but we all know, you are the "lead guy", "top cop" and "head honcho" in the Forest Park Police Department.

The Kiwanis Club of Forest Park was so glad members of the community, like you made their presence known by supporting the program book. As a small token of our appreciation, Chief Gross please accept this Forest Park 100th Anniversary t-shirt and coin! The Forest Park Kiwanis Club looks forward to collaborating with you and the Village for events in the future to help the community!

Thank you again for all your help in making the event a great success. Here's to another 100 years of giving to the children of the world and Forest Park!

Kristen M. Lyons

President 2022 ~ 2023 Kiwanis Club of Forest Park

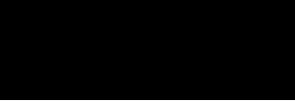


Personnel Board of Jefferson County

The Foundation of Your Merit System Career

November 6, 2023

Chief Ken Gross



Dear Chief Gross:

I would like to thank you on behalf of the Personnel Board of Jefferson County for assisting us in the recent Police/Sheriff Captain Exam Assessment Process. Your knowledge and expertise were extremely valuable. Especially helpful was your dedication and hard work. The process would not have been successful without you.

We understand that your time is valuable to both you and your organization, so please extend our thanks as well to the members of your agency. If you have any questions or if we can reciprocate by providing you with assistance in the future, please contact Marty Alber at [REDACTED] or at [REDACTED]

Thank you, again, for your time and effort. We hope to see you in the future.

Sincerely,

Jeffrey Crenshaw, Director
Personnel Board of Jefferson County



2121 Rev. Abraham Woods, Jr., Blvd, Suite 100 Birmingham, Alabama 35203-2387
(205)279-3500 or toll-free (866)241-9001
www.pbjcal.org

Bessemer Birmingham Centerpoint Emergency Management Fairfield Fultondale Gardendale Graysville Homewood Hueytown Irondale
Jefferson County Jefferson County Health Department Leeds Midfield Mountain Brook Pleasant Grove Tarrant City Trussville
Vestavia Hills Warrior

Forest Park Police Department

CAD Call Statistics

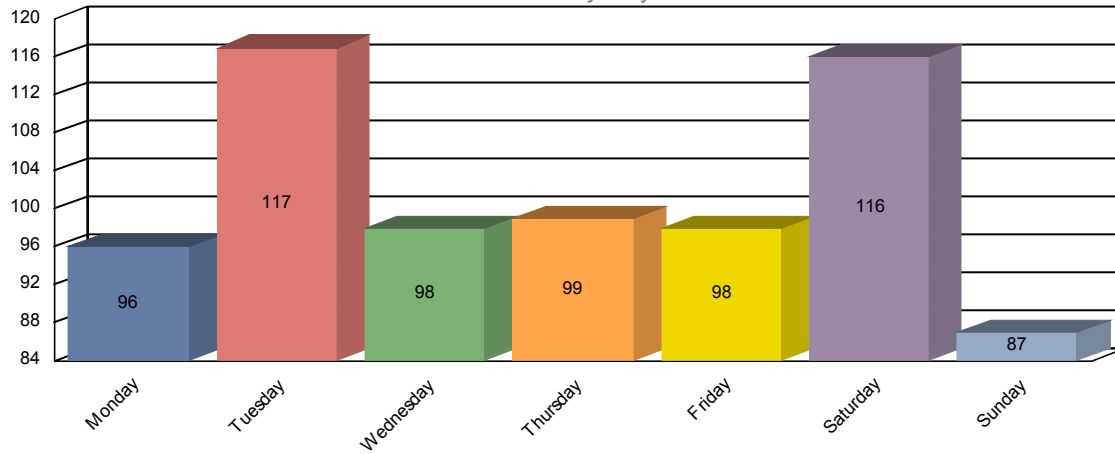
Time Period 09/01/2023 - 10/31/2023

Total Items For Service

711

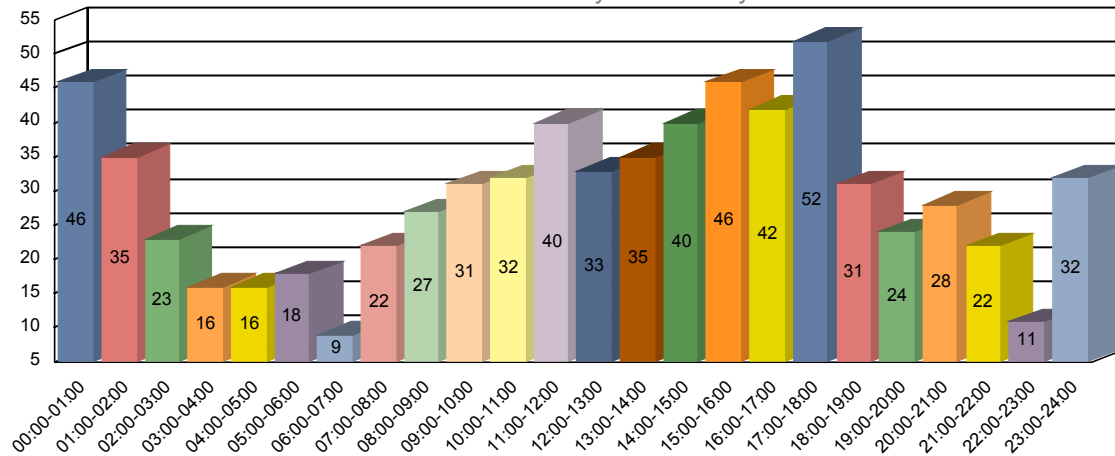
Items For Service Distribution

Total By Day of Week



Items For Service Distribution

Total By Hour of Day



UCR STATS 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Felony Arrests	15	10	16	12	22	16	14	18	19	17			159
Misdemeanor Arrests	49	54	80	83	69	84	55	88	82	60			704
Warrant Arrests	6	9	7	4	14	12	2	13	11	9			87
DUI Arrests	1	1	2	0	0	2	1	1	2	1			11
Suspended License Arrests	20	34	42	39	39	38	31	44	40	33			360
Traffic Citations Issued	141	230	260	221	283	230	232	247	236	191			2271
Traffic Crashes	54	62	63	53	54	69	72	69	76	83			655
Vehicular Hijackings	1	0	0	1	0	0	1	0	0	0			3
Total	287	400	470	413	481	451	408	480	466	394			4250
Police Reports	264	274	345	331	335	474	334	382	344	372			3455
INDEX CRIME OFFENSES													
Criminal Homicide	0	0	0	0	0	0	0	0	0	0			0
Forcible Rape	0	1	1	2	1	2	1	3	0	0			11
Robbery	5	1	3	1	0	9	7	6	2	10			44
Agg. Assault/Agg Battery	4	1	1	4	0	2	1	1	0	3			17
Burglary	8	3	0	4	2	18	2	5	7	3			52
Theft	16	10	26	20	23	36	23	25	24	40			243
Motor Vehicle Theft	10	2	6	4	11	15	22	14	8	13			105
Arson	0	0	0	0	0	0	1	0	0	0			1
Total													473
INDEX CRIME ARRESTS													
Criminal Homicide	0	0	0	0	0	0	0	0	0	0			0
Forcible Rape	0	0	0	0	0	0	0	0	0	0			0
Robbery	1	0	0	0	0	4	2	1	0	0			8
Agg. Assault/Agg Battery	0	0	0	3	0	0	0	2	0	0			5
Burglary	1	1	0	1	0	0	0	2	0	0			5
Theft	2	2	3	2	2	5	0	1	4	6			27
Motor Vehicle Theft	1	1	1	0	0	0	0	4	2	1			10
Arson	0	0	0	0	0	0	1	0	0	0			1
Total												56	
DRUG CRIME ARRESTS													
Cannabis Control Act	2	0	2	0	1	2	0	3	1	1			12
Controlled Substance	7	2	4	4	2	3	5	5	7	8			47
Hypodermic Needle/Syringe	0	0	0	0	0	0	0	0	0	0			0
Drug Paraphernalia	1	0	0	0	0	1	2	0	0	0			4
Methamphetamine	0	0	0	0	0	0	0	1	0	0			1
Total													64



Criminal Investigations Division

September and October, 2023



The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Detective Lieutenant Dan Pater. Three detectives are assigned to CID; Det. Sgt. Heveran, Det. Reilly, and Det. Cannon. Det. Reilly was recently reassigned back into CID mid-October. Ofc. Cannon was working with CID on light duty and was promoted to Detective in mid-October after being released back to full duty. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer assigned to CID.

Joel Zavala is the Forest Park's Evidence Custodian and is in charge of maintaining evidence and records. Aside from his Evidence Custodian duties, Joel performs administrative duties for investigators, and assists the 24-hour desk and records when needed.

Evelyn Simmons is a counselor assigned to the department from Amita Health Behavioral Health Clinician Evelyn is outsourced to the Forest Park Police Department four days a week and has office space within the CID building located at 501 Desplaines Ave.

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

over to Evelyn Simmons should there be a need for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance.

Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed. The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There were no WESTAF callouts in September and October.

Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Reilly is currently our assigned WEDGE officer.

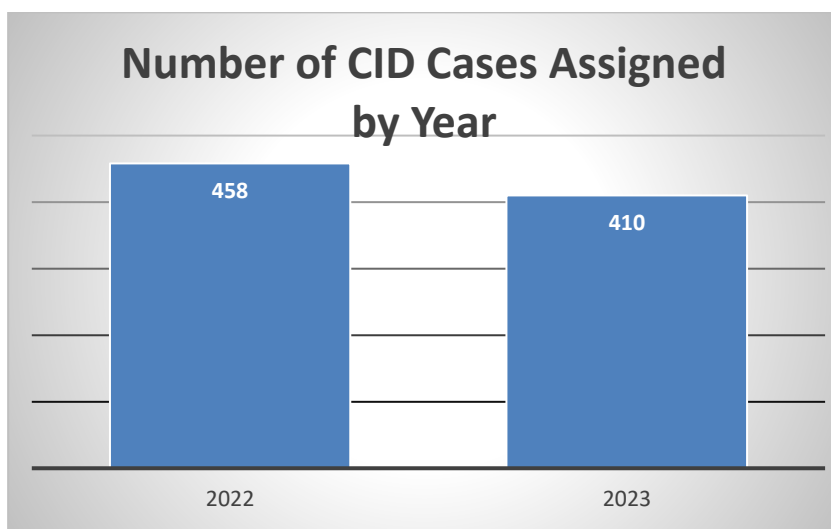
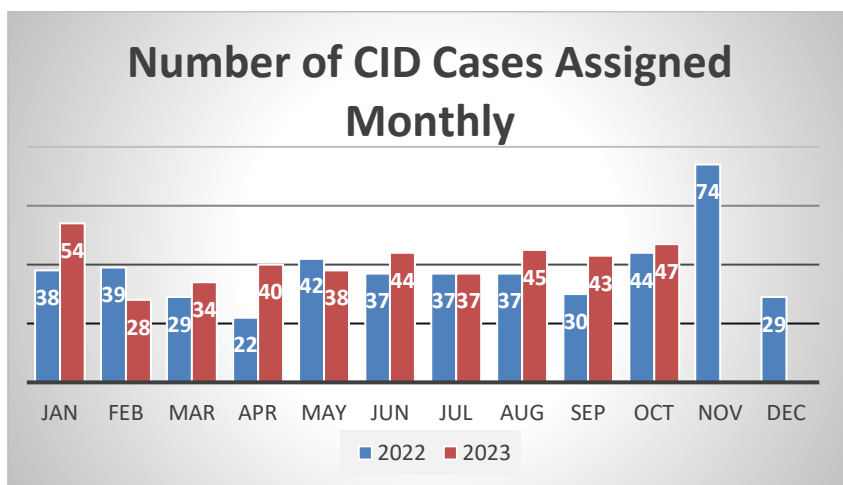
Det. Lt. Pater is assigned as the Assistant Team Commander for NIPAS (Northern Illinois Police Alarm System) Mobile Field Force, comprised of approximately 130 members from 85 different Police agencies. The NIPAS MFF is a highly-trained crowd control team designated to respond to critical incidents involving civil disturbances, union conflicts, public demonstrations, and other events involving large or disorderly crowds. The NIPAS MFF was put on standby 4 times in September and October for potential protests in Waukegan, Mundelein, Lincolnshire, and Skokie. The team was activated for President Biden's visit to Glencoe on October 4th and for civil unrest in Skokie on October 22nd.

Detectives are also members of ICAC (Internet Crimes against Children) task force which investigates the on-line sexual exploitation of children. As such, they also investigate Cyber-Tips generated by NCMEC (National Center for Missing and Exploited Children), and conduct online covert operations predators in our area. There was 6 new Cyber-Tips in September and October, which Det. Sgt. Heveran monitors and investigates.

Forest Park CID joined forces with Chicago Police Department on a Joint Vehicular Hijacking Task Force. This task force has been fast growing as more suburban departments have joined each month to work together to combat an alarming rise in vehicular hijacking incidents that have occurred throughout the Chicago area. Forest Park Police have continued this mission and have shared vital information on intelligence and information regarding known offenders and hot spots that are vulnerable to vehicular hijackings, in which the task force's mission and results was highlighted. Det. Sgt. Heveran and Det. Reilly were able to attend the Task Force date in October. Det. Sgt. Heveran continues to maintain contact and information sharing with other Task Force members.

There were 90 incidents assigned to investigators for follow-up in September and October, 2023; 43 in September and 47 in October. Case selection has been reduced and screened due to a shortage of manpower and more focus has been exhausted on major cases and

those involving violence against victims. In addition to the 90 newly assigned cases, CID detectives continue to work on cases predating September 1, 2023.



The following is a summary of notable investigations in September and October, 2023:

- Case #: 23-03230 – Aggravated Unlawful Use of Weapon. CID investigators assisted with the initial call of a Man with a Gun / Hostage situation where two women (sisters) were being held in their apartment against their will, which occurred on 18 Oct 23. FP Officers and Detectives were able to tactically and safely remove all occupants of the residence. FP Officers and Detectives searched the apartment for other victims and/or offenders and located a loaded 9mm handgun inside the apartment. After a thorough investigation, CID investigators were able to conclude the male offender was the boyfriend/ex-boyfriend of one of the women in the apartment. The male offender unlawfully restrained his ex-girlfriend inside her apartment with a handgun. The other sister was not involved and was a witness in the incident. However, due to lack of

cooperation from the victim, the ASA's office denied kidnapping and unlawful restraint charges and approved charges for Agg UUW.

- Case #: 23-03262 – Battery. On 20 Oct 23, a 59-year-old victim was battered at their apartment complex by a 32-year-old tenant. On 21 Oct 23, Det. Sgt. Heveran and Det. Lt. Pater located and arrested the offender for battery. Due to the victim not being 60YOA and no significant harm evident in medical records, the ASA's office declined felony charges and the offender was charged with a misdemeanor.
- Case #: 23-03007 – Identity Theft. CID Investigators were assigned the Identity Theft that occurred at U-Haul where a victim had his credit card information stolen by his ex-girlfriend. Det. Lt. Pater located and charged the offender with a local ordinance citation for disorderly conduct
- Case #23-02944 – Battery / Aggravated Robbery. Det. Cannon was assigned the battery case that occurred at 7-11 (205 Harlem). Through Det. Cannon's investigation, it was discovered the crime was actually an Aggravated Robbery as the victim had his personal items taken from him during the battery. Det. Cannon identified the subjects in the incident and after a thorough investigation, the victim related he no longer wished to sign complaints against anyone and further requested no further police assistance. This case was closed.
- Case #s 23-03322 and 23-03323 – Armed Robberies. CID Investigators were assigned two armed robberies that occurred at Suburban Liquor (7612 Madison) and Goldy Burgers (7316 Circle) that occurred on 25 Oct 23. In the liquor store robbery, the offenders pistol-whipped the clerk causing significant injury. Several patrons were robbed of their belongings at Goldy Burgers. Forest Park CID has been working with Chicago PD and Elmwood Park PD to locate possible suspects. Due to the severity of the cases and due to this robbery crew hitting multiple liquor stores and bars, the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) is now partnering with agencies to identify and locate these offenders. On 29 Oct 23, the Chrysler 300 vehicle that was used during our robberies was located in Chicago and was processed by investigators for evidence. This investigation is ongoing.
- In addition to these highlighted cases, in the last two months, CID has closed and cleared over 36 prior cases.

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

**FOREST PARK POLICE DEPARTMENT
ASSET SEIZURE AND FORFEITURES
September- October 2023**

Following is a summary of Asset Seizure and Forfeiture activity by the Forest Park Police Department in September - October 2023. All money, vehicle, and property seizures made by this department are in compliance with Illinois Statutes on drug and money laundering forfeiture laws (Illinois Compiled Statutes, Chapter 725, Article 150/5) and other vehicle seizure laws (Chapter 720, Article 36).

NEW CASES:

On 10/31/2023, the Forest Park Police Department Patrol Division seized a 2017 Cadillac XT5 after the driver was cited for DWLR (DUI Based). Estimated Value: \$11,388 ***No Lien***

On 10/29/2023, the Forest Park Police Department Patrol Division seized a 2014 Chevy Silverado after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$8,925 ***Lien Holder Rights Apply***

On 10/19/2023, the Forest Park Police Department Patrol Division seized a 2020 Jeep Cherokee after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$20,451 ***Lien Holders Rights Apply***

On 10/08/2023, the Forest Park Police Department Patrol Division seized a 2012 Chevy Impala after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$2,960 ***Lien Holder Rights Apply***

On 09/27/2023, the Forest Park Police Department Patrol Division seized a 2019 Hyundai Sante Fe after the driver was cited for DWLR (DUI Based). Estimated Value: \$12,650 ***Lien Holder Rights Apply***

On 09/25/2023, the Forest Park Police Department Patrol Division seized a 2016 Nissan Maxima after the driver was cited for DWLR (DUI Based). Estimated Value: \$17,889 ***Lien Holder Rights Apply***

On 09/21/2023, the Forest Park Police Department Patrol Division seized a 2015 BMW X5 after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$8,000 ***Lien Holder Rights Apply***

On 09/20/2023, the Forest Park Police Department Patrol Division seized a 2018 Dodge Challenger after the driver was cited for DWLR (DUI Based). Estimated Value: \$16,000 ***Lien Holder Rights Apply***

On 09/17/2023, the Forest Park Police Department Patrol Division seized a 2015 Chevy Malibu after the driver was cited for Aggravated DWLR (DUI Based).
Estimated Value: \$8,000 **Lien Holder Rights Apply**

On 09/02/2023, the Forest Park Police Department Patrol Division seized a 2007 Ranger Rover Land Rover after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$1,800 ***Lien Holder Rights Apply***

AWARDED VEHICLES:

On 09/11/2023, the Forest Park Police Department was awarded a 2014 Nissan Pathfinder. The Nissan had an active Lien on the vehicle and ISP made contact with the lien holder who came and picked-up the vehicle along with paying an Administrative Tow fee. In the agreement with ISP, the lien holder acknowledges the vehicle cannot go back to the offender it was seized from.

LESO

The Police Department was awarded the following items thru LESO:

2008 Ford F-350 Truck

2009 Ford Ranger Pick-Up Truck

(62) First Aid Kits – Needed for Tourniquets

Special Response Team (SRT)

There were no SRT activations for the months of September / October, 2023.

Special Response Team Training

The SRT did not conduct training in September / October, 2023 due to low manpower.

Range

Nothing to Report

License Plate Reader (LPR)/Street Camera Usage

During the months of September - October of 2023, the Forest Park Police Department document usage of the Street Camera and LPR system were September 2023- 09 reports and October 2023- 2 reports. Forest Park Police Officers used these cameras/technologies for a variety of crimes/incidents including: Accidents including Hit and Run Investigations, Aggravated Assault to Peace Officer, Battery, Runaway from Riveredge, Accident- Damage to Village Property, Aggravated Flee/Eluding Peace Officer- Motor Vehicle Theft, Catalytic Converter Theft, Flee/Eluding Peace Officer, Motor Vehicle Theft, Battery and FOIA Request.

Auxiliary Unit

The following is a list of events the Auxiliary Unit had participated during the months of September & October 2023:

1. 09 September 2023- Hispanofest (Melrose Park, Illinois)
2. 23 September 2023- Opportunity Knocks Softball Tournament (Park District of Forest Park-Officer Bolton)
3. Westchester Bicycle Ride (Officer Curtis)
4. Cicero First Responder Parade (Officer Fluker & Officer Curtis)
5. Forest Park Casket Race (Officer Zavala, Officer Fluker, Officer Curtis, & Officer Dudek)

We had conducted an Auxiliary Officer meeting on 11 October 2023 where several "Police 1" training videos were viewed, and the meeting was open for discussion regarding the training videos. We had also discussed the upcoming Casket Race, which went very well with no issues.

The Auxiliary Unit added two new officers who are currently employed as Parking Enforcement Officers. On Friday 27 October 2023 PEO Keohane and PEO Kobela were both sworn in as Auxiliary Officers by Mayor Hoskins. The Auxiliary Unit now has a total of eleven officers.

**AN ORDINANCE OF THE VILLAGE OF FOREST PARK,
COOK COUNTY, ILLINOIS, APPROVING A
TAX INCREMENT REDEVELOPMENT PLAN
AND REDEVELOPMENT PROJECT FOR THE
CIRCLE HARLEM REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Forest Park, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment plan and redevelopment project (the “Plan and Project”) within the municipal boundaries of the Village and within a proposed redevelopment project area (the “Area”) described in Section 1(a) of this Ordinance, which Area constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Mayor and Village Council of the Village (the “Corporate Authorities”) called and conducted a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for on November 13, 2023; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity (f.k.a. Department of Commerce and Community Affairs of the State of Illinois) by certified mail on September 12, 2023, by publication on October 18, 2023 and October 25, 2023 and by certified mail to taxpayers within the Area on October 25, 2023; and

WHEREAS, on October 10, 2023, notice was provided by mail to all residential addresses that, after a good faith effort, the Village determined were located within 750 feet of the Area; and

WHEREAS, the Village did heretofore convene a Joint Review Board as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, the Joint Review Board met on September 27, 2023, to review the public record, planning documents and proposed ordinances approving the Plan and Project and consider whether the Plan and Project and Area satisfy the requirements of the Act; and

WHEREAS, on September 27, 2023, the Joint Review Board considered and approved a resolution recommending approval of the Plan and Project and the designation of the Area by the Village; and

WHEREAS, the Plan and Project set forth the factors that caused the proposed Area to qualify as a “conservation area” and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that have caused the proposed Area to qualify as a “conservation area” as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the redevelopment of the Area pursuant to the Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Village as a whole to determine whether the proposed Plan and Project conforms to the comprehensive plan of the Village.

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

Section 1. Findings. That the Corporate Authorities hereby make the following findings:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. Conditions exist which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “conservation area” and as defined in the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan and Project.

d. The Plan and Project conform to the comprehensive plan for the development of the Village as a whole.

e. As set forth in the Plan and Project it is anticipated that the redevelopment of the Area will be completed within twenty-three (23) years after the Area is designated and that all obligations incurred to finance redevelopment project costs, if any, as defined in the Plan and

Project shall be retired not later than December 31 of the year in which payment to the municipal treasurer is made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which this Ordinance approving the Plan and Project is adopted by the Corporate Authorities.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed redevelopment of the Area pursuant to the Plan and Project are included in the proposed Area.

g. The implementation of the Plan and Project will not result in the displacement of residents from 10 or more inhabited residential dwelling units.

h. The Area does not contain 75 or more inhabited residential dwelling units.

Section 2. Plan and Project Approved. That the Plan and Project, which were the subject matter of the public hearing held November 13, 2023 are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Council of the Village of Forest Park, Cook County,
Illinois, this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

Attest:

Vanessa Moritz, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY, FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 IN RAILROAD ADDITION TO HARLEM AS RECORDED NOVEMBER 26, 1858; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 TO A POINT ON THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ELGIN AVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ELGIN AVE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO THE A POINT ON THE EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN SAID RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARENGO AVE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF MARENGO AVE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM; THENCE WEST

ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM TO A POINT ON THE WEST LINE OF SAID LOT 1 IN BLOCK 3; THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN BLOCK 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3; THENCE NORTHWESTERLY ALONG A RADIAL LINE TO CIRCLE AVENUE TO A POINT OPPOSITE AND ADJACENT TO SAID NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN BY QUIT CLAIM DEED RECORDED AUGUST 23, 1963 AS DOCUMENT NO. 18893094; THENCE NORTHWESTERLY ALONG SAID LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN TO A POINT OF INTERSECTION WITH A LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG SAID LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY A DISTANCE OF 230 FEET, MORE OR LESS; THENCE SOUTH ALONG A LINE BEING AT RIGHT ANGLES FROM SAID SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT ON A LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WEST ALONG SAID LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 162 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG SAID LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 187.30 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 64.4 FEET TO A POINT 90 FEET NORTHWESTERLY OF AND MEASURED RADially TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE ALONG A LINE DRAWN FROM A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF

CIRCLE AVENUE, 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO SAID POINT BEING 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTHEASTERLY ALONG A LINE TO SAID NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO A POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE AND THE SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF PART OF THE RESERVATION FOR RAILROAD PURPOSES, AS SHOWN ON THE PLAT OF RAILROAD ADDITION TO THE TOWN OF HARLEM, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1881 AS DOCUMENT NUMBER 358829; THENCE NORTHWESTERLY ALONG A LINE TO SAID POINT OF INTERSECTION; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 TO A POINT ON THE EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1 TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OPPOSITE AND ADJACENT TO A POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE TO SAID POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE AT RIGHT ANGLES FROM THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, A DISTANCE OF 324.79 FEET TO A POINT 9 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 760 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF THE SPUR TRACK, A DISTANCE OF 135.99 TO THE NORTHEAST CORNER OF LOT 3 IN "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NUMBER 96-

722111 AND RESUBDIVISION OF PLAT RECORDED AS DOCUMENT NUMBER 97833582; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID "BROWN STREET STATION" RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF NON-TANGENCY; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 1 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area the boundaries of which are the parcels on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (“CTA”)/Union Pacific Railroad (“UPPR”) rail tracks, and generally bounded by Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west, and includes all adjacent rights of way, including to the centerline of Harlem Avenue, the east boundary of the Village.

EXHIBIT C

Boundary Map

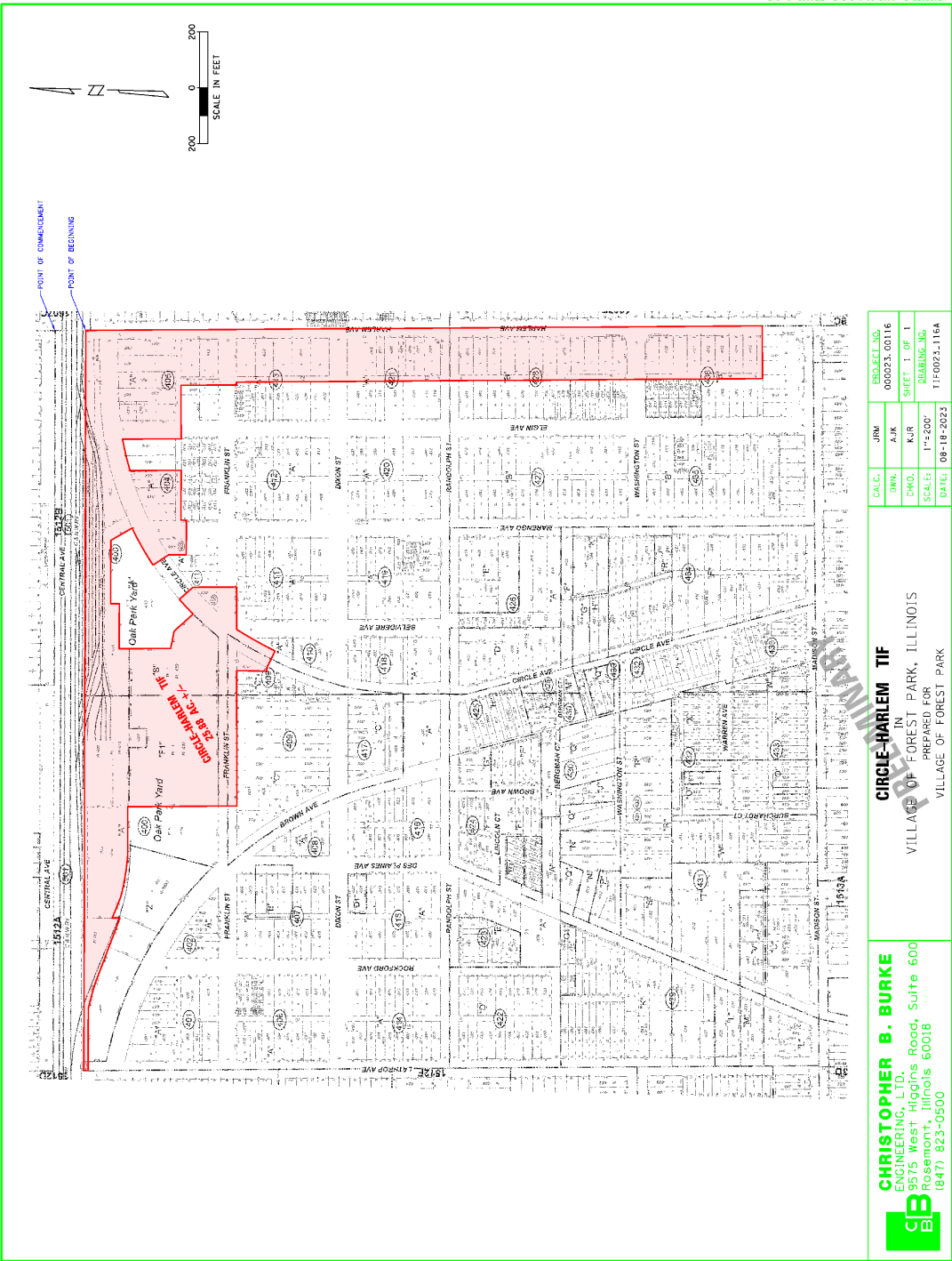


EXHIBIT D

Redevelopment Plan and Project



**VILLAGE OF FOREST PARK
CIRCLE HARLEM TIF REDEVELOPMENT PLAN AND
PROJECT**

Jointly Prepared By:

Village of Forest Park, Illinois

And

Ryan, LLC

November 2023

**VILLAGE OF FOREST PARK
CIRCLE HARLEM TIF REDEVELOPMENT PLAN AND PROJECT
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LIST OF EXHIBITS

EXHIBITS

Exhibit 1	-	Legal Description, General Description, Tax Parcels
Exhibit 2	-	Boundary Map
Exhibit 3	-	Present Land Use Map
Exhibit 4	-	Future Land Use Map
Exhibit 5	-	TIF Qualification/Designation Report

I. INTRODUCTION

The Village of Forest Park (the “Village”) is a mature suburban municipality serving a population of 14,339 citizens (according to the 2020 U.S. Census). Initially settled in the early 1820’s, the Village was eventually incorporated in 1884, and renamed to Forest Park in 1907. The Village is located in Cook County approximately 10 miles west of downtown Chicago and a little more than 6 miles from Chicago O’Hare International Airport. The Village has relatively close vehicular access to Chicago and its greater metropolitan area via the Eisenhower Expressway (I-290), which bisects the community, and State Route 43 (Harlem Avenue), which forms the eastern boundary. Commuter rail service is provided by METRA through Union Pacific west line which maintains the nearby Oak Park station at the corner of Harlem and North Boulevard, CTA green line service at the Harlem/Lake station, and CTA blue line service at both the Harlem and Forest Park stations. PACE suburban bus service also offers comprehensive access to the Village. The Village covers 2.4 square miles and is generally bordered by the Village of River Forest to the north, the Village of North Riverside to the south, the Village of Oak Park and City of Berwyn to the east, and the Village of Maywood to the west.

The Redevelopment Project Area (the “RPA”) discussed in this Forest Park Circle Harlem TIF Redevelopment Plan and Project (the “Plan”) generally includes parcels located on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (CTA)/Union Pacific Railroad (UPRR) rail tracks, and is bounded Madison Street to the south, the CTA/UPRR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west. Adjacent rights of way to the centerline of Harlem Avenue – the Village boundary – are also included.

The Village is considering various redevelopment options for the proposed redevelopment project area. The Village intends to attract and encourage mixed use development to build upon the successes of the corridor. Proximity to high quality transportation options and roadways can increase opportunities for new businesses, while improved streetscaping and pedestrian paths can support the existing commercial character of the corridor. Redevelopment efforts are intended to improve the aesthetic character of this area and to provide for commercial and retail services for the community.

The RPA contains mixed commercial, retail, and residential uses. The area contains twenty-eight (28) structures and forty-six (46) tax parcels (as of the 2021 tax year) comprising approximately twenty-six (26) acres. The majority of the buildings in the area (approximately 93%) are over thirty-five (35) years in age, and as such, show conservation area conditions associated with age and deterioration, among other adverse conditions.

Conditions of deterioration, obsolescence, lack of community planning, and inadequate utilities are evident throughout the area and have been documented pursuant to site visits and Village records. In addition, as a consequence of the lack of coordinated development, the RPA’s equalized assessed valuation (EAV) for the area has declined for three (3) of the last five (5) years in which data has been available. Finally, the total EAV of the RPA has grown at an annual rate that is less than the Consumer Price Index for All Urban Consumers (CPI-U) in four (4) of the last five (5) years.

The RPA has experienced decline in attractiveness for commercial and retail reuse, in part, due to the ages of its structures. Other issues include lack of retail facilities, vehicular traffic and

pedestrian movement challenges, and a lack of buffering and loading provisions. The combination of these factors tends to limit the opportunities for modern commercial, retail and mixed-use redevelopment of the RPA.

The RPA is suitable for redevelopment for mixed uses including residential, commercial and retail. The RPA's best opportunity for redevelopment is related to its location along Harlem Avenue (State Route 43), as well as proximity to other major transportation routes. The Village desires to create the proposed Circle Harlem TIF District in order to address lag in EAV and other adverse conditions in the wider area by facilitating additional development and redevelopment along one of the Village's primary retail corridors, to help achieve some of the more current planning objectives of the Village's most recent 2014 Comprehensive Plan (the "Comprehensive Plan"), and to facilitate needed infrastructure improvements within the larger area. The Village has undertaken this initiative to redevelop this larger strategic area within the Village and, in doing so, stabilize and expand benefits to the community and affected taxing districts.

The Redevelopment Plan and Project

The Village recognizes the need for implementation of a strategy to revitalize an area of existing commercial properties within the boundaries of the proposed larger RPA and to stimulate and enhance private development within its larger commercial corridors. Business attraction and expansion are key components of the Village's strategy. The needed private investment in the RPA may only be possible if tax increment financing (TIF) is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "TIF Act") Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq., as amended. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Plan will benefit the Village and all the taxing districts effected, which encompass the RPA, in the form of a significantly expanded tax base.

The designation of the larger central area as a RPA will allow the Village to address RPA deficiencies including, but not limited to, the following:

- Establishing a pattern of land-use activities that will increase efficiency and economic relationships, especially as such uses complement adjacent retail and residential and other Village redevelopments;
- Entering into redevelopment agreements in order to include the redevelopment of property and/or to induce new development to locate within the RPA;
- Coordinating and providing adequate parking for all redevelopments;
- Improving area appearance through landscape, streetscape and signage programs;
- Coordinating land assembly to provide sites for more modern redevelopment plans; and
- Providing infrastructure that is adequate in relation to redevelopment plans.

A map of the RPA boundaries is included in Exhibit 2 and is a part of this Plan. The area, on the whole, would not reasonably be anticipated to be developed in a coordinated manner without the adoption of a Plan. The Village, with the assistance of Ryan has prepared this Plan to use tax

increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Plan makes possible the implementation of a comprehensive program for the economic redevelopment of the proposed Forest Park Circle Harlem TIF District. By means of public investment, the RPA will become a more viable area in attracting private investment. The public investment will set the stage for the redevelopment of the area with private capital. This in turn will lead to operation of workable retail, mixed-use residential, and commercial uses within the RPA.

Pursuant to the TIF Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the TIF Act, the RPA is not less in the aggregate than 1½ acres.

Through this Plan, the Village will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Plan should create a stabilized and expanded tax base, the creation of new businesses, and the creation of new employment opportunities within the Village as a result of new private development in the RPA.

Summary

It is found and declared by the Village, through legislative actions as required by the TIF Act, that in order to promote and protect the health, safety, and welfare of the public, that certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken; and, to alleviate the existing adverse conditions, it is necessary to encourage private investment in order to enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas. Public/private partnerships are determined to be necessary to achieve development goals. Without the development focus and resources provided under the TIF Act, the development goals of the Village would not reasonably be expected to be achieved.

It is found and declared by the Village that the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA, for the payment of redevelopment project costs, is of future benefit to those taxing districts. The reason for the use of incremental tax revenues is that these tax districts, whose jurisdictions are included in the RPA, would not derive the benefits of a significantly increased assessment base without the Village addressing the coordination of redevelopment.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Plan pursuant to 65 ILCS Section 5/11-74.4.3(n)(5) of the TIF Act, that this Redevelopment Plan will not result in the displacement of ten (10) or more inhabited residential units. Therefore, this Redevelopment Plan does not include a Housing Impact Study as is required under the act.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA.

Redevelopment of the RPA is tenable only if a portion of the improvements and other costs are funded by utilizing tax increment financing.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 1.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The Village has established certain goals, objectives and strategies which would determine the kinds of activities to be undertaken within the RPA. An important underlying document is the Comprehensive Plan which, as an element of the planning process, describe the overall vision for the Village and are the foundation for Village initiatives within the Village's downtown area and throughout the study area. This planning document influences all other Village planning processes including those related to the RPA. Table 1 below summarizes goals and objectives in the Comprehensive Plan that are applicable to the RPA.

Table 1. 2014 Comprehensive Plan Goals and Objectives Relevant to Redevelopment of the RPA

Goals	Objectives
Retain, Expand, and Attract a Diverse Mix of Businesses	<ul style="list-style-type: none"> • When appropriate, consider incentives to attract and retain commercial enterprises. • Prioritize existing areas within commercial corridors and encourage responsible redevelopment. • Revitalize existing commercial corridors by encouraging redevelopment. • Structure land use and zoning regulations to encourage mixed use development and redevelopment. • Develop and implement corridor plans to enhance and promote the Village's major transportation corridors. • Maintain a business-friendly environment by providing resources, services, and assistance to the business community. • Increase economic vitality by promoting tourism and local visitor experiences. • Maintain a diverse economic base.
Strengthen Land Use and Transportation Relationship	<ul style="list-style-type: none"> • Promote the Complete Streets policy to develop a comprehensive network of roadway, pedestrian and bikeway, and transit facilities. Implement this policy in coordination with the development/redevelopment of properties and roadways. • Integrate transportation projects and land use development/plans to support and strengthen each other. • Encourage mixed use and transit-oriented development near transit stations and stops. • Streetscape improvements, including the expansion of sidewalk widths, should be considered for pedestrian access and street furniture. • Any redevelopment along Harlem Avenue should include groups of properties.
Develop Underutilized Properties to Expand the Tax Base	<ul style="list-style-type: none"> • Identify and promote vacant or underutilized parcels advertised on the Village website. • Market available properties to the investment community.

Improved Parking Access	<ul style="list-style-type: none"> • Evaluate parking as necessary to respond to changing needs for new businesses and residential developments. • Parking should be developed to the rear or sides of buildings, except on intersecting street corners when possible. • Lots should be screened with landscaped walls or fences to provide separation between cars and pedestrians. • Parking should be oriented to and accessed from the rear alley.
Provide Effective Stormwater and Sewer Systems	<ul style="list-style-type: none"> • Prioritize and construct improvements needed for the stormwater and sewer systems to prevent area flooding. • Build systems that can handle current and future capacity needs. • Promote the use of green infrastructure to manage stormwater and create healthy environments. • For new development, follow current MWRD regulations.

Implementation of this Plan will facilitate the accomplishment of these, and other goals described in the Village's Comprehensive Plan. It is further expected that the "redevelopment projects" as defined in the TIF Act will return the RPA to economically productive use; thus, accomplishing the Village's general goals stated below regarding enhancing and strengthening the Village's tax base.

General Goals of the Village

- 1) To strengthen the property tax base of the Village and overlapping tax districts.
- 2) To encourage positive and feasible redevelopment of vacant sites and/or underutilized facilities and areas.
- 3) To provide for implementation of economic development and redevelopment strategies that benefits the Village and its residents.
- 4) To create new jobs and retain existing jobs for Village and area residents.
- 5) To coordinate all redevelopment within the Village in a comprehensive manner, avoiding land use conflicts and negative community impacts with attracted users.
- 6) To provide public infrastructure improvements within the Village to promote redevelopment efforts, where necessary.

Specific Objectives for the RPA

- 1) Increase the Village's 's property tax and sales tax base.

- 2) Improve existing infrastructure including sidewalks, crosswalks, signage, lighting, drainage, roadway, and streetscape.
- 3) Provide for the necessary site preparation, grading, and excavation of property located within the RPA as a means to promote more modern land development uses.
- 4) Promote the redevelopment of property in and around the RPA.

Redevelopment Objectives

The RPA designation will allow the Village to:

- a) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal;
- b) Reduce or eliminate negative factors present within the RPA;
- c) Accomplish redevelopment over a reasonable time period;
- d) Provide for high quality development within the RPA;
- e) Provide for a coordinated, attractive overall appearance of the RPA; and
- f) Provide relocation assistance, where appropriate.

The implementation of the Plan will serve to improve the physical appearance of the RPA and contribute to its economic development. The implementation of the RPA will provide new residential, commercial shopping/dining, and/or employment opportunities for community residents.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA

A. Qualification Report

The RPA's qualification under the TIF Act was evaluated by representatives of Ryan from July, 2023 through the date of this report. Analysis was aided by certain reports and data obtained from the Village and other sources. Only information which would directly aid in the determination of eligibility for a redevelopment project area was utilized. The reported results of this evaluation are attached as Exhibit 3 of this Plan.

B. Findings

As found in Exhibit 5 of this Plan, the RPA has suffered from certain impediments to redevelopment. The area has been burdened with a lack of significant private investment and/or development. As a result, the RPA is not likely to experience significant development and growth without the use of Village resources.

Factors which constitute evidence of the property as a "conservation area" and which impair sound growth in the RPA are: (i) lagging EAV; (ii) deterioration of structures or site improvements; (iii) inadequate utilities; (iv) obsolescence; and (v) lack of community planning.

V. ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

It is anticipated that the implementation of this Plan will have a minimal financial impact on most of the affected taxing districts. In fact, the action taken by the Village to stabilize and encourage growth of its tax base through the implementation of this Plan will have a positive impact on all of the affected taxing districts by arresting inflation adjusted declines in assessed valuations.

Given that there is the potential for new development, the Village may permit new or replacement residential development to occur within the RPA. As such, there could be an equal or increased burden placed on the area's school districts and library district. To the extent that such development does occur, and school age children and new library patrons result from new community arrivals, the elementary, high school and library taxing districts could potentially be affected. The Village has made allowances in this Plan for revenue distributions to such taxing districts pursuant to the guidelines provided by the TIF Act to compensate the districts at levels dictated by the precise increase in students.

Though strategies will be encouraged to promote growth via private investment within the area, specific objectives are geared to stabilize the RPA's existing strengths and revitalize the RPA's redevelopment potential. Should the Village achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the Village will consider the declaration of sufficient surplus funds (as long as those funds are not already obligated to the TIF), to assist affected taxing districts in paying the costs for the identified and acknowledged increased services.

Any surplus special tax allocation funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the Village, after all TIF eligible costs, either expended or incurred, as an obligation by the Village, have been duly accounted for through administration of the special tax allocation fund to be established by the Village as provided by the TIF Act. The exception to this provision will be to the extent that the Village utilizes TIF funding to assist in the redevelopment of residential units. In such cases, the Village will provide for the cost incurred by eligible school districts in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the TIF Act and for the cost incurred by the library district in the manner prescribed 65 ILCS Section 5/11-74.4-3(q)(7.7) of the TIF Act.

VI. HOUSING IMPACT STUDY

The RPA was studied to determine if a housing impact study would need to be conducted pursuant to the TIF Act. A housing impact study is not required to be completed because the Village will certify that it will not displace ten (10) or more residential units. If, later, the Village does decide that it is necessary to dislocate ten (10) or more residential units, then the Village must complete a housing impact study and amend the Redevelopment Plan herein.

VII. REDEVELOPMENT PROJECT

A. Redevelopment Activities

The Village will implement a coordinated program of actions allowed under the TIF Act, including, but not limited to, the following actions:

Land Assembly: Property within the RPA may be acquired, assembled and reconfigured into appropriate redevelopment sites. The Village may also cover any relocation costs related to land assembly activities.

Site Preparation, Clearance, and Demolition: Property within the RPA may be improved by site clearance, excavation, regrading, environmental remediation, or demolition.

Public Improvements: Public improvements within the RPA may be provided or repaired to support the Plan. Examples of such public improvements may include but are not limited to: (i) public utilities and infrastructure including roadways, sidewalks, water mains, sanitary sewer systems and storm sewer systems; (ii) public parking facilities; (iii) storm water management and detention facilities; and (iv) landscaping, lighting, traffic signalization; signage; and other improvements to the streetscape. Relocation of utilities or infrastructure may also be funded as determined by the Village. In the event the Village undertakes public improvements that are located outside of the boundaries of the Circle Harlem TIF District and which are essential to the preparation of the RPA for development in accordance with the Plan, the Village may use incremental tax revenues generated by the Circle Harlem TIF District to fund such public improvements, as allowed by Section 4(f) of the TIF Act.

Rehabilitation and Construction: Rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village Code provisions. Improvements may include commercial signage upgrades, exterior and facade related work as well as interior related work.

Interest Rate Write-Down: Entering into agreements with property owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on annual basis out of the Special Tax Allocation Fund of the RPA, in accordance with the TIF Act.

Job Training: Assisting facilities and enterprises located within the RPA in providing job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to; federal programs, state programs, applicable local vocational educational programs including community college sponsored programs and other federal, state, county or non-profit operated programs that are available or will be developed and initiated over time.

B. General Land Use Plan

Existing land uses consist largely of commercial, industrial, retail, and mixed-use. Existing land uses are shown in Exhibit 4, attached hereto.

Proposed land uses in the RPA are to consist of commercial, industrial, retail, and mixed-use. Intended land uses will generally conform to the Village's Comprehensive Plan. Exhibit 5, attached hereto and made a part of this Plan, designates the proposed general land uses in the RPA.

C. Additional Design and Control Standards

The appropriate design controls, including for any Planned Unit Developments, as set forth in the Village's Zoning Ordinance, as amended, shall apply to the RPA.

D. Eligible Redevelopment Project Costs

Redevelopment project costs mean and include the sum of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the TIF Act, and any such costs incidental to this Plan. Private investments, which supplement municipal Redevelopment Project Costs, are expected to substantially exceed such redevelopment project costs.

Eligible costs permitted under the TIF Act which may be pertinent to this Plan include:

1. *Professional Services* - Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;
- 1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;
2. *Marketing* - The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
3. *Property Assembly Costs* - Including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level

or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. *Rehabilitation Costs* - Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
5. *Public Works and Improvements* - Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
6. *Job Training* - Costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the redevelopment project area;
7. *Financing Incentives* - Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the TIF Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. *Capital Costs* - To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
9. *School-related Costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs

the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the TIF Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

- a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the TIF Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this TIF Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this TIF Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this TIF Act.
- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the TIF Act since the designation of the redevelopment project area by the most recently available

per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

- (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this TIF Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this TIF Act; and
 - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the TIF Act.
- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the TIF Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;
10. *Library Costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this TIF Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this TIF Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. *Relocation Costs* - to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. *Payment in Lieu of Taxes* - Those estimated tax revenues from real property in a redevelopment project area derived from real property that has been acquired by a municipality which according to the redevelopment project or plan is to be used for a private use which taxing districts would have received had a municipality not acquired the real property and adopted tax increment allocation financing and which would result from levies made after the time of the adoption of tax increment allocation financing to the time the current equalized value of real property in the redevelopment project area exceeds the total initial equalized value of real property in said area.
13. *Job Training* - Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to

be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

14. *Interest Costs* – incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the TIF Act;
 - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer pertaining to the redevelopment project during that year;
 - c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
 - d) the total of such interest payments paid pursuant to the TIF Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the TIF Act;
 - e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
 - f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the TIF Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the TIF Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If

the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. *Day Care* - If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

The TIF Act prohibits certain costs, including the following:

Construction of Privately-owned Buildings - Unless explicitly stated herein the costs of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

Retail Displacement - After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project

area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

Historic Building Demolition - No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a Special Service Area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown in the below Table 3.

Table 3. Redevelopment Project Cost Estimates

1. Land Acquisition and Assembly Costs and Relocation Costs	\$2,000,000
2. Demolition, Site Preparation, Environmental Cleanup and Related Costs	\$2,000,000
3. Public Improvements including, but not limited to, water, storm, sanitary sewer, the service of public facilities, and road improvements, including such utility improvements that are not located within the boundaries of the Circle Harlem TIF District, but which are essential to the preparation of the RPA for development in accordance with this Plan	\$8,500,000
4. Rehabilitation/Façade Improvements	\$1,500,000
5. Interest Costs Pursuant to the TIF Act	\$750,000
6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$500,000
7. Job Training	\$250,000
8. Estimated School District Costs, Library District Costs, and Taxing District Capital Costs pursuant to the TIF Act	\$500,000
TOTAL ESTIMATED	\$16,000,000

Notes:

(1) All project cost estimates are in 2023 dollars. Costs may be adjusted for inflation per the TIF Act.

(2) In addition to the costs identified in the exhibit above, any bonds, notes or other obligations issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, notes, or other obligations, and (c) capitalized interest and reasonably required reserves.

(3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the TIF Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall Total Estimated TIF Budget amount outlined above and all as provided for in the TIF Act.

(4) The Village may utilize incremental revenues from contiguous redevelopment project areas to pay for redevelopment project costs within the RPA, and conversely, transfer incremental revenues from the RPA to contiguous TIFs, as provided for in the TIF Act.

E. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Statute

Funds necessary to pay for public improvements and other project costs eligible under the TIF Act are to be derived principally from property tax increment revenues, and proceeds from municipal obligations, if any. Any such obligations would be retired primarily with tax increment revenues and interest earned on surplus revenue available, but not immediately needed, for the Plan. The Village may utilize incremental revenues from contiguous redevelopment project areas to pay for redevelopment project costs within the RPA, and conversely, transfer incremental revenues from the RPA to contiguous TIFs, as provided for in the TIF Act.

Any publicly funded “redevelopment project costs” as defined in the TIF Act are subject to (a) approval by the Village; (b) having specific cost categories as set forth in the TIF Act; and (c) pursuant to the Village’s incentive policy.

The tax revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs, shall be derived from the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2021 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

F. Nature and Term of Obligations to be Issued

The Village may issue obligations secured by the tax increment special tax allocation fund established for the RPA pursuant to the TIF Act or such other funds as are available to the Village by virtue of its powers pursuant to the Illinois State Statutes.

The date for retirement of any and all obligations issued by the Village to finance redevelopment project costs pursuant to this TIF Plan and the TIF Act shall not be later than December 31 of the year in which the payment to the municipal treasurer, pursuant to the TIF Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year, after the year in which the ordinance approving the RPA was adopted.

G. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (“EAV”) for tax year 2022 of the property within the RPA is approximately \$10,047,859. This is only an estimate and the certified EAV of the RPA will be determined by the County after adoption of the Village’s TIF ordinances.

H. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the RPA over a twenty-three-year period, it is estimated that the equalized assessed valuation of the property within the Redevelopment Project Area will range from approximately \$17,500,000 to \$22,500,000.

VIII. SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding.

Redevelopment projects will begin as soon as the specific private entities have obtained financing approvals for appropriate projects and such uses are conformant with Village zoning and planning requirements.

Depending upon the scope of the development as well as the actual uses, those redevelopment activities described in Section VII may be included in each phase.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement, to the extent allowed by law, an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village's policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical disabilities. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, all entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment.

Finally, the entities will, to the extent allowed by law, utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project

This Plan shall be completed by not later than December 31st of the year in which the payment to the municipal treasurer pursuant to the TIF Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the RPA is adopted.

**IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT
PLAN AND PROJECT**

This Plan may be amended pursuant to the provisions of the TIF Act.

EXHIBIT 1
LEGAL DESCRIPTION
GENERAL DESCRIPTION
PARCEL LIST

Forest Park Circle Harlem TIF Redevelopment Plan and Project
Village of Forest Park, IL

CIRCLE – HARLEM TIF DISTRICT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY, FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 IN RAILROAD ADDITION TO HARLEM AS RECORDED NOVEMBER 26, 1858; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 TO A POINT ON THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ELGIN AVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ELGIN AVE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO THE A POINT ON THE EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN SAID RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARENGO AVE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF MARENGO AVE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM TO A POINT ON THE WEST LINE OF SAID LOT 1 IN BLOCK 3; THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN BLOCK 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3; THENCE NORTHWESTERLY ALONG A RADIAL LINE TO CIRCLE AVENUE TO A POINT OPPOSITE AND ADJACENT TO SAID NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN BY QUIT CLAIM DEED RECORDED AUGUST 23, 1963 AS DOCUMENT NO. 18893094; THENCE NORTHWESTERLY ALONG SAID LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE

SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN TO A POINT OF INTERSECTION WITH A LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG SAID LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY A DISTANCE OF 230 FEET, MORE OR LESS; THENCE SOUTH ALONG A LINE BEING AT RIGHT ANGLES FROM SAID SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT ON A LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WEST ALONG SAID LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 162 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG SAID LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 187.30 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 64.4 FEET TO A POINT 90 FEET NORTHWESTERLY OF AND MEASURED RADially TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE ALONG A LINE DRAWN FROM A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO SAID POINT BEING 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTHEASTERLY ALONG A LINE TO SAID NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO A POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE AND THE SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF PART OF THE RESERVATION FOR RAILROAD PURPOSES, AS SHOWN ON THE PLAT OF RAILROAD ADDITION TO THE TOWN OF HARLEM, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1881 AS DOCUMENT NUMBER 358829; THENCE NORTHWESTERLY ALONG A LINE TO SAID POINT OF INTERSECTION; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 TO A POINT ON THE EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1 TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OPPOSITE AND ADJACENT TO A POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE

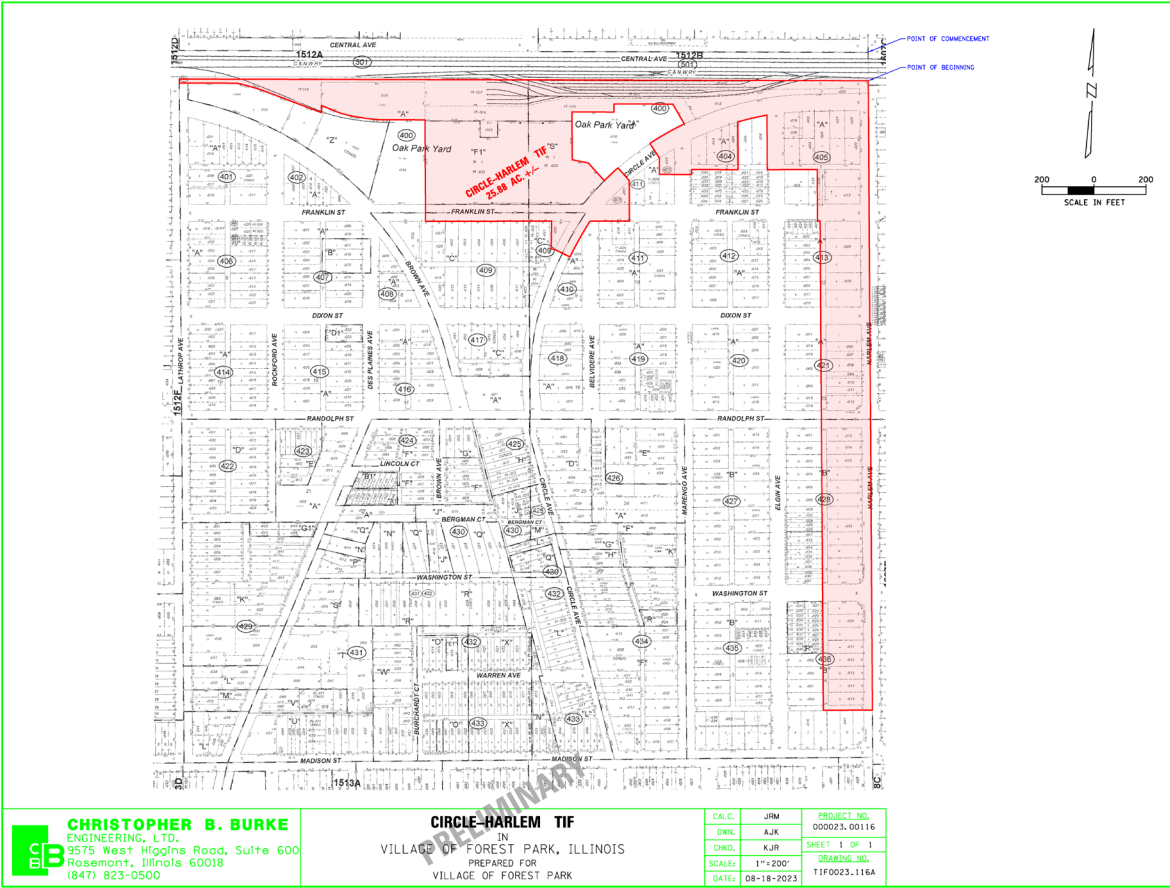
NORTH ALONG A LINE TO SAID POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE AT RIGHT ANGLES FROM THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, A DISTANCE OF 324.79 FEET TO A POINT 9 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO.760 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF THE SPUR TRACK, A DISTANCE OF 135.99 TO THE NORTHEAST CORNER OF LOT 3 IN "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NUMBER 96-722111 AND RESUBDIVISION OF PLAT RECORDED AS DOCUMENT NUMBER 97833582; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID "BROWN STREET STATION" RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF NON-TANGENCY; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 1 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING.

The Forest Park Circle Harlem TIF Redevelopment Project Area (the “RPA”) generally includes parcels located on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (CTA)/Union Pacific Railroad (UPRR) rail tracks, and is bounded Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west. Adjacent rights of way to the centerline of Harlem Avenue – the Village boundary – are also included.

Forest Park Circle Harlem TIF PIN List

15-12-400-018-0000	15-12-436-014-0000
15-12-400-015-0000	15-12-436-015-0000
15-12-400-007-0000	15-12-409-022-0000
15-12-400-032-0000	15-12-436-013-0000
15-12-400-003-0000	
15-12-400-010-0000	
15-12-400-011-0000	
15-12-400-012-0000	
15-12-400-022-0000	
15-12-400-023-0000	
15-12-403-001-0000	
15-12-403-003-0000	
15-12-404-013-0000	
15-12-400-013-0000	
15-12-400-009-0000	
15-12-404-004-0000	
15-12-405-019-0000	
15-12-405-020-0000	
15-12-405-002-0000	
15-12-405-003-0000	
15-12-405-004-0000	
15-12-405-021-0000	
15-12-405-006-0000	
15-12-405-022-0000	
15-12-405-018-0000	
15-12-405-013-0000	
15-12-413-020-0000	
15-12-413-019-0000	
15-12-421-006-0000	
15-12-421-007-0000	
15-12-421-008-0000	
15-12-421-009-0000	
15-12-421-010-0000	
15-12-421-011-0000	
15-12-421-012-0000	
15-12-428-013-0000	
15-12-428-014-0000	
15-12-428-015-0000	
15-12-428-033-0000	
15-12-436-020-0000	
15-12-436-011-0000	
15-12-436-012-0000	

EXHIBIT 2
BOUNDARY MAP



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

CIRCLE-HARLEM TIF
IN
VILLAGE OF FOREST PARK, ILLINOIS
PREPARED FOR
VILLAGE OF FOREST PARK

CALC.	JRM	PROJECT NO.
DWN.	AJK	000023.00116
CHKD.	KJR	SHEET 1 OF 1
SCALE	1"=200'	QUARTING NO.
DATE	08-18-2023	TIF0023.116A

NO FOREST PARK, COAST GUARD SURVEY, TIF 0023.116A

EXHIBIT 3
CURRENT LAND USE MAP

FIGURE 2: Existing Land Use Map

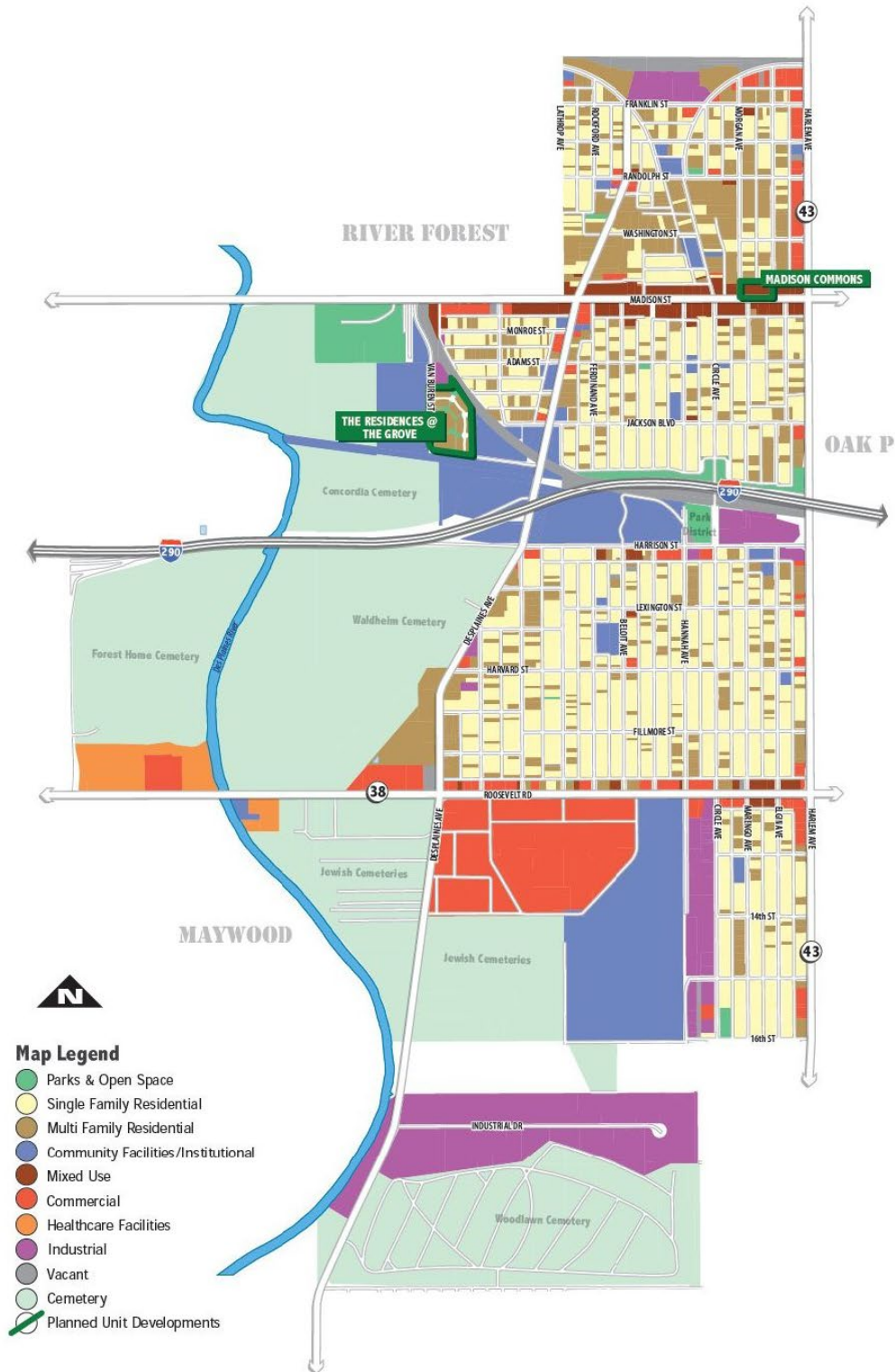


EXHIBIT 4
FUTURE LAND USE MAP

FIGURE 8: Future Land Use Map

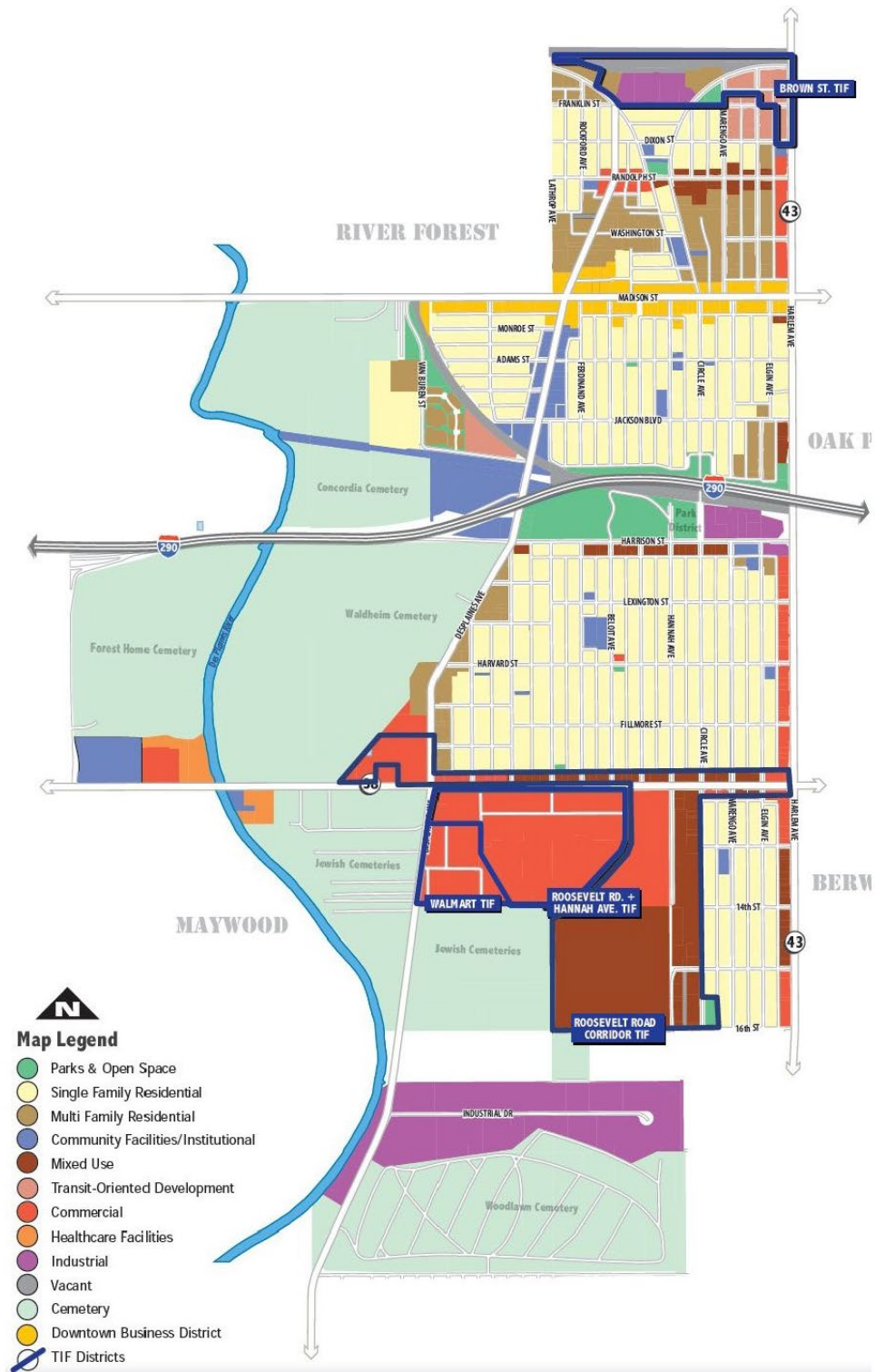


EXHIBIT 5
TIF QUALIFICATION/DESIGNATION REPORT



***VILLAGE OF FOREST PARK
QUALIFICATION REPORT
CIRCLE HARLEM TIF DISTRICT***

A study to determine whether all or a portion of an area located in the Village of Forest Park qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq., as amended.

Prepared For: Village of Forest Park, Illinois

Prepared By: Ryan, LLC

November 2023

VILLAGE OF FOREST PARK
QUALIFICATION REPORT
CIRCLE HARLEM TIF DISTRICT
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V.	Qualification of Proposed RPA/Findings of Eligibility	10
VI.	Summary of Findings and Overall Assessment of Qualification	15

EXHIBIT 1

Proposed TIF Boundary Map

EXHIBIT 2

Legal Description

I. INTRODUCTION AND BACKGROUND

In the context of planning for the proposed Circle Harlem Redevelopment Project Area (the “RPA”, or “Study Area”) under the provisions of the Illinois “Tax Increment Allocation Redevelopment Act”, Ch. 65 ILCS Section 5/11-74.4-1 et seq. of the Illinois Compiled Statutes, as amended (hereinafter referred to as the “Act”), the Village of Forest Park (the “Village”) has authorized the study of the RPA in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the “TIF” or “TIF District”). Ryan, LLC (the “Consultant”) has agreed to undertake the study of the RPA.

The RPA is located in the northeast portion of the Village and consists primarily of retail, commercial, industrial, and mixed uses. The RPA is a contiguous area which generally includes parcels on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (CTA)/Union Pacific Railroad (UPRR) rail tracks. The proposed RPA is generally bounded by Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west. Adjacent rights of way to the centerline of Harlem Avenue – the Village boundary – are also included.

The RPA is approximately twenty-six (26) acres in size and contains approximately forty-six (46) tax parcels including approximately twenty-eight (28) buildings with approximately three (3) residential units. Ninety three percent (93%) of the structures within the RPA are in excess of thirty-five (35) years in age.

The RPA exhibits characteristics of deterioration that are often indicative of properties that are extended well into their useful lives. As examined in July of 2023 to the present, many of the surface improvements within the Study Area were found to have varying degrees of deterioration. Sidewalks, streets, driveways, and parking lots exhibited significant cracking and uneven surfaces. Some parking areas are unpaved consisting of loose gravel or severely deteriorated and crumbling asphalt. In addition, several buildings exhibited missing or cracked mortar, the need for tuck pointing, damaged and worn awnings, the need for repairs to exterior siding/fascia, damaged window and door frame components, and evidence of leaking drain structures or water damage on vertical wall surfaces.

Further, because much of the RPA was developed in an era before the Village adopted its Comprehensive Plan reflecting more modern land use planning, the RPA suffers from adverse impacts associated with a lack of community planning. The RPA did not have the benefit, over several decades, of developing under the guidelines of an economic development plan. The area is categorized by uses that were developed individually and in piece meal fashion with no coordinated parking, internal circulation between sites, pedestrian enhancements or any unified features (signage, streetscape, etc.). Twenty-six (26) of the twenty-eight (28) structures in the RPA, or ninety three percent (93%), were built prior to the most recent version of the Comprehensive Plan was published in 2014.

The high volume of traffic along the Harlem Avenue corridor requires the coordination of future parking needs and planning for future ingress/egress. The RPA is also hindered by a lack of buffering between residential, retail, and commercial uses and the lack of modernized site improvements including internal circulation and available ingress/egress from Harlem Avenue. Both conditions are further examples of the detrimental effects of unguided development.

According to the Comprehensive Plan (2014), one of the major transportation needs is a new Harlem Avenue Multimodal Bridge over Harlem Avenue. This viaduct is part of the Harlem Avenue corridor improvement plan from the CTA Green Line Harlem stop to the CTA Blue Line Harlem stop. Funding for this project will be shared by neighboring communities of River Forest and Oak Park, and the Circle Harlem TIF is critical to meeting Forest Park's funding needs.

The RPA is also hindered by inadequate loading and unloading areas due to the size and configuration of many of the lots. While most of the commercial buildings are served by an alley loading and unloading may still be problematic because in most cases it would block the flow of traffic in the alley during the process. The RPA is also hindered by inadequate and undersized copper and lead water service lines, and combined storm as well as combined stormwater and sanitary sewers, which is reflected by deteriorating conditions of the infrastructure and insufficient capacity to serve existing development and certainly any proposed new redevelopment projects.

Finally, the growth of the equalized assessed valuation (EAV) of all the properties in the Study Area was found to: (i) have declined for three (3) of the last five (5) tax years, and (ii) have increased at an annual rate that is less than the Consumer Price Index for All Urban Consumers (CPI-U) for four (4) of the last five (5) tax years. The qualification factors discussed within this TIF Qualification Report (the "Report") qualify the RPA as a conservation area, as that term is hereinafter defined pursuant to the Act.

The Village believes that the RPA would be a candidate for redevelopment if the qualification factors discussed in this Report are mitigated. The Village believes that the use of TIF can mitigate these negative obstacles that currently impede redevelopment.

The Village does not plan to dislocate ten (10) or more inhabited residential units as part of this redevelopment effort. As such, pursuant to the Act, as amended, the Village is not required to prepare a housing impact study. If at some point in the future, the Village anticipates dislocating ten (10) or more inhabited residential units, then the Village must amend this document and complete a housing impact study.

Objectives

The Village's redevelopment objectives propose to ameliorate to the extent possible the negative impact of the qualification factors which are prevalent in much of the Study Area and enhance retail, commercial, industrial, and mixed-use opportunities where appropriate. To achieve these objectives the Village proposes the following guidelines:

- To encourage redevelopment within the RPA that will address the piecemeal development practices, older building conditions and attract new land uses which are consistent with the existing uses and provide an enhanced tax base to support the entire Village;
- To implement coordinated development/design practices as set forth in the Village's Comprehensive Plan;
- To assist site assembly and preparation in order to provide for the reuse of properties for this stated purpose;
- To coordinate area parking facilities;
- To install the necessary infrastructure improvements for improved ingress and egress, loading and unloading areas, and internal circulation; and
- To increase the appeal of the commercial corridors and expand pedestrian enhancements.

The Village's general economic development goals are to enhance retail, commercial, industrial, and mixed-use opportunities within the Village and the RPA. Given the Village's goals as well as the conditions described in this Report, the Village has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, Village officials believe current conditions will worsen. The Village intends to create and implement such a plan in order to restore, stabilize and increase the economic base associated with the RPA which will not only increase tax revenues associated with the RPA but also benefit the community as a whole.

Because of the conditions observed in the RPA and the required coordination of future land uses, the Village enthusiastically supports the foregoing redevelopment objectives. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive planning for economic development controlled by the Village. Through this coordinated effort, the RPA is expected to improve. Development barriers, inherent with current conditions within the RPA, which impede economic growth under existing market standards, are expected to be eliminated.

The Village has further determined that redevelopment currently planned for the RPA may only be feasible with public finance assistance. The creation and utilization of a TIF

redevelopment plan is intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA.

The use of TIF relies upon leveraged private redevelopment in the RPA creating higher real estate value that would otherwise decline or stagnate without such investment. The result of such investment will lead to increased property taxes compared to the previous land-use (or lack of use). In this way the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Ryan, LLC examined the RPA beginning in July of 2023 to the date of this Report, and reviewed information collected for the RPA to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a redevelopment project area is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both a blighted area and conservation area.”

Under the Act, conservation area is defined as “any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means

that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lag in EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available."

III. THE PROPOSED RPA

The RPA is located in the northeast portion of the Village and consists primarily of retail, commercial, industrial, and mixed uses. The RPA is a contiguous area which generally includes parcels on the west side of Harlem Avenue and the north Village boundary along the CTA/UPPR rail tracks. The proposed RPA is generally bounded by Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west. Adjacent rights of way to the centerline of Harlem Avenue and Village boundary are also included.

The RPA consists of approximately twenty-eight (28) buildings and approximately forty-six (46) tax parcels. The RPA is approximately twenty-six (26) acres in size and includes approximately three (3) residential units.

The RPA described herein meets the eligibility requirements for designation as a conservation area under the Act. All of the parcels were examined to determine the number of structures aged thirty-five (35) years or greater, as required under the conservation area criteria of the Act. It was determined by site surveys, Cook County Assessor data and Village input that ninety three percent (93%) of the structures in the RPA were thirty-five (35) years old or greater. Furthermore, the RPA as a whole was found to evidence five (5) qualification factors. The minimum required for a finding of a conservation area is that over fifty percent (50%) of the improved structures are thirty-five (35) years old or greater and the existence of three (3) qualification factors dictated by the Act.

It was further found that the required qualifying factors are reasonably distributed throughout the RPA. The Consultant and the Village reserve the right to make additional findings in connection with this Report prior to the adoption of the TIF District. Thus, the Report is subject to revisions to the extent such revisions are allowable prior to any action by the Village to adopt the TIF District, as permitted in accordance with the Act.

IV. METHODOLOGY OF EVALUATION

In evaluating the RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from the Consultant. Site surveys were completed for each parcel within a block (based upon Cook County map blocks), within the area.
- 2) Exterior evaluation of structures was completed noting such conditions as deterioration, obsolescence, and deleterious land use and layout, along with other factors contained in the TIF area. Additionally, 2016 through 2021 tax information from the Cook County Clerk's Office, Cook County parcel tax maps, site data, local history (discussions with Village staff), and an evaluation of area-wide factors that have affected the RPA's development (e.g., lack of community planning, and lag in equalized assessed value) were reviewed. The Consultant studied the RPA in its entirety. Village redevelopment goals and objectives for the RPA were also reviewed with Village staff. A photographic recording and analysis of the RPA was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, qualification factors of specific structures and site conditions on the parcels.
- 4) The RPA was examined to determine the applicability of age, plus the thirteen (13) other qualification factors for TIF designation as a conservation area under the Act. Evaluation was made by reviewing the information from the site surveys and other relevant information collected for the RPA and determining how it measured when evaluated against the qualification factors.

V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

Based upon the Consultant's evaluation of parcels in the Study Area and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the proposed TIF District as a conservation area. These factors are found to be clearly present and reasonably distributed throughout the Study Area, as required under the Act. In addition to age at least three other qualifying factors must be present to a meaningful extent throughout the RPA.

A. Threshold Qualification

Age. Based upon site surveys; and Cook County and Village data, approximately ninety three percent (93%) (26 of the 28) of the structures in the RPA were found to be thirty-five (35) years of age or older.

B. Other Conservation Factors (must include three or more factors)

1. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use.

Obsolescence is exhibited in part by age of the existing structures, as well as the fact that many of the buildings have met or are exceeding their apparent useful life. Additionally, the fact that many tenant spaces along Harlem Avenue lack adequate access for separate loading and unloading areas, ingress and egress, and adequate parking contributes to this factor. While most of the commercial buildings are served by an alley on the west side of Harlem Avenue, loading and unloading may still be problematic because in most cases it would block the flow of traffic in the alley during the process.

The area suffers from area-wide obsolescence connected in part to the lack of community planning, the lag in the growth of EAV for the Study Area when compared with the rest of the Village and the CPI-U, and the age of many of the structures.

The combination of the above referenced factors could limit the ability of mid to large size retailers from locating in the corridor. Indeed, some larger tenants such as the CVS located at 7216 Circle Avenue and the Bed Bath & Beyond located at 215 North Harlem Avenue have closed, leaving significant vacancies.

Overall, these structures have a disproportionately negative "spill-over" effect on the area given the size of the properties (both the buildings and the associated land areas). Absent private and public sector reinvestment, such conditions may deter other property owners from reinvesting in their own properties. The obsolete conditions within the area thus hinder Village goals to promote a more suitable mix of retail, commercial, mixed use, and residential land uses.

2. Deterioration. The Act defines deterioration with respect to buildings defects, including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Many of the parcels displayed signs of deteriorated building conditions including, but not limited to, damaged fascia, doors, windows, and entryways, rotting wood, and missing mortar which require repairs, upgrades and replacement. In addition, evidence to support deteriorated surface conditions included, but was not limited to, cracking of pavement areas, potholes and depressions in roadway and parking areas, weeds protruding through paved and concrete areas and loose gravel in parking areas and driveways for many of the parcels.

3. Inadequate Utilities. The Act refers to underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

Much of the Study Area suffers from deterioration to Infrastructure Components. Most of the existing sewer system in the Study Area is comprised of combined stormwater and sanitary sewer, is more than 90 years old, and was designed and constructed with outdated engineering standards. According to a Sewer Separation Report (2015), this outdated engineering combined with insufficient stormwater detention leads to sewer backups into basements as well as significant inundation after periods of heavy rainfall. This can result in not only interrupted pedestrian and vehicular travel, but businesses being closed because employees and customers cannot access the property. Modern sanitary sewer standards would dictate that the sanitary sewers within the Study Area be either replaced or lined to reduce inflow and infiltration. A new and separate storm sewer could also be constructed to provide stormwater detention and reduce the burden on the combined sewer system.

The watermain that currently serves the Study Area was replaced approximately 40 years ago and is up to current engineering standards. However, many service lines to structures in the study area are undersized and will need to be replaced. At least thirty six percent (36%), or ten of the twenty-eight structures in the study area, have two-inch (2") copper service lines that are substandard. Finally, at least twenty five percent (25%), or seven of the twenty-eight structures in the study area, have existing lead water service lines and need to be replaced to meet IEPA standards.

Photographs and site visits also support the finding of deterioration to public streets, sidewalks, and alleyways. The public streets, parkways, and alleys within the Study Area

are aging and were not all constructed to current Village standards. Additionally, much of the surface parking area contains cracked asphalt, pavement, some cracked curbs, and surface asphalt in need of resurfacing.

At the northeast corner of the study area lies the Harlem Avenue Multimodal Bridge. Originally constructed in 1911, the bridge structure includes a CTA boarding platform, two CTA tracks, and three UPRR tracks serving both UPRR freight and Metra commuter trains. In its current configuration, the bridge is functionally obsolete in addressing current traffic along Harlem Avenue. The Harlem Avenue Multimodal Bridge is a pinch point for automobiles, buses, and street level freight movement, and restricts access through the local retail corridor from Madison Street to Lake Street. In addition, the low clearance and pier columns of the bridge create a safety hazard due to narrow lane widths, obstructed sight lines, and incompatible roadway geometrics. Pedestrian facilities at the site are not compliant with the Americans with Disabilities Act (ADA). The lack of adequate lighting under the bridge creates a safety issue for pedestrians and the deteriorated condition of the bridge and sidewalks discourages pedestrian activity. All of these deficiencies create a barrier between the commercially successful north side and the underdeveloped south side of the structure.

According to Village of Forest Park staff, the bridge itself is in poor condition with its component parts deteriorating. An inspection in 2009 found advanced deterioration in many of the structural components and cracking and spalling in the concrete abutments. Concrete pieces frequently fall from deteriorating sections of the abutment wall which must be temporarily secured each time. Structural steel members required repairs in 2014, and the need and frequency for such repairs will increase with time. Such repairs also require lane closures on Harlem Avenue for extended periods each time, causing significant traffic congestion for miles in each direction given the limited number of viaducts under the railroad. Replacing the entire bridge is the only option to resolve the current issues.

4. Lack of Community Planning. The Act refers to lack of community planning as the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

According to Village staff and building age review, much of the development that has occurred within the Study Area took place in a period of time prior to the Village adopting its Comprehensive Plan and Zoning Ordinance and before the Village followed its existing comprehensive planning procedures. The Village adopted its first Village wide Comprehensive Plan in 2001.

Prior to 2001, effective and sustained economic development plans and strategies intended to address the coordinated redevelopment of the entire Study Area were lacking. This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of a master plan directed toward long-term benefit for the Study Area. A lack of such efforts has contributed to the evolution of conservation area factors currently present within the Study Area.

All of the parcels fronting along the west side of Harlem Avenue have rather short depths and irregular shapes, limiting to a degree their usefulness and redevelopment potential. This is compounded by the lack of convenient parking and the inability of vehicles to access many of these parcels from Harlem Avenue. Much of the existing development along the street was developed without consideration given to convenient parking and internal circulation.

In addition, planning related efforts within the RPA and integration with frontage along Harlem Avenue is important in order to coordinate redevelopment efforts, and potentially increase valuations. Coordinated streetscape, pedestrian enhancements, signage, parking, and circulation efforts are also important throughout the area and could be facilitated through the use of TIF resources.

The Village's Comprehensive Plan (2014) identifies several strategies and recommendations to strengthen its commercial areas by creating physical improvements which enhance the appearance, appeal and utility of the mixed-use corridors. Specific excerpts relating to the Study Area are found below:

- a. **"Retain, expand, and attract a diverse mix of businesses and industries, thereby fostering investment and creating new jobs."**
 - i. When appropriate, consider incentives to attract and retain commercial enterprises.
 - ii. Prioritize existing areas within commercial corridors and encourage responsible redevelopment.
 - iii. Revitalize existing commercial corridors by encouraging redevelopment.
 - iv. Structure land use and zoning regulations to encourage mixed use development and redevelopment.
 - v. Develop and implement corridor plans to enhance and promote the Village's major transportation corridors.
 - vi. Maintain a business-friendly environment by providing resources, services, and assistance to the business community.
 - vii. Increase economic vitality by promoting tourism and local visitor experiences.
 - viii. Maintain a diverse economic base.
- b. **"Strengthen the land use and transportation relationship in Forest Park."**
 - i. Promote the Complete Streets policy to develop a comprehensive network of roadway, pedestrian and bikeway, and transit facilities. Implement this policy in coordination with the development/redevelopment of properties and roadways.

- ii. Integrate transportation projects and land use development/plans to support and strengthen each other.
 - iii. Encourage mixed use and transit-oriented development near transit stations and stops.
 - iv. Evaluate parking as necessary to respond to changing needs for new business and residential developments.
- c. **“Streetscape improvements, including the expansion of sidewalk widths, should be considered to improve walkability.** Sidewalks should be a minimum of ten feet wide when extended to the back of curb. Strategic locations should be identified to accommodate street furniture. Easements may be needed in order to accommodate the widened sidewalk and should be secured as part of the redevelopment process.”
- d. **“...any redevelopment along Harlem Avenue should include groups of properties.** The development pattern may be either at the front property line, or slightly stepped back in order to provide increased areas for wider sidewalks, parkways, and other pedestrian amenities that are needed to increase the safety of pedestrians walking along this busy corridor.”
- e. **“Parking should be developed to the rear or sides of buildings, except on intersecting street corners when possible, and lots should be screened with landscaped walls or fences to provide separation between cars and pedestrians.** Parking should be oriented to and accessed from the rear alley.”

5. Declining or Lagging EAV. The Act refers to lag in EAV as the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated

The total EAV of the RPA has declined for three (3) of the last five (5) years. Additionally, the total EAV of the RPA has grown at an annual rate that is less than the Consumer Price Index for All Urban Consumers (CPI-U) in four (4) of the last five (5) years. A summary of this analysis is presented in the table below.

EAV Trends for Study Area

*Tax Increment Financing Qualification Report – Circle Harlem TIF District
Forest Park, Illinois*

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	2022	2021	2020	2019	2018	2017
Total TIF Study Area	\$10,047,859	\$10,319,359	\$10,976,058	\$9,513,909	\$9,497,271	\$9,671,341
Annual % Change	<u>-2.6%</u>	<u>-6.0%</u>	15.4%	0.2%	<u>-1.8%</u>	-
Village of Forest Park	\$389,207,116	\$400,358,817	\$431,925,899	\$353,567,531	\$352,119,311	\$361,111,661
Village of Forest Park (Excluding TIF)	\$379,159,257	\$390,039,458	\$420,949,841	\$344,053,622	\$342,622,040	\$351,440,320
Annual % Change	-2.8%	-7.3%	22.4%	0.4%	-2.5%	-
CPI	<u>8.00%</u>	<u>4.70%</u>	1.20%	<u>1.80%</u>	<u>2.40%</u>	-

Lagging/Declining years are indicated.

Source: Cook County and U.S. Bureau of Labor Statistics

VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the potential designation of the RPA by the Village as a TIF District:

1. The RPA is contiguous and is greater than 1½ acres in size.
2. The RPA qualifies as a conservation area. A more detailed analysis of the qualification findings is outlined in Section V of this Report.
3. All property in the RPA would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the RPA, including the Village, has been impaired by the factors found present in the RPA.
5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of the Consultant, provide the Village with sufficient justification to consider designation of the RPA as a TIF District.

The RPA has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to the improvement of infrastructure and property maintenance as well as the coordination of redevelopment efforts for modern uses. These efforts will be important to the RPA's continued improvement and preservation of tax base.

EXHIBIT 1
PROPOSED TIF BOUNDARY MAP

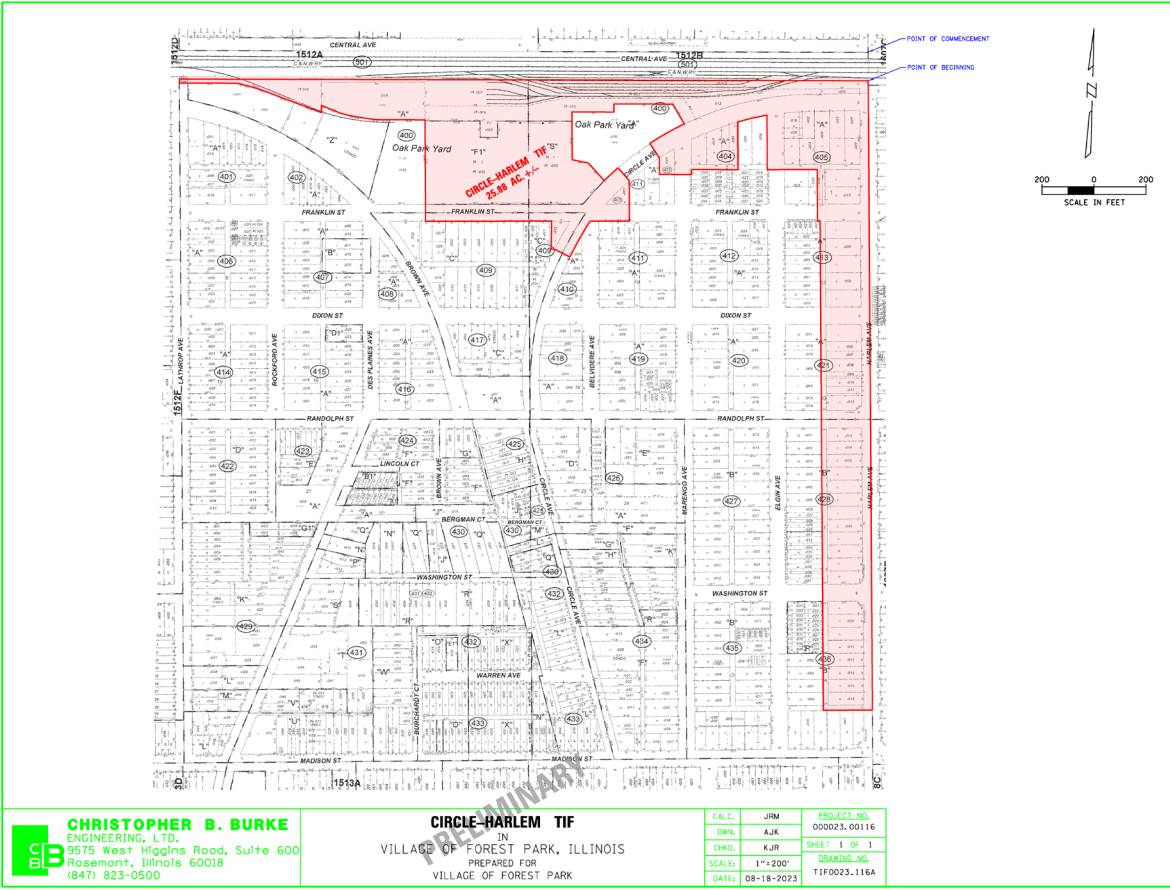


EXHIBIT 2
LEGAL DESCRIPTION

CIRCLE – HARLEM TIF DISTRICT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY, FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 IN RAILROAD ADDITION TO HARLEM AS RECORDED NOVEMBER 26, 1858; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 TO A POINT ON THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ELGIN AVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ELGIN AVE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO THE A POINT ON THE EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN SAID RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARENGO AVE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF MARENGO AVE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM TO A POINT ON THE WEST LINE OF SAID LOT 1 IN BLOCK 3; THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN BLOCK 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3; THENCE NORTHWESTERLY ALONG A RADIAL LINE TO CIRCLE AVENUE TO A POINT OPPOSITE AND ADJACENT TO SAID NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN BY QUIT CLAIM DEED RECORDED AUGUST 23, 1963 AS DOCUMENT NO. 18893094; THENCE NORTHWESTERLY ALONG SAID LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE

SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN TO A POINT OF INTERSECTION WITH A LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG SAID LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY A DISTANCE OF 230 FEET, MORE OR LESS; THENCE SOUTH ALONG A LINE BEING AT RIGHT ANGLES FROM SAID SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT ON A LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WEST ALONG SAID LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 162 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG SAID LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 187.30 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 64.4 FEET TO A POINT 90 FEET NORTHWESTERLY OF AND MEASURED RADially TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE ALONG A LINE DRAWN FROM A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO SAID POINT BEING 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTHEASTERLY ALONG A LINE TO SAID NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO A POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE AND THE SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF PART OF THE RESERVATION FOR RAILROAD PURPOSES, AS SHOWN ON THE PLAT OF RAILROAD ADDITION TO THE TOWN OF HARLEM, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1881 AS DOCUMENT NUMBER 358829; THENCE NORTHWESTERLY ALONG A LINE TO SAID POINT OF INTERSECTION; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 TO A POINT ON THE EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1 TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OPPOSITE AND ADJACENT TO A POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE

NORTH ALONG A LINE TO SAID POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE AT RIGHT ANGLES FROM THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, A DISTANCE OF 324.79 FEET TO A POINT 9 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO.760 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF THE SPUR TRACK, A DISTANCE OF 135.99 TO THE NORTHEAST CORNER OF LOT 3 IN "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NUMBER 96-722111 AND RESUBDIVISION OF PLAT RECORDED AS DOCUMENT NUMBER 97833582; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID "BROWN STREET STATION" RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF NON-TANGENCY; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 1 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING.

**AN ORDINANCE OF THE VILLAGE OF FOREST PARK,
COOK COUNTY, ILLINOIS, DESIGNATING THE
CIRCLE HARLEM REDEVELOPMENT PROJECT
AREA OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA
PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Forest Park, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment plan and redevelopment project (the “Plan and Project”) within the municipal boundaries of the Village and within a proposed redevelopment project area (the “Area”) described in Section 1 of this Ordinance; and

WHEREAS, the Mayor and Village Council of the Village (“the Corporate Authorities”) have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on November 13, 2023, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act.

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

Section 1. Area Designated. That the Area, as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full

by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Council of the Village of Forest Park, Cook County, Illinois, this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

Attest:

Vanessa Moritz, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY, FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 IN RAILROAD ADDITION TO HARLEM AS RECORDED NOVEMBER 26, 1858; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 TO A POINT ON THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ELGIN AVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ELGIN AVE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO THE A POINT ON THE EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN SAID RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARENGO AVE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF MARENGO AVE TO A POINT OF INTERSECTION

WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM TO A POINT ON THE WEST LINE OF SAID LOT 1 IN BLOCK 3; THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN BLOCK 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3; THENCE NORTHWESTERLY ALONG A RADIAL LINE TO CIRCLE AVENUE TO A POINT OPPOSITE AND ADJACENT TO SAID NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN BY QUIT CLAIM DEED RECORDED AUGUST 23, 1963 AS DOCUMENT NO. 18893094; THENCE NORTHWESTERLY ALONG SAID LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN TO A POINT OF INTERSECTION WITH A LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG SAID LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY A DISTANCE OF 230 FEET, MORE OR LESS; THENCE SOUTH ALONG A LINE BEING AT RIGHT ANGLES FROM SAID SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT ON A LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WEST ALONG SAID LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 162 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG SAID LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 187.30 FEET; THENCE

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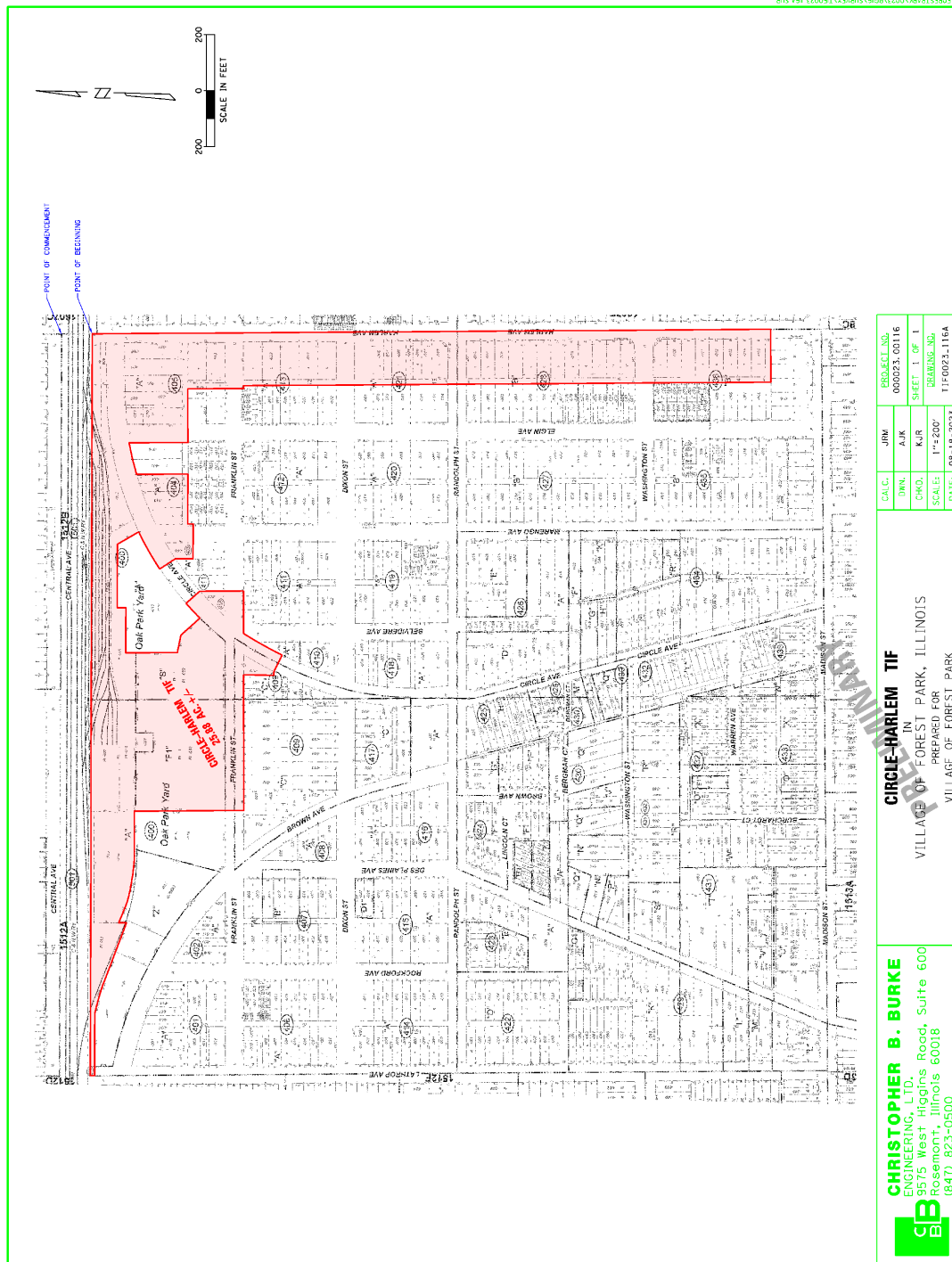
SPUR TRACK I.C.C. NO. 760 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF THE SPUR TRACK, A DISTANCE OF 135.99 TO THE NORTHEAST CORNER OF LOT 3 IN "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NUMBER 96-722111 AND RESUBDIVISION OF PLAT RECORDED AS DOCUMENT NUMBER 97833582; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID "BROWN STREET STATION" RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF NON-TANGENCY; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 1 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area the boundaries of which are the parcels on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (“CTA”)/Union Pacific Railroad (“UPPR”) rail tracks, and generally bounded by Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west, and includes all adjacent rights of way, including to the centerline of Harlem Avenue, the east boundary of the Village.

EXHIBIT C
Boundary Map



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**AN ORDINANCE OF THE VILLAGE OF FOREST PARK,
COOK COUNTY, ILLINOIS, ADOPTING TAX INCREMENT
ALLOCATION FINANCING FOR THE CIRCLE HARLEM
REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Forest Park, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment plan and redevelopment project (the “Plan and Project”) within the municipal boundaries of the Village and within a proposed redevelopment project area (the “Area”) described in Section 1 of this Ordinance; and

WHEREAS, the Mayor and Village Council of the Village (“the Corporate Authorities”) have heretofore by ordinance approved the Plan and Project and the Area and it is now necessary and desirable to adopt tax increment allocation financing pursuant to the Act.

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

Section 1. Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this

reference. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the redevelopment project costs incurred and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Treasurer of the Village of Forest Park, who shall deposit said taxes into a special fund, hereby created, and designated the “Harlem Circle Redevelopment Project Area Special Tax Allocation Fund” of the Village. Such taxes shall be used for the purpose of paying redevelopment project costs incurred and obligations incurred in the payment thereof.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Council of the Village of Forest Park, Cook County, Illinois, this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

Attest:

Vanessa Moritz, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY, FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF MADISON STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 IN RAILROAD ADDITION TO HARLEM AS RECORDED NOVEMBER 26, 1858; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 34 FEET OF THE EAST 53 FEET OF LOTS 6 AND 9 IN BLOCK 1 TO A POINT ON THE SOUTH LINE OF AN EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ELGIN AVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ELGIN AVE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO THE A POINT ON THE EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN SAID RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 4 FEET OF LOT 2 IN BLOCK 2 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE EAST-WEST 20-FOOT-WIDE PUBLIC ALLEY LYING NORTH OF SAID FRANKLIN STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARENGO AVE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF MARENGO AVE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 100 FEET

OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 3 IN SAID RAILROAD ADDITION TO HARLEM TO A POINT ON THE WEST LINE OF SAID LOT 1 IN BLOCK 3; THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN BLOCK 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3; THENCE NORTHWESTERLY ALONG A RADIAL LINE TO CIRCLE AVENUE TO A POINT OPPOSITE AND ADJACENT TO SAID NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN BY QUIT CLAIM DEED RECORDED AUGUST 23, 1963 AS DOCUMENT NO. 18893094; THENCE NORTHWESTERLY ALONG SAID LINE 50 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, JOSEPH GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN TO A POINT OF INTERSECTION WITH A LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG SAID LINE 102 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY A DISTANCE OF 230 FEET, MORE OR LESS; THENCE SOUTH ALONG A LINE BEING AT RIGHT ANGLES FROM SAID SOUTH BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT ON A LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WEST ALONG SAID LINE BEING 8.50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SPUR TRACK I.C.C. NUMBER 367 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 162 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG SAID LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID FRANKLIN STREET THROUGH A POINT THEREIN WHICH IS 41.0 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 187.30 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 64.4 FEET TO A POINT 90 FEET NORTHWESTERLY OF AND MEASURED RADially TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CIRCLE AVENUE ALONG A LINE

DRAWN FROM A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE, 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO SAID POINT BEING 121.5 FEET CHORD DISTANCE FROM SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTHEASTERLY ALONG A LINE TO SAID NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4 IN SAID BLOCK 3 IN RAILROAD ADDITION TO HARLEM AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OF INTERSECTION WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE TO A POINT BEING OPPOSITE AND ADJACENT TO A POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE AND THE SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF PART OF THE RESERVATION FOR RAILROAD PURPOSES, AS SHOWN ON THE PLAT OF RAILROAD ADDITION TO THE TOWN OF HARLEM, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1881 AS DOCUMENT NUMBER 358829; THENCE NORTHWESTERLY ALONG A LINE TO SAID POINT OF INTERSECTION; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 108 FEET OF LOT 1 IN BLOCK 1 TO A POINT ON THE EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 8.0 FEET OF SAID LOT 1 IN BLOCK 1 TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET TO A POINT OPPOSITE AND ADJACENT TO A POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE TO SAID POINT BEING 606.90 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CIRCLE AVENUE; THENCE NORTH ALONG A LINE AT RIGHT ANGLES FROM THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, A DISTANCE OF 324.79 FEET TO A POINT 9 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 760 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF THE SPUR TRACK, A DISTANCE OF 135.99 TO THE NORTHEAST CORNER OF LOT 3 IN "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION, ACCORDING TO

THE PLAT THEREOF RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NUMBER 96-722111 AND RESUBDIVISION OF PLAT RECORDED AS DOCUMENT NUMBER 97833582; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID "BROWN STREET STATION" RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID "BROWN STREET STATION" RESUBDIVISION OF LOTS 1 AND 2 IN SILVER MOON SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF NON-TANGENCY; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 1 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area the boundaries of which are the parcels on the west side of Harlem Avenue and the north Village boundary along the Chicago Transit Authority (“CTA”)/Union Pacific Railroad (“UPPR”) rail tracks, and generally bounded by Madison Street to the south, the CTA/UPPR rail tracks and the Village boundary to the north, Harlem Avenue to the east, and Lathrop Avenue to the west, and includes all adjacent rights of way, including to the centerline of Harlem Avenue, the east boundary of the Village.

Boundary Map



RESOLUTION NO. R-_____-23

**A RESOLUTION OF THE VILLAGE OF FOREST PARK, ILLINOIS,
AUTHORIZING AND DIRECTING THE TRANSFER OF FUNDS FROM
THE BROWN STREET STATION-HARLEM AVENUE TIF DISTRICT
TO THE CIRCLE HARLEM TIF DISTRICT**

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

Section 1. The Finance Director of the Village of Forest Park, or her designee, is hereby authorized and directed to transfer all unencumbered funds in the Special Tax Allocation Fund of the Brown Street Station-Harlem Avenue TIF District to the Special Tax Allocation Fund of the Circle Harlem TIF District.

Section 2. The Village officials, officers, employees, consultants and agents are directed and authorized to take all such actions reasonably necessary to carry out the purpose and intent of this Resolution

Section 3. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 27th day of November, 2023.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

TO: Mayor Hoskins
Commissioners
Village Administrator Entler

FROM: Letitia Olmsted, Finance Director

DATE: November 27, 2023

RE: Estimate of property taxes levied for the 2023 tax year

Rory E. Hoskins
MAYOR

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

The Village and Library file a combined annual tax levy via ordinance with the Cook County Clerk. As non-home rule entities, the Village and Library are subject to the Property Tax Extension Limitation Law (PTELL), which states that the levy increase must be the lesser of 5% or the percentage increase in the Consumer Price Index (CPI) during the twelve month calendar year preceding the levy year. CPI for tax year 2022 was 7%. The 2022 combined tax levy was proposed with a 5.6% increase from the 2021 extension. The actual increase was 5%, the maximum allowable under PTELL. Per the Village levy, Police and Fire Pension fund contributions increased by \$736,889, and corporate and special revenue fund revenues were reduced from the 2021 extension by (\$294,128); net new revenue totaled \$442,761. Pension obligations increase annually, and since the Village has an imposed tax cap, funds are redistributed from general operations in attempt to reduce the pension liability. The Library recognized \$145,241 in new revenue for tax year 2022.

For levy year 2023, CPI is 6.5%. The estimate for the 2023 levy for both the Village and the Library combined is a 6.5% increase over the 2022 extension. This increase over the 5% PTELL includes an estimate of the recovered increment from the Brown Street Station TIF that will be terminated in December 2023. In the year that a TIF retires, all affected taxing districts may increase their levies to receive a one-time revenue increase from the addition of the increment value, without a corresponding increase in the tax rate applied to taxpayers.

As proposed, the 2023 levy increase at 6.5% equates \$436,146 in new revenue for the Village, and \$141,418 for the Library. For the Village levy, an estimated \$904,818 is additional revenue to the Police and Fire Pension funds, reducing general corporate and special revenue funds by (\$468,673) from the 2022 extended levy. These additional allocations to the pension funds are still short of the Illinois statutory minimum contribution as calculated by the Village actuary. To reduce this shortfall, supplemental payments are distributed to both pension funds through the Bills by Resolution on each Council agenda, and Personal Property Replacement Tax funds are allocated when disbursed from the State. With these additional contributions, both pension funds are in the 90% funding range for tax year 2023. This does not equate to being 90% funded, it is only the measure of funding anticipated for tax year 2023. It is expected that as future

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

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MAYOR

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Vanessa Moritz
VILLAGE CLERK

new revenues are incorporated into the budget, additional commitments will be made to reduce the unfunded liability balances and fulfill pension obligations. By statute, pensions are to be funded at 90% by 2040.

Corporate funds are the day to day operations of the Village, and while reduction of revenues to these funds is not sustainable, the requirement to fulfill the pension obligations is of equal significance.

The Cook County Clerk establishes a limiting rate based upon prior year CPI and the Equalized Assessed Valuation (EAV). For tax year 2021, the EAV decreased (7.3%), and tax year 2022 the EAV decreased again by (2.8%). A component to the reduction in EAV was a reduction to the State equalization factor by the Illinois Department of Revenue in both tax years. The intent of the equalization factor is to achieve uniform property assessments throughout the state. Properties will be reassessed in 2023. The County will establish a limiting tax rate based upon the 2023 tax year EAV, which should be available in late summer of 2024. This levy estimate as presented in all likelihood will be reduced due to the calculated limiting rate. When the levy is filed with the Cook County Clerk, the Clerk will be directed to calculate separate limiting rates for the Village and Library.

On the overall property tax bill, the Village typically is responsible for 14% of the taxing districts' calculated levies, and the Library is just under 5%.

A draft of the 2023 levy document will be available for public inspection on November 27, 2023; the notice of the public hearing will be posted in the Forest Park Review on December 6, 2023; and the public hearing and adoption will occur at the December 18, 2023 Council meeting. The levy must be filed with the Clerk no later than December 26, 2023.

RESOLUTION NO. R-_____-23

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED BY THE VILLAGE OF FOREST PARK
FOR THE 2023 TAX YEAR**

WHEREAS, the Truth-in-Taxation Law (35 ILCS 200/18-55 *et seq.*) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code and debt service levies, estimated to be necessary to be raised by taxes from year to year.

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

Section 1: Determination of Estimate of Taxes to be Levied.

The corporate authorities of the Village of Forest Park, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2023 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is Nine Million Four Hundred Sixty Three Thousand One Hundred Sixty Three and 00/100 Dollars (\$9,463,163).

Section 2: Public Hearing.

A public hearing on the intent to adopt the aggregate tax levy for the 2023 tax year is hereby called for Monday, December 18, 2023, at the hour of 6:45 p.m., at the Village of Forest Park Village Hall, 517 Des Plaines Avenue, Forest Park, Illinois.

Section 3: Notice.

The notice of the time and place of such public hearing shall be prepared and published in an English language newspaper of general circulation published within the Village, or if there is no such newspaper, in an English newspaper of general circulation published within Cook County

and having circulation in the Village, not more than 14 days nor less than 7 days before the date of the public hearing in the form and manner provided by law.

Section 4: This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 27th day of November, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office
this 27th day of November, 2023.

Vanessa Moritz, Village Clerk



7555 Jackson Blvd
Forest Park, IL 60130

November 8, 2023

Dear Mr. Mayor and Commissioners of the Village of Forest Park,

I have submitted to you a Resolution of the Board of Library Trustees of the village of Forest Park, Cook County, Illinois, Advising Said Village of the Library's Amended Financial Requirements for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, and would be grateful for your acceptance of the Library's amended appropriation needs.

The appropriations we submitted to you via Resolution R-023-001 at the end of Fiscal Year 2022-2023 were not sufficiently high enough to account for funds that will be raised by our 2023 Levy. This was an unfortunate error, and we will work to prevent any such error moving forward in Fiscal Year 2024-2025 and on.

These amendments to our appropriation reflect the standard increases we expect to incur as we run the Library in the upcoming year.

We at the Library are grateful for the Village's support, and thank you for your consideration.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Vicki Rakowski". The signature is fluid and cursive, with a long, sweeping underline.

Vicki Rakowski
Director of the Forest Park Public Library

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

SECRETARY'S CERTIFICATE

I, James Pekoll, the duly qualified and acting Secretary of the Board of Library Trustees of the Village of Forest Park, Cook County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

NO. 023-006

**RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, ADVISING SAID
VILLAGE OF THE LIBRARY'S AMENDED FINANCIAL REQUIREMENTS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2023, AND ENDING APRIL 30, 2024**

adopted at a special meeting of the said Board of Library Trustees held on the 3rd day of November, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of November, 2023.



, Secretary of the Board of Library Trustees
of the Village of Forest Park

R 023-006

RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, ADVISING SAID
VILLAGE OF THE LIBRARY'S AMENDED FINANCIAL REQUIREMENTS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2023, AND ENDING APRIL 30, 2024

WHEREAS, the Board of Library Trustees of the Village of Forest Park, Cook County, Illinois (hereinafter referred to as the "Library Board") has previously passed by motion a written Statement of Financial Requirements for the Library of the Village of Forest Park for the Fiscal Year Beginning May 1, 2023 Through April 30, 2024; a Statement of Expected Income for the Library of the Village of Forest Park for the Fiscal Year Beginning May 1, 2023 Through April 30, 2024 and Items to be Levied from Special Taxes in Addition to the Library General Tax: Fiscal Year 2023-24 (collectively the "Library Financial Statements") advising the Village of Forest Park of the Library's financial requirements for the fiscal year Beginning May 1, 2023, and ending April 30, 2024; and

WHEREAS, since the passage of the motion which provided for the Statement of Financial Requirements for the Library of the Village of Forest Park for the Fiscal Year Beginning May 1, 2023 Through April 30, 2024; a Statement of Expected Income for the Library of the Village of Forest Park for the Fiscal Year Beginning May 1, 2023 Through April 30, 2024 and Items to be Levied from Special Taxes in Addition to the Library General Tax: Fiscal Year 2023-24 (collectively the "Library Financial Statements") advising the Village of Forest Park of the Library's financial requirements for the fiscal year Beginning May 1, 2023, and ending April 30, 2024, the Library has determined that certain appropriations as set forth below need to be increased to meet the financial requirements of the Library; and

WHEREAS the increase in the appropriation line items as set forth below will be reflected in the amount of money that will be levied by the Village of Forest Park for library purposes.

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

SECTION 1: That the appropriations line item for “Salaries” under the “Corporate” Section of the Library’s Appropriations for Fiscal Year 2023-2024 is hereby increased from \$1,198,000 to \$1,375,000.

SECTION 2: That the appropriations line item for “Circulation Expenses” under the “Corporate” Section of the Library’s Appropriations for Fiscal Year 2023-2024 is hereby increased from \$239,750 to \$260,000.

SECTION 3: That the appropriations line item for “FICA” under the “Special Tax Expenses” Section of the Library’s Appropriations for Fiscal Year 2023-2024 is hereby increased from \$60,000 to \$65,000.

SECTION 4: That the Secretary of the Library Board is hereby directed to file a certified copy of this Resolution with the Village Council of the Village of Forest Park, Cook County, Illinois.

SECTION 5: In the event that any section, clause, provision or part of this Resolution shall be found or determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7: That this Resolution shall become effective immediately upon adoption as allowed by law.

ADOPTED this 3rd day of November, 2023, pursuant to a roll call vote as follows:

AYES:

5

NAYS:

0

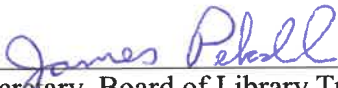
ABSENT:

1



President, Board of Library Trustees
of the Village of Forest Park

ATTEST:



Secretary, Board of Library Trustees
of the Village of Forest Park

ORDINANCE NO. O- -23
THE APPROPRIATION ORDINANCE OF THE VILLAGE OF FOREST PARK
COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING
MAY 1, 2023 AND ENDING APRIL 30, 2024

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

Section I. This Ordinance is hereby termed "The Appropriation Ordinance of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2023 and ending April 30, 2024."

Section II. The following amounts of money, or as much thereof as hereby may be authorized by law, be and the same are hereby appropriated for the several municipal objects and purposes hereinafter specified, and to pay all necessary expenses and liabilities of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2023 and ending April 30, 2024, to wit:

	<u>Appropriation</u>
GENERAL FUND	
<u>OFFICE OF PUBLIC AFFAIRS</u>	
<u>General Public Affairs</u>	
Salary for the Honorable Mayor	\$ 30,000
Salary for the Liquor Commissioner	\$ 10,000
Salary for Village Prosecutor	\$ 38,100
Salaries for Support Staff	\$ 207,802
Commissions	\$ 40,470
Codification of Village Code	\$ 7,100
Legal Services/Labor Negotiations	\$ 270,670
Consolidated Dispatch Service	\$ 895,214
Consulting Services	\$ 143,210
IT Village-Wide	\$ 164,856
Community Relations/Office Expenses	\$ 139,285
Total General Public Affairs	\$ 1,946,706
 <u>Police Department</u>	
Management and Office Salaries	\$ 1,624,355
Law Enforcement Expenses	\$ 244,725
Officer Salaries	\$ 4,452,450
Total Police Department	\$ 6,321,530
 <u>Community Center</u>	
Salaries	\$ 454,221
Community Relations/Office Expenses	\$ 14,720
Day Care Costs	\$ 23,000
Events/Senior Services	\$ 133,100
RTA Salaries	\$ 82,005
RTA Office/Equipment Expense	\$ 2,875
Total Community Center	\$ 709,921
 TOTAL FOR OFFICE OF PUBLIC AFFAIRS	 \$ 8,978,157

Appropriation

OFFICE OF ACCOUNTS AND FINANCE**Accounts and Finance**

Commissioner of Accounts and Finance	\$	10,000
Salaries	\$	247,651
Village Clerk/HR Administrator	\$	104,040
Insurance Benefits	\$	2,712,050
Audit/Consulting Services	\$	22,024
Office Equipment and Supplies	\$	418,843
Foreign Fire Insurance Tax	\$	40,000
Police Pension Cost	\$	3,470,428
Fire Pension Cost	\$	2,917,163
Federal Grants	\$	2,035,098
State Grants	\$	3,085,658
Local Grants	\$	93,129
Liability Insurance	\$	1,156,909
Total Clerk's Office	\$	16,312,994

Fire Department

Management and Office Salaries	\$	827,805
Firefighter Salaries	\$	2,610,202
Firefighting Equipment/Expenses	\$	189,296
Community Relations/Office Expenses	\$	17,250
Paramedic Services	\$	842,386
Total Fire Department	\$	4,486,939

TOTAL FOR OFFICE OF ACCOUNTS AND FINANCE**\$ 20,799,933****OFFICE OF HEALTH AND SAFETY**

Commissioner	\$	10,000
Salaries	\$	287,241
Plan Review/Inspections	\$	224,250
Community Relations/Office Expenses	\$	26,400

TOTAL OFFICE OF HEALTH AND SAFETY**\$ 547,891****OFFICE OF STREETS AND PUBLIC IMPROVEMENTS**

Commissioner	\$	10,000
Salaries	\$	390,338
Community Relations/Office Expenses	\$	8,340
Streets Maintenance, Equipment and Supplies	\$	1,739,914

TOTAL OFFICE OF STREETS AND PUBLIC IMPROVEMENTS**\$ 2,148,592****OFFICE OF PUBLIC PROPERTY**

Commissioner	\$	10,000
Salaries	\$	534,590
Community Relations/Office Expenses	\$	23,580
Property Maintenance	\$	313,166
Total General Public Property	\$	881,336

	<u>Appropriation</u>
<u>Street and Traffic Lighting</u>	\$ 405,796
<u>Fleet Maintenance</u>	\$ 705,900
<u>Forestry</u>	
Salaries	\$ 221,001
Other Forestry Expenses	\$ 138,935
Total Forestry	\$ 359,936
<u>Playgrounds and Recreation</u>	
Playground Maintenance/Improvement	\$ 3,750
Dog Park	\$ 3,750
Total for Playgrounds and Recreation	\$ 7,500
TOTAL OFFICE OF PUBLIC PROPERTY	\$ 2,360,468
TOTAL GENERAL FUND	<u>\$ 34,835,041</u>

SPECIAL REVENUE FUNDS

OFFICE OF PUBLIC AFFAIRS	
<u>Police Seizure Fund</u>	\$ 228,725
<u>DUI Enforcement Fund</u>	\$ 41,400
<u>U.S. Customs</u>	\$ 377,792
<u>Police Vehicle Fund</u>	\$ 75,000
TOTAL SPECIAL REVENUE FUNDS OFFICE OF PUBLIC AFFAIRS	\$ 722,917
OFFICE OF ACCOUNTS AND FINANCE	
<u>IMRF Fund</u>	\$ 318,290
<u>Social Security Fund</u>	\$ 390,750
<u>Brown Street Station TIF</u>	\$ 5,208,115
Consulting/Legal Services	\$ 120,000
Contract with Developer	\$ 30,000
Infrastructure Improvement Projects	\$ 1,423,443
Administration Charges	\$ 3,634,472
Bank Service Fees	\$ 200
<u>Roosevelt/Hannah TIF</u>	\$ 2,824,862
Consulting/Legal Services	\$ 120,000
Contract with Developer	\$ 1,000,000
Infrastructure Improvement Projects	\$ 784,662
Administration Charges	\$ 920,000
Bank Service Fees	\$ 200

	Appropriation
<u>Roosevelt Road Corridor TIF</u>	\$ 1,586,370
Consulting/Legal Services	\$ 120,000
Contract with Developer	\$ 750,000
Infrastructure Improvement Projects	\$ 716,170
Bank Service Fees	\$ 200
 TOTAL SPECIAL REVENUE FUNDS OFFICE OF ACCOUNTS AND FINANCE	 \$ 10,328,387
 OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	
<u>Motor Fuel Tax</u>	
Maintenance of Streets and Engineering	\$ 2,337,408
 <u>Series 2012 Bond Fund</u>	 \$ 5,207,779
Infrastructure Improvement Program	\$ 4,563,404
Administration Charges	\$ 575,000
Consulting/Legal Services	\$ 69,375
 TOTAL SPECIAL REVENUE FUNDS OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	 \$ 7,545,187
 OFFICE OF PUBLIC PROPERTY	
<u>Fleet Replacement Fund</u>	
Vehicle and Equipment	\$ 800,954
 TOTAL SPECIAL REVENUE FUND OFFICE OF PUBLIC PROPERTY	 \$ 800,954
 TOTAL SPECIAL REVENUE FUNDS	 \$ 19,397,445
 DEBT SERVICE FUNDS	
OFFICE OF ACCOUNTS AND FINANCE	
<u>Series 2012 Bond Fund</u>	\$ 711,250
Debt Service Bond Redemption	\$ 650,000
Debt Service Interest Payments	\$ 60,450
Debt Service Bank Fees	\$ 800
 TOTAL DEBT SERVICE FUNDS	 \$ 711,250
 ENTERPRISE FUND	
 OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	
<u>Water Fund</u>	
Wages/Benefits	\$ 439,185
Community Relations/Office expenses	\$ 174,119
Utilities/Tools/Supplies	\$ 72,000
Water Purchase/Treatment	\$ 2,844,900
Administration Charges	\$ 1,150,000
Sewer Cleaning and Repair/Water Main Repair	\$ 264,000
Equipment and Capital Maintenance	\$ 470,880
Infrastructure Improvements	\$ 4,276,736
Total Water Fund	\$ 9,691,820
 TOTAL ENTERPRISE FUND	 \$ 9,691,820

	<u>Appropriation</u>
FREE PUBLIC LIBRARY	
<u>Corporate</u>	
Salaries	\$ 1,375,000
Office Expenses/Equipment	\$ 573,994
Circulation Collection	\$ 260,000
<u>Special Tax Expenses</u>	
Building and Grounds Maintenance	\$ 76,168
Unemployment Insurance	\$ 5,000
Workmen's Compensation	\$ 3,000
FICA	\$ 65,000
Public Liability Insurance	\$ 20,000
IMRF	\$ 50,000
Audit	\$ 8,000
TOTAL FREE PUBLIC LIBRARY FUND	\$ 2,436,162
TOTAL APPROPRIATIONS	<u>\$ 67,071,718</u>

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

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

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

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

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

Appropriation

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

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

Passed by the Council of the Village of Forest Park, Cook County, Illinois this
27th day of November, 2023

APPROVED

Mayor

PASSED; This 27th day of November, 2023

APPROVED; This 27th day of November, 2023

PUBLISHED; This 27th day of November, 2023

ATTEST

Village Clerk

**CERTIFICATE OF ESTIMATED REVENUE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

Vanessa Moritz, Village Clerk of the Village of Forest Park, Cook County, Illinois, certifies that the estimated revenue by source of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2023 and ending April 30, 2024, is as follows:

			Sub-Total
GENERAL FUND:			
Taxes:	Property Taxes-Corporate	1,849,100	
	Personal Property Replacement Taxes	580,298	
	Sales Taxes	5,050,583	
	Auto Rental Tax	52,500	
	Utility Taxes	<u>1,303,250</u>	8,835,731
Intergovernmental Revenue:	State Income Tax	3,042,543	
	Local Use Tax	719,818	
	Foreign Fire Insurance Tax	47,500	
	IDOT Maintenance Agreement	117,671	
	Federal Grants	4,633,807	
	State of Illinois Grants	<u>3,521,875</u>	12,083,214
Licenses, Permits, and Fees:	Liquor Licenses	117,500	
	Vehicle Licenses	247,250	
	Business Licenses	138,058	
	Parking Permits	345,000	
	Amusement Rental Tax	1,200	
	Building & Zoning Fees	585,313	
	Other Licenses & Permits	<u>17,250</u>	1,451,570
Franchise Fees-Cable		247,250	247,250
Fines:	Traffic Tickets	624,450	
	Code Violation Fines	42,000	
	Reporting Fees	<u>7,500</u>	673,950
Fees for Services:	Ambulance Service	1,748,250	
	Community Center Child Care	284,050	
	RTA Subsidy & Rides	73,375	
	Contract Police Services	118,750	
	Parking Meters & Lots	456,665	
	Garbage Fees	1,244,582	
	Recycling/Yard Waste Fees	<u>245,595</u>	4,171,269
Rental Income:	Water Towers	171,348	
	Real Estate Right of Way	46,125	
	Community Center	<u>1,875</u>	219,348

Other Revenue:			Sub-Total
	Community Center Activities/Events	145,625	
	Local Grants	121,761	
	Insurance Proceeds	12,563	
	Sales of Assets	1,000	
	Miscellaneous Revenues	12,915	
	Interest & Dividends	<u>16,275</u>	310,139

General Fund Sub-Total 27,992,469

SEPARATE GENERAL FUND TAX LEVIES:

Fire Protection Property Taxes	637,500	
Police Protection Property Taxes	<u>637,500</u>	1,275,000
Forestry Property Taxes		75,000
Insurance Property Taxes		375,000

FIDUCIARY FUNDS:

<u>Police Pension:</u>		
Property Tax Levy	2,740,150	
Personal Property Replacement Tax	<u>46,170</u>	2,786,320
<u>Fire Pension:</u>		
Property Tax Levy	2,283,431	
Personal Property Replacement Tax	<u>50,279</u>	2,333,711

TOTAL SEPARATE LEVIES AND PPRT 6,845,031

TOTAL GENERAL FUND 34,837,500

SPECIAL REVENUE FUNDS:

<u>Illinois Municipal Retirement Fund:</u>		
Real Estate Taxes	322,000	
Replacement Taxes	<u>30,989</u>	352,990
<u>Social Security Fund:</u>		
Real Estate Taxes	368,000	
Replacement Taxes	<u>27,937</u>	395,937
<u>Motor Fuel Tax:</u>		
Motor Fuel Tax Allotments	708,899	
Reserve Funds	1,650,000	
Interest	<u>15,000</u>	2,373,899
<u>State Seizure Fund:</u>		
Seizure Sharing Funds	82,500	
Sales of Seized Vehicles	5,000	
Reserve Funds	150,000	
Interest	<u>800</u>	238,300

		Sub-Total
<u>DUI Enforcement Fund</u>		
Local share fines	11,900	
Reserve Funds	30,000	
Interest	<u>100</u>	42,000
<u>US Customs Fund:</u>		
Federal Sharing Funds	324,000	
Reserve Funds	55,000	
Interest	<u>40</u>	379,040
<u>Brown St. Station TIF:</u>		
Property Taxes - TIF Increment	385,135	
Reserve Funds	4,817,480	
Interest	<u>5,500</u>	5,208,115
<u>Roosevelt/Hannah TIF:</u>		
Property Taxes - TIF Increment	1,245,120	
Reserve Funds	1,750,000	
Interest	<u>12,000</u>	3,007,120
<u>Roosevelt Road Corridor TIF:</u>		
Property Taxes - TIF Increment	751,146	
Reserve Funds	850,000	
Interest	<u>5,000</u>	1,606,146
TOTAL SPECIAL REVENUE FUNDS		<u>13,603,547</u>
VIP CAPITAL PROJECTS FUND:		
Non-Home Rule Sales Tax	2,683,205	
Grant Revenues	779,990	
Reserve Funds	2,500,000	
Interest	<u>8,000</u>	5,971,195
CAPITAL ASSET FUNDS:		
<u>Police Vehicle Fund</u>		
Local share fines	35,950	
Sales of Assets	5,000	
Reserve Funds	40,000	
Interest	<u>700</u>	81,650
<u>Fleet Replacement Fund</u>		
Municipal Motor Fuel Tax	218,750	
Sales of Assets	5,000	
Financing Sources	350,000	
Reserve Funds	165,000	
Interest	<u>700</u>	821,100
TOTAL CAPITAL FUNDS		<u>6,873,945</u>

ENTERPRISE FUND:

		Sub-Total
<u>Water Fund:</u>		
Water Billings	7,964,510	
Penalties	300,000	
Reserve Funds	1,400,000	
Miscellaneous Charges/Fees	45,000	
Interest	<u>22,500</u>	9,732,010
TOTAL ENTERPRISE FUND		<u>9,732,010</u>

FREE PUBLIC LIBRARY:

<u>Public Library:</u>		
Real Estate Taxes	2,108,058	
Replacement Taxes	40,000	
Special Tax Revenues	238,104	
Grants	25,000	
Desk Income	15,000	
Interest	<u>10,000</u>	2,436,162
TOTAL FREE PUBLIC LIBRARY FUND		<u>2,436,162</u>

<u>TOTAL ESTIMATED REVENUE</u>	<u>\$ 67,483,165</u>
---------------------------------------	-----------------------------

Dated: _____

Vanessa Moritz
Village Clerk

Letitia Olmsted
Finance Director

SUBSCRIBED and SWORN to before me,
a Notary Public, in Cook County, Illinois,
this _____ Day of _____, 2023

Notary Public

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK
AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE GREEN ALLEY PROJECT**

WHEREAS, the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements.

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

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

Section 2. That certain “Intergovernmental Agreement By and Between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Green Alley Project in the Village of Forest Park” (“Agreement”), a copy of which is attached hereto as Exhibit A, is hereby approved.

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

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement in substantially the form attached hereto as Exhibit A

with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 27th day of November, 2023.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING

Path: N:\FORESTPARK\0023\GENERAL\2017\MWRD Green Infrastructure Grant\Location Map MWRD 2023.mxd



Copyright nearmap 2015

CLIENT:



TITLE:

PROJECT LOCATION MAP MWRD

PROJ. NO. 000023

DATE: 08/17/2022

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:	1:6,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	8/17/2022
FILE:	Location Map MWRD 2023		

EXH 1

EXHIBIT 2

MWRDGC'S PURCHASING ACT

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

MWRDGC'S MULTI-PROJECT LABOR AGREEMENT (MPLA)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

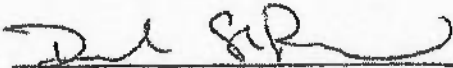
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

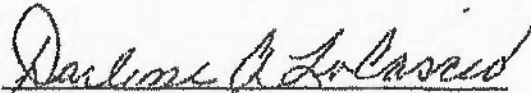
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

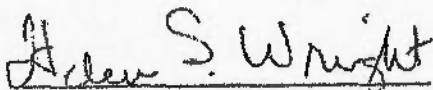


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

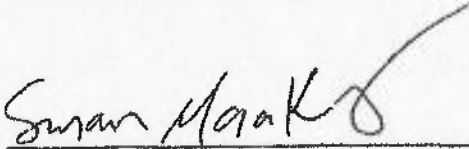
Approved as to Form and Legality



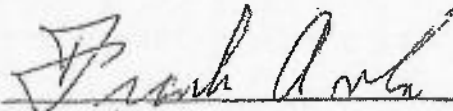
Helen Shields-Wright
Head Assistant Attorney



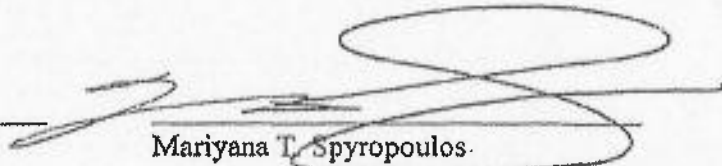
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

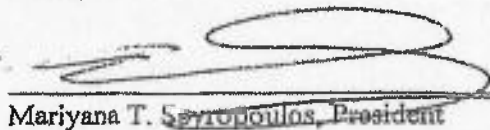


Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

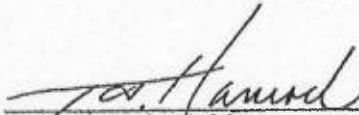
MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:

Dany Wimal
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

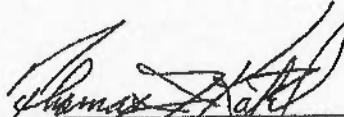
MWRD P.C.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

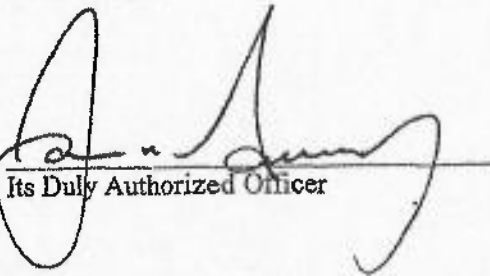
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

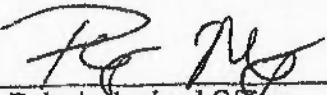
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

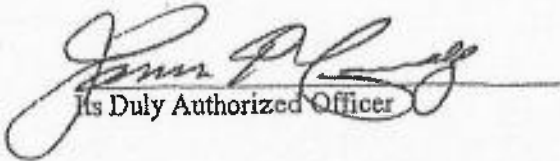
MARD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

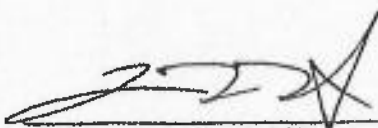
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

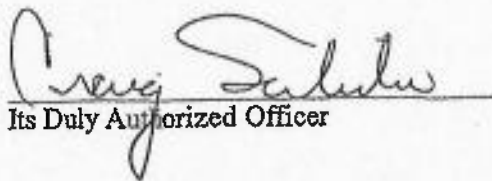
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer


MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCW
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CHRYST MASON & PLASTRA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MNRD PUA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8D86A9D40E

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago's 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a "participating trade group") for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company's facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

EXHIBIT 4

AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

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OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

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OF GREATER CHICAGO

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December 31, 2022

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AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. Declaration of Policy

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago ("District") to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

The District, pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy, as well as state and federal regulations, to assure the utilization of minority and women-owned business enterprises in a manner consistent with constitutional requirements; and

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

Section 2. Findings

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements; and

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago ("Board of Commissioners") directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women's Business Participation ("Appendix D"), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

Whereas, a 2004 study of the Metropolitan Chicago Construction Industry by Timothy Bates, Professor at Wayne State University, concluded that the evidence that African American, Hispanic, and women-owned businesses have been, and continue to be disadvantaged in the construction industry is strong, has remained consistent, and that compelling evidence indicates that African American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males; and

Whereas, a 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian-owned businesses continues to exist in the Metropolitan Chicago construction industry; and

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

Whereas, in 2010, the United States Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the United States Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other businesses on a fair and equal footing in government contracting markets, including in the construction industry; and

Whereas, in 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

Section 4. Coverage

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars (\$100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11.4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

Section 5. Definitions

The meaning of these terms in this Revised Appendix D are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.
- (g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.
- (i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.
- (j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

- (a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.
- (b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.
- (c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.
- (d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.
- (e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.
- (f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

- (a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.
- (b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.
- (c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.
- (d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

(e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.

(f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.

(g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.

(h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.

(i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.

(j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.

(l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.

(m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.

(n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.

(o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

Section 8. Support and Outreach

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

- (a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.
- (b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.
- (c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.
- (d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.
- (e) Participation in mandatory pre-bid conferences, as applicable.
- (f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

Section 9. District Roles and Responsibilities

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

- (a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.
- (b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.
- (c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.
- (d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.
- (e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.
- (f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

Section 10. Certification Eligibility

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

(i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.

(j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.

(k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.

(l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.

(m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.

(n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.

(o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.

(p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

Section 11. Appeals

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

(a) **Timeliness of appeals.** The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.

(b) **Form of appeals.** Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.

(c) **Content of appeals.** The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

Section 13. Contract Goals

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

Section 14. Counting MBE and WBE Participation Towards Contract Goals

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing; managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

Section 15. Utilization Plan Submission

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (e.g., written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

Section 16. Bid Submission Compliance Review

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

Section 17. Mentor-Protégé Program

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

Section 18. Contract Performance Compliance

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

- (1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.
- (2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.

(4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.

(5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.

(6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.

(iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (e.g., safety), the Administrator may require a response period shorter than five (5) business days.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.

(v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.

(vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

Section 19. Compliance System

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

- (a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.
- (b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

Section 20. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 21. Federal Regulations

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

Section 22. Reporting and Review

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

- (b) Identification of any difficulties with the enforcement of this Revised Appendix D; and
- (c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

Section 23. Sunset Provision

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

Section 24. Repeal of Prior Inconsistent Provisions

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

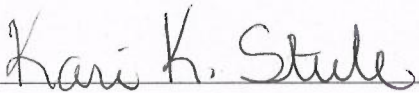
Section 25. Severability

If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

Section 26. Effective Dates


This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.

ADOPTED:

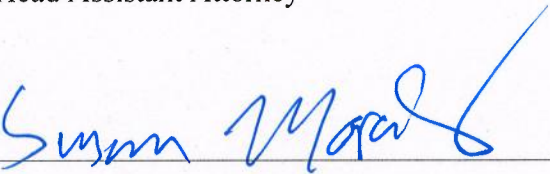


Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

EXHIBIT 5

VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY, APPENDIX V

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
 - (i) was discharged on the basis of hardship; or
 - (ii) was released from active duty because of a service-connected disability; or
 - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
 - (ii) bad conduct discharge; or
 - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
- (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
- (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. Certification Eligibility

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
 - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

*Section 5. **Good Faith Efforts***

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

*Section 6. **VBE Commitment Form Submission***

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

*Section 7. **Effective Date***

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

EXHIBIT 6
M/WBE UTILIZATION PLAN

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE
COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i) (1)-(8).

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm) _____ MBE: Yes ___ No ___
WBE: Yes ___ No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____

(Written in Figures)

(Written in Words) _____

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name/Title (Print)

Date _____ Phone _____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

EXHIBIT 7

VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

EXHIBIT 8

AFFIRMATIVE ACTION STATUS REPORT

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public

EXHIBIT 9

OPERATION AND MAINTENANCE PLAN, INSPECTION LOG

EXHIBIT 10

PROJECT SITE PROPERTY INTEREST DOCUMENTS OR AFFIDAVIT

VILLAGE OF FOREST PARK
OPERATION & MAINTENANCE PLAN
FOR
GREEN ALLEY PROJECT

Inspection Schedule

By December 31st of each year following final completion of the Project, the Village of Forest Park must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the Village of Forest Park will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the Village of Forest Park will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.

Permeable Pavement Systems O&M Plan

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the Village of Forest Park's inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
 - a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
 - b. Remove any vegetation growth.
 - c. Inspect observation wells verify that the aggregate storage reservoir is drawing down effectively.
 - d. Inspect all drainage structures for proper operation.
 - e. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
 - a. If surface infiltration rates decline, or clogging is occurring, vacuum cleaning is highly recommended.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable, except on permeable concrete. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
 - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.

- b. Application of pavement seal-coating.
- c. Application of excessive load, so as to cause cracking and deformation.
- d. Application of sand for improving traction.
- e. Application of salt on permeable concrete.
- f. Applications of chemicals for weed control

Sign-off by Director of Public Works or equivalent:

I attest that I have reviewed this plan and can commit the necessary resources towards implementing it.

Printed name

Title

Signature

Date

Inspection Log for Permeable Pavements		
<ul style="list-style-type: none"> Refer to the "Village of Forest Park's Operation & Maintenance Plan for Green Alley Project" for detailed requirements. Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches Fill out one form for each permeable pavement area inspected. 		
Inspector: Date: _____ Time: _____ Time Passed Since Last Rain Event: _____		Project #: _____ Project Name: _____
Permeable/Porous Pavement Area: _____ General Site Conditions: _____		
Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
Surface Infiltration		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
Pavement Condition		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
Controlling Run-On		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
Salt/Deicing (Early Spring only)		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
Drainage Structure Inspection (Early Spring/Late Fall/After >1.5 inches of rainfall)		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
Signage		
Signage for no stockpiling/seal coating, etc. is present		
Educational signage is present and in good condition		
Additional Comments, Recommendations: 		

STATE OF ILLINOIS
COUNTY OF COOK

AFFIDAVIT OF OWNERSHIP

_____, being first duly sworn on oath, deposes and says:
(Print Name of Affiant)

1. I am the _____ of the Village of Forest Park (Village), and duly authorized to
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago (“District”) for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement (“IGA”), described and referred to as:

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
FOREST PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE GREEN ALLEY PROJECT IN FOREST PARK, ILLINOIS**

(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.
3. The Village represents that the site on which the Project will be constructed (“Project site”) lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:
- two (2) successive north-south alleys bounded by an east-west alley just south of Harrison Street to the north, Marengo Avenue to the east, Harvard Street to the south, and Circle Avenue to the west*

(Print Street Address)*

4. The Village represents that the most current Cook County Tax map (also known as “Sidwell map”) depicting the area(s) encompassing the entire Project site can be found at www.cookcountyclerk.com and confirms paragraph 3 above.
5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.
6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.
7. This Affidavit is made for the purpose of complying with Article 4, paragraph 1 of the IGA.

(Affiant)

ATTEST:

Clerk

Date

*Use additional sheet, if necessary

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FOREST PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN ALLEY PROJECT IN FOREST PARK, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Forest Park (“Village”), a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC’s formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing two (2) permeable alleys using permeable pavers in the following locations in Forest Park, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area (“Public Benefit”): two (2) successive north-south alleys bounded by an east-west alley just south of Harrison Street to the north, Marengo Avenue to the east, Harvard Street to the south, and Circle Avenue to the west; and

WHEREAS, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC’s goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village’s plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on June 1, 2023, the MWRDGC’s Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

WHEREAS, on [REDACTED], 2023, the Mayor and Village Council of the Village authorized the execution of an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Village agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure”.
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of forty-seven thousand seven hundred (47,700) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
6. The Village will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC’s approval as to the Public Benefit. The MWRDGC will review and provide written comments to the Village within thirty (30) calendar days of receipt. The Village will incorporate the MWRDGC’s review comments into the Construction Documents. At the sixty percent (60%) completion stage, the Village will include a report of the geotechnical investigation which must include the infiltration rate of the underlying soil and the depth of the seasonably high ground water level at the Project location. At the ninety-eight percent (98%) completion stage, the Village will include a detailed opinion regarding probable cost of construction and will include

a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Village expects to incur.

7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the Project construction. Also, upon award, the Village will provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the contract.
8. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.
10. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
12. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general

accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.

13. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.
14. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals".
15. The Village **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE") and/or Women-owned Business Enterprises ("WBE").
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely in the MWRDGC's

discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).

18. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's participation goals and requirements.
19. To evidence compliance with the MWRDGC's participation goals, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.
20. Together with each and every reimbursement request, the Village must submit to the MWRDGC the following: (1) a MBE/WBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
21. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
22. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.

23. The Village will submit an Operation and Maintenance Plan (“O&M Plan”) for the MWRDGC’s review and approval. The O&M Plan will be included as part of this Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. The MWRDGC will reimburse the Village for seventy and 10/100 percent (70.1%) (“Maximum Reimbursement Percentage”) of the total construction cost of the Project, but in no event will that amount exceed four hundred ninety-four thousand and 00/100 dollars (\$494,000.00) (“Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project.
25. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for twenty-five percent (25%) completion of construction;
 - b. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for fifty percent (50%) completion of construction;
 - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for seventy-five percent (75%) completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the Maximum Reimbursement Percentage of the total construction cost will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. However, all invoices must be received no later than December 31, 2024. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

26. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which this Agreement is executed. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.
27. The Village is responsible for all other Project costs including engineering, property acquisition, remediation, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
28. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 6 of this Agreement.

Article 4. Environmental Site Assessment

1. The MWRDGC and the Village agree that an environmental site assessment may be completed at the Project site prior to any work being performed in accordance with this Agreement.
2. The MWRDGC will reimburse the Village for the Maximum Reimbursement Percentage of the total cost of the environmental site assessment, but in no event will that amount exceed ten thousand dollars (\$10,000.00).
3. The Village is responsible for contracting with a company to provide the environmental site assessment. The Village must ensure that the company is properly licensed and insured to perform the necessary work.

4. The Village must provide the invoice for the environmental site assessment within ten (10) calendar days of receipt for reimbursement by the MWRDGC.
5. The funds to be provided by the MWRDGC to the Village for the environmental site assessment will be separate and distinct from the funds to be provided for the Project, as described in Article 2 Paragraph 24 of this Agreement.
6. The Village will provide the MWRDGC with a copy of the environmental site assessment report within ten (10) calendar days of receipt for the MWRDGC's review.
7. If, after review of the environmental site assessment report, it is determined that remediation of the Project site is required, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.

Article 5. Property Interests

1. If the Project site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to the MWRDGC. If the Project site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit from the MWRDGC, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 6 of this Agreement.

3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design and/or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.
5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Paragraph of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 9 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's sole discretion. Alternatively, failure to comply with this Paragraph during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Village from the MWRDGC for the Project, at the MWRDGC's sole discretion.

Article 6. Maintenance

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Paragraph 4 of this Article, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this paragraph will not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.

6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 5 of this Agreement.

Article 7. Notification

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 8. Notification to Residents (Public Outreach)

1. The Village will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management". The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Village will notify the MWRDGC of its intent to hold any ceremonies, public outreach, or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. The MWRDGC may provide materials or equipment to be used to assist the Village in disseminating Project-related information at these events.

Article 9. Termination

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-

related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of this Agreement.

2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of this Agreement or by October 1, 2024, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the Village's initial award of a construction contract related to the Project or by December 1, 2024, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon either (a) or (b) listed above, the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.
3. If, pursuant to Article 4 and Article 5 of this Agreement, the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC. The MWRDGC will provide thirty (30) calendar days' written notice to the Village of intent to terminate. Any funds received by the Village from the MWRDGC must be returned within thirty (30) calendar days of such termination.
4. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.
5. If it is determined that the Village provided false, incorrect, or misleading information regarding the Project or the funding thereof, the MWRDGC may terminate this Agreement and require the Village to return a portion or all of the Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following termination of this Agreement.

The determination as to whether the Village has violated this Paragraph of the Agreement, and the amount of funds to be returned, is solely in the MWRDGC's discretion.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 11. Duration

Subject to the terms and conditions of Article 9 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, operation, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.
3. The Village agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 23. Amendments

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.
2. The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

1. Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 27 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between Village of Forest Park and the MWRDGC for the Green Alley Project in Forest Park".
2. The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 27 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the MWRDGC:

Director of Engineering

Metropolitan Water Reclamation District of
Greater Chicago

100 East Erie Street

Chicago, Illinois 60611

Phone: (312) 751-7905

Email: oconnorc@mwrdd.org

For the Village:

Village Administrator

Village of Forest Park

517 Des Plaines Avenue

Forest Park, Illinois 60130

Phone: 708-615-6201

Email: rentler@forestpark.net

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

Article 29. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- | | |
|--------------------|--|
| Exhibit 1: | Project Vicinity Map and Project Conceptual Drawing |
| Exhibit 2: | MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 |
| Exhibit 3: | MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA") |
| Exhibit 4: | Affirmative Action Ordinance, Revised Appendix D |
| Exhibit 5: | Veteran's Business Enterprise Contracting Policy, Appendix V |
| Exhibit 6: | MBE/WBE Utilization Plan |
| Exhibit 7: | VBE Commitment Form |
| Exhibit 8: | Affirmative Action Status Report |
| Exhibit 9: | Operation and Maintenance Plan, Inspection Log |
| Exhibit 10: | Project site property interest documents or Affidavit |

The Metropolitan Water Reclamation District of Greater Chicago and Village of Forest Park have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF FOREST PARK

By: _____
Rory Hoskins, Mayor

Date: _____

ATTEST:

Vanessa Moritz, Village Clerk

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

RESOLUTION NO. R-_____-23

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR
THE LEAD SERVICE LINE REPLACEMENT PROJECT #1 LOAN
APPLICATION ASSISTANCE AND BIDDING DOCUMENTS BY AND
BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") proposes to apply for an Illinois Environmental Protection Agency ("IEPA") Loan for Lead Line Replacement Project #1 ("Project"); and

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

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

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional engineering services for the oversight of the Project.

Section 3. That certain "Professional Engineering Services Proposal for Construction Engineering for the Village Hall Parking Lot Improvements" between the Village and Burke for the estimated fee of Sixty-Three Thousand Six Hundred and 00/100 Dollars (\$63,600.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the

form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 27th day of November, 2023.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A

**Professional Engineering Services Proposal for
Lead Service Line Replacement Project #1
IEPA Loan Application Assistance and Bidding Documents**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 19, 2023

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

Attention: Ms. Rachel Entler, Interim Village Administrator

Subject: Professional Engineering Services Proposal for
Lead Service Line Replacement Project #1
Loan Application Assistance and Bidding Documents
Forest Park, Illinois

Dear Ms. Entler:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to IEPA loan application assistance and preparation of bidding documents for the Lead Service Line Replacement Project in the Village of Forest Park (Village). Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the assignment will consist of assisting the Village in preparing an IEPA loan application for the Village's initial lead service line replacement project, in accordance with the Project Plan prepared by CBBEL and approved by IEPA. Additionally, CBBEL will perform final design engineering and prepare bidding documents to allow the Village to hire a contractor to complete the lead service line replacement work in compliance with IEPA procurement rules. The total construction cost of the project is anticipated to be approximately \$2.4M, which corresponds to approximately 300 service replacements.

Lead services (private side) within the project limits will be replaced 18" into the interior of the structure. This proposal assumes that all easements, including temporary construction easements and access agreements, required to construct the project will be handled by the Village.

SCOPE OF WORK

IEPA LOAN APPLICATION ASSISTANCE

Task 1 – IEPA Loan Application: CBBEL will assist the Village in preparing and submitting the loan application package documents required under the IEPA Loan Program. This includes the Loan Application packet and supporting documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance. This task also includes drafting and incorporation of IEPA's extensive front-end documents into the project bid document package.

Task 2 – IEPA Coordination and Management: A substantial amount of coordination with the IEPA throughout the loan application process is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the Village to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide the necessary information and facilitate approvals of various forms and checklists that are required for loan approval.

FINAL ENGINEERING

Task 3 – Data Collection: At the onset of the project, CBBEL will collect the following information from the Village:

- Village Utility Atlases
- Village GIS Data
- Village information regarding materials and other aspects of existing water services within the project limits
- Address list and property owner/tenant information for each parcel within the project limits

Task 4 – Resident Outreach: In addition to posting the fliers directing residents to the web portal, CBBEL will follow up with the impacted residents including the knocking on doors, site visits, and following up with residents who do not initially respond to the fliers. A CBBEL representative will be made available to any answer questions residents may have.

In the event a resident does not respond via the web portal, CBBEL will visit their home on up to two (2) occasions in an effort to connect with resident and ensure they understand the project and complete the online questionnaire via the web portal. After two (2) attempts to contact the resident, if they are still not responsive, CBBEL will move on to the next location.

Task 5 – Pre-Final Design: CBBEL will prepare pre-final design documents for the project. The design documents are anticipated to consist of a project manual that includes location maps, front-end contract provisions, project specifications and Special Provisions, and pay

items/quantities related to the replacement of public and private lead services based on available information service type, size and location. CBBEL will develop estimates of cost and working days.

The project manual will include pertinent data obtained from submissions through the web portal, to provide bidders with as much information about each service replacement location as possible. The project manual and cost estimate will be submitted to the Village for review and comment.

It is assumed that all services will be installed via trenchless methods (Horizontal Directional Drilling (HDD) or lead extraction), unless deemed infeasible by the Village, and that existing water meters will remain in place.

Task 6 – Final Design and Bidding Documents: CBBEL will make revisions to the pre-final design based on the Village's review comments. The requested number of copies of the project manual will be submitted to the Village for their files. A final estimate of cost and estimate of required working days will also be submitted. We will provide the bidding documents to the Village in electronic format. CBBEL will provide final electronic drawings and specifications to be issued to prospective bidders via the QuestCDN website.

Task 7 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Based upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 8 – Project Coordination, Meetings, and Project Management: CBBEL will coordinate with the Village throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings may be held with Village Staff.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries. This proposal assumes that no public involvement will be required during the final design of this project.

SCOPE EXCLUSIONS

The following tasks are excluded from the Scope of Work:

- Geotechnical and environmental soils investigation
- Sewer main/service televising
- Preparation of access agreements and coordination/negotiations with property owners.
- Topographic survey and utility coordination

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

<u>Task</u>	<u>Fee</u>
Task 1 – IEPA Loan Application	\$ 4,040
Task 2 – IEPA Coordination and Management	\$ 5,360
Task 3 – Data Collection	\$ 4,000
Task 4 – Resident Outreach	\$ 28,800
Task 5 – Pre-Final Design	\$ 9,200
Task 6 – Final Design and Bidding Documents	\$ 6,400
Task 7 – Bidding Assistance	\$ 3,120
Task 8 – Project Coordination, Meetings, and Project Management	\$ 2,680
Direct Costs	\$ 250

TOTAL NOT-TO-EXCEED FEE: \$ 63,600

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

SPECIAL AGREEMENT TERMS PER IEPA LOAN REQUIREMENTS

The following terms and conditions are required to be included in all engineering contracts to be eligible for IEPA Public Water Supply Loan Program (PWSLP) funds and are hereby part of this agreement:

Audit and Access to Records Clause

- a) Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d) The final audit report shall include the written comments, if any, of the audited parties.
- e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 662.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year

period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Contract Completion Date

Loan Application and Bidding Documents: 6/30/2024

USEPA Nondiscrimination Clause

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

We appreciate the opportunity to provide the Village with professional services on this important project. Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005
P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

RESOLUTION NO. R- -23

**RESOLUTION AUTHORIZING AN APPLICATION FOR
NORTH CENTRAL COUNCIL OF MAYORS
SURFACE TRANSPORTATION PROGRAM (STP) FUNDS
(Circle Avenue - From Franklin to Roosevelt)**

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

Section 1. The corporate authorities of the Village of Forest Park ("Village") hereby authorize and direct that an application be made to the North Central Council of Mayors for Surface Transportation Program funds ("STP Application") in the amount of One Million Six Hundred Eleven Thousand Four Hundred Fifty Six Dollars (\$1,611,456.00) ("STP Funding"), to partially fund a total project cost Two Million One Hundred Sixty Thousand Eight Hundred Sixteen Dollars (\$2,160, 816.00) for the following project:

CIRCLE AVENUE FROM FRANKLIN TO ROOSEVELT

The project is generally described as the improvement of Circle Avenue from Franklin to Roosevelt, consisting of rehabilitation and reconstruction of the pavement. Improvements will include grinding; patching and resurfacing or reconstruction and pavement markings, depending on the variable pavement conditions, consistent with the requirements of the intersecting roadways, with curb and gutter, crosswalks and ADA improvements implemented, as required,

all as identified in the Village's STP Application ("Project").

Section 2. The Mayor and Village Clerk are hereby authorized to execute and attest, respectively, the STP Application and the various subsidiary forms contained therein, to make all required submissions and to take all steps necessary in connection with said STP Application for the requested STP Funding for the Project, a copy of which STP Application is on file with the Village Clerk.

Section 3. Upon award of the STP Funding, and electing to proceed, the Village will be required to appropriate the expenditure of the Village's matching funds, equal to approximately Five Hundred Forty Nine Thousand Three Hundred Sixty Dollars (\$549,360.00).

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

**North Central Council of Mayors
Call for Projects 2024
October 25, 2023 – December 20, 2023
Supplemental Project Application**

Introduction

On September 25, 2019, the North Central Council of Mayors approved and adopted a new methodology that would be used to select projects for the Council's STP-L allocation in the 2020 Call for Projects (CFP). This new methodology can be found on the West Central Municipal Conference Website. Further, a methodology update was performed by staff in December 2021 and further updated in 2023. This methodology, also found on the West Central Municipal Conference Website will be used to select projects for the Council's STP-L allocation in the 2024 CFP.

Please make sure to read this entire document, the eTIP manual, and the Methodology prior to contacting the Planning Liaison. Also be advised that failure to submit both the application and eTIP information will result in the project not being considered for funding.

Applications for the current CFP requires two distinct steps. First, the sponsor agency must fill out the pertinent information on CMAP's TIP Portal under the North Central CFP. Instructions for this are located later in a separate document also found on the WCMC website. Consultants must notify kdobbs@cmap.illinois.gov which council they will be submitting applications for prior to establishing user credentials. Secondly, the sponsor agency must fill in the information in this supplemental project application, which will be uploaded to the CMAP TIP site in MS Word format. ONLY submit the Supplemental Project Application portion of this document to the eTIP.

Questions should be directed to the Planning Liaison, Leonard B. Cannata, 708-453-9100, Lcannata@westcook.org

STP-L 2024 Call for Projects Timeline

October 25, 2023 – Call for projects open

December 20, 2023 – Call for projects closes

On or about February 1, 2024 -Staff releases recommended program

February 1, 2024 – February 28, 2024 – Recommended program public comment period

April 2024 – Final program presented for adoption by the North Central Council

Application Check List

- ☐ Complete all fields in eTIP
- ☐ Map the project in eTIP
- ☐ Fill in necessary Project IDs in eTIP if from previous project
- ☐ Upload Supplemental Application in MS WORD format in eTIP and supporting documentation, Cost Estimate, Resolution Authorizing STP Grant
- ☐ Submit application by “Saving as Final” before December 20, 2023

Supplemental Application

This information will be used to score individual projects. More details can be found within the Council methodology. Please indicate point totals that will be awarded for phases of a project in the Total Points section of each section. This is a means of self-scoring to give local sponsors an idea of where their project may rank. Staff will make any necessary corrections.

Project Information

Sponsor Agency: Village of Forest Park
Sponsor Agency Mayor: Mayor Rory E. Hoskins
Sponsor Agency Mayor's Email: mayorhoskins@forestpark.net

Sponsor Agency Project Manager (Not Consultant): Rachell Entler
Sponsor Agency Project Manager Email: Rentler@forestpark.net

Consultant Name: James Amelio
Consultant Email: jamelio@cbbel.com

Project Previous TIP Number: 04-22-0006
Project CFP Number (found in eTIP submission):

Desired Year for Project: 2029

If project phase previously funded, please indicate the reason for delay. These projects will be considered for funding after all new eligible projects with any remaining funds:

Any Other Notes about project:

1. Project Readiness (15 Max Points)– Please mark the pertinent box or boxes with the letter X indicating which phase of engineering has been completed. Please also upload documentation verifying this information in eTIP.

Mark	Project Readiness	Points
	Phase II substantially complete/ready to submit to IDOT	12.5
	Phase II engineering contract executed	10
	Phase I engineering Report completed	10
	Phase I engineering report (PDR) draft submitted to IDOT	7.5
X	ROW clear or not needed	2.5
	TOTAL Points	2.5

2. Multiple Jurisdiction participation (10 Max Points)– please indicate which additional entities will participate in the project. Please upload documentation such as an IGA or letter of intent from the additional entities stating that they are contributing at least 2.5% of the total phase cost in dollars. Hard financial commitments only. Staff time will not be eligible.

Entity Name	Points
	2.5
	2.5
	2.5
	2.5
TOTAL Points	

3. Traffic Volumes – ADT (10 Max Points) – Please consult the methodology for more information. If the entire roadway is the same ADT in excess of 7,500, then please indicate 10 in the Total points section. If there are various segments with different ADT's, then please perform the calculation.

Roadway Segment	ADT	Multiplier	Divided By	% of Project	Points
Circle Avenue	4750	10	7500	100	6.33
		10	7500		
		10	7500		
		10	7500		
Total Points					6.33

4. Other Fund Sources (5 Max Points)– If the project has other fund sources, excluding local funds, please indicate the fund source and award the project 5 points. Please upload documentation such as a program award letter indicating the fund source and amount.

Other Fund Source	Points
Total Points	

5. Safety (10 Max Points)– Please see methodology for more information. Please provide a narrative regarding safety improvements on the project as well as proof indicating the scoring of the roadway according to IDOT. Please then mark which safety classification the roadway falls under and award points according to the methodology.

Mark	Safety Classification	
	Critical	
	High	
	Medium	
	Low	
x	Minimal	2
	New Alignment	
	Total Points	

6. Pavement Condition Rating (25 Max Points)– Please consult the below website to indicate the roadway condition. Please also upload proof of this roadway condition. If there are multiple segments with different ratings, then the length weighted average will be used.

<https://lakecountyil.maps.arcgis.com/apps/webappviewer/index.html?id=9e0e25a18680427085a6c2efdad32bf5>

Mark	Pavement Condition	
X	Poor (0-45) 33% x25	8.25
X	Fair (46-60) 67% x 20	13.4
	Satisfactory (61-75)	
	Excellent (76-100)	
	New Alignment	
	Total Points	21.65

7. Planning Factor (5 Max Points)– Inclusive Growth – Please provide documentation regarding the minority population within the sponsor municipality.

Mark	Population	Points
x	Greater than 50%	5
	40-49.99%	
	30-39.99%	
	20-29.99%	
	Total Points	5

8. Planning Factor (5 Max Points)– Green Infrastructure – Please provide documentation of Green Infrastructure components within the project or the community's green infrastructure plan.

Components or Plan (List Components)

Points 5

- Green Streets Policy

5 Points

9. Planning Factor (5 Max Points) – Freight Movement – Please provide documentation indicating freight movement as well.

Roadway Segment	Freight Classifier	Point Multiplier	Points
		Total Points	

10. Planning Factor (5 Max Points) – Complete Streets – Please indicate and upload proof of a complete streets policy or complete streets components within the project.

Components or Plan (List Components)

Points 5

- Complete Streets Policy

5 Points

11. Planning Factor (5 Max Points) – Transit Supportive Density – Please provide prove of zoning within one quarter mile of the project area. Please indicate the highest density according to an approved zoning map showing either the max height of non-residential buildings or the number of possible dwelling units per acre. The highest density will be used to determine points allocation.

Level of Density	Points
R-3 320 Circle St	5
Total Points	5

RESOLUTION NO. R-62-11

A RESOLUTION ADOPTING A COMPLETE STREETS POLICY

WHEREAS, the Village of Forest Park enjoys an existing street and sidewalk network that connects residents and visitors to shopping, employment, recreational, and public transportation opportunities; and

WHEREAS, the Village of Forest Park recognizes that streets are our most prominent public spaces, and great streets must achieve a balance between mobility needs, adjoining land uses, environment and community interest; and

WHEREAS, some Village of Forest Park residents do not have access to a personal automobile and for reasons such as age, economics, or ability to drive, the only alternative transportation options to them are walking, bicycling or using public transit; and

WHEREAS, many residents and visitors choose to utilize non-auto-oriented travel options such as walking, bicycling, and taking public transit as convenient, economical or sustainable alternatives to driving a motor vehicle; and

WHEREAS, increasing walking, bicycling, and the use of transit offers the potential to improve the health of a community, decrease congestion, decrease air pollution, decrease dependence on fossil fuels and their foreign supply sources, and increase the efficiency of road space and transportation resources; and

WHEREAS, a Complete Street is defined as one that provides a safe, convenient network that is sensitive to the character of the surrounding area while serving all modes of travel, including walking, biking, transit, automobile and freight, for all ages and all abilities; and

WHEREAS, Complete Streets improve access and safety for those who cannot or choose not to drive motor vehicles; and

WHEREAS, Complete Streets are essential to providing safe routes for children to get to school; and

WHEREAS, Complete Streets provide safe and convenient access for all users to key community destinations, including parks, commercial districts, libraries, employment centers, transit stations and municipal buildings; and

WHEREAS, Complete Streets have public health benefits, including encouraging physical activity and improving air quality, by providing the opportunity for more people to walk and bike safely; and

WHEREAS, the Village of Forest Park is committed to maintaining and making enhancements to its existing streets that improve accommodations for all modes of transportation including bicyclists, pedestrians, public transit and motorized vehicles in a manner sensitive to the context of the neighborhood.

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

Section 1. The Village of Forest Park hereby declares its support of a Complete Streets Policy that encompasses the following:

- A. The Village of Forest Park shall evaluate all future street infrastructure construction and maintenance projects to determine what additional improvements might be necessary to encourage a variety of travel modes by users of all ages and abilities. As part of this evaluation, the Village of Forest Park shall utilize a group of interdisciplinary experts at its disposal including, but not limited to, the Village's staff and consultants, and appropriate representatives from the State of Illinois, Cook County, Metra, Pace, the Chicago Transit Authority, local school districts, and the Park District of Forest Park.

- B. The following roadway projects are exempt from being evaluated as a Complete Streets project, if recommended by the Village Administrator in writing and acknowledged by the Village Council in their approval of any construction contracts:
 - 1. Projects occurring on a roadway where non-motorized use is prohibited by law, such as within interstate highway corridors.
 - 2. The cost for a particular Complete Street design recommendation would be excessive compared to the need or probable use of that particular improvement.
- C. As appropriate, the Village will update existing design manuals, plans, rules, regulations, and programs to reflect the goals of the Complete Streets policy, and develop design guidelines in accordance with the most up-to-date standards, requirements and recommendations as provided by the American Association of State Highway and Transportation Officials, the Institute of Transportation Engineers.
- D. The Village of Forest Park will provide training opportunities to staff and elected officials tasked with implementing the Complete Streets policy.

Section 2. Success of this Complete Streets policy will be evaluated using the following performance measures:

- A. Number of new miles of on-street bike routes defined by streets with clearly marked or signed bicycle accommodations
- B. Number of new accessible curb ramps installed
- C. Number of new bus user related improvements
- D. Modifications to traffic signals
- E. Number of new designated crosswalks, or significant improvements to existing crosswalks
- F. Number of new bike parking spaces created
- G. Increase in the number of bikes parked at bike racks located at transit stations, schools, downtown Forest Park, the Forest Park Public Library and Village Hall

Section 3. If any portion of this Resolution or its application to any person or circumstance is held to be invalid by any court of competent jurisdiction, the invalidity of that provision or application shall not affect any other section of this Resolution or its application.

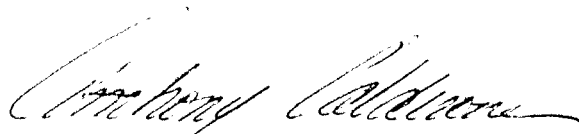
ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd
day of August, 2011.

AYES: _____ 5 _____

NAYS: _____ 0 _____

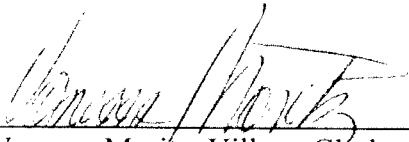
ABSENT: _____ 0 _____

APPROVED by me this 22nd day of August, 2011



Anthony T. Calderone, Mayor

ATTESTED and filed in my office,
AND published in pamphlet form
This 22nd day of August, 2011



Vanessa Moritz, Village Clerk

The following table summarizes the zoning bulk requirements:

Zoning District	MAXIMUM BUILDING HEIGHT	LOT SIZE (sq. ft.)	LOT WIDTH	LOT DEPTH	SETBACKS			MAXIMUM LOT COVERAGE
					FRONT	SIDE	REAR	
R-1 Low Residential District	2.5 stories or 35'	6,250	50'	125'	20' or 15% of lot area	3' or 10% of lot area	25' or 20% of lot area	40%
R-2 Medium Density Residential District	2.5 stories or 35'	5,000 single family; 3,000 two-family; 2,000 row or townhome	40' single and two family; 18' row or townhome	120'	20' or 15% of lot area	3' or 10% of lot area	25' or 20% of lot area	45%
R-3 High Density Residential District	5 stories or 60'	6,250; 2,500 per family two-family dwelling & multiple dwelling unit type specific requirements; 2,000 row or townhome	50'	125'	20' or 15% of lot area	Same as R-1	Same as R-1	40%
B-1 Neighborhood Shopping District	5 stories or 60'	If living facilities 1,250 per family	n/a	n/a	20'/non-required if for business purpose	5' unless buildable width less than 25'	25' or 20%	80%
B-2 Community Shopping District	7 stories or 75'	n/a	n/a	n/a	20'/non-required if for business purpose	n/a	n/a	n/a
DBD Downtown Business District	4 stories or 50'	n/a	n/a	n/a	Same as adjoining structure or property	none	25' or 20%	none
I-1 Light Industrial District	6 stories or 75'	n/a	n/a	n/a	n/a	n/a	n/a	n/a
I-2 Industrial District	6 stories or 75'	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Village of Forest Park
STP Project
Circle Ave. (Franklin St - Roosevelt Rd)
Engineers Opinion of Probable Cost
11/16/2023

				CIRCLE AVE	Engineer's Estimate	
SP	ITEM NO.	ITEM	UNITS	QUANTITY	Unit Price	Item Price
	20101100	TREE TRUNK PROTECTION	EACH	25	\$ 200.00	\$ 5,000.00
	20101200	TREE ROOT PRUNING	EACH	200	\$ 125.00	\$ 25,000.00
	20800150	TRENCH BACKFILL	CU YD	200	\$ 45.00	\$ 9,000.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	850	\$ 10.00	\$ 8,500.00
	25200110	SODDING, SALT TOLERANT	SQ YD	850	\$ 12.00	\$ 10,200.00
	25200200	SUPPLEMENTAL WATERING	UNIT	30	\$ 50.00	\$ 1,500.00
	28000510	INLET FILTERS	EACH	100	\$ 150.00	\$ 15,000.00
	40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	32500	\$ 1.00	\$ 32,500.00
	40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	1440	\$ 115.00	\$ 165,600.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2870	\$ 110.00	\$ 315,700.00
	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	420	\$ 75.00	\$ 31,500.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	340	\$ 90.00	\$ 30,600.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	15000	\$ 10.00	\$ 150,000.00
	42400800	DETECTABLE WARNINGS	SQ FT	525	\$ 50.00	\$ 26,250.00
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	32500	\$ 5.50	\$ 178,750.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$ 20.00	\$ 2,000.00
	44000600	SIDEWALK REMOVAL	SQ FT	15000	\$ 2.00	\$ 30,000.00
	550B0050	STORM SEWERS, CLASS B (PVC), TYPE 1 12"	FOOT	200	\$ 110.00	\$ 22,000.00
	55100300	STORM SEWER REMOVAL 8"	FOOT	300	\$ 18.00	\$ 5,400.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	150	\$ 20.00	\$ 3,000.00
	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	400	\$ 30.00	\$ 12,000.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	\$ 6,000.00	\$ 36,000.00
	60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	6	\$ 4,500.00	\$ 27,000.00
	60234200	INLET TYPE A, TYPE 1 FRAME, OPEN LID	EACH	12	\$ 4,500.00	\$ 54,000.00
	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	30	\$ 500.00	\$ 15,000.00
	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	50	\$ 500.00	\$ 25,000.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	250	\$ 25.00	\$ 6,250.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	650	\$ 3.00	\$ 1,950.00
	78006150	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	375	\$ 5.00	\$ 1,875.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	350	\$ 8.00	\$ 2,800.00
*	X0326859	PAVEMENT IMPRINTING	SQ YD	640	\$ 175.00	\$ 112,000.00
*	X0326862	STRUCTURES TO BE ADJUSTED	EACH	60	\$ 750.00	\$ 45,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$ 100,000.00	\$ 100,000.00
*	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	\$ 15,000.00	\$ 15,000.00
*	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	12	\$ 600.00	\$ 7,200.00
*	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	125	\$ 125.00	\$ 15,625.00
*	N/A	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	1	\$ 2,000.00	\$ 2,000.00
*	N/A	COMB CONC CURB AND GUTTER REM AND REP (SPECIAL)	FOOT	4000	\$ 45.00	\$ 180,000.00
*	N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	550	\$ 60.00	\$ 33,000.00
*	N/A	CLASS D PATCHES, 8 INCH (SPECIAL)	SQ YD	600	\$ 70.00	\$ 42,000.00
*	N/A	ITEMS ORDERD BY ENGINEER	DOLLAR	30000	\$ 1.00	\$ 30,000.00

Total \$ 1,831,200.00
Construction \$ 1,831,200.00
Phase 2 Engr. \$ 146,496.00
Phase 3 Engr. \$ 183,120.00
Total \$ 2,160,816.00

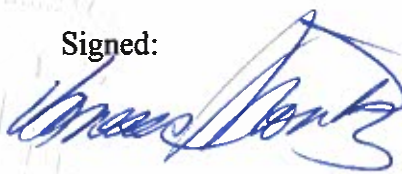
	FED (80%)	LOCAL (20%)	TOTAL
Construction	\$ 1,464,960.00	\$ 366,240.00	\$ 1,831,200.00
Phase 2 Engr. - 100% Local	\$ -	\$ 146,496.00	\$ 146,496.00
Phase 3 Engr.	\$ 146,496.00	\$ 36,624.00	\$ 183,120.00
Total	\$ 1,611,456.00	\$ 549,360.00	\$ 2,160,816.00

CERTIFICATION

I, Vanessa Moritz, hereby certify that I am the duly appointed and acting Village Clerk of the Village of Forest Park, Cook County, Illinois, and that as such am the keeper of the records and the seal of the Village of Forest Park, Cook County, Illinois; and

I further certify that the Resolution, No. R-22-22, attached hereto is a true and correct copy of the Resolution adopted by the Mayor and Village Council of the Village of Forest Park on February 28, 2022, and that the original of same is on file in my office and is available for inspection.

Signed:



Vanessa Moritz
Village Clerk

CERTIFIED this 3rd day of March, 2022
in the Municipal Building
517 DesPlaines Avenue
Forest Park, Cook County, Illinois

RESOLUTION NO. R-22-22

A RESOLUTION ADOPTING A GREEN STREETS POLICY

WHEREAS, “Green Streets” describe roadways and right of ways areas that incorporate infiltration and/or biofiltration best management practices to collect, retain or detain stormwater runoff as well as a design element that creates attractive streetscapes; and,

WHEREAS, “Green Streets” best management practices may include, but are not limited to, street trees, permeable pavement areas, bioretention areas and vegetated swales; and,

WHEREAS, “Green Streets” also assist with reducing the amount of pollutants in storm water runoff; and,

WHEREAS, “Green Streets” also improve the environment by reducing the impact that impervious surfaces have on our combined sewer infrastructure and our waterways by retaining, slowing down and pre-filtering storm water runoff from our roads, helping to alleviate drainage and flooding issues; and,

WHEREAS, the Village of Forest Park, Cook County, Illinois (“Village”) seeks to promote the inclusion of “Green Street” best management practices, where reasonably feasible and practicable (including financially), in new and reconstructed roadway/right of way projects, including capital improvement projects; and,

WHEREAS, the Village seeks to formalize and adopt a “Green Streets Policy” for said projects moving forward; and,

WHEREAS, the Village shall review newly proposed construction of roadways / right of ways, reconstructed roadway / right of way improvement projects and significant capital improvement projects for opportunities to consider the incorporation of green street best management practices.

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

Section 1. The Council of the Village hereby approves and adopts a "Green Streets Policy." A copy of said policy is attached as "Exhibit A."

Section 2. If any portion of this Resolution or its application to any person or circumstance is held to be invalid by any court of competent jurisdiction, the invalidity of that provision or application shall not affect any other section of this Resolution or application.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

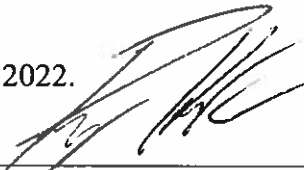
ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 28th day of February, 2022.

AYES: 5

NAYS: 0


ABSENT: 0

APPROVED by me this 28th day of February, 2022.



Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of February, 2022.



Vanessa Moritz, Clerk

EXHIBIT A
GREEN STREETS POLICY



GREEN STREETS POLICY

Purpose:

The Village of Forest Park declares that it shall consider implementation, where reasonably feasible and practicable (including financially), green street best management practices (BMPs) in new and reconstructed roadway/right of way projects, including capital improvement projects.

Green streets are an amenity that provide many benefits, including: water quality improvements; groundwater replenishment; flood (water) storage; creation of attractive streetscapes; connection of neighborhoods; creation of wildlife habitats; and, pedestrian and bicycle accommodations/enhancements. Green streets are defined as roadway and right-of-way areas that incorporate infiltration and/or biofiltration BMPs to collect, retain or detain stormwater runoff as well as a design element that creates attractive streetscapes. Green street BMPs may include, but are not limited to, street trees, permeable pavement areas, bioretention areas and vegetated swales.

Policy:

A. The Village shall review newly proposed construction of roadways/right of ways, reconstructed roadway/right of way improvement projects and significant capital improvement projects conducted within the roadways/right-of-ways for opportunities to incorporate green street BMPs. This excludes routine maintenance or repair and linear utility projects.

B. The Village shall consider opportunities to enhance water quality improvements; groundwater replenishment; flood (water) storage; creation of attractive streetscapes; connection of neighborhoods; creation of wildlife habitats; and, pedestrian and bicycle accommodations/enhancements during the due diligence/design phase of the above referenced improvement projects.

C. The Village's review of its annual capital improvement projects shall result in a list of capital improvement projects best suited for green street BMPs. Green street BMPs shall be considered and implemented where reasonably feasible and practicable (including financially) in capital improvement projects; such BMPs shall be environmentally, physically and economically sustainable.


D. The Village shall continue to monitor the evolution of green street BMP options suggested and endorsed by local, state and federal agencies (MWRD, ILEPA, USEPA) for future implementation in Village improvement projects.

VILLAGE OF FOREST PARK

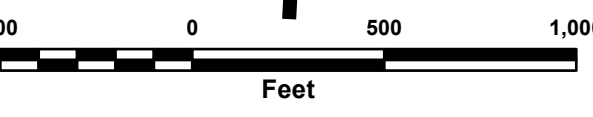

OFFICIAL ZONING MAP

VALID THROUGH DECEMBER 31, 2023

VILLAGE OF



BIG CITY ACCESS
SMALL TOWN CHARM



LEGEND

RESIDENTIAL DISTRICT

- R-1 LOW DENSITY
- R-2 MEDIUM DENSITY
- R-3 HIGH DENSITY

COMMERCIAL DISTRICT

- B-1 NEIGHBORHOOD SHOPPING
- B-2 COMMUNITY SHOPPING
- DBD DOWNTOWN BUSINESS

INDUSTRIAL DISTRICT

- I-1 LIGHT INDUSTRIAL
- I-2 INDUSTRIAL

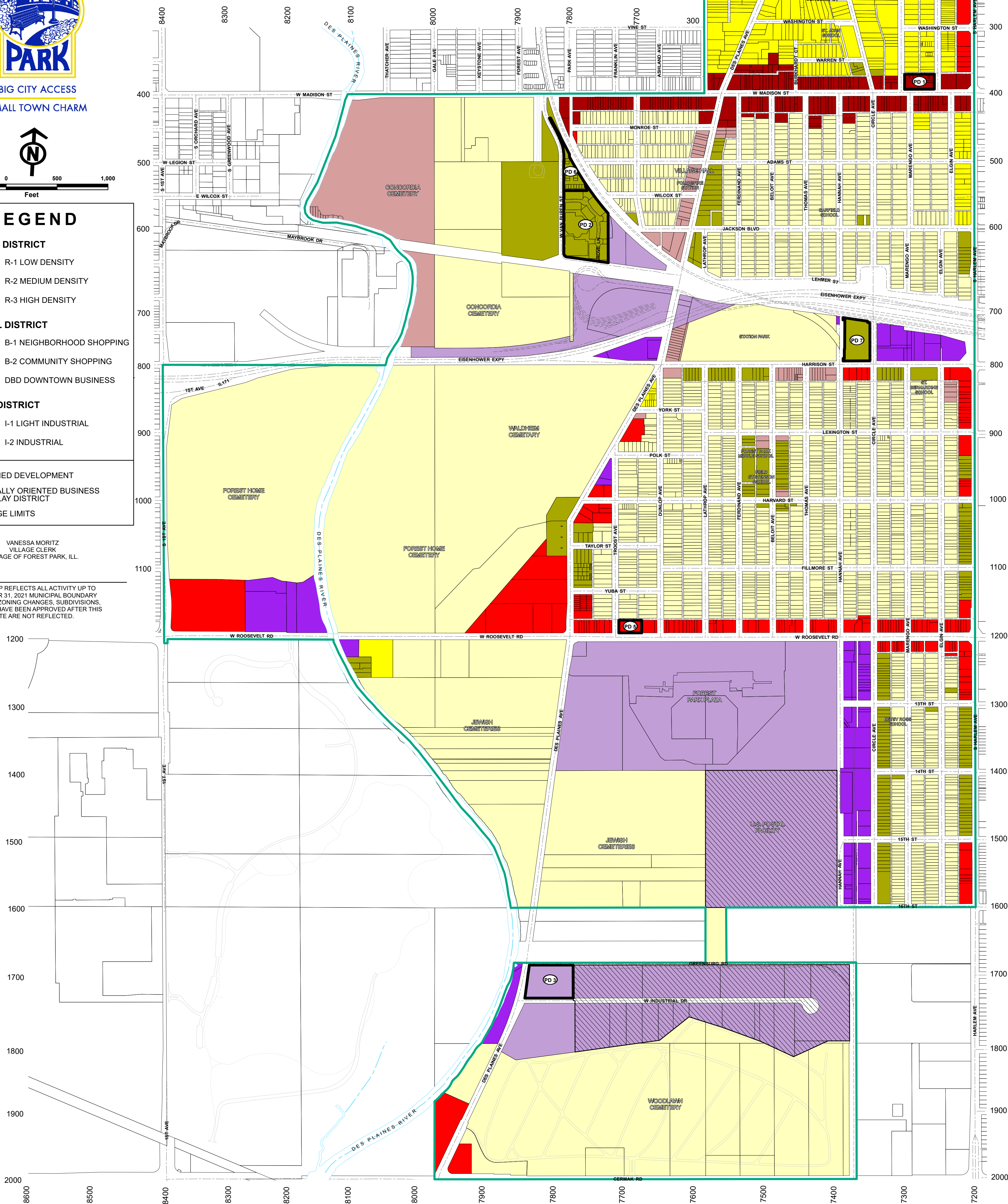
PLANNED DEVELOPMENT

SEXUALLY ORIENTED BUSINESS OVERLAY DISTRICT

VILLAGE LIMITS

VANESSA MORITZ
VILLAGE CLERK
VILLAGE OF FOREST PARK, ILL.

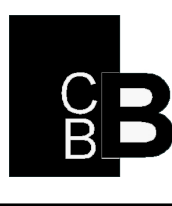
NOTE: MAP REFLECTS ALL ACTIVITY UP TO DECEMBER 31, 2021 MUNICIPAL BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS, ETC., THAT HAVE BEEN APPROVED AFTER THIS DATE ARE NOT REFLECTED.



INDEX OF PLANNED DEVELOPMENTS

1. MADISON COMMONS O-49-03, O-50-03
2. THE RESIDENCES AT THE GROVE O-01-05, O-02-05
3. LIFETIME STORAGE O-38-13
4. FARMINGTON O-35-15
5. DOLLAR TREE O-16-16
6. VAN BUREN TOWNHOMES O -20-17
7. 7329 W. HARRISON O-10-17

NOTE: PARCEL BOUNDARIES BASED ON COOK COUNTY ACCESSORS DATABASE CREATED DEC. 20, 2019.



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

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☐ Application ☒ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Transportation

5. Catalog of State Financial Assistance (CSFA) Number: _____

6. CSFA Title: Local STP (STU and STR)

Catalog of Federal Domestic Assistance (CFDA)

☐ Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: _____

12. Funding Opportunity Title: _____

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Forest Park

17. Common Name (Doing Business As-DBA): Village of Forest Park

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

19. Organizational Data Universal Number System (DUNS) Number: 076891365

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 4KZD4

21. Business Address:

Street: 517 Des Plaines Avenue

City: Forest Park State: IL County: Cook Zip+4: 60130

Applicant's Organization Unit

22. Department Name: Public Works

23. Division Name: Streets

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

24. First Name: James 25. Last Name: Amelio 26. Suffix:

27. Title: Village Engineer

28. Organizational Affiliation: Christopher B. Burke Engineering, Ltd.

29. Telephone Number: (847) 823-0500 30. Fax Number:

31. E-mail Address: jamelio@cbbel.com

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

32. First Name: Rachell 33. Last Name: Entler 34. Suffix:

35. Title: Interim Village Administrator

36. Organizational Affiliation: Village of Forest Park

37. Telephone Number: (708) 615-6201 38. Fax Number:

39. E-mail Address: Rentler@forestpark.net

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Forest Park

41. Legislative and Congressional Districts of Applicant:

District 7

42. Legislative and Congressional Districts of Program/Project:

District 7

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Circle Avenue from Franklin Street to Roosevelt Road

44. Proposed Project Term:

Start Date: April 1, 2029

End Date: August 31, 2029

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State: \$1,611,456.00

☒ Applicant Contribution (e.g., in kind, matching): \$549,360.00

☐ Local Contribution:

☐ Other Source of Contribution:

☐ Program Income:

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 218, 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.

☒ I Agree

Authorized Representative

46. First Name: Rachell 47. Last Name: Entler 48. Suffix:

49. Title: Interim Village Administrator

50. Telephone Number: (708) 615-6201 51. Fax Number:

52. E-mail Address: Rentler@forestpark.net

53. Signature of Authorized Representative:

Date Signed - Authorized Representative:

Enter an address

MAP ADDRESS

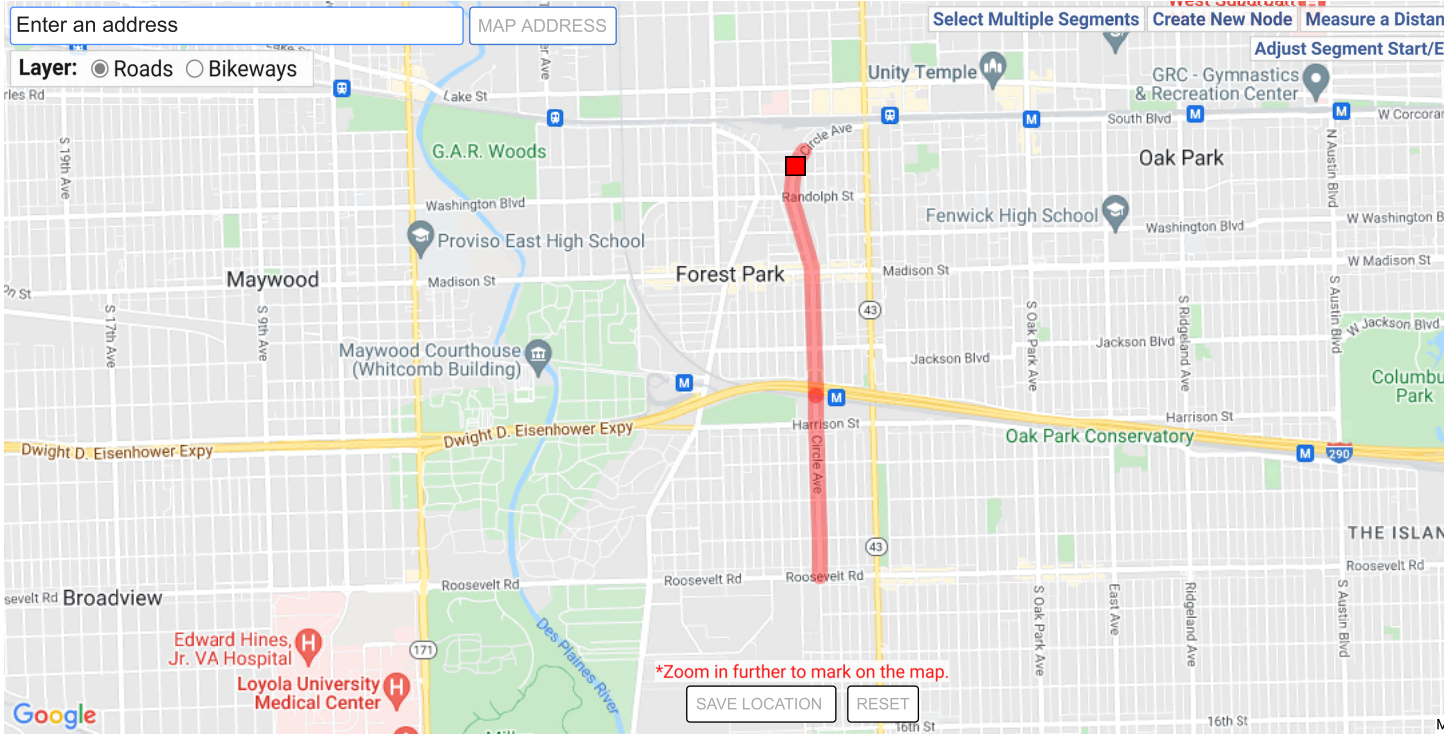
Layer: ☒ Roads ☐ Bikeways

Select Multiple Segments

Create New Node

Measure a Distance

Adjust Segment Start/End



*Zoom in further to mark on the map.

SAVE LOCATION

RESET

RESOLUTION NO. R- -23

**RESOLUTION AUTHORIZING AN APPLICATION FOR
NORTH CENTRAL COUNCIL OF MAYORS
SUREFACE TRANSPORTATION PROGRAM (STP) FUNDS
(Harrison Street – From Desplaines to Harlem)**

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

Section 1. The corporate authorities of the Village of Forest Park ("Village") hereby authorize and direct that an application be made to the North Central Council of Mayors for Surface Transportation Program funds ("STP Application") in the amount of Two Million Five Hundred Thirty Three Thousand Eighty Dollars (\$2,533,080.00) ("STP Funding"), to partially fund a total project cost Three Million Three Hundred Ninety Six Thousand Six Hundred Thirty Dollars (\$3,396,630.00) for the following project:

HARRISON STREET FROM DESPLAINES TO HARLEM

The project is generally described as the improvement of Harrison Street from Desplaines to Harlem, consisting of rehabilitation and reconstruction of the pavement. Improvements will include grinding; patching and resurfacing or reconstruction and pavement markings, depending on the variable pavement conditions, consistent with the requirements of the intersecting roadways, with curb and gutter, crosswalks and ADA improvements implemented, as required,

all as identified in the Village's STP Application ("Project").

Section 2. The Mayor and Village Clerk are hereby authorized to execute and attest, respectively, the STP Application and the various subsidiary forms contained therein, to make all required submissions and to take all steps necessary in connection with said STP Application for the requested STP Funding for the Project, a copy of which STP Application is on file with the Village Clerk.

Section 3. Upon award of the STP Funding, and electing to proceed, the Village will be required to appropriate the expenditure of the Village's matching funds, equal to approximately Eight Hundred Sixty Three Thousand Five Hundred Fifty Dollars (\$863,550.00).

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

**North Central Council of Mayors
Call for Projects 2024
October 25, 2023 – December 20, 2023
Supplemental Project Application**

Introduction

On September 25, 2019, the North Central Council of Mayors approved and adopted a new methodology that would be used to select projects for the Council's STP-L allocation in the 2020 Call for Projects (CFP). This new methodology can be found on the West Central Municipal Conference Website. Further, a methodology update was performed by staff in December 2021 and further updated in 2023. This methodology, also found on the West Central Municipal Conference Website will be used to select projects for the Council's STP-L allocation in the 2024 CFP.

Please make sure to read this entire document, the eTIP manual, and the Methodology prior to contacting the Planning Liaison. Also be advised that failure to submit both the application and eTIP information will result in the project not being considered for funding.

Applications for the current CFP requires two distinct steps. First, the sponsor agency must fill out the pertinent information on CMAP's TIP Portal under the North Central CFP. Instructions for this are located later in a separate document also found on the WCMC website. Consultants must notify kdobbs@cmap.illinois.gov which council they will be submitting applications for prior to establishing user credentials. Secondly, the sponsor agency must fill in the information in this supplemental project application, which will be uploaded to the CMAP TIP site in MS Word format. ONLY submit the Supplemental Project Application portion of this document to the eTIP.

Questions should be directed to the Planning Liaison, Leonard B. Cannata, 708-453-9100, Lcannata@westcook.org

STP-L 2024 Call for Projects Timeline

October 25, 2023 – Call for projects open

December 20, 2023 – Call for projects closes

On or about February 1, 2024 -Staff releases recommended program

February 1, 2024 – February 28, 2024 – Recommended program public comment period

April 2024 – Final program presented for adoption by the North Central Council

Application Check List

- ☐ Complete all fields in eTIP
- ☐ Map the project in eTIP
- ☐ Fill in necessary Project IDs in eTIP if from previous project
- ☐ Upload Supplemental Application in MS WORD format in eTIP and supporting documentation, Cost Estimate, Resolution Authorizing STP Grant
- ☐ Submit application by “Saving as Final” before December 20, 2023

Supplemental Application

This information will be used to score individual projects. More details can be found within the Council methodology. Please indicate point totals that will be awarded for phases of a project in the Total Points section of each section. This is a means of self-scoring to give local sponsors an idea of where their project may rank. Staff will make any necessary corrections.

Project Information

Sponsor Agency: Village of Forest Park
Sponsor Agency Mayor: Mayor Rory E. Hoskins
Sponsor Agency Mayor's Email: mayorhoskins@forestpark.net

Sponsor Agency Project Manager (Not Consultant): Rachell Entler
Sponsor Agency Project Manager Email: REntler@forestpark.net

Consultant Name: James Amelio
Consultant Email: JAmelio@cbbel.com

Project Previous TIP Number: 04-22-0008
Project CFP Number (found in eTIP submission):

Desired Year for Project: 2029

If project phase previously funded, please indicate the reason for delay. These projects will be considered for funding after all new eligible projects with any remaining funds:

Any Other Notes about project:

1. Project Readiness (15 Max Points)– Please mark the pertinent box or boxes with the letter X indicating which phase of engineering has been completed. Please also upload documentation verifying this information in eTIP.

Mark	Project Readiness	Points
	Phase II substantially complete/ready to submit to IDOT	12.5
	Phase II engineering contract executed	10
	Phase I engineering Report completed	10
	Phase I engineering report (PDR) draft submitted to IDOT	7.5
X	ROW clear or not needed	2.5
	TOTAL Points	2.5

2. Multiple Jurisdiction participation (10 Max Points)– please indicate which additional entities will participate in the project. Please upload documentation such as an IGA or letter of intent from the additional entities stating that they are contributing at least 2.5% of the total phase cost in dollars. Hard financial commitments only. Staff time will not be eligible.

Entity Name	Points
	2.5
	2.5
	2.5
	2.5
TOTAL Points	

3. Traffic Volumes – ADT (10 Max Points) – Please consult the methodology for more information. If the entire roadway is the same ADT in excess of 7,500, then please indicate 10 in the Total points section. If there are various segments with different ADT's, then please perform the calculation.

Roadway Segment	ADT	Multiplier	Divided By	% of Project	Points
Harrison Street	4600	10	7500	100	6.1
		10	7500		
		10	7500		
		10	7500		
Total Points					6.1

4. Other Fund Sources (5 Max Points)– If the project has other fund sources, excluding local funds, please indicate the fund source and award the project 5 points. Please upload documentation such as a program award letter indicating the fund source and amount.

Other Fund Source	Points
Total Points	

5. Safety (10 Max Points)– Please see methodology for more information. Please provide a narrative regarding safety improvements on the project as well as proof indicating the scoring of the roadway according to IDOT. Please then mark which safety classification the roadway falls under and award points according to the methodology.

Mark	Safety Classification	
	Critical	
	High	
	Medium	
	Low	
X	Minimal	2
	New Alignment	
	Total Points	2

6. Pavement Condition Rating (25 Max Points)– Please consult the below website to indicate the roadway condition. Please also upload proof of this roadway condition. If there are multiple segments with different ratings, then the length weighted average will be used.

<https://lakecountyil.maps.arcgis.com/apps/webappviewer/index.html?id=9e0e25a18680427085a6c2efdad32bf5>

Mark	Pavement Condition	
X	Poor (0-45) 10% x 25	2.5
X	Fair (46-60) 90% x 20	18
	Satisfactory (61-75)	
	Excellent (76-100)	
	New Alignment	
	Total Points	20.5

7. Planning Factor (5 Max Points)– Inclusive Growth – Please provide documentation regarding the minority population within the sponsor municipality.

Mark	Population	Points
X	Greater than 50%	5
	40-49.99%	
	30-39.99%	
	20-29.99%	
	Total Points	

8. Planning Factor (5 Max Points)– Green Infrastructure – Please provide documentation of Green Infrastructure components within the project or the community's green infrastructure plan.

Components or Plan (List Components)

- Green Streets Policy

Points

5 Points

9. Planning Factor (5 Max Points) – Freight Movement – Please provide documentation indicating freight movement as well.

Roadway Segment	Freight Classifier	Point Multiplier	Points
		Total Points	

10. Planning Factor (5 Max Points) – Complete Streets – Please indicate and upload proof of a complete streets policy or complete streets components within the project.

Components or Plan (List Components)

Points

- Complete Streets Policy

5 Points

11. Planning Factor (5 Max Points) – Transit Supportive Density – Please provide prove of zoning within one quarter mile of the project area. Please indicate the highest density according to an approved zoning map showing either the max height of non-residential buildings or the number of possible dwelling units per acre. The highest density will be used to determine points allocation.

Level of Density	Points
R-3 7516 Harrison Street	5
Total Points	5

RESOLUTION NO. R-62-11

A RESOLUTION ADOPTING A COMPLETE STREETS POLICY

WHEREAS, the Village of Forest Park enjoys an existing street and sidewalk network that connects residents and visitors to shopping, employment, recreational, and public transportation opportunities; and

WHEREAS, the Village of Forest Park recognizes that streets are our most prominent public spaces, and great streets must achieve a balance between mobility needs, adjoining land uses, environment and community interest; and

WHEREAS, some Village of Forest Park residents do not have access to a personal automobile and for reasons such as age, economics, or ability to drive, the only alternative transportation options to them are walking, bicycling or using public transit; and

WHEREAS, many residents and visitors choose to utilize non-auto-oriented travel options such as walking, bicycling, and taking public transit as convenient, economical or sustainable alternatives to driving a motor vehicle; and

WHEREAS, increasing walking, bicycling, and the use of transit offers the potential to improve the health of a community, decrease congestion, decrease air pollution, decrease dependence on fossil fuels and their foreign supply sources, and increase the efficiency of road space and transportation resources; and

WHEREAS, a Complete Street is defined as one that provides a safe, convenient network that is sensitive to the character of the surrounding area while serving all modes of travel, including walking, biking, transit, automobile and freight, for all ages and all abilities; and

WHEREAS, Complete Streets improve access and safety for those who cannot or choose not to drive motor vehicles; and

WHEREAS, Complete Streets are essential to providing safe routes for children to get to school; and

WHEREAS, Complete Streets provide safe and convenient access for all users to key community destinations, including parks, commercial districts, libraries, employment centers, transit stations and municipal buildings; and

WHEREAS, Complete Streets have public health benefits, including encouraging physical activity and improving air quality, by providing the opportunity for more people to walk and bike safely; and

WHEREAS, the Village of Forest Park is committed to maintaining and making enhancements to its existing streets that improve accommodations for all modes of transportation including bicyclists, pedestrians, public transit and motorized vehicles in a manner sensitive to the context of the neighborhood.

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

Section 1. The Village of Forest Park hereby declares its support of a Complete Streets Policy that encompasses the following:

- A. The Village of Forest Park shall evaluate all future street infrastructure construction and maintenance projects to determine what additional improvements might be necessary to encourage a variety of travel modes by users of all ages and abilities. As part of this evaluation, the Village of Forest Park shall utilize a group of interdisciplinary experts at its disposal including, but not limited to, the Village's staff and consultants, and appropriate representatives from the State of Illinois, Cook County, Metra, Pace, the Chicago Transit Authority, local school districts, and the Park District of Forest Park.

- B. The following roadway projects are exempt from being evaluated as a Complete Streets project, if recommended by the Village Administrator in writing and acknowledged by the Village Council in their approval of any construction contracts:
 - 1. Projects occurring on a roadway where non-motorized use is prohibited by law, such as within interstate highway corridors.
 - 2. The cost for a particular Complete Street design recommendation would be excessive compared to the need or probable use of that particular improvement.
- C. As appropriate, the Village will update existing design manuals, plans, rules, regulations, and programs to reflect the goals of the Complete Streets policy, and develop design guidelines in accordance with the most up-to-date standards, requirements and recommendations as provided by the American Association of State Highway and Transportation Officials, the Institute of Transportation Engineers.
- D. The Village of Forest Park will provide training opportunities to staff and elected officials tasked with implementing the Complete Streets policy.

Section 2. Success of this Complete Streets policy will be evaluated using the following performance measures:

- A. Number of new miles of on-street bike routes defined by streets with clearly marked or signed bicycle accommodations
- B. Number of new accessible curb ramps installed
- C. Number of new bus user related improvements
- D. Modifications to traffic signals
- E. Number of new designated crosswalks, or significant improvements to existing crosswalks
- F. Number of new bike parking spaces created
- G. Increase in the number of bikes parked at bike racks located at transit stations, schools, downtown Forest Park, the Forest Park Public Library and Village Hall

Section 3. If any portion of this Resolution or its application to any person or circumstance is held to be invalid by any court of competent jurisdiction, the invalidity of that provision or application shall not affect any other section of this Resolution or its application.

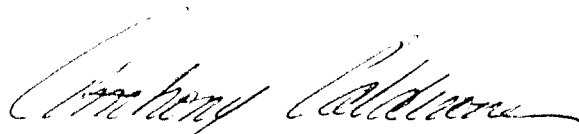
ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd
day of August, 2011.

AYES: _____ 5 _____

NAYS: _____ 0 _____

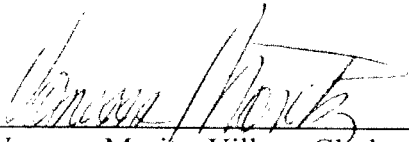
ABSENT: _____ 0 _____

APPROVED by me this 22nd day of August, 2011



Anthony T. Calderone, Mayor

ATTESTED and filed in my office,
AND published in pamphlet form
This 22nd day of August, 2011



Vanessa Moritz, Village Clerk

The following table summarizes the zoning bulk requirements:

Zoning District	MAXIMUM BUILDING HEIGHT	LOT SIZE (sq. ft.)	LOT WIDTH	LOT DEPTH	SETBACKS			MAXIMUM LOT COVERAGE
					FRONT	SIDE	REAR	
R-1 Low Residential District	2.5 stories or 35'	6,250	50'	125'	20' or 15% of lot area	3' or 10% of lot area	25' or 20% of lot area	40%
R-2 Medium Density Residential District	2.5 stories or 35'	5,000 single family; 3,000 two-family; 2,000 row or townhome	40' single and two family; 18' row or townhome	120'	20' or 15% of lot area	3' or 10% of lot area	25' or 20% of lot area	45%
R-3 High Density Residential District	5 stories or 60'	6,250; 2,500 per family two-family dwelling & multiple dwelling unit type specific requirements; 2,000 row or townhome	50'	125'	20' or 15% of lot area	Same as R-1	Same as R-1	40%
B-1 Neighborhood Shopping District	5 stories or 60'	If living facilities 1,250 per family	n/a	n/a	20'/non-required if for business purpose	5' unless buildable width less than 25'	25' or 20%	80%
B-2 Community Shopping District	7 stories or 75'	n/a	n/a	n/a	20'/non-required if for business purpose	n/a	n/a	n/a
DBD Downtown Business District	4 stories or 50'	n/a	n/a	n/a	Same as adjoining structure or property	none	25' or 20%	none
I-1 Light Industrial District	6 stories or 75'	n/a	n/a	n/a	n/a	n/a	n/a	n/a
I-2 Industrial District	6 stories or 75'	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Village of Forest Park
STP Project
Harrison Street (Des Plaines to Harlem)
Engineers Opinion of Probable Cost
11/16/2023

SP	ITEM NO.	ITEM	UNITS	STREET	Engineer's Estimate	
				HARRISON	Unit Price	Item Price
	20101100	TREE TRUNK PROTECTION	EACH	25	\$ 200.00	\$ 5,000.00
	20101200	TREE ROOT PRUNING	EACH	50	\$ 125.00	\$ 6,250.00
	20200100	EARTH EXCAVATION	CU YD	4000	\$ 50.00	\$ 200,000.00
	20800150	TRENCH BACKFILL	CU YD	100	\$ 45.00	\$ 4,500.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	850	\$ 10.00	\$ 8,500.00
	25200110	SODDING, SALT TOLERANT	SQ YD	850	\$ 12.00	\$ 10,200.00
	25200200	SUPPLEMENTAL WATERING	UNIT	30	\$ 50.00	\$ 1,500.00
	28000510	INLET FILTERS	EACH	100	\$ 150.00	\$ 15,000.00
	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	12000	\$ 20.00	\$ 240,000.00
	40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	32500	\$ 1.00	\$ 32,500.00
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4804	\$ 110.00	\$ 528,440.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1148	\$ 110.00	\$ 126,280.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	340	\$ 90.00	\$ 30,600.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	35000	\$ 10.00	\$ 350,000.00
	42400800	DETECTABLE WARNINGS	SQ FT	525	\$ 50.00	\$ 26,250.00
	44000100	PAVEMENT REMOVAL	SQ YD	12000	\$ 12.00	\$ 144,000.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$ 20.00	\$ 2,000.00
	44000600	SIDEWALK REMOVAL	SQ FT	35000	\$ 2.00	\$ 70,000.00
	550B0050	STORM SEWERS, CLASS B (PVC), TYPE 1 12"	FOOT	100	\$ 110.00	\$ 11,000.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	150	\$ 20.00	\$ 3,000.00
	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	400	\$ 30.00	\$ 12,000.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 6,000.00	\$ 18,000.00
	60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 4,500.00	\$ 13,500.00
	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	30	\$ 500.00	\$ 15,000.00
	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	50	\$ 500.00	\$ 25,000.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	250	\$ 25.00	\$ 6,250.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	650	\$ 3.00	\$ 1,950.00
	78006150	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	375	\$ 5.00	\$ 1,875.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	350	\$ 8.00	\$ 2,800.00
*	X0326859	PAVEMENT IMPRINTING	SQ FT	7500	\$ 22.00	\$ 165,000.00
*	X0326862	STRUCTURES TO BE ADJUSTED	EACH	60	\$ 750.00	\$ 45,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$ 50,000.00	\$ 50,000.00
*	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	\$ 15,000.00	\$ 15,000.00
*	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	6	\$ 600.00	\$ 3,600.00
*	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	100	\$ 125.00	\$ 12,500.00
*	N/A	BRICK RIBBON	SF	12400	\$ 25.00	\$ 310,000.00
*	N/A	COMB CONC CURB AND GUTTER REM AND REP (SPECIAL)	FOOT	6200	\$ 45.00	\$ 279,000.00
*	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$ 1.00	\$ 10,000.00
*	N/A	LANDSCAPE ENHANCEMENTS	LSUM	1	\$ 50,000.00	\$ 50,000.00
*	N/A	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	1	\$ 2,000.00	\$ 2,000.00
*	N/A	SITE FURNITURE	LSUM	1	\$ 25,000.00	\$ 25,000.00

Total \$ 2,878,495.00
Construction \$ 2,878,500.00
Phase 2 Engr. \$ 230,280.00
Phase 3 Engr. \$ 287,850.00
Total \$ 3,396,630.00

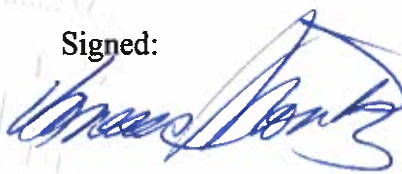
	FED (80%)	LOCAL (20%)	TOTAL
Construction	\$ 2,302,800.00	\$ 575,700.00	\$ 2,878,500.00
Phase 2 Engr. - 100% Local	\$ -	\$ 230,280.00	\$ 230,280.00
Phase 3 Engr.	\$ 230,280.00	\$ 57,570.00	\$ 287,850.00
Total	\$ 2,533,080.00	\$ 863,550.00	\$ 3,396,630.00

CERTIFICATION

I, Vanessa Moritz, hereby certify that I am the duly appointed and acting Village Clerk of the Village of Forest Park, Cook County, Illinois, and that as such am the keeper of the records and the seal of the Village of Forest Park, Cook County, Illinois; and

I further certify that the Resolution, No. R-22-22, attached hereto is a true and correct copy of the Resolution adopted by the Mayor and Village Council of the Village of Forest Park on February 28, 2022, and that the original of same is on file in my office and is available for inspection.

Signed:



Vanessa Moritz
Village Clerk

CERTIFIED this 3rd day of March, 2022
in the Municipal Building
517 DesPlaines Avenue
Forest Park, Cook County, Illinois

RESOLUTION NO. R-22-22

A RESOLUTION ADOPTING A GREEN STREETS POLICY

WHEREAS, “Green Streets” describe roadways and right of ways areas that incorporate infiltration and/or biofiltration best management practices to collect, retain or detain stormwater runoff as well as a design element that creates attractive streetscapes; and,

WHEREAS, “Green Streets” best management practices may include, but are not limited to, street trees, permeable pavement areas, bioretention areas and vegetated swales; and,

WHEREAS, “Green Streets” also assist with reducing the amount of pollutants in storm water runoff; and,

WHEREAS, “Green Streets” also improve the environment by reducing the impact that impervious surfaces have on our combined sewer infrastructure and our waterways by retaining, slowing down and pre-filtering storm water runoff from our roads, helping to alleviate drainage and flooding issues; and,

WHEREAS, the Village of Forest Park, Cook County, Illinois (“Village”) seeks to promote the inclusion of “Green Street” best management practices, where reasonably feasible and practicable (including financially), in new and reconstructed roadway/right of way projects, including capital improvement projects; and,

WHEREAS, the Village seeks to formalize and adopt a “Green Streets Policy” for said projects moving forward; and,

WHEREAS, the Village shall review newly proposed construction of roadways / right of ways, reconstructed roadway / right of way improvement projects and significant capital improvement projects for opportunities to consider the incorporation of green street best management practices.

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

Section 1. The Council of the Village hereby approves and adopts a "Green Streets Policy." A copy of said policy is attached as "Exhibit A."

Section 2. If any portion of this Resolution or its application to any person or circumstance is held to be invalid by any court of competent jurisdiction, the invalidity of that provision or application shall not affect any other section of this Resolution or application.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

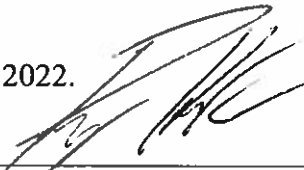
ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 28th day of February, 2022.

AYES: 5

NAYS: 0


ABSENT: 0

APPROVED by me this 28th day of February, 2022.



Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of February, 2022.



Vanessa Moritz, Clerk

EXHIBIT A
GREEN STREETS POLICY



GREEN STREETS POLICY

Purpose:

The Village of Forest Park declares that it shall consider implementation, where reasonably feasible and practicable (including financially), green street best management practices (BMPs) in new and reconstructed roadway/right of way projects, including capital improvement projects.

Green streets are an amenity that provide many benefits, including: water quality improvements; groundwater replenishment; flood (water) storage; creation of attractive streetscapes; connection of neighborhoods; creation of wildlife habitats; and, pedestrian and bicycle accommodations/enhancements. Green streets are defined as roadway and right-of-way areas that incorporate infiltration and/or biofiltration BMPs to collect, retain or detain stormwater runoff as well as a design element that creates attractive streetscapes. Green street BMPs may include, but are not limited to, street trees, permeable pavement areas, bioretention areas and vegetated swales.

Policy:

A. The Village shall review newly proposed construction of roadways/right of ways, reconstructed roadway/right of way improvement projects and significant capital improvement projects conducted within the roadways/right-of-ways for opportunities to incorporate green street BMPs. This excludes routine maintenance or repair and linear utility projects.

B. The Village shall consider opportunities to enhance water quality improvements; groundwater replenishment; flood (water) storage; creation of attractive streetscapes; connection of neighborhoods; creation of wildlife habitats; and, pedestrian and bicycle accommodations/enhancements during the due diligence/design phase of the above referenced improvement projects.

C. The Village's review of its annual capital improvement projects shall result in a list of capital improvement projects best suited for green street BMPs. Green street BMPs shall be considered and implemented where reasonably feasible and practicable (including financially) in capital improvement projects; such BMPs shall be environmentally, physically and economically sustainable.


D. The Village shall continue to monitor the evolution of green street BMP options suggested and endorsed by local, state and federal agencies (MWRD, ILEPA, USEPA) for future implementation in Village improvement projects.

VILLAGE OF FOREST PARK

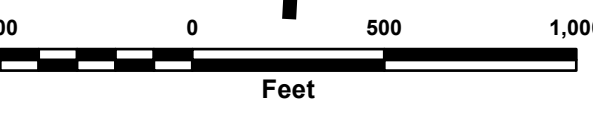

OFFICIAL ZONING MAP

VALID THROUGH DECEMBER 31, 2023

VILLAGE OF



BIG CITY ACCESS
SMALL TOWN CHARM



LEGEND

RESIDENTIAL DISTRICT

- R-1 LOW DENSITY
- R-2 MEDIUM DENSITY
- R-3 HIGH DENSITY

COMMERCIAL DISTRICT

- B-1 NEIGHBORHOOD SHOPPING
- B-2 COMMUNITY SHOPPING
- DBD DOWNTOWN BUSINESS

INDUSTRIAL DISTRICT

- I-1 LIGHT INDUSTRIAL
- I-2 INDUSTRIAL

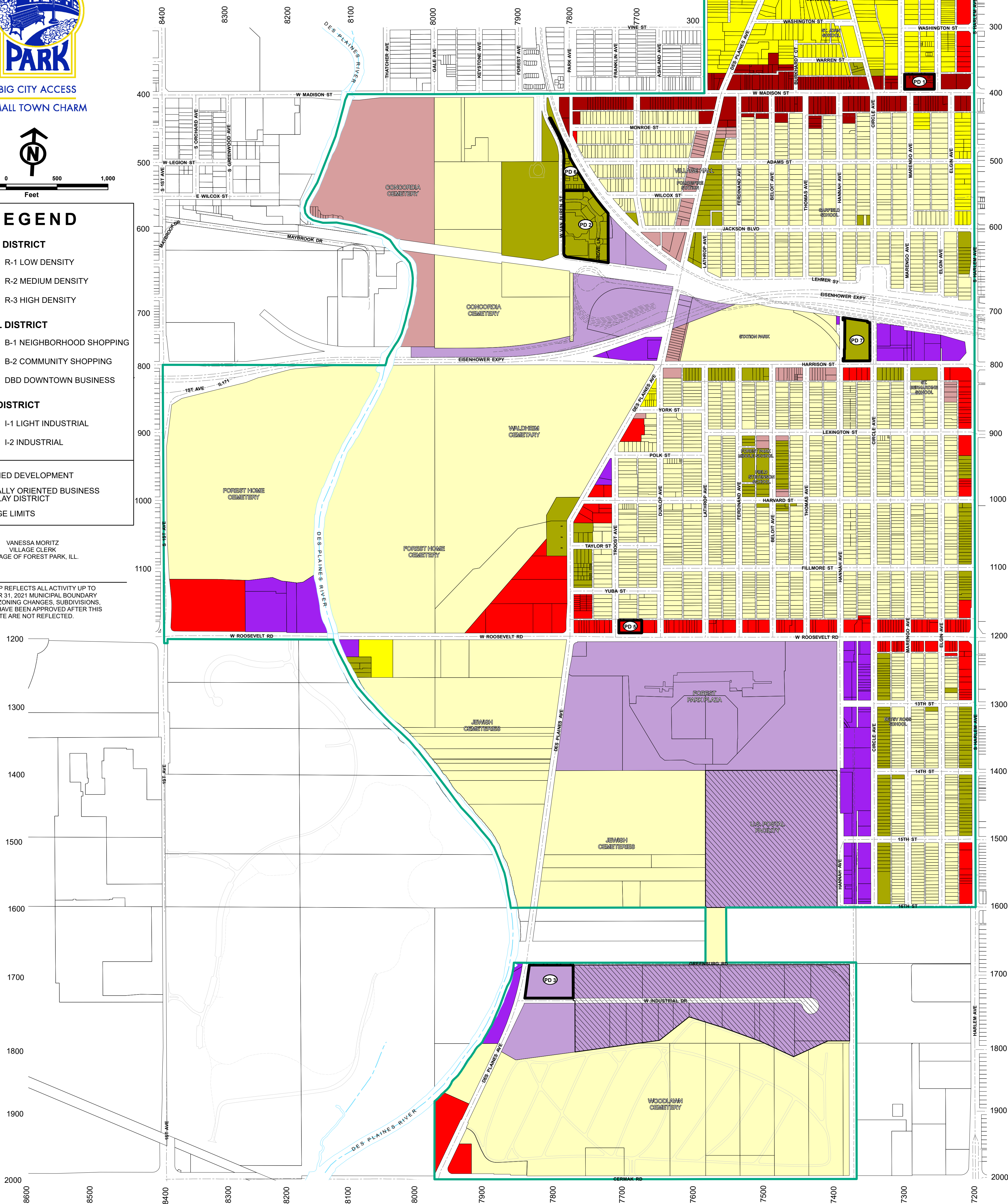
PLANNED DEVELOPMENT

SEXUALLY ORIENTED BUSINESS OVERLAY DISTRICT

VILLAGE LIMITS

VANESSA MORITZ
VILLAGE CLERK
VILLAGE OF FOREST PARK, ILL.

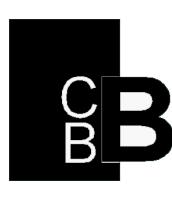
NOTE: MAP REFLECTS ALL ACTIVITY UP TO DECEMBER 31, 2021 MUNICIPAL BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS, ETC., THAT HAVE BEEN APPROVED AFTER THIS DATE ARE NOT REFLECTED.



INDEX OF PLANNED DEVELOPMENTS

- 1. MADISON COMMONS O-49-03, O-50-03
- 2. THE RESIDENCES AT THE GROVE O-01-05, O-02-05
- 3. LIFETIME STORAGE O-38-13
- 4. FARMINGTON O-35-15
- 5. DOLLAR TREE O-16-16
- 6. VAN BUREN TOWNHOMES O -20-17
- 7. 7329 W. HARRISON O-10-17

NOTE: PARCEL BOUNDARIES BASED ON COOK COUNTY ACCESSORS DATABASE CREATED DEC. 20, 2019.



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

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☐ Application ☒ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Transportation

5. Catalog of State Financial Assistance (CSFA) Number: _____

6. CSFA Title: Local STP (STU and STR)

Catalog of Federal Domestic Assistance (CFDA)

☐ Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: _____

12. Funding Opportunity Title: _____

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Forest Park

17. Common Name (Doing Business As-DBA): Village of Forest Park

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

19. Organizational Data Universal Number System (DUNS) Number: 076891365

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 4KZD4

21. Business Address:

Street: 517 Des Plaines Avenue

City: Forest Park State: IL County: Cook Zip+4: 60130

Applicant's Organization Unit

22. Department Name: Public Works

23. Division Name: Streets

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

24. First Name: James 25. Last Name: Amelio 26. Suffix:

27. Title: Village Engineer

28. Organizational Affiliation: Christopher B. Burke Engineering, Ltd.

29. Telephone Number: (847) 823-0500 30. Fax Number:

31. E-mail Address: jamelio@cbbel.com

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

32. First Name: Rachell 33. Last Name: Entler 34. Suffix:

35. Title: Interim Village Administrator

36. Organizational Affiliation: Village of Forest Park

37. Telephone Number: (708) 615-6201 38. Fax Number:

39. E-mail Address: Rentler@forestpark.net

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Forest Park

41. Legislative and Congressional Districts of Applicant:

District 7

42. Legislative and Congressional Districts of Program/Project:

District 7

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Harrison Street from Des Plaines Avenue to Harlem Avenue

44. Proposed Project Term:

Start Date: April 1, 2029

End Date: August 31, 2029

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State: \$2,533,080.00

☒ Applicant Contribution (e.g., in kind, matching): \$863,550.00

☐ Local Contribution:

☐ Other Source of Contribution:

☐ Program Income:

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 218, 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.

☒ I Agree

Authorized Representative

46. First Name: Rachell 47. Last Name: Entler 48. Suffix:

49. Title: Interim Village Administrator

50. Telephone Number: (708) 615-6201 51. Fax Number:

52. E-mail Address: Rentler@forestpark.net

53. Signature of Authorized Representative:

Date Signed - Authorized Representative:

Enter an address

MAP ADDRESS

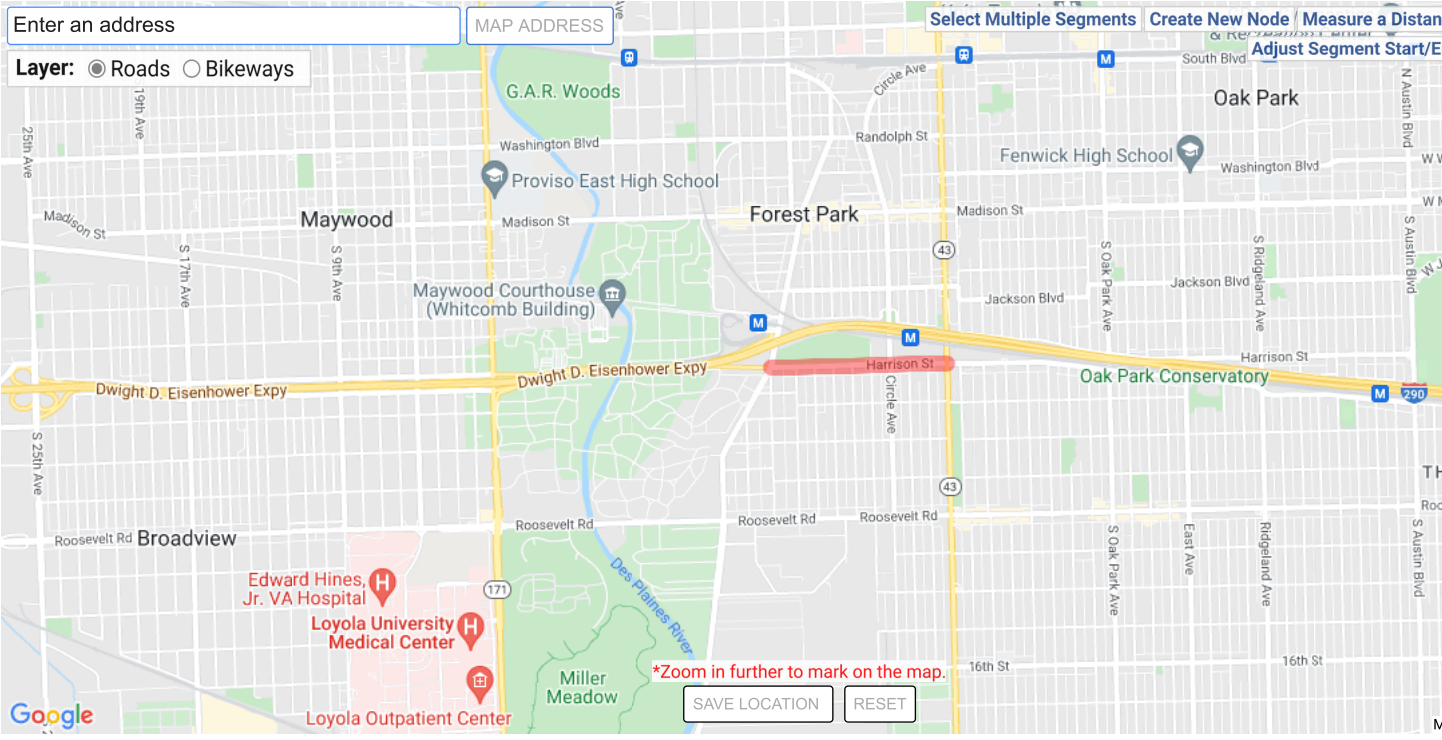
Layer: ☒ Roads ☐ Bikeways

Select Multiple Segments

Create New Node

Measure a Distance

Adjust Segment Start/End



*Zoom in further to mark on the map.

SAVE LOCATION

RESET

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A VEHICLE PARKING LICENSE AGREEMENT
BY AND BETWEEN CURRIE MOTORS CHEVROLET, INC.
AND THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, Currie Motors Chevrolet, Inc. (“Currie”) operates a car dealership in the Village of Forest Park (“Village”) and proposes to license a portion of a Village-owned parking lot located just west of Desplaines Avenue (“Village Lot”) for the purposes of vehicle storage and not sales, to support its sales operation in the Village (“Vehicle Storage”); and

WHEREAS, the Village is agreeable to grant to Currie the license to enter on and occupy the Village Lot for the sole purpose of Vehicle Storage, as further provided for and pursuant to that certain Vehicle Parking License Agreement, attached hereto as Exhibit A and made a part hereof (“License Agreement”).

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

1. That the License Agreement, attached hereto and made a part hereof as Exhibit A, is approved and the execution of the License Agreement by the Mayor and Village Clerk is hereby authorized.
2. That the officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of the License Agreement.
3. That this Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 27th day of November, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

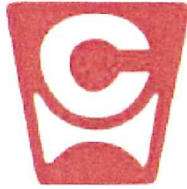
Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A

LICENSE AGREEMENT



"NICE PEOPLE
TO DO BUSINESS WITH"

Currie Motors Chevrolet, Inc.

8401 W. Roosevelt Road

Forest Park, IL 60130

(708) 771-2600

Fax (708) 771-2760

October 19, 2023

VIA EMAIL

Mayor Rory Hoskins
Village of Forest Park
mayorhoskins@forestpark.net

Re: 711 Des Plaines Avenue,
Off-Site Vehicle Storage Proposal

Mayor Hoskins:

In furtherance to our previous conversations, Currie Motors Chevrolet is interested in leasing the lot located at 711 Des Plaines Avenue for storage of its vehicle inventory (Map attached), based on the following terms:

- 1) Currie will install cameras and fencing on the premises are required by Director Glinke;
- 2) There will be no sales at the location as it will be used for storage only;
- 3) Term: 3 years, with a 3-year renewal option;
- 4) Rent: \$7,500 for first 3-year term, \$9,000 for next 3-year term (after fence has been paid);
- 5) Maximum number of spaces required is 300;
- 6) Currie will list the Village of Forest Park as an additional insured and provide a certificate of insurance;
- 7) Property will be restored to original condition at lease termination, fence will remain.

Thank you for considering our request. Please let us know if the above is acceptable and if so, kindly sign below.

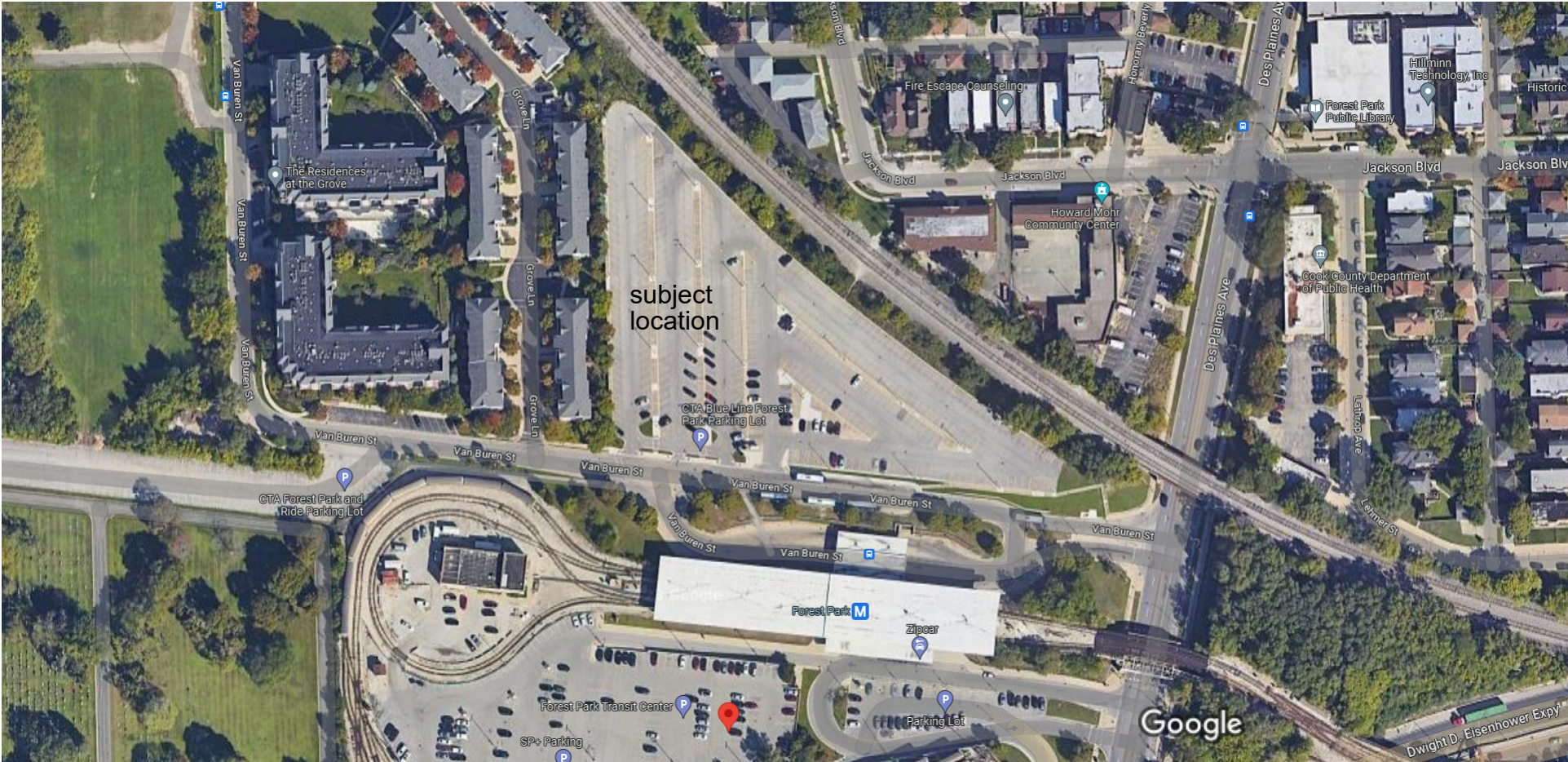
Sincerely,

Steve Jankelow

Accepted:

Date: _____

Google Maps 711 Des Plaines Ave



Imagery ©2023 CNES / Airbus, Maxar Technologies, Sanborn, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft





FUELMASTER® Fuel Management System
Limited Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **11/21/2023** in Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Village of Forest Park, IL

This initial term of this agreement shall commence as of **11/21/2023** and shall continue for a term expiring **11/20/2024**, at which time the services will be automatically renewed unless otherwise directed by the customer. The Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. Limited Maintenance provides a 10% discount on hardware parts, telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates for the software/firmware, upon request. Support hours are 8:00 AM - 8:00 PM EST., Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Limited	FMU2500 S/N 7894	\$550.00
Total		\$550.00

MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained.

Organizations under maintenance contracts are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The customer can decide whether he prefers to maintain his current system or update to the new software/firmware. This agreement does not cover changes in hardware.

Under the terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions and problem solutions. Syn-Tech will provide a 10% discount to replace all defective parts and provide telephonic assistance to the customer to install replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed modularly to provide an easy and rapid parts exchange, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation, or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees.

THIS SPACE LEFT BLANK INTENTIONALLY

The parties of Syn-tech Systems, INC. and **Village of Forest Park, IL** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)



11/21/2023

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)



11/21/23

(Name)

Bradley H Gordon

(Title)

IT Manager



M-Howard Mohr Community Center

Wednesday, January 31, 2024

CONTRACT

ACCOUNT: BRENDA POWERS
 CONTACT: BRENDA POWERS
 ADDRESS:
 EMAIL: bpowers@forestpark.net
 PHONE: 7087717737
 FREQUENT DINER #:

SALES MANAGER: Wildfire Glenview Events
 EMAIL: wildfiregvpatries@lettuce.com
 PHONE: 847-904-6090
 ONSITE CONTACT:
 ONSITE PHONE:
 ONSITE EMAIL:

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type	Guests	Gtd	Event F&B Min
M-Howard Mohr Community Center	1/31/2024	11:15 am - 3:00 pm	Wildfire Glenview	Club Room		25		\$500.00

FOOD

Qty		Price	Total
	Club Lunch Menu with Dessert - 2023		
	Coffee, tea & soda -INCLUDED IN THE MENU PRICE	\$34.95	
	<i>Appetizers - served family style</i>		
	BISON MEATBALLS		
	WILDFIRE CHOPPED SALAD		
	<i>Main Courses - served family style</i>		
	LEMON-PEPPER CHICKEN BREAST		
	MUSHROOM-CRUSTED PORK CHOP		
	<i>Side Dishes - served family style</i>		
	RED SKIN MASHED POTATOES		
	BAKED MAC & CHEESE		
	<i>Desserts - served family style</i>		
	TRIPLE-LAYER CHOCOLATE CAKE		
	HOMEMADE DOOR COUNTY CHERRY PIE		

BEVERAGES

Qty		Price	Total
	Beverages		
	Coffee, Tea and Soda Only		

SETUP & SERVICE NOTES

group is tax exempt!

Seating

Round tables of 6-7

F&B Minimum

Private Event - see above food and beverage minimum

Food and beverage minimum must be met on premise. we do not allow food food or wine ordered to go to meet

Handwritten signature: JH OK to P4



DRURY LANE

THEATRE

Group Sales/Catering Contract

Client/Organization	Event Date	Booking Contact	Sales Rep	Event #
Howard Mohr Community Center	2/28/2024 (Wed)	Brenda Powers	Jackson Rummmler	G04297
Address		Booking Tel	Booking Cell	Guests
7640 Jackson Blvd, Forest Park, IL 60130		(708) 771-7737		25 (Pln)
Party Name	Theme	Booking Email	Gtd Guests	
Fiddler on the Roof	Lunch & Show	BPowers@forestpark.net	22	

Description	Serving	Show Time	Booking Information
Luncheon	11:30 am	1:30 pm	Guests
Served			25 (Pln)

Theatre/Dining Items		Price	Qty	Total
Food/Service Items				
Fiddler on the Roof Group Special		49.00	24	1,176.00
Comp Performance Ticket			1	
Lunch		30.00	24	720.00
Comp Lunch			1	

Terms & Conditions

A 10% non-refundable, non-transferable deposit is due fourteen days from receipt of this contract to secure your reservation. Performance Tickets will not be held or reserved until the deposit and signed contract are received. Final Payment is due two weeks prior to the contracted performance date or tickets may be forfeited. Final payments can be made by check or credit card. Checks should be made payable to Drury Lane Events. Any payments made with a credit card must be accompanied by a signed credit card authorization form and will include a 3% processing fee. Once final payment has been made, all sales are final. Please confirm all dates, time, and guest guarantees listed herein are correct prior to signing. Drury Lane will only reduce the final guest count by 10% from your planned numbers listed herein. The release of theatre seats must be done at least three weeks prior to your scheduled performance.

Original Number of Tickets Booked: 25
Minimum Tickets Required: 22

Seating locations will be based on best available at the time of booking with initial deposit. Accessible seating requirements and special dietary requests must be arranged prior to the final payment. Drury Lane offers wheelchairs and hearing devices, which are available at our Box Office on a first come first serve basis with a valid ID. Should you wish to increase your meal or ticket count after final payment, the request will be honored based on availability. Every effort will be made to keep your group together, however the theatre reserves the right to determine where additional seats will be located. Credit card payment is required for any add-on tickets. Drury Lane will hold performance and meal tickets at the Group Check-In Table for pick up on the day of the performance. Tickets are mailed only upon request. To ensure proper delivery, Drury Lane will not mail tickets within ten days of performance. Pricing is subject to change until a contract is issued. Prices freeze when Group Services receives a signed contract and initial deposit within the date listed on the contract. Price freeze does not pertain to Tax and Service fee. Please advise all members of your group that the Group Services department will only speak with the Group Leader indicated on your contract. Tax Exemption: If your organization is exempt from Illinois State Sales Tax, please attach a copy of your Illinois Exemption Letter. If Drury Lane does not have a valid copy of this exemption letter, Illinois State Tax will be added to your final invoice. Please also keep in

11/20/2023 - 4:59:58 PM

Page 1 of 2

100 Drury Lane • Oakbrook Terrace, IL 60181
(630) 530-8300 •

mind that all invoices must be addressed to the same organization listed on the exemption letter.

If your group is dining with us:

Everybody in your group will receive the same first course and third course.

The exact count of your entree must be given to the group services department three weeks prior to your event date as noted on this agreement.

All meals are subject to Tax and Service fee.

Tax and Service fees are subject to change.

Subtotal	1,896.00	Paid	0.00
Tax	0.00	Balance	2,054.40
Service Charge	158.40		
Total Value	2,054.40		

In the event of a cancellation, the 10% initial deposit is non-refundable or transferable.

Booked Date: November 20, 2023

Signed Contract Return Due: December 4, 2023

Initial Deposit Due: \$205.44 by December 4, 2023

Final Attendance and/or Final Meal Selections Due: February 7, 2024

Final Payment Due: February 14, 2024

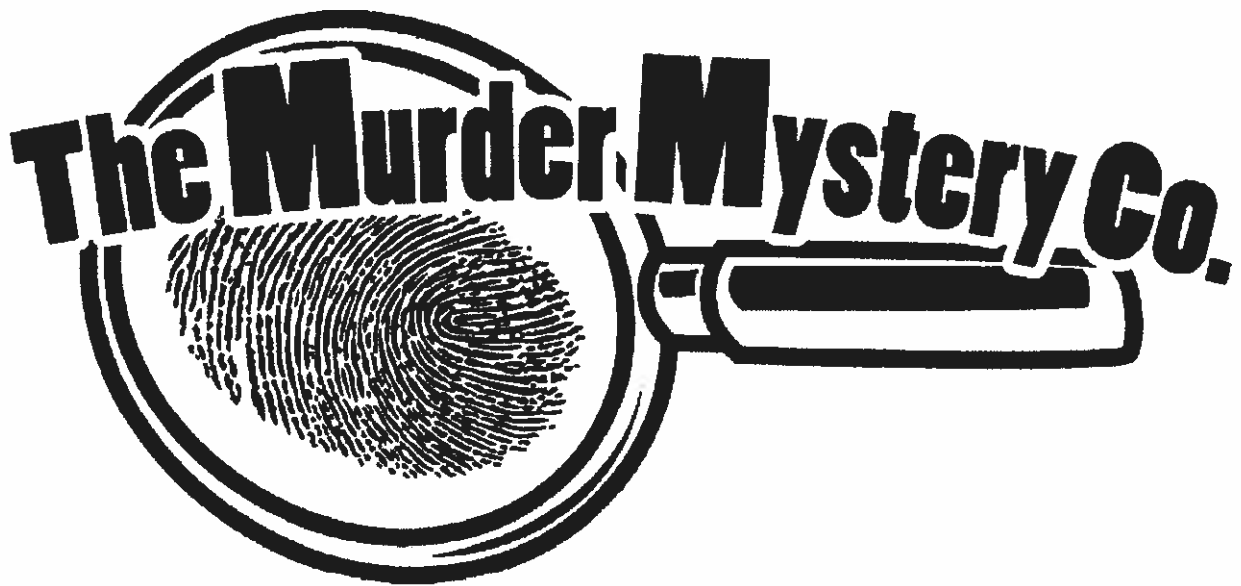
I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: _____

Date: 11/21/2023

Sales Rep: _____

Date: _____



The following agreement is between The Murder Mystery Company, ("Company") and Brenda Powers. The Company agrees to provide a complete Murder Mystery Performance ("Performance") on 02-14-2024 and will provide 3 actor(s), all props, costumes, and any other item needed for the Performance at ADDRESS WILL BE DETERMINED AT A LATER DATE ("Location"). The unique show ID for this Performance is 75333.

Client shall pay \$1,199 for the Performance in total ("Total Cost"). A partial payment of the Total Cost (\$599.50) is due upon the signing of this agreement to hold the date ("Deposit"). Company reserves the right to retain the entire Deposit if the cancellation occurs. Reducing or minimizing Client's selected package seven (7) days or less before the scheduled Performance is considered a cancellation of service. Client may reschedule to a mutually agreed upon date and transfer the full Deposit to the rescheduled Performance date so long as the rescheduling is more than seven(7) days before the original Performance date. Client is allowed one rescheduling, which is not subject to a refund. Rescheduling the event within 72 hours will incur a \$50 charge per actor.

The Crime Scene Consultation Form must be filled out seven(7) days before the show and must include Location, arrival time, and theme. The Performance may not be able to be performed without the necessary Client-provided information. Refunds will not be given because of a lack of information.

The Deposit is not transferable if the Performance is rescheduled less than seven(7) days prior to the Performance date. Credit cards that are on file or used for initial Deposit will be automatically run on the Thursday before the scheduled event date. If final payment is not made on or before the payment due date, the Deposit is forfeit, and the show is cancelled.

In the case of cancellation due to pandemic concerns, where a state of emergency has been declared by the government, or a mandated quarantine is directly affecting the location where the performance was to take place, the show will be rescheduled to a mutually agreed upon date within twelve (12) months of the declared state of emergency. There will be no refunds over pandemic concerns unless the company is unable to accommodate reasonable rescheduling requests.

Cancellations by either party due to acts of God (Weather, Public Health Concerns, Etc) the event will be rescheduled to a mutually agreed upon date within twelve (12) months of the previous show date.

Notwithstanding any other provision in this agreement, Company reserves the right to cancel the Performance or leave at any point before or during the Performance and collect the Total Cost from Client if Company deems it inappropriate to commence or continue the Performance for any reason, including, but not limited to:

- Excessively drunk, disorderly, or illicit conduct
- Illegal activity
- Unsuitable or unsafe conditions
- Disrespectful environment or guest behavior

Client is to provide a suitable space agreed upon by Company and Client prior to the Performance so that the actors will have ample room to freely move about the Location and interact with guests. Company and Client will discuss the specific Performance requirements and will mutually agree upon needed adjustments to the space and accommodations if needed. Client and Participants are not to brandish or visibly display firearms. Client assumes liability for and shall indemnify Company, its employees, and independent contractors from all losses, damages, claims, suits, costs, expenses, and disbursements that in any way relate to the Performance. Client shall, at its own cost and expense, obtain casualty coverage for its guests and all third parties relating to the Performance.

Performance will start within one(1) hour of the scheduled Performance time. If the Performance is delayed by more than an hour due to Client-related circumstances, Client will pay one-hundred dollars(\$100) for every additional hour of delay; however, Company reserves the right to cancel the performance at that time, at its discretion, with the Total Cost due.

Note: The performances often involve comic violence, sexual innuendos, adult situations, and occasional strong language. Client agrees to advise Company at the time of booking of particular guest sensitivities so the Performance can be adjusted accordingly. Company will attempt to follow all Client Performance guidelines but is not responsible for the behavior of guests or the independent contractors acting in the Performance.

Please Mail Checks To:

The Murder Mystery Company
4550 Airwest Drive SE
Kentwood, MI 49512

Make checks payable to "The Murder Mystery Company, LLC". Please include the Performance date 02-14-2024 and show ID 75333, both of which are also found in your booking confirmation email.

The Performance date will not be reserved until this agreement is signed and returned to Company, electronically or by mail, with the Deposit as required herein. Both the Client's signed agreement and Deposit must be provided to Company no less than seven(7) days before the scheduled Performance date. By digitally signing and initialing below, I agree to the terms, Total Cost, and conditions provided in this agreement.

Initials

AEK

Signature

Your Signature



Sign Contract

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

APPLICATION INFORMATION

Type of Organization:

☐ Business

☒ Charitable *Toy Drive*

☐ Educational

☐ Fraternal

☐ Labor

☐ Nonprofit

☐ Religious

☐ Veterans

Name of Organization: *Howard Mahr C.C.*

Address: *7440 Jackson Blvd.*

Applicant's Name: *Karl Dylewski*

Email Address: *Kdylewski@ForestPark.net* Phone: *(708) 771-7737*

Length of time organization has been in existence: _____

Place and date of organization's charter, if applicable:

Place: _____

Date: *11/15/23*

Items required (no later than 30 days prior to the start of all raffle sales):

- ☐ Application Fee
 - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ Articles of Incorporation and/or Charter
- ☐ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond

OFFICER INFORMATION

President/Chairperson's Name: _____

Address: _____

Telephone #: _____ Email: _____

Secretary's Name (if applicable): _____

Address: _____

Telephone #: _____ Email: _____

Treasurer's Name: _____

Address: _____

Telephone #: _____ Email: _____

Raffle Manager's Name: _____

Address: _____

Telephone #: _____ Email: _____

RAFFLE INFORMATION

☐ Traditional

☒ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 12/7/23 to 12/7/23

Area(s) where Raffle Tickets will be sold: Shanahan's Forest Park

Raffle Ticket Price: \$1

Maximum number of tickets to be sold: _____

Drawing(s):

Date(s) and time(s) of raffle drawing: 12/7/23

Location of raffle drawing(s): Shanahan's Park

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

Retail Cost

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ _____

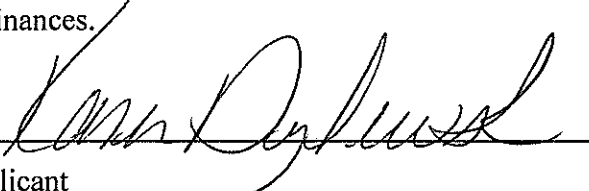
BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.



Applicant

President/Chairman

Secretary

Raffle Manager

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

(SEAL)