



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, June 23, 2025  
Lower Level of Village Hall  
7:00 PM

In-Person and Via Live Stream: Click [Here](#)

Dial-In Live Stream: 312-626-6799; Webinar ID 832 7300 5386 Passcode: 949396

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE JUNE 9, 2025 REGULAR MEETING OF THE COUNCIL**

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

**COMMUNICATIONS:**

**DEPARTMENT REPORTS:**

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Ordinance imposing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the Village of Forest Park
2. Ordinance authorizing the sale or disposition of surplus property : Panasonic, Havis and Motorola equipment
3. Resolution approving a Collective Bargaining Agreement between the Village and AFSCME Local 3026
4. Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for the 2026 Lead Service Line Replacement Project – Stage 3 Loan Application Assistance and Bidding Documents with CBBEL
5. Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II Design for the 2025 Green Alley Project with CBBEL (800 Block Thomas-Hannah Alley)
6. Resolution approving Change Order No. 1 to the Contract with Bolder Contractors, Inc. for the 2024 Water Main Replacement – 400-500 Blocks of Ferdinand Project
7. Resolution authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of a full-time Finance Assistant
8. Approval: Use of Public Way requests: Living Word 5K Run and Chamber of Commerce

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**ADJOURNMENT INTO CLOSED SESSION:** Pursuant to Employment Matters Regarding Specific Employees (5 ILCS 120/2(c)(1) Compensation

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, JUNE 9, 2025**

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

**ROLL CALL**

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

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the May 23, 2025, Special meeting of the Council be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the May 27, 2025, Regular meeting of the Council be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**PUBLIC COMMENT**

Mr. Thomas Kovac emailed public comment making various accusations about the villages elected officials.

**COMMUNICATIONS:**

Ramar House Condominium Association send a thank you letter to the village regarding the fire response from all departments to 7251 Randolph Street on March 24, 2025.

## **DEPARTMENT REPORTS:**

None

## **APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$921,065.55.

**R-53-25  
RESOLUTION FOR THE  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$921,065.55  
APPROVED**

### **ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

## **UNFINISHED BUSINESS:**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the application for use of the public way from Forest Park Arts Alliance for Art in Constitution Court for the months of July through September, 2025. There was discussion about excess trash and the Arts Alliance promised to monitor the area. There was further discussion clarifying that if a local business is involved in the event, they would have to apply for a separate sidewalk use license.

**FOREST PARK ARTS  
ALLIANCE REQUEST TO  
USE CONSTITUTION  
COURT  
APPROVED BY MOTION**

## **NEW BUSINESS:**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving and ratifying the execution of an application for Organized Retail Theft Crime Grant from the office of the Attorney General, State of Illinois for FY26 be adopted.

**R-54-25  
RESOLUTION APPROVING  
APPLICATION FOR  
ORGANIZED RETAIL  
THEFT CRIME GRANT  
APPROVED**

### **ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-55-25**  
**RESOLUTION APPROVING**  
**PAY REQUEST #1 TO**  
**MISFITS CONSTRUCTION**  
**COMPANY**  
**APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution approving Pay Request #1 for the Madison Street Site Furnishings Project from Misfits Construction Company be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**ADMINISTRATOR'S REPORT:**

Administrator Entler expressed her gratitude for the opportunity to attend the ILCMA conference last week, adding that the sessions were very informative and networking was helpful. Last, the administrator stated that the Finance Department has been extremely busy for the last month as we had an unexpected staffing challenge, and current staff is doing the work the best that they can.

**COMMISSIONER'S REPORTS:**

Commissioner Melin-Rogovin reported on all of the local events that she attended over the last couple of weeks, thanking those who worked to make the events possible.

Commissioner Voogd stated that it has been a very busy couple of weeks and expressed her pleasure with being able to celebrate with Pat Malone at McGaffer's Saloon.

Mayor Hoskins reminded residents that this Saturday, June 14<sup>th</sup> is the annual Juneteenth Family Pool Party, thanking the sponsors and volunteers who made it possible. The mayor further reported that he attended the Chicagoland Chamber of Commerce's business meeting and was invited and attended the Jewish United Fund's business meeting where he was able to collaborate with mayors in the region.

**ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:19 P.M.

Respectfully submitted,

Vanessa Belmonte  
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	5,599.51
Public Affairs	25,386.75
Police Department	8,528.26
Community Center	9,804.19
Accounts & Finance (Clerks Office)	75,291.95
Accounts & Finance (Fire Department)	88,705.74
Department of Health & Safety	12,365.70
Streets and Public Improvements	6,647.91
Public Property	34,104.42
Seizure	40.36
Federal Customs	17,391.99
TIF	1,662.50
VIP	39,995.58
Water Department	288,302.59

<b>TOTAL</b>	<b>\$ 613,827.45</b>
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**ADOPTED BY THE Council of the Village of Forest Park this 23rd Day of June 2025**

Ayes:  
Nays:  
Absent:

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

ATTEST:

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-005	F3 Plumbing	05/22/2025	400.00
100-00-000-2200-005	Siraj Ahmed	03/04/2024	400.00
100-00-000-4450-121	Authorize.Net	05/31/2025	68.52
100-00-000-4450-121	Passport Labs Inc	05/31/2025	152.07
100-00-000-4450-130	Authorize.Net	05/31/2025	603.54
100-00-000-4450-130	Passport Labs Inc	05/31/2025	3,687.79
100-00-000-4450-140	Authorize.Net	05/31/2025	44.87
100-00-000-4450-140	Passport Labs Inc	05/31/2025	242.72
Refunds and Allocations			5,599.51



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-150	Liberty Sales	06/10/2025	2,118.30
100-10-101-6120-150	Park District of Forest Park	05/28/2025	1,000.00
100-10-101-6120-150	Megan Roach	06/01/2025	26.47
100-10-101-6120-160	Restaurants - General	05/22/2025	76.05
100-10-101-6120-160	Zoom Video Communications Inc	06/04/2025	15.99
100-10-101-6120-160	Zoom Video Communications Inc	06/04/2025	79.00
100-10-101-6120-305	Constant Contact Inc	05/29/2025	66.00
100-10-101-6120-305	General- Flowers & Gifts	05/08/2025	107.97
100-10-101-6120-305	Jimmy's Place	05/04/2025	26.66
100-10-101-6120-305	USPS	05/03/2025	312.00
100-10-101-6120-305	Triton College Foundation	06/04/2025	130.00
100-10-101-6120-305	Westgate Flower and Plant Shop	06/02/2025	97.98
100-10-101-6120-305	Westgate Flower and Plant Shop	06/02/2025	97.98
100-10-101-6120-305	Christopher Burke Engineering LTD	06/06/2025	16,234.57
100-10-101-6120-305	Corey Thomas	06/10/2025	425.00
100-10-101-6150-112	Illinois City/County Management Association	05/28/2025	394.75
100-10-101-6150-112	International City/County Management Association	05/28/2025	890.50
100-10-101-6150-120	Gas Stations	05/05/2025	10.62
100-10-101-6150-120	Gas Stations	05/06/2025	54.50
100-10-101-6150-120	Gas Stations	05/07/2025	44.72
100-10-101-6150-120	Gas Stations	05/12/2025	9.47
100-10-101-6150-120	Gas Stations	05/28/2025	21.01
100-10-101-6150-120	Hotels - general	05/06/2025	147.06
100-10-101-6150-120	Hotels - general	05/13/2025	(80.85)
100-10-101-6150-120	Parking Charges	05/05/2025	30.00
100-10-101-6150-120	Parking Charges	05/06/2025	20.00
100-10-101-6150-120	Parking Charges	05/18/2025	20.00
100-10-101-6150-120	Restaurants - General	05/06/2025	20.00
100-10-101-6150-120	Rachell Entler	05/21/2025	25.20
100-10-101-6150-120	Rachell Entler	06/12/2025	14.84
100-10-101-6150-125	Rachell Entler	06/03/2025	296.60
100-10-101-6150-220	Shavon Wesley	05/28/2025	412.50
100-11-111-6100-115	Grant Writing Consultants LLC	06/01/2025	1,875.00
100-11-111-6110-110	Adobe Acrobat Pro DC	05/10/2025	331.36
100-11-111-6110-110	Springbrook Holding Company LLC	05/31/2025	35.50
Public Affairs			25,386.75



Account Number	Vendor	Invoice Date	Amount
100-12-121-5005-030	Joe Schick	06/04/2025	3,136.00
100-12-121-6120-305	Northwestern Center for Public Safety	04/30/2025	33.00
100-12-121-6120-305	Northwestern Center for Public Safety	04/30/2025	33.00
100-12-121-6120-305	Northwestern Center for Public Safety	04/30/2025	33.00
100-12-121-6120-305	Tom McNamara	06/03/2025	105.00
100-12-123-6145-200	Amazon.com	05/13/2025	139.98
100-12-123-6145-202	Amazon.com	05/22/2025	54.99
100-12-123-6145-202	StopStick Ltd.	04/24/2025	251.00
100-12-123-6145-291	Reliable Fire & Security	05/23/2025	478.20
100-12-125-6145-204	DACRA Adjudication System	05/31/2025	1,743.00
100-12-125-6145-204	DACRA Adjudication System	05/31/2025	2,500.00
100-12-126-6145-126	Amazon.com	05/19/2025	14.96
100-12-126-6145-126	Amazon.com	05/22/2025	6.13
Police Department			8,528.26



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Costco	05/06/2025	139.70
100-15-152-6170-200	Gordon Food Service	05/27/2025	102.40
100-15-153-6170-202	Custom Ink	05/28/2025	455.00
100-15-153-6170-202	R & M Specialties LTD	05/21/2025	866.00
100-15-153-6170-202	Amazon.com	06/06/2025	321.06
100-15-153-6170-202	Amazon.com	06/06/2025	45.58
100-15-154-6170-102	Costco	05/06/2025	280.91
100-15-154-6170-102	Gordon Food Service	05/07/2025	106.38
100-15-154-6170-102	Walmart Stores Inc	05/08/2025	46.04
100-15-154-6170-102	Walmart Stores Inc	05/12/2025	116.72
100-15-154-6170-110	Gordon Food Service	05/27/2025	107.25
100-15-154-6170-110	Harvest 365 Grill	05/08/2025	492.89
100-15-154-6170-110	Painting with a Twist	05/19/2025	100.00
100-15-154-6170-110	Paramount Theatre	05/28/2025	251.50
100-15-154-6170-110	Restaurants - General	05/08/2025	254.00
100-15-154-6170-110	Signature Transportation Group	05/22/2025	51.37
100-15-154-6170-110	Signature Transportation Group	05/29/2025	1,494.88
100-15-154-6170-110	Signature Transportation Group	05/29/2025	929.75
100-15-154-6170-110	Signature Transportation Group	05/29/2025	1,186.63
100-15-154-6170-110	Signature Transportation Group	05/29/2025	981.13
100-15-154-6170-110	Patricia Waszak	05/21/2025	1,475.00
Community Center			9,804.19



Account Number	Vendor	Invoice Date	Amount
100-21-211-6110-110	Gordon Flesch Co Inc	06/05/2025	59.66
100-21-211-6110-110	Gordon Flesch Co Inc	06/06/2025	130.27
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	76.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	63.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	63.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	76.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	119.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2025	63.00
100-21-211-6140-102	UPS	05/03/2025	23.90
100-21-211-6140-104	Amazon.com	04/29/2025	54.75
100-21-211-6140-104	Amazon.com	05/05/2025	40.82
100-21-211-6140-104	Amazon.com	05/13/2025	103.91
100-21-211-6140-104	Amazon.com	05/22/2025	78.17
100-21-211-6140-104	Amazon.com	05/22/2025	55.78
100-21-211-6140-104	Amazon.com	05/22/2025	21.14
100-21-211-6140-104	Amazon.com	05/22/2025	20.23
100-21-211-6140-104	Amazon.com	06/09/2025	20.58
100-21-211-6140-104	Office 8	05/22/2025	342.93
100-21-211-6140-104	Quill	05/22/2025	30.20
100-21-211-6140-104	Quill	05/23/2025	73.53
100-21-211-6140-104	Quill	06/05/2025	2.63
100-21-211-6140-140	Quill	05/22/2025	39.50
100-21-211-6150-150	AT&T	06/04/2025	89.16
100-21-211-6150-150	AT&T	06/07/2025	1,877.49
100-21-211-6160-001	Illinois Counties Risk Management Trust	03/18/2025	(4,766.70)
100-21-211-6160-005	Illinois Counties Risk Management Trust	03/18/2025	51,584.00
100-21-211-6190-003	POLICE PENSION FUND	06/10/2025	11,850.00
100-21-211-6190-004	Firefighters Pension Fund	06/10/2025	11,850.00
100-22-221-6310-410	Grant Writing Consultants LLC	06/01/2025	1,250.00

Accounts and Finance (Clerks Office) 75,291.95



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-200	Air One Equipment Inc	06/03/2025	847.00
100-30-302-6110-200	MES I Acquisition Inc	05/23/2025	170.85
100-30-303-6100-161	Public Consulting Group LLC	06/03/2025	87,661.89
100-30-303-6145-300	Division of Accounting Illinois Department of Public Health	05/21/2025	26.00
Accounts and Finance (Fire Department)			88,705.74



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	05/15/2025	2,880.00
100-40-401-5000-017	Raymond Traynor	06/09/2025	630.00
100-40-401-5000-017	Tariq Dandan	06/02/2025	1,486.00
100-40-402-6100-115	Courtney Kashima	05/31/2025	4,543.75
100-40-402-6141-003	Christopher Burke Engineering LTD	06/06/2025	306.25
100-40-402-6141-003	Christopher Burke Engineering LTD	06/06/2025	367.50
100-40-402-6141-003	Christopher Burke Engineering LTD	06/06/2025	306.25
100-40-402-6150-232	Tariq Dandan	06/02/2025	596.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	06/01/2025	1,200.00
100-40-410-6140-100	RealtyTrac	05/21/2025	49.95
Department of Health and Safety			12,365.70





Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	05/29/2025	4,928.33
100-50-502-6185-108	JC Licht LLC	06/05/2025	430.06
100-50-502-6185-108	JC Licht LLC	06/06/2025	215.03
100-50-502-6185-252	Green Electronic Solutions Inc	06/02/2025	1,074.49
Streets and Public Improvements			6,647.91



Account Number	Vendor	Invoice Date	Amount
100-55-553-6180-150	Lyons Pinner Electric Co	05/27/2025	2,437.26
100-55-553-6180-150	Lyons Pinner Electric Co	05/27/2025	1,322.32
100-55-553-6180-150	Lyons Pinner Electric Co	05/27/2025	364.00
100-55-553-6180-150	Lyons Pinner Electric Co	05/29/2025	399.00
100-55-553-6180-150	Lyons Pinner Electric Co	05/29/2025	3,540.82
100-55-553-6180-150	Lyons Pinner Electric Co	05/29/2025	1,524.80
100-55-553-6180-150	Lyons Pinner Electric Co	05/29/2025	3,496.56
100-55-553-6180-150	Lyons Pinner Electric Co	05/31/2025	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	05/31/2025	766.50
100-55-553-6180-150	Lyons Pinner Electric Co	05/31/2025	12,950.00
100-55-553-6180-152	Lyons Pinner Electric Co	05/31/2025	595.00
100-55-553-6180-160	Com Ed	05/19/2025	90.66
100-55-553-6180-160	Com Ed	06/03/2025	34.88
100-55-553-6180-160	Com Ed	06/03/2025	31.98
100-55-553-6180-160	Com Ed	06/03/2025	112.72
100-55-553-6180-160	Com Ed	06/03/2025	388.28
100-55-553-6180-160	Com Ed	06/03/2025	31.63
100-55-553-6180-160	Com Ed	06/03/2025	32.46
100-55-553-6180-160	Com Ed	06/04/2025	38.57
100-55-560-6180-125	Tim Stefl Inc	06/05/2025	138.75
100-55-570-6155-106	Currie Motors Chevrolet	05/30/2025	(191.72)
100-55-570-6155-106	Currie Motors Chevrolet	05/30/2025	120.48
100-55-570-6155-106	Currie Motors Chevrolet	05/30/2025	1,068.61
100-55-570-6155-106	Currie Motors Chevrolet	06/02/2025	154.03
100-55-570-6155-106	Currie Motors Chevrolet	06/03/2025	69.44
100-55-570-6155-106	Factory Motor Parts Co	05/22/2025	197.44
100-55-570-6155-106	Factory Motor Parts Co	05/27/2025	313.80
100-55-570-6155-106	Factory Motor Parts Co	05/30/2025	6.08
100-55-570-6155-106	Factory Motor Parts Co	06/02/2025	191.00
100-55-570-6155-106	Factory Motor Parts Co	06/02/2025	6.08
100-55-570-6155-106	Factory Motor Parts Co	06/02/2025	6.08
100-55-570-6155-106	Factory Motor Parts Co	06/02/2025	266.30
100-55-570-6155-106	Factory Motor Parts Co	06/02/2025	6.08
100-55-570-6155-106	Factory Motor Parts Co	06/05/2025	12.06
100-55-570-6155-106	Factory Motor Parts Co	06/05/2025	12.06
100-55-570-6155-106	Interstate Billing Services Inc	06/03/2025	25.48
100-55-570-6155-106	Interstate Billing Services Inc	06/03/2025	(9.33)
100-55-570-6155-106	Linde Gas & Equipment, Inc.	05/22/2025	253.65
100-55-570-6155-106	Linde Gas & Equipment, Inc.	05/29/2025	84.69



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Linde Gas & Equipment, Inc.	05/30/2025	406.53
100-55-570-6155-106	Zeigler Ford North Riverside	05/17/2025	113.89
100-55-570-6155-106	Zeigler Ford North Riverside	05/27/2025	103.60
100-55-570-6155-106	Zeigler Ford North Riverside	06/05/2025	73.33
100-55-570-6155-112	Bernie's Saw & Supply Inc	06/09/2025	87.75
100-55-570-6155-112	Commercial Tire Service	06/06/2025	191.00
100-55-570-6155-112	Interstate Billing Services Inc	05/31/2025	515.92
100-55-570-6155-112	Martin Vargas	06/03/2025	375.00
		Public Property	34,104.42



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Adobe Acrobat Pro DC	05/10/2025	40.36
		Seizure	40.36



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-231	A Core Locksmiths	05/30/2025	475.00
232-00-000-6900-231	Amazon.com	04/29/2025	87.02
232-00-000-6900-231	Amazon.com	05/20/2025	17.98
232-00-000-6900-231	Amazon.com	05/27/2025	16.99
232-00-000-6900-231	Eagle Uniform Company Inc	05/28/2025	108.00
232-00-000-6900-231	eFax	05/20/2025	18.99
232-00-000-6900-231	Grant Writing Consultants LLC	06/01/2025	1,875.00
232-00-000-6900-231	UPS	04/26/2025	7.64
232-00-000-6900-231	UPS	05/17/2025	0.63
232-00-000-6900-231	UPS	05/17/2025	54.02
232-00-000-6900-231	An Aramark Co Galls Inc	05/01/2025	54.99
232-00-000-6900-235	CDS Office Technologies	05/29/2025	14,442.00
232-00-000-6900-235	Waytek INC	05/27/2025	233.73
Federal Customs			17,391.99



Account Number	Vendor	Invoice Date	Amount
306-00-000-6100-115	Dost Valuation Group LTD	05/30/2025	1,295.00
309-00-000-6100-105	Christopher Burke Engineering LTD	06/06/2025	245.00
309-00-000-6100-105	Christopher Burke Engineering LTD	06/06/2025	122.50
		TIF	1,662.50



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	06/06/2025	812.50
312-00-000-6180-200	Illinois Alarm	06/01/2025	192.00
312-00-000-6180-200	PremiStar-North	05/28/2025	516.00
312-00-000-6180-200	Quill	05/22/2025	457.50
312-00-000-6180-200	Quill	05/29/2025	183.43
312-00-000-6180-200	Quill	06/05/2025	241.59
312-00-000-6180-210	Comcast	06/01/2025	445.92
312-00-000-6180-210	Comcast	06/02/2025	40.71
312-00-000-6180-215	Illinois Alarm	06/01/2025	165.00
312-00-000-6180-220	Illinois Alarm	06/01/2025	165.00
312-00-000-6180-220	Linde Gas & Equipment, Inc.	05/31/2025	187.63
312-00-000-6180-230	Network Operations Center	05/21/2025	40.47
312-00-000-6180-230	Illinois Alarm	06/01/2025	165.00
312-00-000-6180-230	Tim Stefl Inc	05/28/2025	1,279.84
312-00-000-6180-240	Case Lots Inc	06/03/2025	293.10
312-00-000-6180-240	Comcast	05/28/2025	1.34
312-00-000-6180-240	Homebase	05/17/2025	13.00
312-00-000-6180-240	Illinois Alarm	06/01/2025	135.00
312-00-000-6180-240	JC Licht LLC	06/09/2025	59.38
312-00-000-6180-250	Tim Stefl Inc	05/20/2025	597.60
312-00-000-7000-102	Christopher Burke Engineering LTD	06/06/2025	17,410.00
312-00-000-7000-130	Christopher Burke Engineering LTD	06/06/2025	15,493.57
312-00-000-7000-312	K-Five Hodgkins LLC	05/22/2025	160.00
312-00-000-7000-312	Christopher Burke Engineering LTD	06/06/2025	940.00
		VIP	39,995.58



Account Number	Vendor	Invoice Date	Amount
501-00-000-2001-002	James & Catherine Meek	06/13/2025	192.95
501-80-800-4910-303	Adam Tarnow	04/29/2025	240.00
501-80-800-6100-105	Christopher Burke Engineering LTD	06/06/2025	490.00
501-80-800-6110-105	Springbrook Holding Company LLC	05/31/2025	224.00
501-80-800-6120-500	Benjamin Smith	06/02/2025	1,500.00
501-80-800-6140-102	Forest Printing Company	05/28/2025	310.35
501-80-800-6150-154	Com Ed	05/16/2025	175.64
501-80-800-6150-154	Com Ed	05/19/2025	27.87
501-80-800-6150-154	Com Ed	06/03/2025	28.37
501-80-800-6150-154	Com Ed	06/03/2025	129.82
501-80-800-6150-154	Com Ed	06/04/2025	198.09
501-80-800-6800-100	City of Chicago	06/09/2025	78,378.30
501-80-800-6800-100	City of Chicago	06/09/2025	89,575.20
501-80-800-6800-112	Alexander Chemical	04/01/2025	1,554.53
501-80-800-6800-150	Clear View	04/13/2025	21,032.19
501-80-800-6800-150	Centurion Plumbing Company	06/04/2025	7,378.78
501-80-800-6800-151	Centurion Plumbing Company	06/04/2025	10,092.30
501-80-800-6800-151	Centurion Plumbing Company	06/04/2025	4,414.20
501-80-800-7000-003	Christopher Burke Engineering LTD	06/06/2025	2,182.50
501-80-800-7000-006	Christopher Burke Engineering LTD	06/06/2025	4,182.50
501-80-800-7000-006	Christopher Burke Engineering LTD	06/06/2025	48,585.00
501-80-800-7000-020	Christopher Burke Engineering LTD	06/06/2025	17,410.00
Water Department			288,302.59



**ORDINANCE NO. O-\_\_\_\_-25**

**AN ORDINANCE IMPOSING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

---

**WHEREAS**, the Village of Forest Park (the "Village") is an Illinois unit of local government pursuant to the Constitution of the State of Illinois, as amended; and

**WHEREAS**, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, authorizes the corporate authorities of the Village to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to the Village, with such fines or penalties as may be deemed proper; and

**WHEREAS**, the Municipal Grocery Occupation Tax Law codified as Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, authorizes the corporate authorities of the Village to impose a tax, to be effective on or after January 1, 2026, upon all persons engaged in the business of selling groceries at retail in the Village at the rate of one percent (1%) of the gross receipts from the sales of the groceries (the "Municipal Grocery Retailers' Occupation Tax"); and

**WHEREAS**, Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax to also impose a Service Occupation Tax at the same rate, upon all persons engaged, in the Village, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service (the "Municipal Grocery Service Occupation Tax"); and

**WHEREAS**, the Municipal Grocery Retailers' Occupation Tax, the Municipal Grocery Service Occupation Tax and all civil penalties that may be assessed as an incident of the taxes are to be administered, collected and enforced by the Illinois Department of Revenue; and

**WHEREAS**, the Village Council has determined that it is desirable, necessary and in the best interests of the Village and its residents that the Village amend the Village Code to impose both a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24.

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

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

**Section 2: Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax; Tax Imposed.** A tax is hereby imposed upon all persons engaged in the business of selling groceries, as defined in the Municipal Grocery Occupation Tax Law, at retail in the Village of Forest Park at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all

persons engaged in the Village of Forest Park in the business of making sales of service, at the rate of 1% of the selling price of all groceries, as defined in the Municipal Grocery Occupation Tax Law, transferred by such serviceman as an incident to a sale of service.

The imposition of these taxes is in accordance with and subject to the provisions of the Municipal Grocery Occupation Tax Law (65 ILCS 5/8-11-24).

**Section 3:**     **Illinois Department of Revenue to Administer.** The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**Section 4:**     **Village Clerk to file Ordinance with Illinois Department of Revenue.** The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

**Section 5:**     **Effective Date.** This Ordinance and the taxes imposed by this Ordinance shall take effect on the later of (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1<sup>st</sup> or (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1<sup>st</sup>.

**Section 6:**     **Codification of Municipal Grocery Retailers' and Service Occupation Taxes.** Chapter 2, entitled "Municipal Occupation Taxes" of Title 3, entitled "Business and License Regulations", of the Municipal Code of the Village of Forest Park, Illinois, is hereby amended by adding thereto a new Article H entitled "Municipal Grocery Tax," to read as follows:

## **ARTICLE H. – MUNICIPAL GROCERY TAX**

**Sec. 3-2H-1 – Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax; Tax Imposed.** Effective January 1, 2026, a tax is hereby imposed upon all persons engaged in the business of selling groceries, as defined in the Municipal Grocery Occupation Tax Law, at retail in the Village of Forest Park at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in the Village of Forest Park in the business of making sales of service, at the rate of 1% of the selling price of all groceries, as defined in the Municipal Grocery Occupation Tax Law, transferred by such serviceman as an incident to a sale of service.

The imposition of these taxes is in accordance with and subject to the provisions of the Municipal Grocery Occupation Tax Law (65 ILCS 5/8-11-24).

**Section 7:**     **Repeal of conflicting provisions.** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**Section 8.**     This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

**ADOPTED** by the Council of the Village of Forest Park, Cook County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

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

ATTESTED, filed in my office and published  
in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk

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

**ORDINANCE NO. O - \_\_\_\_ - 25**

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

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

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

eight (8) Panasonic Vault/Recorders, model #AG-CPD20P (SN# MFA00191, MFA00120, MFA00144, MEA00143, MEA00166, MCA00293, model #MJ-VR30 (SN# MLA00693), model #AG-CK10P (SN# MDA00186),

six (6) Panasonic In-Squad Cameras, model #AG-CK10P (SN# AOTA00153, AOTA00215, MDA00075, E8TA00268, E8TA00267, MCA00339),

seven (7) Havis In Squad Computer Mounts, (SN# 27580-0007, 27580-0017, 27580-0016, 27580-0006, 27580-0003, 0215-P110-54801, 01114-P110-53501),

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

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

eight (8) Panasonic Vault/Recorders, model #AG-CPD20P (SN# MFA00191, MFA00120, MFA00144, MEA00143, MEA00166, MCA00293, model #MJ-VR30 (SN# MLA00693), model #AG-CK10P (SN# MDA00186),

six (6) Panasonic In-Squad Cameras, model #AG-CK10P (SN# AOTA00153, AOTA00215, MDA00075, E8TA00268, E8TA00267, MCA00339),

seven (7) Havis In Squad Computer Mounts, (SN# 27580-0007, 27580-0017, 27580-0016, 27580-0006, 27580-0003, 0215-P110-54801, 01114-P110-53501).

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

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

**PASSED** by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of June, 2025.

---

Rory E. Hoskins, Mayor

ATTEST:

---

Vanessa Belmonte, Village Clerk

Forest Park Police Department

Field Services

*Memorandum*

**TO:** Mayor Hoskins; Village Administrator Rachell Entler  
**FROM:** Chief Ken Gross  
**DATE:** 09Jun25  
**SUBJECT:** Property Disposal – Panasonic, Havis and Motorola Equipment



The police department is requesting council approval for the disposal of the property listed on Lt. N. Petrovic's June 9, 2025 memo to me with the subject, "Electronics Disposal Request."

Thank you

Attachment

cc: DC Chris Chin  
Lt. N. Petrovic  
G. Prescott

# Memorandum

**SUBJECT:    Electronics Disposal Request**

Serial #27580-0007  
#27580-0017  
#27580-0016  
#27580-0006  
#27580-0003  
#0215-P110-54801  
#01114-P110-53501

**Motorola HT1000 Portable Radio:**

Serial #402TDN0947Z  
#402TZW3732Z

**Motorola MT1500 Portable Radio:**

Serial #687THA8162

**Motorola HT1550 XLS Portable Radio:**

Serial #841TGY0268

A handwritten signature in black ink, appearing to be 'N Petrovic', with the number '2905' written below it.

Lieutenant Nick Petrovic #2905



RESOLUTION NO. R-\_\_\_\_\_-25

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF FOREST PARK AND AFSCME LOCAL 3026**

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

Section 1. That certain collective bargaining agreement between the Village of Forest Park and AFSCME Local 3026, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of AFSCME Local 3026.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of June, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Vanessa Belmonte, Clerk

**EXHIBIT A**

**AGREEMENT  
FOR A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF FOREST PARK  
AND  
AFSCME LOCAL 3026**

**May 1, 2025 to April 30, 2028**

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## **I. AGREEMENT**

This Agreement has been made and entered into by and between the VILLAGE OF FOREST PARK, a municipal corporation (hereinafter referred to as “Village” or “Employer”), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES Council 31, AFL-CIO, for and on behalf of and with Local 3026 (hereinafter referred to as the “Union”).

## **II. RECOGNITION**

### **A. RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board in Case No.S.RC98-83. That case established the bargaining unit as follows:

Included: All full-time and permanent part time employees in the classification of Administrative/Switchboard, Administration/Head Cashier, Administration/Accounts Payable, Administration Accounts Receivable, Administration Utility Billing, Civilian Information Management Parking Clerk, Information Management Civilian Records Clerks, Full-time and Part-time Civilian Information Management; Parking Enforcement Officers, Part-time Call Taker, Fire Department Secretary, Assistant Clubhouse Coordinator, Clubhouse Coordinator, Pace Dial-A-Ride Driver, Administrative Secretary, Secretary/Clerk, Building Inspector, Senior Building Inspector, Custodian, Special Events Coordinator and Communication Clerk.

Excluded: All other employees of the Village as well as all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act, and all other persons excluded from coverage under the Act.

### **B. NEW JOB TITLES**

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new job titles and appropriate rate of pay pertaining to work of a nature performed by employees within the bargaining unit. The Village shall determine an appropriate rate of pay. If the Union does not agree that the rate of pay established by the Village is appropriate, it may, within fifteen (15) days of notification by the Village, as provided above, request in writing to bargain regarding the appropriate rate of pay for such new title, but the Village may immediately implement the new title and pay rate fifteen (15) days or more after its notification to the Union, notwithstanding such bargaining. If the rate mutually agreed on differs from that established by the Village, such rate shall be applied retroactively to the start of work in the new job title/position.

## **III. RESERVED**

## **IV. UNION ACTIVITIES**

### **A. UNION ACTIVITIES DURING WORKING HOURS**

Time spent attending grievance meetings and disciplinary meetings that take place during work hours, as necessary under the Grievance Procedure and Discipline sections of this contract, shall be considered time worked for compensation purposes.

### **B. UNION MEETINGS ON VILLAGE PREMISES**

The Village agrees to make available Village conference or meeting rooms for Union meetings, including new hire orientation, upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Village. Such time would be scheduled during the employees' rest or meal periods or other non-working time. A newly hired employee and one (1) steward may meet, without charge to pay or leave time of the newly hired employee and steward, on the Village's premises at a location mutually agreed to by the Village Administrator or designee, for up to one (1) hour, either within the first two weeks of employment or at a later date mutually agreed upon by the parties. Such orientation shall be conducted in a manner so not to impede normal operations, as determined by the Village Administrator or designee.

### **C. UNION BULLETIN BOARDS**

The Village shall provide reasonable space at each work location of the respective bargaining unit employees' assignments for a Union bulletin board. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### **D. UNION LEAVE**

The Village shall grant Employees elected or appointed by the Union, time off duty to attend union related conferences, seminars, or conventions.

The Village agrees to permit the employees the use of earned vacation, compensatory time, and/or personal days for attendance at conferences, seminars, and conventions. The granting of such leave will not substantially interfere with the Village's operations.

### **E. CHECK OFF DEDUCTION**

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees, union sponsored benefit programs, and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.



Upon notification from the Union to the Village, with the bargaining unit member copied on such transmittal, such authorized deductions shall be made in accordance with law and shall be remitted (semi-monthly) to the Union at the address designated in writing to the Village by the Union.

Notwithstanding the above, an employee may revoke his or her authorization to deduct P.E.O.P.L.E. contributions at any time. The Union shall advise the Village of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The Union may change the fixed dollar amount for Union membership dues, assessment, and fees a maximum of three times each year during the life of this Agreement, by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues. The Village agrees to deduct and remit the Union any voluntary P.E.O.P.L.E. donations individually authorized by an employee. An employee may change his or her P.E.O.P.L.E. contribution amount or percentage a maximum of three times each year during the life of this Agreement, by giving the Village at least thirty (30) days' notice of any change in the amount of the P.E.O.P.L.E. contribution amount. Nothing in this paragraph shall prevent an employee from opting out of contributing to P.E.O.P.L.E. at any time.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary dues deductions from a member of the bargaining unit unless the Union notifies the employer of a change in an employee's membership status.

The remittance shall be accompanied by a list that shall include name, address and social security number.

#### **F. INDEMNIFICATION**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability from any action taken by the Employer in complying with the provisions of this Article, or in reliance on any of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. Furthermore, the Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability from any action taken by the Employer prior to July 1, 2018 in complying with its prior obligations regarding fair share fee payments.

#### **G. EMPLOYEE INFORMATION**

The Employer shall continue its practice of notification of new hires in the unit to local leadership and also inform Council 31 Staff Representative, via electronic mail, of the same within the first week of the new employee(s) date of employment.

The Employer shall furnish the Union with an employee roster electronically in Excel at an email address designated by the Union, at least once per month, which shall include employee name, address on file with the employer, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, any personal email addresses on file with the Employer, and aggregate deduction of all employees. If the Village does not comply with this paragraph, the Union shall issue a written notice to the Village Administrator and the Village shall have five (5) business days to cure the defect(s), before the Union may take action to enforce the subject matter of this paragraph.

#### **H. PRIVACY**

The Employer will notify the Union of third-party requests for information for active AFSCME union membership/dues authorization deduction cards, authorizations to deduct political contributions, and lists of members and non-members.

#### **V. MANAGEMENT RIGHTS**

- A. The Village retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States.
- B. Except as provided in this Agreement, the Village hereby retains and reserves unto itself the following rights:
  - 1. To execute managerial, organizational, and administrative control of the Village of Forest Park and its properties and facilities;
  - 2. To direct the work of its employees, determine the time and hours of operation to assign overtime, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
  - 3. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, or dismissal, and to review, evaluate, promote, and assign all such employees.
  - 4. Build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of an emergency; and
  - 5. To establish reasonable standards of employee conduct and maintain supervisory functions which shall, in the interest of the Village and its employees, support and promote effective operations; to require staff to adhere to legitimate established policies and practices.

- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Village, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
- D. The Village's failing to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Village's right to exercise such functions or preclude the Village from exercising the same in any manner not in conflict with the express provisions of this Agreement.

## **VI. GRIEVANCE PROCEDURE**

A grievance is defined as a written claim by the Union that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

### **STEP 1**

The Union shall raise the grievance with the employee's Department Head or designee not later than ten (10) work days from the date the grievant became aware of the occurrence giving rise to the complaint.

The grievance shall be reduced to writing and presented to the Department Head or designee. The written grievance shall contain a summary statement of facts, the specific provision(s) of this Agreement which allegedly have been violated, if applicable, and the relief requested. The Department Head shall attempt to resolve the grievance, and shall meet with the employee(s) on whose behalf the grievance has been filed and Union Representative within ten (10) work days after receipt of the grievance. The Department Head shall then render a written decision within ten (10) work days of the meeting.

### **STEP 2**

If the grievance is not settled at Step One, and the Union desires to appeal, it shall be referred in writing by the Union to the Village Administrator within ten (10) working days following the receipt of the answer in Step One. The Village Administrator shall attempt to resolve the grievance, and therefore will schedule a meeting with the employee(s) on whose behalf the grievance has been filed and the Union Representative(s) within ten (10) work days after the receipt of the grievance. The Village Administrator shall then render a written decision within ten (10) work days of the meeting.

### **STEP 3 ARBITRATION**

If the grievance is not settled in Step Two, the matter may be referred for arbitration by written request of the Union to the Village Administrator or designee made within twenty (20) work days of the response in Step Two. Arbitration shall proceed in the following manner:

After the grievance has been referred to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Services to submit a panel of arbitrators. The parties will follow the Federal Mediation and Conciliation Services rules in selecting an arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the Arbitrator shall be final and binding. The cost of the arbitration, apart from those incurred by each party in the presentation of their case, shall be divided equally between the Village and the Union. The arbitrator shall issue his decision no later than thirty (30) calendar days from the date of closing of any hearing. The decision of the arbitrator shall be in writing and shall set forth the findings of facts, reasoning, and conclusions of the issues submitted.

The failure to file a grievance or appeal a grievance within the time limits set forth in this Article shall act as a bar to the grievance or any further appeal. If the Village fails to provide an answer within the time limits provided in this Article, the Union may appeal immediately to the next step of the grievance procedure. A grievance may be withdrawn at any time during the procedure.

Any time period provided for under the steps in the grievance procedure may be mutually extended and the parties may mutually agree to bypass any of the enumerated steps. If a settlement of a grievance is reached, it shall be reduced to writing and signed by the parties.

In the event that during the ten (10) work day period specified for meetings with or responses by the Village Administrator and that said person is on vacation, out of town on business, or otherwise delayed in their ability to provide a response, that same said person shall be entitled to an additional period of seven (7) work days in which to respond. A statement that this extension is being taken shall be transmitted in writing to the employee and the Union.

## **VII. HOURS OF WORK**

Normal Work Week and Work Day for Full-Time Employees. Except as provided elsewhere in this Agreement for full-time Communications Clerks, employees assigned to the Howard Mohr Community Center, Village Hall Custodians, and parking enforcement officers, the normal work day for full-time employees shall be nine consecutive hours, including one (1) hour unpaid lunch period. The normal work week shall consist of five (5) work days in a seven (7) consecutive calendar work week. The work week shall be as follows:

Monday:	8:00 a.m. – 5:00 p.m.
Tuesday	8:00 a.m. – 5:00 p.m.
Wednesday	8:00 a.m. – 5:00 p.m.
Thursday	8:00 a.m. - 5:00 p.m.
Friday	8:00 a.m. – 5:00 p.m.

The normal working hours for the full-time Village Hall Custodian shall be nine (9) consecutive hours, Monday through Friday, with a one (1) hour unpaid lunch. The normal working hours for the full-time parking enforcement officer shall be nine (9) consecutive hours, Monday through Friday, with a one (1) hour unpaid lunch.

For employees assigned to the Howard Mohr Community Center, the normal work day for full-time employees shall be eight (8) consecutive hours, including (1) hour paid lunch period. The normal work week shall consist of five (5) consecutive work days (Monday through Friday).

For the full-time Communication Clerks, the normal work day shall be eight consecutive hours, including one (1) hour paid lunch period. The normal work week shall consist of seven (7) work days in a seven (7) consecutive calendar work week from 12:00 a.m. Monday through 11:59 p.m. Sunday. There shall be a midnight shift, day shift, afternoon shift, and a floating shift. Prior to the start of each calendar year, Communication Clerks may submit preferences for their shifts based on classification seniority, defined as the date that the employee was first offered a position as a Communication Clerk. If two or more Communication Clerks have the same classification seniority, AFSCME unit overall seniority shall be the next factor used in the annual shift bidding. In the event that two or more employees have the same classification and overall seniority, the tiebreaker will be based by a coin flip. The Chief of Police shall assign shifts by seniority but reserves the right to make adjustments in order to achieve the Police Department's mission, so long as such adjustments are not arbitrary or capricious.

The employer agrees not to permanently change hours of work or schedules without giving the union and full-time employees affected, thirty (30) calendar days' notice prior to implementation. If such change has a material adverse effect upon the employees of the bargaining unit, the union may request to meet to negotiate over the impact of such changes, provided that nothing herein shall prevent the employer from implementing such change while such negotiations proceed.

For all employees in the bargaining unit, by mutual agreement between the Village and an individual employee, a daily or weekly work schedule may be established which differs from that employee's normal daily or weekly work schedule.

#### **A. OVERTIME PAYMENT**

All employees shall be paid overtime, unless an employee requests compensatory time off, at the rate of one and one-half (1 & ½) times the employee's straight time hourly rate for all time worked in excess of forty (40) hours in a week. Overtime shall be assigned by seniority by department among employees who normally perform the work for which the overtime is needed. However, reassignment of overtime by means of seniority is not applicable where such employee continues assigned tasks or duties after the end of the work day. In the event that the more senior employee waives or declines the opportunity for overtime, such overtime opportunity shall pass to the less senior employee on the overtime list, continuing the aforesaid procedure until the least

senior employee shall be mandated to perform the overtime. Once an employee has accepted an overtime assignment, his name will be moved to the bottom of the overtime list.

Overtime for a vacancy in the Communications Clerk position will first be offered to the Communication Clerks, pursuant to the procedure in the first paragraph of this section. Any remaining overtime for a vacancy in the Communications Clerk position will next be offered to qualified Records Clerks and Evidence Custodians, pursuant to the procedure in the first paragraph of this section. If there is still a need for overtime for a vacancy in the Communications Clerk position, the qualified PEOs will be offered such overtime, pursuant to the procedure in the first paragraph of this section.

Full-time employees not in the position of Communication Clerks who are required to work on one of the Holidays listed in Section XIII (A) of this Agreement will be paid for time worked at two (2) times the employee's regular hourly rate.

An Employee who is called back to work after the completion of his shift and before the scheduled starting time of his next regular shift shall be paid one and one-half (1½) times his regular straight time hourly rate of pay for all hours worked outside his normal working hours, with a two (2) hour guarantee.

For purposes of calculating hours worked for overtime, holidays, sick leave with pay, vacation and personal days shall be included as hours worked.

## **B. COMPENSATORY TIME**

At the option of the employee, in lieu of overtime pay, overtime hours worked may be banked and used as compensatory time off.

The overtime hours thus banked may be taken as compensatory time off in the calendar year in which they are earned at a rate of one and one-half (1½) hours of compensatory time off for each hour worked, subject to scheduling and prior approval of the employee's supervisor. Compensatory time may be requested up to three (3) months prior to the date of use. Requests to use compensatory time off will not be unreasonably denied, if operational requirements will not be adversely affected. A maximum of fifty (50) hours of compensatory time off may be banked in a calendar year.

At the end of the Village's calendar year, however, all unused compensatory time in excess of twenty (20) hours shall be bought out by the Village at the employee's current rate, thus reducing the employee's compensatory time bank to twenty (20) hours as of the beginning of the next calendar year.

## **VIII. SENIORITY, TRANSFERS AND LAYOFFS**

### **Section 1. Definitions:**

Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service with the Village since the employee's last date of hire.

#### **Section 1.1**

Newly hired employees shall serve a probationary period of six (6) months and a permanent part-time employee shall serve a probationary period of five hundred (500) hours. Employees may have their employment terminated without cause during the probationary period without recourse to the grievance and arbitration procedures of this Agreement. Employees who successfully complete the probationary period shall have their seniority date established as of their original date of hire and shall accrue seniority from said date. An employee's probationary period does not restrict or bar an employee union membership, nor does such probationary period bar the contractual application with respect to fair share deduction.

### **Section 2. Termination of Seniority:**

Seniority shall be terminated when an employee:

- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of two (2) years; or
- (d) is discharged for just cause.

### **Section 3. Seniority List:**

The Village shall maintain and keep current a seniority roster noting the date of hire and current position by job title and/or classification for all employees covered by this Agreement. The Union shall, upon written request to the Village Administrator, be provided a copy of the seniority roster.

### **Section 4. Job Openings and Transfers:**

All bargaining unit vacancies shall be posted on a bulletin board located at each AFSCME department work site for a period of ten (10) working days prior to filling the vacancy. This posting will also be sent to all bargaining unit employees via email to their Village e-mail address. Any bargaining unit employee may apply for a vacancy. The Village shall determine the qualifications necessary for each bargaining unit position. All employees who are determined by the Village to be qualified for the position and have timely applied for the said position shall be interviewed by the Village prior to filling the vacancy. If, in the judgment of the Village, a bargaining unit applicant and an outside applicant are equally qualified, the Village will hire the bargaining unit applicant to fill the vacancy.

In the event a Communication Clerk separates from employment in the Police Department, remaining employees in the classification may submit their preference for the vacant shift. The Chief of Police shall assign a shift vacancy by seniority, but reserves the right to make adjustments in order to achieve the Police Department's mission, so long as such adjustments are not arbitrary or capricious. Classification seniority, defined as the date that the employee was first offered a position as a Communication Clerks, shall be the first factor used in assigning the vacant shift. If two or more Communication Clerks with the same classification seniority bid for the vacant shift, AFSCME unit overall seniority shall be the next factor used in assigning the vacant shift. In the event that two or more employees have the same classification and overall seniority, the tiebreaker will be based by a coin flip. This process may then repeat itself until there are no vacancies or Communication Clerks who bid for a vacancy. If a vacancy in the classification remains, the Village will post the vacancy for that shift.

### **Section 5. Layoff and Recall:**

If it is determined by the Village that layoffs are necessary, employees will be laid off from their Department in accordance with their seniority. The Village will provide a thirty (30) calendar day notice prior to layoff to the Union and affected full-time employee(s). The Village will provide a ten (10) calendar day notice prior to layoff to the Union and affected part-time employee(s).

Employees who are laid off shall be placed on a recall list in order of seniority for a period of two (2) years. Employees shall be recalled to the Department from which they were laid off by seniority, or to an equal, higher or lower wage rated bargaining unit job title and/or classification within one of the following six (6) departments: Clerk's Office; Code Enforcement; Police (Parking and Records); Police (PEO/Call Takers); Community Center; and Public Property. Provided, however, that no wage increases for a bargaining unit position subject to a layoff shall be increased during the layoff period. The employee must have the present ability to perform the required work as determined by the Commissioner or designee. If the employee accepts the offer of recall to a lower wage rated bargaining unit job title and/or classification, the employee retains his or her full recall rights to his or her previous position. Employees who refuse an offer of recall to a position in the same or higher classification/job title will forfeit their recall rights. Employees are required to advise the Village Administrator of any change of address and phone number in writing within ten (10) days of such change. Lack of timely, written notification to the Village Administrator of a change in address and phone number will cause the employee's name to be removed from the list, unless the employee provides sufficient evidence of mitigating circumstances that prevented him/her from making timely written notification. Absent the Village implementing the subcontracting provision found on page 26 of the Agreement, no non-bargaining unit employee shall perform a significant portion of the duties and responsibilities which distinguish the bargaining unit position on a permanent basis during lay off. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice to recall shall be sent to the employee by certified mail, with a copy to the Union. The employee must notify the Village Administrator of his/her intention to return to work in writing within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations under this section by mailing the recall



notice by certified mail, return receipt requested, to the mailing address last provided by the employee. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

## **IX. DISCIPLINE**

The employer agrees that discipline shall be timely, corrective and progressive. If the Village has reason to discipline an employee, it will impose the disciplinary measures upon an employee in a confidential manner. Disciplinary action may be imposed upon an employee only for just cause and may include the following:

- 1) Oral reprimand;
- 2) Written reprimand;
- 3) Suspension (notice to be given in writing);
- 4) Discharge (notice to be given in writing).

The Village may initiate discipline at any of the above measures if it determines that the seriousness of an incident warrants such action.

In the event that an employee reasonably believes that a meeting with his or her supervisor may lead to discipline, the employee shall be entitled to have a union representative present, provided the responsibility for requesting the presence of the union representative shall rest solely with the employee. This provision shall not apply to informal or impromptu conversations, meetings, or conferences with employees regarding job performance or job duties, including conversations, meetings or conferences related to employee evaluations.

Concluding the investigation and prior to taking any final disciplinary action, the Employer shall notify the employee of the contemplated measure of discipline to be imposed and shall meet with the employee involved and inform him/her of the reason(s) for such contemplated disciplinary action. The employee and the union representative, if so requested by the employee, shall be given the opportunity to rebut or clarify the reasons for such contemplated discipline.

Documented oral and written reprimands shall be removed from the employee's personnel file if, from the date of the last reprimand, twenty-four (24) months pass without the employee receiving an additional reprimand for such offense. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

## **X. PERSONNEL RECORDS**

Employees may authorize a Union representative to have the right, upon request, to review the contents of their personnel file. A representative of the Village shall be present during any review of an employee's personnel file. The Clerk of the Village shall keep and maintain an official personnel file for employees.

## **XI. JOB DESCRIPTIONS**

The employer agrees to provide each bargaining unit employee and the Union a job description specifying the duties and responsibilities of each bargaining unit position within six (6) months after the date of this Agreement. Each job description will be reasonably related to the position described.

The Village shall give consideration to employee input in the development of the respective bargaining unit's job description.

## **XII. CONTRACTING OR SUBCONTRACTING**

The Village will attempt to have employees perform bargaining unit work where practicable. However, the Village reserves the right to contract out any work it deems necessary in the interest of efficiency and economy. Whenever the Village proposes to subcontract work or service normally performed by bargaining unit employees, the Union will be notified no later than forty-five (45) calendar days prior to the date of subcontracting unless it is deemed an emergency situation. The Union will have the right to meet with the Village to discuss both the in-house and proposed contractor's cost estimates of the work.

This contracting out provision shall not be applicable where a regular incumbent is absent because such employee is utilizing sick leave or accumulated time (vacation, holidays, personal days), or up to six (6) months while a regular incumbent is on an approved contractual leave of absence (FMLA, bereavement, military, jury duty.).

Emergency is defined as including but not limited to war, insurrection, national, state or local emergency, acts of god such as tornado, flood, fire or earthquake.

## **XIII. LEAVE**

### **A. HOLIDAY PAY**

Full-time permanent employees of the Village of Forest Park will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

1. Except as provided hereinafter, full-time employees not in the position of Communication Clerk will be scheduled to be off of work on such holidays, and shall receive their normal work day pay at the employee's regular hourly rate of pay, as

holiday pay. If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed on the preceding Friday.

2. In lieu of the holiday pay in Article VII(A)(Overtime Payment) and XII(A)(Holiday Pay), full-time Communication Clerks who are employed by the Village on January 1 shall receive eighty (80) hours of holiday leave, to be added to a holiday bank, regardless of whether the employee worked on the actual holiday. New hires into the classification of Communication Clerk shall receive eight (8) hours of holiday leave, to be added to a holiday bank, for each holiday on which he/she is employed by the Village on the date of the actual holiday, regardless of whether the employee worked on the actual holiday. Holiday leave is to be utilized with prior permission from the Chief of Police or designee. All holiday leave must be used by December 31 of each year or else forfeited. A Communication Clerk must be employed by the Village on the date of the actual holiday, in order to earn holiday compensation. Any holiday compensation that is paid to or utilized by the Communication Clerk in advance of the actual holiday, but is unearned on account of the Communication Clerk being separated from employment before the actual holiday, shall be reimbursed to the Village by withholding such holiday compensation from the Communication Clerk's final paycheck.
3. To be eligible for holiday pay, an employee, except for an employee on an irregular shift or with pre-approval (which approval shall not be unreasonably denied) of his or her supervisor, must have worked his or her regular hours on the workday preceding and following the holiday. Notwithstanding any past practice to the contrary, the Village shall have the right to fully enforce the provisions of this section during the term of this agreement.
4. If a holiday falls on an employee's regularly scheduled work day during the employee's vacation, the employee will be charged with that holiday and retain the vacation.
5. An eligible employee on sick leave due to job related illness or accident or outside illness or accident shall not accrue an additional day of pay if the holiday occurs during the absence of the employee.

## **B. SICK LEAVE**

Full-time permanent employees shall be entitled to the following compensation due to non-work related illness or disability or illness of a member of an employee's immediate family. For purposes of definition the "immediate family" shall be employee's husband, wife, mother, father, brother, sister, children (including step, foster or adopted), mother-in-law, and father-in-law. In the event that an employee has exhausted all of his/her vacation and personal days, the employee may elect to apply up to ten (10) of his/her current accumulated sick leave days respective to his/her

normal work day, where his/her presence is needed to attend to an illness of a member of an employee's immediate family. A newly hired employee's sick leave shall be prorated based upon the respective year hired and date of hire.

The Village will not discipline an employee for legitimate use of sick days. The Village may request evidence, which may be in the form of a written medical certification of use of sick leave for three or more days or if reasonable grounds exist to suspect abuse.

An employee sustaining any illness or injury shall be obligated to secure all reasonably and necessary medical treatment and to exercise appropriate steps to insure a complete and speedy recovery.

Effective January 1, 2022, a full-time employee who does not use any sick leave during a calendar year will receive one (1) additional personal day, subject to the terms of subsection D, Personal Days, of this Article. Such additional personal day shall be awarded on January 1st after the calendar year it was earned.

#### **Accrual and Renewal of Benefits.**

1. In the event that an employee exhausts his sick leave, the employee shall receive no further sick pay and shall immediately utilize any other available compensated benefit time (vacation, compensatory, personal), unless permission for such unpaid leave is granted by the Village Administrator, provided such request will not be unreasonably denied.

2. Sick leave shall accrue whereby employees earn eighteen (18) sick leave days per year earned at 1.5 days per month of service.

3. Sick leave may be accumulated up to 240 days. This section shall not impair or limit existing banks of sick leave.

4. No employee while on sick leave or unpaid sick leave shall accept gainful employment from another employer. If an employee who is on sick leave or unpaid sick leave accepts gainful employment from another employer or continues to perform secondary employment, that employee shall be deemed to have resigned from employment with the Village for good cause.

5. An employee cannot earn or accrue vacation, compensatory or personal time during the period when the employee is on unpaid sick leave.

6. Any employee on sick leave who desires to return to work after three (3) consecutive days of illness or injury must submit either a certificate from the treating physician stating that the employee is fit to return to work or, if required by the Village, be examined by a physician designated by the Village to determine the fitness of the employee to return to duty.

### **Reporting.**

An employee seeking sick leave shall contact his immediate supervisor in charge to notify the Village of the employee's illness or disability. An employee seeking sick leave commencing at the beginning on the shift shall make this contact prior to the beginning of the employee's regular workday.

If an employee is hospitalized or house-confined because of a serious illness or injury, the employee shall notify his supervisor of his illness or injury immediately, and a medical statement of disability shall be provided to the employee's supervisor as soon as practicable.

### **C. VACATIONS**

Each employee will have the following vacation schedule. Time of service will start from the day the employee was hired as a Village employee. Vacation is accrued on a monthly basis.

<b><u>Length of Service</u></b>	<b><u>Available Days Per year</u></b>
Less than one 1 year	Nothing
After one (1) year	10 working days
After eight (8) years	15 working days
After fifteen (15) years	20 working days
For each year of service over Fifteen (15) years	1 additional day, up to a Maximum of 25 working days

Vacation must be taken within the calendar year in which the time is awarded and may not be accumulated from year to year except up to five (5) days, but only with approval of Department Head and Village Administrator.

Employees may submit their vacation requests for the calendar year in writing to their supervisor by March 1 of each year. In the event that two or more employees in the same department request vacation time on the same day or days, the more senior employee shall be granted the vacation. However, no employee will be given priority for the same week of vacation time two (2) years in a row. Employees will be notified by their supervisor in writing of the vacation schedule for the year. After the vacation schedule has been established, employees may reschedule previously scheduled vacation days and/or schedule unused vacation days, with the prior approval of their supervisor.

An employee whose employment is terminated shall receive payout for all earned and unused vacation time.

#### **D. PERSONAL DAYS**

Full-time employees who have completed one (1) full year of employment shall be provided two (2) paid personal days each calendar year. Scheduling of personal days shall be approved by the supervisor in advance.

Personal days are not cumulative and cannot be carried over the next calendar year.

#### **E. OTHER LEAVES**

##### **FAMILY AND MEDICAL LEAVE ACT**

The Village FMLA leave policy will not be changed and shall continue in effect for the duration of this Agreement, except that in the event the Family and Medical Leave Act is repealed in whole or in part, this provision, as of the date of repeal, shall no longer be in force and effect.

##### **BEREAVEMENT LEAVE**

All bargaining unit members shall be granted the following paid leave for the death of a family member:

Immediate Family (spouse, parent, sibling, child) Leave will be granted from the time of death through the day after the funeral, not to exceed three (3) regularly scheduled working days. If an employee needs additional time off, he/she will be granted up to three additional vacation or compensatory time days.

Other Family (Natural grandparent or grandchild, mother-in-law, father-in-law, spouse of brother or sister, spouse's brother or sister, son-in-law or daughter-in-law, aunt, uncle). Leave will be granted for the days of the wake or visitation and funeral, not to exceed a total of two (2) regularly scheduled working days, such days to be used for attendance at such events.

If it is necessary for an employee to travel 200 miles or more to attend a funeral, the employee may request one (1) additional paid leave day for travel time from the Village Administrator or his designee. Requests for additional funeral leave shall not be unreasonably denied.

##### **MILITARY LEAVE**

The Village military leave policy will not be changed and shall continue in effect for the duration of this Agreement.

## **MATERNITY LEAVE**

The Village maternity leave policy shall be in effect for the duration of this Agreement.

## **COMPENSATION FOR JURY DUTY**

The Village compensation for jury duty policy shall be in effect for the duration of this Agreement.

### **F. PAID LEAVE FOR ALL WORKERS ACT**

Pursuant to Village Ordinance O-60-23, and in consideration of the Village providing paid sick leave, vacation leave, and other leave, the Union hereby waives the Paid Leave for All Workers Act (820 ILCS 192/1), and all provisions of said Act for all employees covered by the collective bargaining agreement. The waiver of the provisions of said Act shall not constitute a waiver of the Union's right to bargain modifications to the paid leave provisions in future negotiations.

## **XIV. INSURANCE**

### **A. HEALTH INSURANCE**

#### **Hospitalization and Medical Coverage Programs (Full-Time Employees)**

The Village shall keep in force during the life of this contract the current hospitalization, medical and dental programs which are described and which have been distributed to the employees in booklet form as attached Appendix "B".

Employees shall have a choice between the conventional programs and the HMO programs in accordance with the rules and regulations of those programs.

The Employer shall implement an H.M.O. and P.P.O. programs as attached in Appendix "B" with premium classifications as follows:

H.M.O. Single	P.P.O. Single
H.M.O. Employee & Spouse	P.P.O. Employee & Spouse
H.M.O. Employee & Children	P.P.O. Employee & Children
H.M.O. Family	P.P.O. Family

The Union agrees to appoint two (2) bargaining unit members to take part in a Village insurance committee for the purpose of examining the present health insurance plan and to investigate options resulting in cost containment, cost reduction, and/or benefit enhancement. Working in an unpaid capacity, committee members shall meet as requested by the Village Administrator. The Village shall have the right to amend the terms of the HMO and/or PPO and/or HDP programs listed in Appendix "B," provided that the Village has presented those changes to the

Village insurance committee, and upon providing written notice to the employees and the Union at least thirty (30) days prior to the effective date of such changes. The Village shall have the right to introduce an optional high deductible plan (HDP), with employee contributions at the same percentage as set forth for the PPO plan herein below.

### **Health Insurance Employee Cost**

For hospital and medical coverage, each employee shall contribute to the premium cost according to the following schedule:

**Effective: February 1, 2013**

#### **HMO Plan**

Single Coverage	15% of the premium cost
Employee & Spouse Coverage	15% of the premium cost
Employee & Children Coverage	15% of the premium cost
Family Coverage	15% of the premium cost

#### **PPO Plan**

Single Coverage	17% of the premium cost
Employee & Spouse Coverage	17% of the premium cost
Employee & Children Coverage	17% of the premium cost
Family Coverage	17% of the premium cost

Half these monthly amounts will be incurred each pay period.

Effective January 1, 2020, in addition to the employee premium contributions set forth above in Section XIV of this Agreement, employees who are enrolled in the PPO plan shall be required to pay, as additional health insurance premium contributions, an amount equal to any excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act, or any similar state or federal legislation or regulation. The Village and Union acknowledge that Congress has delayed the Cadillac Tax until 2022. This paragraph shall be inapplicable if the Cadillac Tax is repealed.

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



Employees hired before January 1, 2016, shall continue to be eligible to enroll in the HMO, PPO, or HDP plans.

The Village shall offer a high deductible plan (“HDP”) of health insurance. The Village shall pay 85% of the premium cost and the employee shall pay 15% of the premium cost, for whichever HDP coverage the employee elects. Employees who opt for the HDP shall be required to remain in the HDP for a minimum of three (3) insurance years, and to establish a Health Savings Account (“HSA”). For each employee enrolled in the HDP, the Village shall be required to make the following contributions to such employee’s HSA: the Village shall contribute 90% of the difference between the Village’s portion of the premium for the PPO plan (calculated at 85% of the premium) and the HDP (calculated at 85% of the premium). For 2022, the Village shall utilize PPO Plan MPP73426 for the calculation of HSA contributions. Employees who enroll in the HDP may not opt out of such HDP for three (3) consecutive insurance years.

#### **B. FLEXIBLE SPENDING ACCOUNT**

The Village agrees to provide a flexible spending program pursuant to Internal Revenue Code for eligible health-related expenses and/or for eligible child or other dependent care expenses.

#### **C. VISION BENEFIT**

The Village agrees to provide all employees a vision reimbursement benefit once every 24 months not to exceed \$225.00 for the following: examination, lenses, eyeglass frames and contact lenses.

#### **D. LIFE INSURANCE**

All full-time, regular employees will be covered by a \$50,000 Life Insurance policy paid by the Village. After 65 years of age, the amount will be as determined by the insurance carrier.

#### **E. HEALTH INSURANCE OPT OUT PROVISIONS**

Any bargaining unit employee (including employees whose spouse is also a Village employee) who does not want to be covered by a Village health insurance plan may decline the coverage and shall be paid 40% of the Village’s portion of the premium for the lowest cost plan offered by the Village, comparable to the Village plan in which the employee was last enrolled (e.g., single; family). For new hires or employees who were not enrolled in a Village plan the previous year, the payment shall equal 40% of the Village’s portion of the premium for the lowest cost single plan offered by the Village, not to exceed \$5,000.00. This payment shall be made only to those employees who decline all Village health insurance (for example, no single coverage and no family coverage). This payment shall be prorated and paid in equal installments each pay period. Because having health insurance is vitally important, no employee shall be allowed to decline coverage unless the employee can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance form.

## **XV. PENSION PICK-UP PLAN**

The Village will maintain the “pension pick-up plan” whereby employees’ pension contributions are made from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

## **XVI. CLOTHING**

The current practice related to providing uniforms and protective equipment for designated employees in the Departments of Public Health and Safety, Public Property and Police shall continue.

## **XVII. LABOR-MANAGEMENT CONFERENCE**

The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. When practical, such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. Discussion of the implementation and general administration of this agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.
4. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor-management conferences”, nor shall negotiations for the purpose of altering any or all of the terms of this agreement be carried on at such meetings.

Attendance at “labor-management conferences” shall be voluntary on the employee’s part and attendance by employees while on duty shall be considered time worked for compensation purposes. Employees attending “labor-management conferences when off duty shall not be compensated for their time. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## **XVIII. RESIDENCY**

During the term of this Agreement, employees in the bargaining unit will be required to reside within the State of Illinois.

## **XIX. NO STRIKE OR LOCKOUT**

### **No Strike**

During the term of this Agreement there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

### **No Lockout**

No lockout of employees shall be instituted by the employer or their representatives during the term of this Agreement.

## **XX. AUTHORITY OF THE CONTRACT**

### **Partial Invalidity**

Should any part of this Agreement or any provisions contained herein be determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions. The parties recognize that the provisions of this contract cannot supersede law.

## **XXI. EFFECT OF PERSONNEL HANDBOOK**

Unless specifically covered by this Agreement, the Rules of the Village Personnel Handbook shall control. However the parties agree that the provisions of this Agreement shall supersede any provisions of the Rules of the Village relating to any subjects of collective bargaining contained herein when the provisions of such Rules differ with this Agreement. In the event the Village proposes to change an existing Rule provision of the Village, and such Rules provision does not cover a matter contained in this Agreement, the Union shall be notified of such proposed change and shall have a right to discuss and negotiate over the impact on wages, hours, and conditions of employment, if any, of the change, provided that nothing herein shall prevent the employer from implementing such change while negotiations proceed.

## **XXII. EMPLOYEE DEVELOPMENT AND TRAINING**

The Village of Forest Park is committed to improving the quality of continuous public services. In the interest of enhancing the ability of full-time employees to promote such goals, the

Village shall provide employee's education and/or training reimbursement at accredited local institutions, provided that the course of instruction is related to the employee's employment. Prior written approval must be obtained from the employee's respective Department Head and Village Administrator for each course. Three (3) courses per academic semester shall be allowed. The Department will not unreasonably deny such education and/or training, provided sufficient funds have been appropriated for this purpose. A denied request may be grieved, but is not subject to an arbitration proceeding.

Reimbursement of education and/or training shall be based upon the maximum rate credit hour as set by the University of Illinois, Champaign, for in-state students, with a \$1500.00 maximum per fiscal year per employee. All reimbursement will be made after demonstration of course completion and the employee establish receipt of a course of "C" or above. There shall be no reimbursement for a course where a grade of below "C" is received. Where the course grade is "C", fifty percent (50%) of expenses incurred in seeking such education and/or training including tuition and related expenses will be reimbursed. Where the course grade is "B", seventy-five percent (75%) of expenses incurred in seeking such education and/or training including tuition and related expenses will be reimbursed. Where the course grade is "A", one-hundred percent (100%) of expenses incurred in seeking such education and/or training include tuition and related expenses will be reimbursed. If the employee leaves the employment within two years of taking a reimbursed course, the employee shall repay the Village the cost of the course.

### **XXIII. WAGES**

Effective May 1, 2025 members of the bargaining unit shall be compensated in accordance with the wage schedule attached to this contract and marked "Appendix C."

The wage schedule reflects a stepped salary schedule for all members with less than 6 years' employment. All full-time steps receive an increase of 3.0% and an equity adjustment of \$250.00 effective May 1, 2025; 3.0% increase effective May 1, 2026; and 3.0% increase effective May 1, 2027. All part-time steps receive an increase of 3.0% and an equity adjustment of \$0.13 per hour effective May 1, 2025; 3.0% increase effective May 1, 2026; and 3.0% increase effective May 1, 2027.

The wage schedule reflects an increase of 3.0% and an equity adjustment of \$250.00 effective May 1, 2025; 3.0% increase effective May 1, 2026; and 3.0% increase effective May 1, 2027, for all other members who are not included in the stepped salary schedule (*i.e.* full-time members with more than 6 years' employment).

Any employee who completes the necessary training and who is assigned by the Chief of Police to perform matron duty, shall receive an annual stipend of five hundred dollars (\$500.00) which is added to the base salary, provided the employee is actually performing matron duties. An employee performing matron duty for less than a year shall receive the above stipend, prorated weekly, for the weeks actually spent performing such matron duty. This stipend shall be paid annually in a lump sum no later than December 15th.

The Chief of Police has the discretion to appoint a lead Communications Clerk. The Chief will determine the most qualified employee to serve as lead Communications Clerk. If the Chief determines that two or more employees are the most qualified, the senior most employee shall be appointed Lead Communications Clerk. An employee who is appointed by the Chief of Police as the lead Communications Clerk will be placed at the top of the full-time clerical salary scale, Step 6, as compensation for the candidate's ability to train others, help implement the creation of the program, and to perform duties as the Leads Coordinator.

If the lead Communication Clerk is at the top of the salary scale prior to appointment as lead Communication Clerk, the Communication Clerk shall receive an annual stipend of five hundred dollars (\$500.00) which is added to the base salary. Effective May 1, 2020, such annual stipend shall be seven hundred and fifty dollars (\$750).

An employee performing as the lead Communication Clerk for less than a year shall receive the above stipend, prorated weekly, for the weeks actually appointed by the Chief of Police as the lead Communication Clerk. This stipend shall be paid annually in a lump sum no later than December 15th.

#### **XXIV. COMMENCEMENT AND TERMINATION**

This Agreement shall be effective May 1, 2025 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2028. It shall to continue from year to year thereafter unless either party shall notify the other in writing of its desire to cancel or terminate this Agreement at the date of expiration. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the date of expiration, unless otherwise agreed by the parties.

In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ninety (90) days prior to the expiration date set forth in the preceding paragraph.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

\_\_\_\_\_.

FOR THE EMPLOYER:  
VILLAGE OF FOREST PARK

FOR THE UNION:

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

\_\_\_\_\_  
AFSCME Council 31

Attest:

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX “A”  
Reserved

## APPENDIX “B”



## BCBSIL Medical Base PPO - APPENDIX "B"

A PPO gives you flexibility and choice. You can go to any doctor without a referral, but you will pay a larger share of the cost if they are not in the plan's **Participating Provider Organization [PPO] network**.

	In-Network Benefits (PPO)	Out-of-Network Benefits
Accumulation Period	Time period to incur eligible expenses toward the deductible and out-of-pocket maximum: Calendar year	
Annual Deductible	\$5,000 per individual; \$12,000 family limit	\$10,000 per individual; \$24,000 family limit
Annual Out-of-Pocket Maximum	\$8,550 per individual; \$17,100 family limit	\$25,650 per individual; \$51,300 family limit
Office Visit	\$40 copay then 100%; \$60 copay then 100% for specialist	60% after deductible
Lab and X-ray	<b>Complex imaging:</b> 80% after deductible; <b>All other:</b> \$40 or \$60 copay then 100%	60% after deductible
Urgent Care	80% after deductible (copay may apply)	60% after deductible
Emergency Room	\$250 copay then 100% (copay waived if admitted)	\$250 copay then 100% (copay waived if admitted)
Hospitalization	80% after deductible	\$300 copay then 60% after deductible
Outpatient Surgery	80% after deductible	60% after deductible
<b>PRESCRIPTION DRUGS</b>	30-day supply (or 90 days at select network of retail pharmacies for 3x copay); <b>Preferred Pharmacy:</b> <i>Walgreens, Walmart, Albertson's (Jewel-Osco) &amp; Access Health</i>	
Preferred Generic	<b>Preferred pharmacy:</b> 100%; <b>Non-preferred pharmacy:</b> \$10 copay then 100%	\$10 copay then 50%
Non-Preferred Generic	<b>Preferred pharmacy:</b> \$10 copay then 100%; <b>Non-preferred pharmacy:</b> \$20 copay then 100%	\$20 copay then 50%
Preferred Brand	<b>Preferred pharmacy:</b> \$50 copay then 100%; <b>Non-preferred pharmacy:</b> \$70 copay then 100%	\$70 copay then 50%
Non-Preferred Brand	<b>Preferred pharmacy:</b> \$100 copay then 100%; <b>Non-preferred pharmacy:</b> \$120 copay then 100%	\$120 copay then 50%
Preferred Specialty	\$150 copay then 100%	\$150 copay then 50%
Non-Preferred Specialty	\$250 copay then 100%	\$250 copay then 50%
<b>Mail Order</b>	90-day supply	Not applicable
Preferred Generic	100%	Not covered
Non-Preferred Generic	\$30 copay then 100%	Not covered
Preferred Brand	\$150 copay then 100%;	Not covered
Non-Preferred Brand	\$300 copay then 100%	Not covered

## BCBSIL Medical HSA - APPENDIX "B"

The below HSA plan is a High-Deductible Health Plan (HDHP) combining a PPO health plan with a Health Savings Account (HSA) funded with pre-tax dollars by you. Funds in your HSA can pay for covered healthcare expenses including dental and vision care. Pharmacy benefits, both retail and mail, are fully integrated into this program. The network name is **Participating Provider Organization [PPO]**.

	In-Network Benefits (PPO)	Out-of-Network Benefits
Accumulation Period	Time period to incur eligible expenses toward the deductible and out-of-pocket maximum: Calendar year	
Annual Deductible	\$3,500 employee coverage; \$7,000 family coverage	\$7,000 employee coverage; \$14,000 family coverage
Annual Out-of-Pocket Maximum	\$3,500 employee coverage; \$7,000 family coverage	\$7,000 employee coverage; \$14,000 family coverage
Office Visit	100% after deductible	100% after deductible
Lab and X-ray	100% after deductible	100% after deductible
Urgent Care	100% after deductible	100% after deductible
Emergency Room	100% after deductible	100% after deductible
Hospitalization	100% after deductible	\$300 copay then 100% after deductible
Outpatient Surgery	100% after deductible	100% after deductible
<b>PRESCRIPTION DRUGS</b>	30-day supply (or 90 days at select network of retail pharmacies); prescriptions are subject to medical deductible and out of pocket maximums	
Generic	100% after deductible	100% after deductible
Preferred Brand	100% after deductible	100% after deductible
Non-Preferred Brand	100% after deductible	100% after deductible
<b>Mail Order</b>	90-day supply	Not applicable
Generic	100% after deductible	Not covered
Preferred Brand	100% after deductible	Not covered
Non-Preferred Brand	100% after deductible	Not covered

## BCBSIL Medical HMO - APPENDIX "B"

An HMO gives you more predictable costs but less flexibility. You pay a copay for most services, but all care must be received within the Blue **Advantage HMO [ADV] network**. Out-of-network care is not covered except in an emergency. You must choose a primary care physician (PCP) to manage routine care, referrals, and hospital stays. Covered females may select a Woman's Principal Health Care Provider (WPHCP) in addition to her PCP; her PCP and WPHCP must be affiliated with the same medical group. All family members can select different medical groups and/or PCPs/WPHCPs. **This plan is only available to residents of the metropolitan Chicagoland area, including Northwest Indiana.**

	<b>In-Network Benefit ONLY (Blue Advantage HMO)</b>
Accumulation Period	Time period to incur eligible expenses toward the deductible and out-of-pocket maximum: Calendar year
Annual Deductible	\$0 per individual; \$0 family limit
Annual Out-of-Pocket Maximum	\$1,500 per individual; \$3,000 family limit
Office Visit	\$20 copay then 100%; \$40 copay then 100% for specialist
Lab and X-ray	100%
Urgent Care	\$20 or \$40 copay then 100% (must be affiliated with chosen medical group)
Emergency Room	\$250 copay then 100% (copay waived if admitted)
Hospitalization	100%
Outpatient Surgery	100%
<b>PRESCRIPTION DRUGS</b>	30-day supply (or 90 days at select network of retail pharmacies for 3x copay)
Preferred Generic	100%
Non-Preferred Generic	\$10 copay then 100%
Preferred Brand	\$50 copay then 100%
Non-Preferred Brand	\$100 copay then 100%
Preferred Specialty	\$150 copay then 100%
Non-Preferred Specialty	\$250 copay then 100%
<b>Mail Order</b>	90-day supply
Preferred Generic	100%
Non-Preferred Generic	\$30 copay then 100%
Preferred Brand	\$150 copay then 100%
Non-Preferred Brand	\$300 copay then 100%

# APPENDIX "C"

## FULL TIME NON-STEP WAGE SCHEDULE

<u>Employee</u>	<u>Rank</u>	<u>Anniversary</u>	<u>5/1/2024 Current</u>	<u>5/1/2025 3.0% and equity adjustment (\$250)</u>	<u>5/1/2026 3.0%</u>	<u>5/1/2027 3.0%</u>
Flanagan, Morna	Clerical	9/8/2009	\$50,128.68	\$51,882.54	\$53,439.02	\$55,042.19
Lane, Francis	Clerical	1/16/2013	\$50,104.93	\$51,858.08	\$53,413.82	\$55,016.23
Bassaloff, Christie	Clerical	3/1/2011	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Dowdle, Matthew	Non- Clerical	12/1/2012	\$50,056.09	\$51,807.77	\$53,362.01	\$54,962.87
Marasco, Frank	Non- Clerical	12/12/2013	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Dowdle, Meghan	Clerical	9/16/2015	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Keohane, Wendy	Non- Clerical	1/9/2017	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Zavala, Joel	Clerical	4/16/2017	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Nutley, Sandy	Clerical	11/16/2018	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40
Fuentes, Maribelle	Clerical	12/1/2018	\$49,734.45	\$51,476.48	\$53,020.78	\$54,611.40

## FULL TIME STEP WAGE SCHEDULE

### Clerical & Non-Clerical Steps 5/1/2025 – 3.0%, and Equity Adjustment– \$250

	Current	5/1/2025	Pay Period
Step 1: Start	\$38,732.22	\$38,982.22	\$1,624.26
Step 2: After 1 Year	\$40,606.37	\$40,856.37	\$1,702.35
Step 3: After 2 Years	\$42,480.51	\$42,730.51	\$1,780.44
Step 4: After 3 Years	\$44,354.63	\$44,604.63	\$1,858.53
Step 5: After 4 Years	\$46,228.78	\$46,478.78	\$1,936.62
Step 6: After 5 Years	\$51,226.49	\$51,476.49	\$2,144.85

### Clerical & Non-Clerical Steps 5/1/2026 – 3.0%

	Current	5/1/2026	Pay Period
Step 1: Start	\$38,982.22	\$40,151.69	\$1,672.99
Step 2: After 1 Year	\$40,856.37	\$42,082.06	\$1,753.42
Step 3: After 2 Years	\$42,730.51	\$44,012.42	\$1,833.85
Step 4: After 3 Years	\$44,604.63	\$45,942.77	\$1,914.28
Step 5: After 4 Years	\$46,478.78	\$47,873.14	\$1,994.71
Step 6: After 5 Years	\$51,476.49	\$53,020.79	\$2,209.20

### Clerical & Non-Clerical Steps 5/1/2027 – 3.0%

	Current	5/1/2027	Pay Period
Step 1: Start	\$40,151.69	\$41,356.24	\$1,723.18
Step 2: After 1 Year	\$42,082.06	\$43,344.52	\$1,806.02
Step 3: After 2 Years	\$44,012.42	\$45,332.79	\$1,888.87
Step 4: After 3 Years	\$45,942.77	\$47,321.05	\$1,971.71
Step 5: After 4 Years	\$47,873.14	\$49,309.34	\$2,054.56
Step 6: After 5 Years	\$53,020.79	\$54,611.41	\$2,275.48

**Inspector Steps 5/1/2025 - 3.0%, and Equity Adjustment– \$250**

	Current	5/1/2025	Pay Period
Step 1: Start	\$51,226.49	\$51,476.49	\$2,144.85
Step 2: After 1 Year	\$53,100.62	\$53,350.62	\$2,222.94
Step 3: After 2 Years	\$54,974.76	\$55,224.76	\$2,301.03
Step 4: After 3 Years	\$56,848.90	\$57,098.90	\$2,379.12
Step 5: After 4 Years	\$58,723.04	\$58,973.04	\$2,457.21
Step 6: After 5 Years	\$60,597.19	\$60,847.19	\$2,535.30

**Inspector Steps 5/1/2026 - 3.0%**

	Current	5/1/2026	Pay Period
Step 1: Start	\$51,476.49	\$53,020.79	\$2,209.20
Step 2: After 1 Year	\$53,350.62	\$54,951.14	\$2,289.63
Step 3: After 2 Years	\$55,224.76	\$56,881.50	\$2,370.06
Step 4: After 3 Years	\$57,098.90	\$58,811.87	\$2,450.49
Step 5: After 4 Years	\$58,973.04	\$60,742.23	\$2,530.93
Step 6: After 5 Years	\$60,847.19	\$62,672.60	\$2,611.36

**Inspector Steps 5/1/2027 – 3.0%**

	Current	5/1/2027	Pay Period
Step 1: Start	\$53,020.79	\$54,611.41	\$2,275.48
Step 2: After 1 Year	\$54,951.14	\$56,599.67	\$2,358.32
Step 3: After 2 Years	\$56,881.50	\$58,587.94	\$2,441.16
Step 4: After 3 Years	\$58,811.87	\$60,576.23	\$2,524.01
Step 5: After 4 Years	\$60,742.23	\$62,564.50	\$2,606.85
Step 6: After 5 Years	\$62,672.60	\$64,552.78	\$2,689.70

# PART-TIME WAGE SCHEDULE

	<b>5/1/2024 Current</b>	<b>5/1/2025 3.0% and equity adjustment of \$0.13 per hour</b>	<b>5/1/2026 3.0%</b>	<b>5/1/2027 3.0%</b>
Non-Inspectors, including PT Call Taker, PT PEO, PT Building Department	\$18.70	\$19.39	\$19.97	\$20.57
Inspectors	\$23.91	\$24.76	\$25.50	\$26.27

**RESOLUTION NO. R-\_\_\_\_\_-25**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR  
THE 2026 LEAD SERVICE LINE REPLACEMENT PROJECT – STAGE 3  
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 secure an Environmental Protection Agency ("IEPA") forgivable loan to implement the 2025 Lead Service Line Replacement Project – Stage 3 ("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 loan application and bidding processes for 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 loan application assistance and bidding documents 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 preparation of IEPA loan and bidding documents for the Project.

Section 3. That certain "Professional Engineering Services Proposal for 2026 Lead Service Line Replacement Project – Stage 3 Loan Application Assistance and Bidding Documents" between the Village and Burke for the not-to-exceed fee of Ninety Thousand Two Hundred Ninety and 00/100 Dollars (\$90,290.00) ("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 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of June, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk

**EXHIBIT A**

**Professional Engineering Services Proposal for  
2026 Lead Service Line Replacement Project – Stage 3  
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

June 9, 2025

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

Attention: Ms. Rachell Entler, Village Administrator

Subject: Professional Engineering Services Proposal for  
**2026 Lead Service Line Replacement Project – Stage 3**  
**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 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 IEPA loan amount is anticipated to be approximately \$4.0M.

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	\$ 10,420
Task 2 – IEPA Coordination and Management	\$ 8,300
Task 3 – Data Collection	\$ 5,340
Task 4 – Resident Outreach	\$ 30,000
Task 5 – Pre-Final Design	\$ 11,080
Task 6 – Final Design and Bidding Documents	\$ 12,680
Task 7 – Bidding Assistance	\$ 2,140
Task 8 – Project Coordination, Meetings, and Project Management	\$ 10,080
Direct Costs	\$ 250

**TOTAL NOT-TO-EXCEED FEE: \$ 90,290**

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: 6/30/2026

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  
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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  
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**RESOLUTION NO. R-\_\_\_\_\_-24**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR  
PHASE II DESIGN FOR THE 2025 GREEN ALLEY PROJECT BY AND  
BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.  
AND THE VILLAGE OF FOREST PARK  
(800 Block Thomas-Hannah Alley)**

WHEREAS, the Village of Forest Park ("Village") proposes to reconstruct the T-alley on the 800 block between Thomas Avenue and Hannah Avenue ("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 design engineering services for the Project; and

WHEREAS, the Village will be utilizing local funds to pay for the Project design and construction engineering and a combination of local and the Metropolitan Water Reclamation District ("MWRD") Green Infrastructure Partnership funds for storm sewer and alley pavement construction costs, respectively.

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 design engineering services of the Project.

Section 3. That certain "Professional Engineering Services Proposal for Phase II Design Engineering for the 800 Block Thomas-Hannah Green Alley" between the Village and Burke for the estimated fee of Sixty-Three Thousand Nine Hundred Forty and 00/100 Dollars (\$63,940.00) ("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 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of June, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk

**EXHIBIT A**

**Professional Engineering Services Proposal for Phase II Design  
Engineering for the 800 Block Thomas-Hannah Alley**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

June 3, 2025

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

Attention: Ms. Rachell Entler, Village Administrator

Subject: Professional Engineering Services Proposal for Phase II Design for the 800  
Block Thomas – Hannah Green Alley

Dear Ms. Entler:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the 800 Block Thomas - Hannah Green Alley Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the Village wants to reconstruct the 800 Block Thomas - Hannah alley. The alley will be constructed using concrete pavement with a 4' wide paver ribbon along the centerline as done on previous alley projects within the Village.

It is our understanding that the Village will be using local funding to cover Design and Construction Engineering and a combination of local and MWRD GI funding to pay for the storm sewer and alley pavement construction costs respectively.

**Please note that this proposal does not include cleaning and televising of the existing sewer system. It is highly recommended that existing sewers be televised and evaluated prior to the alley improvements.**



## **SCOPE OF WORK**

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

### **Task 1 – Topographic Survey**

CBBEL will perform topographic survey of the “T” Alley North of Lexington St., between Thomas Ave. & Hannah Ave. (R-O-W to R-O-W w/10' overlap., 1,000'LF±). The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, garage face with entry finished grade, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

**Task 2 – Pavement and Soils Investigation**

CBBEL will utilize our subconsultant, Rubino Engineering, to perform pavement cores. The results of the cores will assist in design and preparation of quantities. The subconsultant will also perform Clean Construction or Demolition Debris (CCDD) testing so that soils may be disposed of in accordance with Illinois Environmental Protection Agency (IEPA) requirements consisting of a Potentially Impacted Property (PIP) evaluation and LPC-663 soil analysis. Rubino will perform infiltration testing to meet MWRD's requirements.

**Task 3 – Field Reconnaissance**

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

**Task 4 – Utility Coordination**

Based on utility information obtained as part of Task 1, CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**Task 5 – Preparation of Plans and Specifications**

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

**Task 6 – Permitting**

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction.

**Task 7 – Bidding Assistance**

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

**Task 8 – QA/QC**

CBBEL will perform a QA/QC analysis to ensure that all design work is reasonable and constructable.

### ESTIMATE OF FEE

Our Estimate of Fee is \$63,940.00 as shown on the attached exhibit A.

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

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

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 THE VILLAGE OF FOREST PARK:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

JFA  
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VILLAGE OF FOREST PARK  
800 BLOCK THOMAS - HANNAH GREEN ALLEY  
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer				Survey					CAD Manager	Geotech Sub	Total Hours	Total Cost
	V	IV	III	II	V	IV	III	II	I				
Rate (\$/hr)	\$245.00	\$210.00	\$185.00	\$160.00	\$245.00	\$230.00	\$210.00	\$165.00	\$140.00	\$220.00	\$1.00		
<b>Phase II - Design Engineering</b>													
Task 1 - Topographic Survey					1	3	3	18	18	8		51	\$ 8,915.00
Task 2 - Pavement and Soils Investigation	1			2							11,350	3	\$ 11,915.00
Task 3 - Field Reconnaissance	2			8								10	\$ 1,770.00
Task 4 - Utility Coordination				4			8					12	\$ 2,520.00
Task 5 - Preparation of Plans and Specifications	30		24	120						8		182	\$ 32,790.00
Task 6 - Permitting	2			8								10	\$ 1,770.00
Task 7 - Bidding Assistance	4			4								8	\$ 1,520.00
Task 8 - QA/QC	4		8	2								14	\$ 2,780.00
												<b>Subtotal Cost =</b>	<b>\$ 63,740.00</b>
Subtotals	43	0	32	148	1	3	11	18	18	16		290	
Percentage of Hours	14.8%	0.0%	11.0%	51.0%	0.3%	1.0%	3.8%	6.2%	6.2%	5.5%		100.0%	
Total Personnel Cost	\$10,535.00	\$0.00	\$5,920.00	\$23,680.00	\$245.00	\$690.00	\$2,310.00	\$2,970.00	\$2,520.00	\$3,520.00	\$11,350.00	<b>Running Cost =</b>	<b>\$ 63,740.00</b>
												<b>Direct Cost =</b>	<b>\$ 200.00</b>
												<b>TOTAL COST =</b>	<b>\$ 63,940.00</b>



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**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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 APPROVING CHANGE ORDER NO. 1 TO  
THE CONTRACT WITH BOLDER CONTRACTORS, INC. FOR THE  
2024 WATER MAIN REPLACEMENT - 400-500 BLOCKS OF FERDINAND PROJECT**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), previously awarded the contract ("Contract") for the 2024 Water Main Replacement – 400-500 Blocks of Ferdinand Project ("Project") to Bolder Contractors, Inc. ("Contractor") for the original Contract Price of One Million Four Hundred Forty-Two Thousand Three Hundred Sixty-Seven and 10/100 Dollars (\$1,442,367.10); and

WHEREAS, the Contractor has prepared and submitted, and Village staff has reviewed and recommended, Change Order No. 1 to the Contract, which reflects work to be added, in addition to the approved Contract, in particular to account for additional site work, to be included in the Project, a copy of which Change Order No. 1 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Change Order No. 1 to the Contract increases the Contract Price by an additional Eighty Thousand Nine Hundred Sixty and 85/100 Dollars (\$80,960.85) for a new contract price of One Million Five Hundred Twenty-Three Thousand Three Hundred Twenty-Seven and 95/100 Dollars (\$1,523,327.95); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 1 to the Contract.

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

Section 1. The statements contained in the preambles to this Resolution are found to be true and correct and are hereby incorporated into this Resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract for the Project were not reasonably foreseeable at the time the Contract was bid; or (2) the changes to the Contract for the Project are germane to the original Contract as signed; and (3) the Change Order is in the best interest of the Village.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this change order does not authorize or necessitate an increase in the



contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. The Council of the Village hereby approves Change Order No. 1 to the Contract.

Section 5. The Village Administrator be and is hereby authorized to execute Change Order No. 1, as attached hereto and made a part hereof as Exhibit A.

Section 6. 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 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of June, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Vanessa Belmonte, Clerk

**EXHIBIT A**

**CHANGE ORDER NO. 1 TO CONTRACT  
WITH BOLDER CONTRACTORS, INC. FOR THE 2024 WATER MAIN  
REPLACEMENT – 400-500 BLOCKS OF FERDINAND PROJECT**



## Village of Forest Park Change Order

Change Order No. : 1

Date : 6-2-25

Agreement Date : 10-23-24

Name of Project: 2024 Water Main Replacement

Owner: Village of Forest Park

Contractor: Bolder Contractors

### CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)

1. **Brick Base Failure:** During the excavation, it was discovered that the brick base was failing in several areas around the water main trench. This unforeseen issue required additional time and resources to address, contributing to the increased costs.
2. **Pavement Removal:** The pavement removal needed to go an inch deeper than initially planned due to the brick paver base. This adjustment required extra labor and materials, further adding to the project expenses.
3. **Non-Special Waste Disposal:** Additional sewer work was required in a work area where excavated soils required a specific disposal site. With the additional work, the quantity exceeded the original plan quantity.
4. **Net Balancing Items**

### CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$ 1,442,367.10
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) =	\$ 1,442,367.10
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$ 80,960.85
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$ 1,523,327.95

### CHANGE TO CONTRACT TIME

CONTRACT TIME will be (Increased) by calendar days:	<u>0</u>
The Date for final completion of all work shall be:	<u>N/A</u>

Prepared By RESIDENT ENGINEER:

Jon Duddles, P.E.

(date)

6-2-25

Reviewed By VILLAGE ENGINEER:

James F. Amelio, P.E.

(date)

6-9-25

Accepted By OWNER:

Village of Forest Park

(date)

**A RESOLUTION AUTHORIZING THE WAIVER  
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING  
THE HIRING OF A FULL-TIME FINANCE ASSISTANT**

WHEREAS, the corporate authorities previously adopted Resolution R-46-06 on September 11, 2006, which Resolution directed that no position of employment which is covered by the Illinois Municipal Retirement Fund be filled unless said Resolution was rescinded or otherwise repealed by action of the corporate authorities of the Village of Forest Park; and

WHEREAS, the Village has found a need to hire one full-time employee in the Finance Department to fill a vacancy.

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

Section 1. The restrictions on hiring imposed by Resolution R-46-06 are hereby waived only to the extent to allow for the Village to hire one full-time Finance Assistant.

Section 2. The provisions of Resolution R-46-06 shall remain in full force and effect, except as otherwise modified by this Resolution.

Resolved this 23<sup>rd</sup> day of June, 2025.

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

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

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

APPROVED:

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

ATTESTED:

\_\_\_\_\_  
Vanessa Belmonte, Village Clerk

## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 17th day of June, 2025, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and Kingdom Running Club of L, (herein referred to as "Applicant").  
~~WCC~~

Applicant desires to enter onto and utilize a certain portion of the Village public property, right of way, and/or equipment (hereinafter referred to as "Village Property"), for the limited purpose of 5K Run and 1 mile walk ("Purpose"), and the Village is willing to grant Applicant a non-exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

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

(1) TERM. The term of this Permit shall be 1 day(s), beginning August 30th, 2025, at 6:00 am a.m./p.m., and ending 10:00 am, 2025, at          a.m./p.m. (the "Permit Term").

(2) RESTRICTION ON USE. Applicant and Users shall solely use the Village Property for the limited purpose of said Purpose. The Applicant shall not alter the Village Property in any fashion without the written consent of the Village. The Applicant's use of the Village Property shall not be exclusive and shall not interfere with the Village's use of or access to the Village Property.

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

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

(4) ASSUMPTION OF RISK. Applicant and Users shall use the Village Property at their own risk and Village shall not be liable for any damage to person or property resulting, directly or indirectly, from Applicant's and Users' use of the Village Property.

(5) INSURANCE AND INDEMNIFICATION. Applicant shall indemnify and save harmless Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Applicant or the Users of the Village Property for said Purpose or work, or any invitees thereof, under this Permit, or any acts or omissions of Applicant or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Village Property or the rights herein granted, or the performance or non-performance of Applicant's obligations hereunder.

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

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

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

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

(7) ZONING. Nothing contained herein shall be construed as the Village's approval or granting of any zoning or permit requirements, application or petition.

(8) REVOCATION. This Permit and any rights granted herein may be revoked by the Village at any time

(9) ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **VILLAGE**

Village of Forest Park, an Illinois municipal corporation

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

Attest: \_\_\_\_\_  
Vanessa Belmonte, Village Clerk

## **APPLICANT**

Name: Sharon Stewart \_\_\_\_\_

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





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

6/16/2025

(Date)

**INFORMATION:**

Name of Entity Forest PARK Chamber

Street Address: PO Box 617 Phone: ( )

City, State, Zip Code: Forest PARK IL 60130

Name of Owner: Phone: ( )

Person to Contact: Laurie Kokenes Phone: (768) 828-2158

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):  
CONSTITUTION COURT - Summer Event - Dog DAYS  
OF SUMMER - Drive Traffic to MADISON + Businesses

Schedule (Give dates and times, including set up and tear down): ~~Saturday~~ Saturday,  
JULY 26 - Events 9am-Noon. TOTAL Time: 7:30-1pm.

Proposed location (Include sketch of layout with measurements): Constitution Court

General description of use as well as any special requests: People bring their leashed /  
'well behaved' dogs, participate in dog contests (best Lap dog  
over 50lbs, best tail wags etc). Attendees will see adoptables  
from Animal Care League walk the runway. Face painting for kids.  
Photo booth. Pet related vendors (local). Dog Friendly Patios  
+ businesses featured + promoted. Chamber will create  
a Summer Deals card to Drive people to businesses AFTERWARDS



Anticipated needs of Village personnel, equipment and/or property: \_\_\_\_\_

Probably simple event. Trying to figure out ~~enough~~ SOUND TO ANNOUNCE CONTESTS.  
Perhaps a tent or 2? We have one. Still  
working out details. We want to serve food etc so  
No need for Garbage Boxes. IF WE DO ASK FOR TENT WE CAN HAVE VOLUNTEERS SET IT UP.

#### INSURANCE:

No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.

Such certificate shall include the following language: "The Village of Forest Park, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of (entity name) while present in the Village of Forest Park."

The Applicant shall also attach proof that the appropriate workers compensation and employer's liability insurance have been provided for the employees of the requesting entity.

Does my ANNUAL LIABILITY COI  
COVER THIS?

Certificate attached \_\_\_\_\_

(initials)

#### INDEMNITY AGREEMENT:

The Applicant shall sign a Non-Exclusive Permit and Indemnity Agreement with the Village of Forest Park holding the Village harmless of any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.

#### SURETY BOND REQUIRED

In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date.

#### MISCELLANEOUS:

Specify any other circumstances, conditions, or anticipated needs not covered in this application: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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

**CASH DEPOSIT:**

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

**FEES AND REMUNERATION:**

*I can drop off check*

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

.....

I have read, understand and agree to abide by the terms and conditions of Title 7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.



Signature

*Laurie Kokenes*

Print Name

*Ex. Director*

Title

Date

APPROVED:

Village Clerk

Date



## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 16<sup>th</sup> day of JUNE, 2025, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and FOREST PARK CHAMBER (herein referred to as "Applicant").

Applicant desires to enter onto and utilize a certain portion of the Village public property, right of way, and/or equipment (hereinafter referred to as "Village Property"), for the limited purpose of DOG DAYS EVENT ("Purpose"), and the Village is willing to grant Applicant a non-exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

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

(1) TERM. The term of this Permit shall be 1 day(s), beginning 7/26/2025, 2025, at 7:30 a.m./p.m., and ending 11:00 a.m. p.m. (the "Permit Term").  
7/26/2025

(2) RESTRICTION ON USE. Applicant and Users shall solely use the Village Property for the limited purpose of said Purpose. The Applicant shall not alter the Village Property in any fashion without the written consent of the Village. The Applicant's use of the Village Property shall not be exclusive and shall not interfere with the Village's use of or access to the Village Property.

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

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



(4) ASSUMPTION OF RISK. Applicant and Users shall use the Village Property at their own risk and Village shall not be liable for any damage to person or property resulting, directly or indirectly, from Applicant's and Users' use of the Village Property.

(5) INSURANCE AND INDEMNIFICATION. Applicant shall indemnify and save harmless Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Applicant or the Users of the Village Property for said Purpose or work, or any invitees thereof, under this Permit, or any acts or omissions of Applicant or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Village Property or the rights herein granted, or the performance or non-performance of Applicant's obligations hereunder.

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

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

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

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



(7) ZONING. Nothing contained herein shall be construed as the Village's approval or granting of any zoning or permit requirements, application or petition.

(8) REVOCATION. This Permit and any rights granted herein may be revoked by the Village at any time

(9) ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### VILLAGE

Village of Forest Park, an Illinois municipal corporation

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

Attest: \_\_\_\_\_  
Vanessa Belmonte, Village Clerk

#### APPLICANT

Name: Lauri Kehune

By: [Signature]