



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, September 8, 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 845 6069 1473 Passcode: 725687

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE AUGUST 25, 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 Amending Section 6-2-2, Entitled "License Fee Schedule," of Chapter 2, Entitled "Vehicle Licenses," of Title 6, Entitled "Motor Vehicles and Traffic," of the Municipal Code
2. Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park
3. Resolution Approving and Authorizing a 6b Classification for 7501 Industrial Drive – Chicago Specialty Bakers
4. Resolution Authorizing the Waiver of the Hiring Freeze for IMRF Employees Regarding the Hiring of a Full-Time Administration/Accounts Payable Clerk
5. Resolution Approving and Authorizing the Execution of a Subscription Renewal Agreement with Thomson Reuters
6. Resolution to Approve and Authorize the Execution of a Professional Engineering Services Proposal for a Survey and GIS of the Village of Forest Park Water Atlas with CBBEL
7. Resolution Approving and Ratifying the Execution of an Application for a Cook County Disaster Response and Recovery Fund Award Agreement with the County of Cook
8. Resolution Approving and Ratifying the Execution of Pricing Schedules for Digital Phone Services with AT&T
9. Resolution Approving and Ratifying the Execution of a Proposal for Professional Engineering Services for Lead Water Service Line Material Inventory Assistance with CBBEL
10. Approval: Request for Raffle License- Kiwanis Club of Forest Park
11. Approval: Community Center Senior Trip Agreement – Grease at the Metropolis
12. Approval: Use of Public Way – Events by Cibula

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**ADJOURN**

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, AUGUST 25, 2025**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:03 p.m.

**ROLL CALL**

Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call. Commissioner Nero was not in attendance.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the July 28, 2025, Special Budget Meeting be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the August 11, 2025, Regular Meeting of the Council be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

**PUBLIC COMMENT**

Ms. Barbara Jackson presented the Village Council with a petition signed by residents of the 25 Elgin Avenue building requesting a "Do Not Block Driveway" sign be placed on Elgin, a "Do Not Enter" sign be placed to prevent drivers from driving South on the one-way North street, Speed bumps to slow traffic and to enforce the 15 minute drop off space and the two-hour parking on Elgin.

Mr. Scott Presslak expressed his concern about village finances and his disappointment that the zoning changes were not adopted. Mr. Presslak further requested information on the feasibility of lifting the gaming restrictions in Forest Park to bring in additional revenue.

Mr. Ralph DiFebo, Prairie Path Board Member, advised that the path is coming to Forest Park over First Avenue. Mr. DiFebo expressed his preference for the bike path at the Altenheim to be installed on the west side of the property and offered to help in any way.

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

The Fire Department submitted its July report.

**APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution for the payment of bills be adopted. The bills totaled \$530,875.02.

**R-79-25  
RESOLUTION FOR THE  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$530,875.02  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

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

**O-40-25  
ORDINANCE APPROVING  
DISPOSAL OF SURPLUS  
VEHICLES  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution appointing a Village Administrator and approving and authorizing the execution of a Village Administrator Employment Agreement with Rachell Entler for the Village of Forest Park, Illinois be adopted.

**R-80-25  
RESOLUTION APPOINTING  
RACHELL ENTLER AS  
VILLAGE ADMINISTRATOR  
AND APPROVING  
EMPLOYMENT  
AGREEMENT  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II Design by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park for the 2025 Sidewalk Replacement Project be adopted.

**R-81-25  
RESOLUTION APPROVING  
ENGINEERING PROPOSAL  
WITH CBBEL FOR 2025  
SIDEWALK PROJECT  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving Pay Request #6 for the AMI Water Meters Replacement Project to Veregy Central, LLC be adopted.

**R-82-25  
RESOLUTION APPROVING  
PAY REQUEST #6 TO  
VEREGY CENTRAL LLC  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving Pay Request #1 for the Dixon Street Brick Patching Project from LPS Pavement Company be adopted.

**R-83-25  
RESOLUTION APPROVING  
PAY REQUEST #1 TO LPS  
PAVEMENT COMPANY  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was jointly moved and seconded to approve the request from the Girl Scouts of Greater Chicago and Northwest Indiana to hold their annual Fall Product and Cookie Sale.

**GIRL SCOUTS FALL  
PRODUCT AND COOKIE  
SALE  
APPROVED BY MOTION**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the Forest Park Arts Alliance’s request to hold a Fiber Flash event in Constitution Court during the month of November, 2025, as outlined in the Use of the Public Way application submitted by the Alliance.

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

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to appoint Ms. Casey Castle to the Forest Park Board of Health (expires 4/30/2030).

**MS. CASEY CASTLE  
APPOINTED TO BOARD OF  
HEALTH  
APPROVED BY MOTION**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** Commissioner Nero

The motion carried.

## **ADMINISTRATOR'S REPORT:**

Administrator Entler expressed her thanks to the Village Council for approving and extending her employment and contract and stated that she is looking forward to the next couple of years. The administrator reported that school is back in session and warned motorists to slow down and be careful as children are making their way to and from school. Last, Administrator Entler reported that Forest Park is participating in the "Tour de Proviso," a free annual bike ride in collaboration with neighboring villages. The event takes place on Saturday, October 4<sup>th</sup> and includes a full 20-mile bike ride and a 7-mile family ride. The village with the most registered riders wins a trophy, so Forest Park residents are highly encouraged to register and ride. Information and a link to the registration will be provided on our website.

## **COMMISSIONER'S REPORTS:**

Commissioner Melin-Rogovin reported that the Safety and Traffic Commission continues to meet regularly, and they are working on their Work Plan for the year, On-Street Parking and picking up shopping carts around the village. The Commission is looking to create a central way that residents can bring their concerns to the group for consideration. Last, the commissioner congratulated those holding events this weekend, in particular, Garage Galleries and Food Aid.

Commissioner Voogd thanked the Arts Alliance and the Historical Society for their Garage Galleries event this weekend. The commissioner also thanked staff and the elected officials for their participation in the Altenheim meeting earlier today. The commissioner requested that the Village Administrator's slides from the budget meeting be added to the village's website. In addition, Commissioner Voogd expressed her disappointment in putting off the places of eating tax, adding that the timing was wrong. The commissioner was hopeful that it can be revisited in a thoughtful manner in the future. Last, the commissioner expressed her support for updating the Village Code, however felt the process needed to be more transparent, should be accompanied by an updated Comprehensive Plan and felt that the impact on stormwater management must be addressed in connection with the increased density and lot coverage.

## **ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:32 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	103.00
Public Affairs	3,196.05
Police Department	3,456.16
Community Center	3,110.72
Accounts & Finance (Clerks Office)	250,410.55
Accounts & Finance (Fire Department)	401.57
Department of Health & Safety	5,331.90
Streets and Public Improvements	90,661.80
Public Property	21,543.48
Seizure	5,128.01
Federal Customs	2,448.47
TIF	7,837.00
VIP	6,079.96
Water Department	48,967.40
<b>TOTAL</b>	<b>\$ 448,676.07</b>

**ADOPTED BY THE Council of the Village of Forest Park this 8th Day of September 2025**

Ayes:

Nays:

Absent:

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

ATTEST:

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



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-00-000-4480-300	Patti Smid	08/18/2025	103.00
		Refunds and Allocations	103.00
100-10-101-6120-300	Westgate Flower and Plant Shop	08/27/2025	94.98
100-10-101-6120-305	FOP Lodge #24	08/27/2025	150.00
100-10-101-6120-305	Westgate Flower and Plant Shop	08/28/2025	92.98
100-10-101-6150-152	Verizon Wireless	08/22/2025	272.96
100-10-101-6150-152	Verizon Wireless	08/22/2025	42.40
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	08/20/2025	175.00
100-10-101-6150-220	Anastasia M. Senat	07/31/2025	412.50
100-10-101-6150-220	Anastasia M. Senat	07/31/2025	247.50
100-11-111-6110-110	Proxit Technology Solutions Inc	08/06/2025	1,707.73
		Public Affairs	3,196.05



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-12-121-6120-305	FOP Lodge #24	08/27/2025	150.00
100-12-121-6120-305	Illinois Assoc of Chiefs of Police	08/19/2025	30.00
100-12-121-6120-305	Tom McNamara	08/21/2025	147.00
100-12-121-6145-305	Peterson-Bassi Chapels	08/12/2025	2,370.00
100-12-121-6150-114	ATTN Amy Gray ILEAS-	07/01/2025	120.00
100-12-123-6145-202	AT&T	08/04/2025	95.00
100-12-123-6145-202	Bio-One Chicago LLC.	08/15/2025	100.00
100-12-123-6145-202	T-Mobile USA Inc	08/11/2025	50.00
100-12-126-6140-112	Informatics Holdings Inc	08/19/2025	374.14
100-12-126-6145-126	Verizon Wireless	08/22/2025	20.02
		Police Department	3,456.16



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-15-151-6140-200	SCHAUERS HARDWARE	07/31/2025	35.98
100-15-152-6170-200	S&S Worldwide Inc.	07/28/2025	62.99
100-15-154-6170-110	Fitzgerald's Octagon House	08/26/2025	668.75
100-15-154-6170-110	Metropolis Performing Arts Centre	08/22/2025	1,206.00
100-15-154-6170-110	Paramount Theatre	06/17/2025	1,137.00
	Community Center		3,110.72



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	08/15/2025	157,753.99
100-21-211-5005-002	Fidelity Security Life Ins Co	08/22/2025	647.96
100-21-211-5005-002	Fidelity Security Life Ins Co	08/22/2025	74.45
100-21-211-5005-002	Guardian	08/20/2025	7,039.70
100-21-211-5005-002	Local 705 I.B of T. Health & Welfare	08/25/2025	36,960.00
100-21-211-6100-110	Lauterbach & Amen LLP	08/18/2025	6,358.50
100-21-211-6140-104	Pitney Bowes Inc	08/19/2025	276.97
100-21-211-6140-106	Docu-Shred	08/20/2025	1,370.00
100-21-211-6140-140	Costco	08/21/2025	130.00
100-21-211-6150-112	Municipal Clerks North & Northwest Suburbs	08/27/2025	105.00
100-21-211-6150-150	AT&T	08/25/2025	61.63
100-21-211-6150-150	AT&T	08/25/2025	52.95
100-21-211-6150-150	AT&T	08/25/2025	123.27
100-21-211-6160-001	Amazon.com	08/15/2025	423.97
100-21-211-6160-001	Joseph Decosola	08/14/2025	525.00
100-21-211-6160-001	R A James Construction Inc	08/21/2025	11,775.00
100-21-211-6160-001	R A James Construction Inc	08/21/2025	1,125.00
100-21-211-6190-003	POLICE PENSION FUND	08/26/2025	11,850.00
100-21-211-6190-004	Firefighters Pension Fund	08/26/2025	11,850.00
100-21-211-7000-080	GFC Leasing - WI	08/17/2025	1,709.16
100-21-211-7000-080	Pitney Bowes Inc	08/08/2025	198.00
	Accounts and Finance (Clerks Office)		250,410.55



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-302-6110-150	Verizon Wireless	08/22/2025	147.22
100-30-302-6145-105	Andrew Weber	08/25/2025	100.00
100-30-302-6145-321	SCHAUERS HARDWARE	07/31/2025	111.94
100-30-302-6145-321	State Chemical Industrial Products	05/16/2025	42.41
	Accounts and Finance (Fire Department)		401.57
100-40-401-5000-017	Raymond Traynor	08/26/2025	765.00
100-40-403-6150-226	Cook County Dept of Public Health	07/31/2025	4,200.00
100-40-403-6150-230	Elevator Inspection Services	07/31/2025	256.00
100-40-403-6150-230	Elevator Inspection Services	08/22/2025	25.00
100-40-410-6140-202	SCHAUERS HARDWARE	07/31/2025	85.90
	Department of Health and Safety		5,331.90



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-50-501-6120-305	FOP Lodge #24	08/27/2025	150.00
100-50-501-6145-100	Sal Stella	08/15/2025	100.00
100-50-502-6140-202	SCHAUERS HARDWARE	07/31/2025	99.28
100-50-502-6185-108	JC Licht LLC	08/13/2025	215.03
100-50-502-6185-108	JC Licht LLC	08/15/2025	430.06
100-50-502-6185-108	JC Licht LLC	08/20/2025	430.06
100-50-502-6185-110	JC Licht LLC	08/26/2025	645.09
100-50-502-6185-110	Traffic Control & Protection	08/14/2025	496.90
100-50-502-6185-110	Traffic Control & Protection	08/25/2025	1,104.60
100-50-502-6185-112	Republic Services #551	08/15/2025	1,081.60
100-50-502-6185-501	Republic Services #551	08/15/2025	47,026.38
100-50-502-6185-502	Republic Services #551	08/15/2025	33,247.17
100-50-502-6185-503	Republic Services #551	08/15/2025	4,675.63
240-50-501-7000-001	XTreme Graphics Lettering	08/19/2025	480.00
240-50-501-7000-001	XTreme Graphics Lettering	08/21/2025	480.00
	Streets and Public Improvements		90,661.80



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Dylan Ryan	08/14/2025	100.00
100-55-552-6145-100	Sal Stella	08/15/2025	100.00
100-55-553-6180-160	Com Ed	09/19/2024	153.80
100-55-553-6180-160	Com Ed	09/25/2024	1,645.62
100-55-553-6180-160	Com Ed	10/01/2024	62.30
100-55-553-6180-160	Com Ed	10/30/2024	64.17
100-55-553-6180-160	Com Ed	11/27/2024	64.29
100-55-553-6180-160	Com Ed	12/31/2024	80.90
100-55-553-6180-160	Com Ed	01/31/2025	78.93
100-55-553-6180-160	Com Ed	02/28/2025	31.08
100-55-553-6180-160	Com Ed	08/18/2025	103.76
100-55-560-6180-125	SCHAUERS HARDWARE	07/31/2025	20.22
100-55-570-6155-101	Mohr Oil Company	08/12/2025	14,613.52
100-55-570-6155-106	SCHAUERS HARDWARE	07/31/2025	6.29
100-55-570-6155-106	Fleet Safety Supply	08/11/2025	708.06
100-55-570-6155-106	Factory Motor Parts Co	08/12/2025	173.92
100-55-570-6155-106	Factory Motor Parts Co	08/13/2025	142.50
100-55-570-6155-106	Factory Motor Parts Co	08/18/2025	203.58
100-55-570-6155-106	Factory Motor Parts Co	08/21/2025	292.85
100-55-570-6155-106	Factory Motor Parts Co	08/21/2025	463.56
100-55-570-6155-106	Factory Motor Parts Co	08/21/2025	58.63
100-55-570-6155-106	Linde Gas & Equipment, Inc.	08/22/2025	280.30
100-55-570-6155-106	Linde Gas & Equipment, Inc.	08/22/2025	292.55
100-55-570-6155-106	RUSSO POWER EQUIPMENT	08/19/2025	116.38
100-55-570-6155-106	Zarnoth Brush Works Inc.	08/06/2025	1,236.00
100-55-570-6155-106	Zeigler Ford North Riverside	08/05/2025	52.32
100-55-570-6155-106	Zeigler Ford North Riverside	08/22/2025	141.04
100-55-570-6155-106	Zeigler Ford North Riverside	08/22/2025	240.72
100-55-580-6155-120	SCHAUERS HARDWARE	07/31/2025	16.19
		Public Property	21,543.48



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	08/22/2025	212.00
230-00-000-6900-230	Currie Motors Chevrolet	08/04/2025	194.36
230-00-000-6900-230	Fleet Safety Supply	05/28/2025	210.83
230-00-000-6900-230	Fleet Safety Supply	08/11/2025	3,078.31
230-00-000-6900-230	Factory Motor Parts Co	08/13/2025	157.51
230-00-000-6900-230	Martin Vargas	08/20/2025	1,275.00
		Seizure	5,128.01
232-00-000-6900-232	Ray O'Herron Co Inc	08/19/2025	1,470.27
232-00-000-6900-232	Ray O'Herron Co Inc	08/19/2025	492.20
232-00-000-6900-232	Alyssa Murphy	08/06/2025	486.00
		Federal Customs	2,448.47
304-00-000-6100-115	Hilco Real Estate Appraisal LLC	05/15/2025	3,700.00
304-00-000-6100-115	Lauterbach & Amen LLP	08/18/2025	471.00
304-00-000-6180-114	McAdam Landscaping	08/11/2025	908.00
306-00-000-6100-115	Lauterbach & Amen LLP	08/18/2025	471.00
306-00-000-6180-114	McAdam Landscaping	08/11/2025	908.00
309-00-000-6100-115	Lauterbach & Amen LLP	08/18/2025	471.00
309-00-000-6180-114	McAdam Landscaping	08/11/2025	908.00
		TIF	7,837.00



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
312-00-000-6100-115	Lauterbach & Amen LLP	08/18/2025	1,570.00
312-00-000-6150-152	Verizon Wireless	08/22/2025	74.02
312-00-000-6180-114	SCHAUERS HARDWARE	07/31/2025	149.27
312-00-000-6180-114	Case Lots Inc	08/11/2025	598.80
312-00-000-6180-114	McAdam Landscaping	08/11/2025	376.00
312-00-000-6180-200	SCHAUERS HARDWARE	07/31/2025	5.84
312-00-000-6180-200	Illinois Alarm	09/01/2025	192.00
312-00-000-6180-200	Quill	08/18/2025	152.96
312-00-000-6180-200	Quill	08/20/2025	209.67
312-00-000-6180-200	PremiStar-North	08/25/2025	516.00
312-00-000-6180-210	Comcast	08/12/2025	2.31
312-00-000-6180-215	Illinois Alarm	09/01/2025	270.00
312-00-000-6180-220	Illinois Alarm	09/01/2025	165.00
312-00-000-6180-220	PremiStar-North	08/18/2025	866.95
312-00-000-6180-230	Illinois Alarm	09/01/2025	165.00
312-00-000-6180-240	SCHAUERS HARDWARE	07/31/2025	76.87
312-00-000-6180-240	Comcast	08/07/2025	2.31
312-00-000-6180-240	Comcast	08/22/2025	256.87
312-00-000-6180-240	Illinois Alarm	09/01/2025	135.00
312-00-000-6180-250	SCHAUERS HARDWARE	07/31/2025	67.47
312-00-000-7000-312	Dupage Materials Company	07/23/2025	30.50
312-00-000-7000-312	K-Five Hodgkins LLC	07/31/2025	56.96
312-00-000-7000-312	K-Five Hodgkins LLC	08/01/2025	35.20
312-00-000-7000-312	K-Five Hodgkins LLC	08/05/2025	47.36
312-00-000-7000-312	K-Five Hodgkins LLC	08/08/2025	57.60
		VIP	6,079.96



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
501-80-800-6100-110	Lauterbach & Amen LLP	08/18/2025	6,358.50
501-80-800-6110-105	Verizon Wireless	08/22/2025	36.01
501-80-800-6110-105	Verizon Wireless	08/22/2025	36.01
501-80-800-6145-100	Sal Stella	08/15/2025	100.00
501-80-800-6150-150	AT&T	08/25/2025	65.61
501-80-800-6150-154	Com Ed	08/15/2025	165.39
501-80-800-6150-154	Com Ed	08/18/2025	27.98
501-80-800-6150-154	Constellation Energy Services Inc	08/01/2025	3,623.46
501-80-800-6150-154	Constellation Energy Services Inc	08/05/2025	249.41
501-80-800-6155-110	SCHAUERS HARDWARE	07/31/2025	28.90
501-80-800-6800-150	Centurion Plumbing Company	08/12/2025	3,800.14
501-80-800-6800-150	Centurion Plumbing Company	08/12/2025	1,034.73
501-80-800-6800-150	Centurion Plumbing Company	08/12/2025	2,048.62
501-80-800-6800-150	Clear View	06/02/2025	2,800.00
501-80-800-6800-151	Centurion Plumbing Company	08/12/2025	5,312.93
501-80-800-6800-151	Centurion Plumbing Company	08/12/2025	1,034.72
501-80-800-6800-151	Centurion Plumbing Company	08/12/2025	7,903.23
501-80-800-6800-151	Centurion Plumbing Company	08/12/2025	4,891.50
501-80-800-6800-151	Centurion Plumbing Company	08/12/2025	2,048.62
501-80-800-6800-151	Clear View	06/02/2025	2,800.00
501-80-800-6800-151	OTM Water Services	08/18/2025	4,500.00
501-80-800-6800-153	SCHAUERS HARDWARE	07/31/2025	6.29
501-80-800-6800-153	Comcast	08/06/2025	95.35
		Water Department	48,967.40
			448,676.07



BIG CITY ACCESS

SMALL TOWN CHARM

**Rory E. Hoskins**  
MAYOR

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**Maria Maxham**  
COMMISSIONER  
ACCOUNTS & FINANCE

**Ryan Nero**  
COMMISSIONER  
PUBLIC HEALTH & SAFETY

**Michelle Melin-Rogovin**  
COMMISSIONER  
STREETS & PUBLIC IMPROVEMENTS

**Jessica L. Voogd**  
COMMISSIONER  
PUBLIC PROPERTY

**Rachell Entler**  
VILLAGE ADMINISTRATOR

**Vanessa Belmonte**  
VILLAGE CLERK

# Memorandum

Date: September 5, 2025

To: Mayor Hoskins  
Commissioner Maxham  
Commissioner Nero  
Commissioner Melin-Rogovin  
Commissioner Voogd

From: Rachell Entler, Village Administrator *RE*

Re: 09/08/2025 Village Council Meeting Agenda

Dear Council Members,

Please find below a summary of the New Business items scheduled for consideration at the upcoming Village Council meeting. Each item is referenced by its corresponding agenda number for your convenience.

## NEW BUSINESS:

### **1. Ordinance Amending Vehicle License Fee Schedule**

This ordinance updates Section 6-2-2 of the Municipal Code to revise the license fee schedule for various vehicle classifications. The changes include increases across multiple categories, including standard vehicles, recreational vehicles, motorcycles, senior citizen registrations, and commercial classes.

An increase to the annual vehicle sticker fee was previously discussed at the Budget meeting in July. That last fee increase occurred in 2017. Clerk Belmonte has included a memo as well as data detailing the number of vehicle stickers sold and revenue generated in FY2025. Her recommendation is to increase the annual fee by \$10 for FY2026. This increase would generate approximately \$70,000 in additional revenue for the Village. Finance Director Olmsted and I both support this recommendation and seek approval from the Council for the recommended fee increase.

### **2. Ordinance Authorizing Sale of Surplus Property**

This ordinance authorizes the disposal of one (1) 2008 Chrysler Aspen, which is no longer necessary or useful for Police Department operations.

### **3. Resolution Approving Class 6b Tax Incentive – 7501 Industrial Drive**

This resolution supports a Class 6b tax classification for Chicago Specialty Bakers (CSB) at 7501 Industrial Drive. A Class 6b tax incentive is a property tax classification offered by Cook County to encourage the redevelopment and reoccupation of industrial or commercial properties that are vacant or in need of substantial rehabilitation. It provides a reduced property tax assessment over a 12-year period, making it more financially feasible for businesses to invest in and revitalize underutilized properties. The incentive is based on substantial rehabilitation and re-occupation of abandoned property. The applicant commits to significant capital investment and job creation over the next four years. This site was formerly home to Weinstein Meat. Per their application, "CSB is a producer and distributor of food products, particularly bread-based foods such as sandwiches and pretzels. Felix Barats founded CSB 43 years ago. He came to the United States as an immigrant and started in the food industry delivering bagels to hungry customers. CSB began as a bread maker, making and selling bread in retail stores, but later transformed into a purely wholesale producer and distributor of food products.

Today, the company is a specialty food producer, producing a wide assortment of foods and making more than just bread. Its clientele includes commercial airlines, supermarkets, and grocery chains such as Costco, Trader Joe's, and Fresh Farms. CSB has grown consistently over the past 43 years of its existence. Demand for its products has always been high because it fills a niche in the food industry where CSB is small enough to fulfill orders too small for big players but big enough to fulfill orders too big for small players. Further, CSB has always used customized technology in its production process which has helped the company maintain a competitive edge. It manages state-of-the-art artisan production lines which are worth upwards of \$20 million." Staff and legal counsel have reviewed the request for Class 6b tax incentive assistance and find it to be both appropriate and advantageous for the Village. Occupying the currently vacant property will enhance its assessed value and contribute to increased property tax revenue. Planned improvements to the site, along with the creation of new jobs, will help prevent deterioration of the property and support the local economy by attracting new individuals who are likely to engage with and invest in the community. Staff seeks approval of the 6b incentive request by Chicago Specialty Bakers.

**4. Resolution Waiving Hiring Freeze – Administration/Accounts Payable Clerk**

This resolution authorizes an exception to the hiring freeze for IMRF-covered positions, allowing the Village to fill a vacancy in the Clerk's Office for a full-time Administration/Accounts Payable Clerk. This vacancy was created when our former AP Clerk was promoted to Finance Assistant.

**5. Resolution Approving Subscription Renewal – Thomson Reuters**

This resolution renews the Village's subscription agreement with Thomson Reuters for investigative and identification services used by the Police Department. Chief Gross has included a memo for your review.

**6. Resolution Approving Engineering Services Proposal – Water Atlas GIS Survey**

This resolution authorizes a contract with Christopher B. Burke Engineering, Ltd. to conduct a comprehensive survey of the Village's water infrastructure and integrate the data into the GIS system. The project will improve infrastructure planning and emergency response capabilities. Director Stella has included a memo for your review.

**7. Resolution Ratifying Cook County Disaster Response and Recovery Fund Agreement**

This resolution ratifies the execution of an agreement with Cook County for a Disaster Response and Recovery Fund Award. The funding supports Village recovery efforts and emergency preparedness. Due to acceptance deadlines, verbal approval was previously received from the Council. Ratification of this approval is now being requested.

**8. Resolution Ratifying AT&T Digital Phone Services Pricing Schedules**

This resolution approves and ratifies negotiated pricing schedules with AT&T for digital phone services under the Village's existing master agreement. This agreement includes a renewal of a managed fiber circuit as well as a conversion of the Police Department's analog fax line to a digital fax line. All analog phone lines are being phased out.

**9. Resolution Approving Engineering Services – Lead Water Service Line Inventory**

During the documentation process for the 2024 Lead Service Line Replacement Project, it was identified that the Village had not properly recorded the inventory component required by the Illinois Environmental Protection Agency. This resolution seeks to formally address and correct that oversight, enabling the Village to complete the necessary documentation and secure reimbursement for the inventory portion of the project. This resolution authorizes a contract with Christopher B. Burke Engineering, Ltd. to assist with the inventory of lead water service lines. The project is funded through an IEPA grant and supports the Village's 2024 Lead Service Replacement Project.

**10. Approval of Raffle License – Kiwanis Club of Forest Park**

This item approves the Kiwanis Club's request for a raffle license to support their fundraising efforts at an event to be held at Jimmy's Place on October 9, 2025.

**11. Approval of Senior Trip Agreement – Community Center**

This item approves the Community Center's agreement for a senior trip to see *Grease* at the Metropolis Performing Arts Centre.

**12. Approval of Use of Public Way – Events by Cibula**

This item approves a request from Events by Cibula to use public space for a community artwork, as outlined in their submitted application.

Should you need further information or have any questions regarding these agenda items, please do not hesitate to ask.

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

To: Village Administrator, Rachell Entler

From: Vanessa Belmonte, Village Clerk

Re: Vehicle Sticker Pricing Recommendation

Date: September 2, 2025

**Rory E. Hoskins**  
MAYOR

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COMMISSIONER  
PUBLIC PROPERTY

**Rachell Entler**  
VILLAGE ADMINISTRATOR

**Vanessa Belmonte**  
VILLAGE CLERK

Vehicle Sticker fees have not changed since 2017.

The village's operating expenses have gone up over the same time frame. In the last two years alone, our insurance costs have increased over \$400,000.00. With this in mind, I recommend we increase the vehicle sticker annual fees by \$10.00 per category, beginning in 2026. I estimate this modest increase will produce approximately \$70,000 in additional revenue.

I would be happy to discuss the attached fee schedule or answer any questions.

Thank you for your consideration.

Vehicle Stickers as of 7/16/25

	# remaining	# purchased	# sold	Current Price	Revenue at Regular Price	Revenue w/ \$10.00 Increase	Add'l. Revenue \$10
Passenger	4,020	8,500	4,480	\$ 35.00	\$ 156,800.00	\$ 201,600.00	\$ 44,800.00
Senior	240	2,000	1,760	\$ 10.00	\$ 17,600.00	\$ 35,200.00	\$ 17,600.00
B Truck	75	500	425	\$ 40.00	\$ 17,000.00	\$ 21,250.00	\$ 4,250.00
D Truck	20	100	80	\$ 70.00	\$ 5,600.00	\$ 5,600.00	\$ -
F Truck	20	50	30	\$ 85.00	\$ 2,550.00	\$ 2,850.00	\$ 300.00
H Truck	37	50	13	\$ 100.00	\$ 1,300.00	\$ 1,430.00	\$ 130.00
K Truck	10	50	40	\$ 120.00	\$ 4,800.00	\$ 5,200.00	\$ 400.00
Handicap	135	300	165	\$ 10.00	\$ 1,650.00	\$ 3,300.00	\$ 1,650.00
RV	46	50	4	\$ 40.00	\$ 160.00	\$ 200.00	\$ 40.00
Motorcycle			57	\$ 30.00	\$ 1,710.00	\$ 2,280.00	\$ 570.00
Dealer			-	\$ 30.00	\$ -	\$ -	\$ -
					\$ 209,170.00	\$ 278,910.00	\$ 69,740.00

Revenue by Fiscal Year

2024	\$ 195,852.00	
2025	\$ 225,527.00	Imported SOS data
2026	\$ 24,440.00	Can assume most of this is late revenue

**AN ORDINANCE AMENDING SECTION 6-2-2, ENTITLED  
 “LICENSE FEE SCHEDULE,” OF CHAPTER 2, ENTITLED  
 “VEHICLE LICENSES,” OF TITLE 6, ENTITLED “MOTOR VEHICLES AND  
 TRAFFIC,” OF THE MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK**

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

**Section 1.** Section 6-2-2, entitled “License Fee Schedule,” of Chapter 2, entitled “Vehicle Licenses,” of Title 6, entitled “Motor Vehicles and Traffic,” of the Code of the Village of Forest Park (“Code”) is hereby amended as follows:

**6-2-2: LICENSE FEE SCHEDULE:**

The fees for the licenses required by this chapter shall be as follows:

A.	Motor Vehicles Of The First Division <sup>1</sup> :	
	Motor vehicles of the first division (not including motorcycles or recreational vehicles) not for hire, each	\$ <del>35</del> <u>45</u> .00
	Recreational vehicles, each	<del>40</del> <u>50</u> .00
	Motorcycles, each	<del>30</del> <u>40</u> .00
	Automobiles, motor vehicles or recreational vehicles, not for hire, registered to a "senior citizen" 65 years of age or over (limited to 1 per "senior citizen"), each	<del>10</del> <u>20</u> .00
	Motor vehicles of the first division and of the second division weighing no more than 8,000 pounds for which the secretary of state of the state of Illinois has issued handicapped registration plates or permanent placard (1 vehicle per placard) for handicapped persons as defined in 625 Illinois Compiled Statutes 5/1-159.1 and 5/3-616, each	<del>10</del> <u>20</u> .00
	Dealer motor vehicles with dealer plates, each	<del>30</del> <u>40</u> .00
B.	Motor Vehicles Of The Second Division <sup>2</sup> :	
	Vehicles of the second division, such as motor trucks, trailers or semitrailers, tractors, coaches, or buses, according to the secretary of state classification, as follows:	
	Class B - 8,000 pounds and less (including vehicle and maximum load), each	<del>40</del> <u>50</u> .00
	Class D - 8,001 pounds to 12,000 pounds (including vehicle and maximum load), each	<del>70</del> <u>80</u> .00

	Class F - 12,001 pounds to 16,000 pounds (including vehicle and maximum load), each	<del>85</del> <u>95</u> .00
	Class H - 16,001 pounds to 26,000 pounds (including vehicle and maximum load), each	<del>100</del> <u>110</u> .00
	Class J and above - in excess of 26,000 pounds (including vehicle and maximum load), each	<del>120</del> <u>130</u> .00

Notes

1. As defined in 625 ILCS 5/1-217.
2. As defined in 625 ILCS 5/1-217.

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

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

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

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8<sup>th</sup> day of September, 2025.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

APPROVED by me this 8<sup>th</sup> day of September, 2025.

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

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

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

*Memorandum*

**TO: Mayor Hoskins; Village Administrator Rachell Entler**

**FROM: Chief Ken Gross**

**DATE: 28Aug25**

**SUBJECT: Property Disposal – 2008 Chrysler Aspen**

Handwritten signature of Ken Gross and the date 28 Aug 25.

The police department has a seized vehicle in its fleet of motor vehicles that it would like Village Council approval to dispose of because of age, mileage and repair needs.

Car 508 – 2008 Chrysler Aspen -- VIN: 1A8HW58N48F117628

Thank you

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

**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 one (1) 2008 Chrysler Aspen (VIN #1A8HW58N48F117628 is no longer necessary, or useful to, or for the best interests of the Village, and further find that it is in the best interest of the Village to dispose of said property.

**Section 2:** The corporate authorities hereby authorize the Village Administrator to sell or otherwise dispose of one (1) 2008 Chrysler Aspen (VIN #1A8HW58N48F117628.

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 8<sup>th</sup> day of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

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

ATTEST:

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

**A RESOLUTION APPROVING AND AUTHORIZING A 6b CLASSIFICATION  
FOR 7501 INDUSTRIAL DRIVE, FOREST PARK, ILLINOIS  
(CHICAGO SPECIALTY BAKERS, INC.)**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) desire to promote and preserve industrial uses in the Village; and

WHEREAS, the corporate authorities of the Village have received a request from Chicago Specialty Bakers, Inc. (“Applicant”) to support and consent to the filing of an application for a Class 6b tax incentive based on Substantial Rehabilitation and Re-Occupation of Abandoned Property with Special Circumstance and Purchase for Value for the property located at 7501 Industrial Drive, Forest Park, Illinois, Permanent Parcel No. 15-24-404-024-0000 (the “Subject Property”), with a legal description of:

LOT 1 IN THE FINAL PLAT OF WEINSTEIN MEATS RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN WEINSTEIN MEATS SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 253.33 FEET OF THE WEST 263.48 FEET OF LOT 12 IN FOREST PARK INDUSTRIAL CENTER, INC, RESUBDIVISION OF BLOCKS 1 AND 2 AND LOTS 5 THROUGH 14 OF THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 7, 2009 AS DOCUMENT NUMBER 0900745077, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Applicant intends to rehabilitate, occupy and use the Subject Property for industrial purposes, specifically, general food production and storage in support of its overall operations; and

WHEREAS, the corporate authorities have received information regarding said request, including the Class 6b incentive application and Economic Disclosure Statement, in accordance with the Cook County Board; and

WHEREAS, the Village is willing to assist the Applicant in receiving the Class 6b tax incentive for the Subject Property, provided the Village receives certain assurances from the Applicant relating thereto, given that the operation of the Applicant’s business in the Village should be beneficial to the economic vitality of the Village, as more specifically set forth in the

Development Agreement, attached hereto as Exhibit A and made a part hereof (the “Development Agreement”); and

WHEREAS, the Applicant will employ a minimum of 50 full-time employees for the business to be located on the Subject Property (the “Facility”) within a two-year period following the completion of construction and the installation of all equipment, and will hire a minimum of 30-100 additional employees within a four-year period following the completion of construction and the installation of all equipment; and

WHEREAS, the Applicant will invest a minimum of Five Million and 00/100 Dollars (\$5,000,000.00) in additional capital improvements to the facility by June 30, 2027. Those capital improvements may include, but shall not be limited to, those set forth in the Class 6b application submitted in support of this request for the Class 6b tax incentive; and

WHEREAS, the Applicant will, on an annual basis, provide the Village with the number of employees at the Facility, along with documentation from the Cook County Assessor, and tax application that depicts the land value and all line item improvements associated with the Subject Property and the Facility, as well as the new replacement cost assigned to the Subject Property and the Facility by the Cook County Assessor.

WHEREAS, the Village may grant an extension of the deadlines to satisfy the employment and capital improvement requirements as set forth above by six (6) months, provided that the Applicant demonstrates good cause and provides satisfactory evidence.

WHEREAS, the Village may grant a thirty (30) day period to cure any failure on the Applicant’s part to provide, on an annual basis, the Village with the number of employees at the Facility, the abovementioned documentation from the Cook County Assessor, and the abovementioned tax application.

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. Subject to the Applicant entering into and performing the Development Agreement with the Village, the Village hereby supports and consents to the filing of an application for a Class 6b classification for the Subject Property.

Section 3. The Village finds that it is necessary for development to occur on the Subject Property that the Subject Property be classified as 6b and that it supports and consents to a Class 6b on the Subject Property.

Section 4. The Village finds that a Class 6b tax incentive is necessary for the industrial enterprise and that without such designation, the Applicant's enterprise would not be economically viable, causing the Subject Property to be in imminent risk of remaining vacant and unused.

Section 5. The Development Agreement (Exhibit A) is hereby approved, and the Mayor is hereby authorized and directed to sign the same on behalf of the Village.

Section 6. In return for receiving the Class 6b tax incentive classification for the Subject Property, the Applicant stipulates and agrees that in the event of a termination of qualifying for the Class 6b Incentive, Applicant consents that the Subject Property shall be reclassified to Class 5.

Section 7. The Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

Section 8. This Resolution shall be in full force and effect upon its passage as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 8<sup>th</sup> day of September, 2025.

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

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

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

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

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

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



**EXHIBIT A**

**DEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF FOREST PARK AND CHICAGO SPECIALTY BAKERS, INC.  
FOR THE APPROVAL OF A COOK COUNTY CLASS 6b REAL ESTATE TAX  
CLASSIFICATION FOR 7501 INDUSTRIAL DRIVE, FOREST PARK, ILLINOIS**

**DEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF FOREST PARK AND CHICAGO SPECIALTY BAKERS, INC.  
FOR THE APPROVAL OF A COOK COUNTY CLASS 6b REAL ESTATE TAX  
CLASSIFICATION FOR 7501 INDUSTRIAL DRIVE, FOREST PARK, ILLINOIS**

THIS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF FOREST PARK, an Illinois municipal corporation (the “Village”), and CHICAGO SPECIALTY BAKERS, INC., an Illinois incorporated company (“CSB”).

**RECITALS**

A. CSB is the contract purchaser of the following described property:

LOT 1 IN THE FINAL PLAT OF WEINSTEIN MEATS RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN WEINSTEIN MEATS SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 253.33 FEET OF THE WEST 263.48 FEET OF LOT 12 IN FOREST PARK INDUSTRIAL CENTER, INC, RESUBDIVISION OF BLOCKS 1 AND 2 AND LOTS 5 THROUGH 14 OF THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 7, 2009 AS DOCUMENT NUMBER 0900745077, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number: 15-24-404-024-0000

Common Address: 7501 Industrial Drive, Forest Park, Illinois 60130 (“Subject Property”)

B. CSB intends to use the Subject Property for industrial purposes, specifically, general food production and storage in support of its overall operations at the Subject Property (the “Facility”).

C. CSB is currently seeking a real estate tax incentive under Class 6b of the Cook County Real Property Assessment Classification Ordinance based on Substantial Rehabilitation and Re-Occupation of Abandoned Property with Special Circumstance and Purchase for Value (the “Incentive”) and seeking the Village’s assistance in obtaining the approval of the Incentive.

D. The Village is willing to assist CSB in obtaining the approval of the Incentive, provided the Village receives certain assurances from CSB relating thereto, given that the operation of CSB’s business in the Village should be beneficial to the economic vitality of the Village.

IN CONSIDERATION OF the Recitals set forth above, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged and agreed to by CSB and the Village, CSB and the Village agree as follows:

Section 1. The Village shall approve recommending the Incentive for the Subject Property and the Facility, subject to the terms and conditions herein.

Section 2. CSB will employ a minimum of 50 full-time employees at the Facility that is located on the Subject Property within a two-year period following the completion of construction and the installation of all equipment, which is to be maintained for the term of the Incentive. CSB will hire a minimum of 30-100 additional employees within a four-year period following the completion of construction and the installation of all equipment.

Section 3. CSB will invest a minimum of Five Million and 00/100 Dollars (\$5,000,000.00) in additional capital improvements to the Facility by June 30, 2027. Those capital improvements may include but shall not be limited to those set forth in the 6b application submitted in support of this request for the Incentive.

Section 4. CSB shall, on an annual basis, provide the Village with the number of employees at the Facility, along with documentation from the Cook County Assessor and CSB that depicts the land value and all line-item improvements associated with the Subject Property and the Facility, as well as the new replacement cost (*i.e.*, the Facility's market value) assigned to the Subject Property and the Facility by the Cook County Assessor. CSB will provide the Village with copies of any affidavits submitted to the Cook County Assessor as required to be in compliance with and to the Incentive.

Section 5. If CSB does not comply with the requirements set forth in Sections 2 and 3 above, and/or does not comply with Section 4 above on an annual basis:

A. The Village may grant an extension of CSB's performance of Sections 2 and 3 by six (6) months for good cause and upon submission of satisfactory evidence, and a thirty (30) day period to cure a violation of Section 4.

B. The Village may request that the Cook County Assessor terminate the Incentive for the Subject Property; and

C. The Incentive will be terminated if CSB ceases operations during the Incentive period. A Cease Operation Form must be submitted to the Cook County Assessor within thirty (30) days of the end of operations.

D. The Cook County Assessor may terminate the 6b designation under any of the following circumstances:

- Failure to file the required annual affidavit prior to the filing deadline;
- Failure to maintain the Subject Property in substantial compliance with all applicable local building, safety and health codes and requirements;
- Failure to comply with the Class 6b requirements of substantial occupancy.

E. In return for receiving the Incentive classification for the Subject Property, CSB stipules and agrees that in the event of a termination, it hereby consents to a reclassification of the Subject Property to Class 5.

Section 6. Effective Date. This Agreement shall be deemed dated and become effective on the date the last party executes this Agreement, as set forth below, which date shall be inserted on the first page hereof.

VILLAGE OF FOREST PARK

CHICAGO SPECIALTY BAKERS, INC.

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

**A RESOLUTION AUTHORIZING THE WAIVER  
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING  
THE HIRING OF A FULL-TIME ADMINISTRATION/ACCOUNTS PAYABLE CLERK**

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 (1) Administration/Accounts Payable Clerk employee in its Village Clerk’s Office 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 (1) full-time Administration/Accounts Payable Clerk.

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 8<sup>th</sup> day of September, 2025.

AYES:           5            
NAYS:           0            
ABSENT:           0          

APPROVED:

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

ATTESTED:

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

# Forest Park Police Department

Field Services

---

## Memorandum

**TO:** Mayor Hoskins; Village Administrator Rachell Entler

**FROM:** Chief Ken Gross

**DATE:** 28Aug25

**SUBJECT:** Thomas Reuters Clear - Renewal

Handwritten signature in blue ink, possibly 'K. Gross', with the date '28 Aug 25' and initials 'K.G.' written next to it.

---

Thomas Reuters Clear is a research tool that uses public and proprietary data to provide information to law enforcement agencies to assist personnel with investigations. The Forest Park Police Department has utilized this tool for a number of years and finds it to be a valuable asset. See <https://legal.thomsonreuters.com/en/c/clear/law-enforcement> for detailed information.

The police department was recently sent a renewal document that will need Village Council approval prior to being signed.

The police department currently pays \$491.85 per month for this tool. The updated terms are \$516.44 starting September 1, 2025, \$542.26 on September 1, 2026 and \$569.37 beginning on September 1, 2027.

Thank you

cc: D.C. C. Chin  
D. Murphy

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A SUBSCRIPTION RENEWAL AGREEMENT  
BETWEEN THOMSON REUTERS AND THE VILLAGE OF FOREST PARK**

WHEREAS, Thomson Reuters (“T/R”) currently provides the Village of Forest Park (“Village”) Police Department with electronic investigation and identification sources and data (the “Services”); and

WHEREAS, the corporate authorities of Village find it advisable, necessary and in the best interest of the public to renew its subscription agreement with T/R for the Services.

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. That certain Subscription Agreement order form with T/R, a copy of which is attached as Exhibit A, is hereby approved.

Section 3. The Village Police Chief is hereby authorized to execute said Subscription Agreement order form on behalf of the Village.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8<sup>th</sup> day  
of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

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

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

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

**EXHIBIT A**

	<b>Order Form</b>	<b>Order ID:Q-10420085</b>
	Contact your representative <a href="mailto:marty.hanson@thomsonreuters.com">marty.hanson@thomsonreuters.com</a> with any questions. Thank you.	

Subscriber Information		
<b>Sold To Account Address</b> Account #: 1003938666 FOREST PARK POLICE DEPT 517 DES PLAINES AVE FOREST PARK IL 60130-1801 US  "Customer"	<b>Shipping Address</b> Account #: 1003938666 FOREST PARK POLICE DEPT 517 DES PLAINES AVE FOREST PARK IL 60130-1801 US	<b>Billing Address</b> Account #: 1003938666 FOREST PARK POLICE DEPT 517 DES PLAINES AVE FOREST PARK, IL 60130-1801 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Renewal Order Governing Agreement.** Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing.

Renewal Products							
Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
41308780	CLEAR Proflex	0000235167		\$491.85	\$516.44	9/1/2025	36

**Renewal Terms**  
 Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

**Post Renewal Terms**  
 Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins.

**Miscellaneous**  
 The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim

by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Signature for Order ID: Q-10420085**

**ACKNOWLEDGEMENT Q-10420085**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

KEN GROSS  
\_\_\_\_\_

**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 12/24/2025 CT.

	<b>Attachment</b>	<b>Order ID:Q-10420085</b>
	Contact your representative <a href="mailto:marty.hanson@thomsonreuters.com">marty.hanson@thomsonreuters.com</a> with any questions. Thank you.	

Order ID: Q-10420085

**Payment, Shipping and Contact Information**

<b>Payment Method:</b> Payment Method: Bill to Account Account Number: 1003938666 This order is made pursuant to:	<b>Order Confirmation Contact (#28)</b> Contact Name:GROSS, KEN Email:kgross@forestpark.net
--	---

Account Contacts		
Contact Name	Email Address	Customer Type Description

Charges During Renewal Term										
Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$516.44	5.00%	\$542.26	5.00%	\$569.37	N/A	N/A	N/A	N/A

**Charges During Renewal Term**

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing.



**Village of Forest Park**  
**MEMORANDUM**

**TO:** All Elected Village Officials

**FROM:** Sal Stella: Director of Public Works

**DATE:** September 8, 2025

**SUBJECT:** Proposal for Surveying Village Water Infrastructure and Integration into GIS Mapping System

Dear Council Members,

This memo is to inform and request your consideration and vote on a proposal to initiate a comprehensive survey of the Village's water infrastructure and integrate the findings into the Village's Geographic Information System (GIS).

**Purpose of the Proposal:**

The primary objective is to enhance the Village's ability to manage, maintain, and plan improvements to its water infrastructure. By conducting a detailed survey and mapping the infrastructure within our GIS system, we will gain:

- Accurate and up-to-date data on water mains, valves, hydrants, and other critical components.
- Improved response capabilities for maintenance and emergency situations, such as water main breaks.
- Enhanced planning and budgeting for future infrastructure upgrades.
- A centralized digital resource for public works and engineering departments. CBBEL will be able to use up to date data to cut costs on design for future water main replacement projects. They will also be able to update the GIS maps in real time after any new water project.

**Scope of Work:**

The proposed project will include:

- Field survey of all water infrastructure assets.
- Data collection and verification.
- Integration of surveyed data into the Village's existing GIS platform.
- Staff training and documentation for ongoing GIS use and updates.

**Funding and Implementation:**

Funding for the implementation of the Village's water system into our GIS platform, along with future sewer surveying & GIS mapping will come out of the Village's VIP funds. Proper approval by the Village Administrator & Finance Director was granted.

**Summary:**

This proposal represents a strategic investment in the Village's infrastructure management capabilities. By approving the survey and GIS integration, the Council will enable more efficient operations, better-informed decision-making, and long-term cost savings. A vote is requested to move forward with this initiative.

Please review the attached proposal from CBBEL prior to the meeting. Should you have any questions or require additional information, feel free to reach out ahead of time.

Sincerely,



Sal Stella  
Director of Public Works  
Village of Forest Park

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

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR A  
SURVEY AND GIS OF THE VILLAGE OF FOREST PARK WATER ATLAS  
BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.  
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") proposes to undertake and complete a survey and GIS of the Village of Forest Park Water Atlas ("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 conducting the Project and that 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 implement and provide oversight for the Project.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional engineering services for conducting the Project.

Section 3. That certain "Professional Engineering Service Proposal for Survey and GIS for Preparation of the Village's Water Atlas" between the Village and Burke for the

estimated fee of Fifty-One Thousand and 00/100 Dollars (\$51,000.00) ("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 8<sup>th</sup> day of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

---

Rory E. Hoskins, Mayor

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

---

Vanessa Belmonte, Village Clerk

**EXHIBIT A**

**Professional Engineering Services Proposal for  
Survey and GIS for Preparation of Village's Water Atlas**



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

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

August 5, 2025

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

Attention: Mr. Sal Stella, Public Works Director

Subject: Professional Engineering Services Proposal for Survey and GIS for  
preparation of the Village's Water Atlas

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of the Village's detailed Water Atlas 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 would like CBBEL to prepare a detailed Village-wide Water Atlas using both hard survey and GIS technologies.

**SCOPE OF WORK**

**Task 1 – Field Location / Incorporation of GIS Water Atlas**

Utility atlas will be developed based on field observations with the use of GPS and conventional surveying methods. These methods will require field crews to collect pipe sizes by opening each structure. Our field crews will survey the locations of all water valve vault structures and fire hydrants. The following scope items will be included in this task:

- Compile data and information of existing published vertical control monuments in the immediate vicinity of the Village of Forest Park.
- Field reconnaissance to determine the existing condition of the vertical control monuments gathered from the first bullet point above.
- Locating structures will consist of locating all public structures using standard GPS and conventional surveying methods. The horizontal locations and rim elevations (as applicable) will be determined based on NAD '83 (2011) Horizontal Datum and NAVD '88 vertical datum. The surveyed structure locations will be downloaded into the base mapping. It is estimated that our two-man crew with GPS equipment will be able to locate approximately 125 structures per day depending on weather and the condition of the structures. The crews will measure down from the known rim

elevation to determine the top of pipe elevations. Pipe sizes will be determined by measurement and it is estimated that our two-man crew can complete 60 structures per day.

- Data Base/Drafting. CBBEL will utilize the information collected above to develop a water main atlas. Drafts of each sheet will be submitted to Public Works for review and comment. For difficult locations, CBBEL will ask Public Works to clean/inspect structures prior to re-surveying them. Atlas sheets will be developed in MicroStation format for preparation to be imported into the Village's existing GIS system.

### **DELIVERABLES**

CBBEL will provide the Village with a complete hard copy atlas/exhibit sheets for their use, analysis, and comment. CBBEL will incorporate comments received and will provide the Village with a completed atlas. CBBEL will also provide a MicroStation-based CAD file of the completed utility system.

#### **Task 2 – GIS Water Atlas Preparation**

CBBEL will convert all collected CAD data into a GIS geodatabase using Arc GIS Pro. This data will then be used to create an updated atlas. This data will also then be available via Arc Online through the village's account for use in the field and office computers.

#### **Task 3 – Meetings and Coordination**

CBBEL will coordinate with the Village throughout the duration of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that one (1) meeting will be held with Village Staff.

### **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 – Field Location / Incorporation of GIS	\$ 45,000
Task 2 – GIS Atlas Preparation	\$ 4,000
Task 3 – Meetings and Coordination	\$ 2,000
<b>TOTAL</b>	<b>\$ 51,000</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and General Terms and Conditions. Direct costs for blueprints, photocopying, mailing overnight delivery, messenger services and report compilation are not 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. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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: \_\_\_\_\_

**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
 <u>Direct Costs</u>	
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 APPROVING AND RATIFYING THE EXECUTION OF  
AN APPLICATION FOR A COOK COUNTY DISASTER RESPONSE  
AND RECOVERY FUND AWARD AGREEMENT BETWEEN THE  
COUNTY OF COOK AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (“Village”) has made application for and has received a Cook County Response and Recovery Fund Award from the County of Cook (“Award”); and

WHEREAS, the Village deems it advisable, necessary and in public interest that the Village confirm and ratify the Cook County Disaster Response and Recovery Fund Agreement (“Agreement”) for the Award.

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

Section 1. The application for the Award and the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A and on file with the Village Clerk, is hereby approved, and the prior execution thereof by the Mayor, is hereby ratified, and the execution thereof to constitute conclusive evidence of approval of same.

Section 2. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to perform the Agreement and carry out the purpose and intent of this Resolution and the Award.

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 8<sup>th</sup> day of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

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

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

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

**EXHIBIT A**

**Agreement**

file

**COOK COUNTY DISASTER RESPONSE AND RECOVERY FUND AWARD AGREEMENT  
BETWEEN  
THE COUNTY OF COOK  
AND  
THE VILLAGE OF FOREST PARK, ILLINOIS**

**THIS COOK COUNTY DISASTER RESPONSE AND RECOVERY FUND AGREEMENT** ("Agreement") is entered into between the County of Cook ("County" or "Grantor"), a body politic and corporate of the State of Illinois, acting through its Department of Emergency Management and Regional Security ("EMRS"), and the Village of Forest Park, a body politic and corporate of the State of Illinois, ("Grantee"), each a "Party" and collectively, "Parties".

**RECITALS**

**WHEREAS**, on November 16, 2023, the Cook County Board of Commissioners established the Cook County Disaster Response and Recovery Fund (hereinafter "Fund" or "DRRF") to ensure financial resources are available to support timely local response and recovery efforts within Cook County in the event of a County, State, or Federal disaster proclamation; and

**WHEREAS**, the Fund may be used to pay municipal or local government costs related to disaster response and recovery; and

**WHEREAS**, on July 14 and July 15, 2024, Cook County, Illinois, incurred two consecutive days of severe weather that included a rare derecho-event (damaging straight-line windstorm) and at least 16 confirmed tornadoes (collectively, "Severe Weather Event"); the Severe Weather Event caused extensive damage to public and private property within Cook County municipalities; and the circumstances surrounding these storms resulted in widespread or severe damage, injury, or loss of property; and

**WHEREAS**, on August 12, 2024, Toni Preckwinkle, President of the Cook County Board of Commissioners, proclaimed a local disaster existed within Cook County because of the Severe Weather Event;

**WHEREAS**, the Grantee has applied for FY 2025 Fund assistance for response and recovery costs incurred because of the Severe Weather Event; and

**WHEREAS**, the County deems it necessary to assist the Grantee in fiscal year 2025 by reimbursing Grantee for eligible response and recovery costs incurred because of the Severe Weather Event, as further detailed in this Agreement;

**NOW, THEREFORE**, County and Grantee agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.

**ARTICLE II  
GRANTEE INFORMATION AND CERTIFICATION**

2.1. Nature of Entity; FEIN Number; UEI Number; DUNS Number. Grantee certifies the following information is true and accurate:

Grantee's  a unit of government,  an institution of higher education,  a nonprofit organization;

Grantee's correct FEIN is 36-6005875; and

Grantee's correct UEI is JGWJBEJKDTF6

2.2. Certification and Acknowledgment. By executing this Agreement, Grantee certifies that (i) all representations made in this Agreement are true and correct and (ii) all funds granted pursuant to this Agreement shall be used only for the purpose(s) described herein.

**ARTICLE III  
TERMS AND CONDITIONS**

3.1. Term. The term of this Agreement shall be effective on the date that this Agreement is fully executed by both parties ("Effective Date") and shall expire upon Grantee's receipt of its 2025 DRRF award ("Expiration Date").

3.2. Purpose of Agreement. The purpose of this Agreement is to reimburse Grantee for response and recovery costs incurred because of the Severe Weather Event ("Project") described in Grantee's 2025 Fund application dated January 14, 2025 ("Application"), attached hereto as Exhibit A, and made a part hereof.

3.3. Amount of Grant and Use of Funds.

(a) Grantee's 2025 Fund award is for an amount not to exceed Two Thousand Twenty-Three and 00/100 Dollars (\$2,023.00) from Cook County Fund Account # 11292.10155.1265.580171. Grantee's eligible Project costs are itemized in Exhibit B, attached hereto and made a part hereof.

(b) The DRRF award shall only be used to reimburse the Grantee for its eligible Severe Weather Event response and recovery costs described in its Application. The Grantee acknowledges and understands any indirect costs associated with the Project are not an allowable Project cost.

3.4. Assurances; Other Requirements. The County has elected to follow Federal and State laws, regulations and policies governing Federal disaster relief financial assistance to administer the Fund. Grantee acknowledges and agrees to comply with federal and state requirements pertaining to declared disaster relief, including but not limited to the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance")  
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)

- ii. **Public Assistance Program and Policy Guide (ver. 4)**  
[https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)
- iii. **The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2025**  
[https://www.dhs.gov/sites/default/files/2025-04/2025\\_0418\\_fy2025\\_dhs\\_terms\\_and\\_conditions\\_version\\_3.pdf](https://www.dhs.gov/sites/default/files/2025-04/2025_0418_fy2025_dhs_terms_and_conditions_version_3.pdf)
- iv. **Illinois Emergency Management Agency Federal Grants Policy Manual**  
<https://iemaohs.illinois.gov/content/dam/soi/en/web/iemaohs/hs/documents/iema-federal-grants-policy-manual.pdf>

In addition, Grantee shall comply with all applicable Federal and State laws, regulations and policies pertaining to the Project.

The requirements in this Section 3.4 (collectively "Requirements"), are hereby incorporated into this Agreement by reference as if fully set forth herein.

By executing this Agreement, Grantee acknowledges and agrees it accepts the Requirements as binding.

3.5 **Procurement Requirements.** Grantee shall follow its own procurement requirements if those requirements comply with all applicable Requirements.

3.6 **Accounting Requirements.** Grantee shall maintain effective control and accountability over all funds it receives from County, including accountability over all equipment, property, goods and other assets acquired under this Agreement. The Grantee shall keep records sufficient to permit the tracking of such funds to ensure that expenditures are made in accordance with this Agreement and Requirements.

3.7 **Financial Management and System of Internal Controls.** Grantee must:

- i. Establish and maintain effective internal control over the award that provides reasonable assurance that it is managing the DRRF Award in compliance with the Agreement and applicable Requirements.
- ii. Comply with the terms and conditions of applicable Requirements.
- iii. Evaluate and monitor its compliance with the terms and conditions of the Requirements.
- iv. Take prompt action when instances of noncompliance are identified by County including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information that Grantee considers sensitive consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

3.8 **Project or Budget Revisions.** The Grantee shall only use the funds provided under this

Agreement for the itemized expenditures identified in Grantee's DRRF Application and shall not spend more than the specified amount for each such itemized expenditure. The Grantee may request, in writing, approval from EMRS to modify the expenditures itemized or the amounts specified in its Application. Any request for project or budget revisions must be submitted for review and approval to the County using the Project Modification Request Form (Exhibit C). This request shall be submitted in the form and manner specified by the EMRS. The Grantee must obtain EMRS' written approval prior to making an expenditure that is not in compliance with its Application.

3.9 Project Completion. Grantee shall complete the Project, which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date.

3.10 Close Out Financial Report. Grantee must submit to EMRS a final close-out financial report and narrative in a format approved by EMRS no later than forty-five (45) days after receiving its award, using the format provided in Exhibit D.

3.11 Record Keeping. Grantee shall (i) maintain records for equipment, non-expendable personal property, and real property and (ii) as often as deemed necessary by County or any of its duly designated representative(s), to have full access to and the right to examine any pertinent books, documents, papers, and records of the Grantee involving transactions related to this Agreement. This provision requires, at a minimum, that Grantee shall (i) cooperate with any compliance review or complaint investigation conducted by the County, (ii) maintain appropriate backup documentation, and (iii) comply with all other special reporting, data collection and evaluation requirements as may be required by the County.

#### **ARTICLE IV PAYMENT**

4.1 Basis of Payment. The Grantee will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Grantee pursuant to Exhibit B.

4.2 Method of Payment.

(a) Grantee will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Grantee in such detail and supported by such documents as the County requires.

4.3 Allowable Project Costs. All Project costs allowed by the County are not considered final and may be disallowed upon the completion of audits ordered or performed by the County. In the event of a disallowance, the Grantee will refund the amount disallowed to the County.

4.5 Project Cost Eligibility Requirements. Grantee's eligible Project costs shall be determined according to the following:

- i. FEMA Public Assistance Cost Criteria: Costs submitted are in alignment with criteria described in Chapter VI of the Public Assistance Program and Policy Guide.

- ii. **Time Period:** Disaster response and recovery efforts were conducted during and subsequent to the Severe Weather Event.
- iii. **Proof of Payment:** Invoice(s), work order(s), or any other forms of proof of payment were issued for work related to the defined FEMA Public Assistance Cost Criteria and Time Period.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants that each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- i. **Legal Authority.** Grantee's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Grantee's governing body. The signature of the individual signing on the Grantee's behalf has been made with complete and full authority to commit the Grantee to all the terms and conditions of this Agreement. Grantee must provide evidence of signature authority and the Grantee Signature Authorization Form (Exhibit E) to the County with the executed Agreement).
- ii. **No Misstatements.** No document furnished or to be furnished by Grantee to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any materially untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- iii. **Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:
  - a. Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DHS at 2 C.F.R. Part 3000.
  - b. Grantee complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DHS at 2 C.F.R. Part 3000.44 C.F.R. Part 18.
  - c. Grantee complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and as implemented by DHS at 2 C.F.R. Part 3001.
  - d. Grantee is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Grantee acknowledges that the foregoing representations, warranties, and certifications of eligibility to receive Federal funds are material terms of the Agreement.

**ARTICLE VI  
REQUIRED CERTIFICATIONS AND ASSURANCES**

Grantee shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Grantee including without limitation the following:

- i. No Pending Application(s) Disclosure. Grantee has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Grantees' DRRF Application. If Grantee cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit F) upon execution of this Agreement.
- ii. Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.
- iii. Criminal Convictions. Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.

**ARTICLE VII  
CIVIL RIGHTS COMPLIANCE**

Grantee will comply, as applicable, with all Federal and State laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- i. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- iii. The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.
- iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.
- v. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

- vi. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

#### **ARTICLE VIII**

##### **MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1 Records Retention. The Grantee shall maintain for five (5) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the DRRF Award. If any litigation, claim, or audit related to DRRF Award expenditures contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Grantee shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, and any other person(s) as may be authorized by the County (including auditors). The Grantee shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VIII shall establish a presumption in favor of the County for the recovery of any funds paid by the County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 Monitoring and Access to Information. Grantee must monitor its activities to ensure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Grantee to ensure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the DRRF Award. The County may make site visits as warranted by program needs.

#### **ARTICLE IX**

##### **NOTICE; ORGANIZATIONAL CHANGES; LIAISONS**

9.1 Notice. All notices shall be in writing, sent either by overnight courier delivery service or by certified mail, return receipt requested, with proper postage pre-paid, with a confirmatory email. Confirmatory emails are a convenience to the Parties, and not a substitute for personal or mailed delivery. Notice shall be deemed to have been given on the date of courier/personal delivery or deposited in the United States mail. Notices shall be addressed as follows:

**To the County:**

Cook County Department of Emergency Management  
and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
Attn: Interim Executive Director  
Email: [Angela.Gilkes@cookcountyil.gov](mailto:Angela.Gilkes@cookcountyil.gov)

With a copy to:

Cook County Department of Emergency Management  
and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
Attn: Associate Director of Finance  
Email: [EMRS\\_Finance@cookcountyil.gov](mailto:EMRS_Finance@cookcountyil.gov)

**To the Grantee:**

Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130  
Attn: Office of the Mayor  
Email: [mayor@forestpark.net](mailto:mayor@forestpark.net)

9.2 Project Liaisons. The following individuals are authorized to act as the liaisons for the Project:

**For County:**

Benjamin Greller, Grant Analyst  
Cook County Department of Emergency Management  
and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
Email: [benjamin.greller@cookcountyil.gov](mailto:benjamin.greller@cookcountyil.gov)

**For Grantee:**

Sal Stella, Director of Public Works  
517 Des Plaines Avenue  
Forest Park, Illinois 60130  
Email: [sstella@forestpark.net](mailto:sstella@forestpark.net)

**ARTICLE X  
MISCELLANEOUS**

10.1 Assignment Prohibited. The Grantee acknowledges that this Agreement (including Grantee's right to receive payments hereunder) may not be sold, assigned, or transferred in

any manner by Grantee. Any actual or attempted sale, assignment, or transfer by Grantee without the prior written approval of the County shall render this Agreement null, void and of no further effect.

10.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

10.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

10.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

10.5 Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

10.6 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, and Cook County Code of Ordinances.

10.7 Indemnification. The Grantee shall indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

10.8 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the state Freedom of Information Act.

10.9 Office of the Independent Inspector General. Grantee agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

10.10 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.11 Attachments. This Agreement has the following attachments which are incorporated into this Agreement as if set out:

- Exhibit A: 2025 Fund Application dated January 14, 2025
- Exhibit B: Eligible Project Costs
- Exhibit C: Project Modification Request Form
- Exhibit D: Final Close-Out Financial Report Form
- Exhibit E: Signature Authorization Form
- Exhibit F: Disclosure of Pending Applications Form

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

10.12 Entire Agreement. Grantee and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or County.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

**END OF PAGE  
SIGNATURE PAGE FOLLOWS**

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**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the Parties through their authorized representatives as set forth below.

**ON BEHALF OF THE COUNTY OF COOK:**

  
\_\_\_\_\_  
Angela Gilkes, Interim Executive Director  
Department of Emergency Management and Regional Security

Date: 8.12.2025

**ON BEHALF OF THE VILLAGE OF FOREST PARK:**

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

Date: 7/30/2025

**EXHIBIT A**  
**GRANTEE DRRF APPLICATION DATED JANUARY 14, 2025**



**COOK COUNTY DISASTER RESPONSE AND RECOVERY FUND**

<b>Municipality:</b>	Village of Forest Park	<b>Date:</b>	January 14, 2025
<b>FEIN:</b>	36-6005875	<b>UEI:</b>	
<b>DUNS:</b>			
<b>Project Name:</b>	Severe storms and tornadoes on July 14 and 15, 2024	<b>Primary Project Contact</b>	<b>Name:</b> Sal Stella
			<b>Phone:</b> 708-366-4876
			<b>Email:</b> sstella@forestpark.net

**1. Describe your request you seek funding for?**

Projects must respond to a declared disaster. The fund is designed to help municipalities deal with emergency responses.

Storm related costs to clear debris and remove trees. In house overtime and contractor fees.

**2. What is the total amount requested for reimbursement?**

\$13,612.00

**3. Describe the timeline of your request with key milestones that clearly outline activities that lead up to the completion of your project. In other words, how do you plan to move from the emergency response to an ongoing recovery situation?**

Public Works was dispatched the night of July 15 in anticipation of the storms. Once the storms rolled through, the crews hit the streets and started to clear debris and take down, dangerous, damaged trees. The crews worked all night to make the public way safe. Crews worked 8 hours a day, for an entire week, to clear all storm damage off the public way. A contracted tree service was called out to assist Public Works with trees that were too large for their equipment.

**Cook County Department of Emergency Management and Regional Security  
COOK COUNTY DISASTER RESPONSE AND RECOVERY FUND**

**4. Provide a budget breakdown of all the costs you are seeking funds for reimbursement. Please list any contracts you have in place, their duration, the costs associated with each contract, and if you are simply purchasing goods or services on an as needed basis, please list those costs as well.**

Night shift employee @ 38.16 x 8hrs = \$305  
4 employee for 8hrs OT each @ 51.12 = \$1,636.0  
5 employees during regular hours @ 34.08 for 5 days (40hrs each) = \$6,816.00, Contracted services = \$1,855.00  
Equipment fuel cost for the week = \$2,000.00  
Debris removal equipment & tools = \$1,000.00  
**TOTAL: \$13,612.00**

**5. What, if any, existing funding is in place for the proposed request(s) and how will the emergency fund match or supplement your available funding?**

No extra funding is in place. The monies that were allocated to pay for the expenses comes out of the Village's operating budget and is taken from their general fund.

**6. How long do you need funding? Please specify the length of time you seek funding.**

A one time payment to take care of the money paid to clear all the storm debris.

**7. Above in Question #4 we ask about existing contracts - if you do not have contracts in place, what is the procurement process in place to obtain goods or services? Will you need assistance in procuring goods or services?**

The Village has an on call Tree Service they can call to assist with any storm damage. It is on an as needed basis. No additional help needed.

**8. What plans or funding exist to sustain the project once emergency funds are exhausted?**

The emergency funds will replenish the Village's general fund and make it whole from storm damage payments.

**EXHIBIT B  
ELIGIBLE PROJECT COSTS**



**Cook County Department of Emergency Management and Regional Security  
DRRF Grantee – Approved Eligible Project Costs**

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**Grantee:** Forest Park

**DRRF Contract #:** \_\_\_\_\_

**Program Category:** Public Assistance

**Account String:** 11292.10155.1265.580171

**DRRF Award Year:** 2025

<b>Expenditure Category</b>	<b>Subcategory</b>	<b>Amount Approved</b>
Category A- Debris Removal	Overtime Labor	\$ 1,825
	Equipment	\$ 198
	Contracting	\$
Category B- Emergency Protective Measures	Overtime Labor	\$
	Equipment	\$
	Material Costs	\$
Category C- Road and Bridge Systems	Regular and Overtime Labor	\$
	Equipment	\$
	Contracting	\$
Category D- Water Control Facilities	Regular and Overtime Labor	\$
	Equipment	\$
	Material Costs	\$
Category E- Buildings and Equipment	Regular and Overtime Labor	\$
	Equipment	\$
	Material Costs	\$
Category F- Utility Systems	Regular and Overtime Labor	\$
	Equipment	\$
	Contracting	\$
Category G – Parks, Rec, & Other	Overtime Labor	\$
	Contracting	\$
	<b>TOTAL AWARD</b>	<b>\$ 2,023</b>

**EXHIBIT C  
PROJECT MODIFICATION REQUEST FORM**



**Cook County Department of Emergency Management and Regional Security  
DRRF Program/Project Modification Request Form**

Grantee: \_\_\_\_\_ DRRF Contract #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_ DRRF Grant Award Year: \_\_\_\_\_  
 Type of Modification: \_\_\_\_\_  
 Scope of Services: \_\_\_\_\_

**Instructions - Please respond to the questions below. Incomplete forms will not be considered.**

1. Is the modification requested within the original approved category? Please explain.  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Will the modification request allow for the project to be completed within the original performance period of the project?  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Have the original project objectives for the project been accomplished? Please explain:  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please indicate the proposed associated budget (\$\$) impacts below (if applicable):  
 \_\_\_\_\_  
 \_\_\_\_\_

**Grantee Authorized Signatory**  
 Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Cook County Department of Emergency Management and Regional Security  
DRRF Program/Project Modification Request Form**

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**THIS SECTION TO BE COMPLETED BY EMRS**

Grant Coordinator

Deputy Director of Finance

Name: Sal Stella

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved     Denied

Approved     Denied

**COMMENTS:**

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**EXHIBIT D**  
**FINAL CLOSE-OUT FINANCIAL REPORT FORM**



**EXHIBIT E**  
**SIGNATURE AUTHORIZATION FORM**



**Cook County Department of Emergency Management and Regional Security  
Grantee Signature Authorization Form**

Please check one:  Initial Authorization     Revised Authorization     Cancel Authorization

**THIS SECTION TO BE COMPLETED BY DEMRS**

Contract # \_\_\_\_\_ FY: \_\_\_\_\_ Fund: \_\_\_\_\_ Project: \_\_\_\_\_

\_\_\_\_\_ Grant Start Date    \_\_\_\_\_ Grant End Date  
DRRF Grant Program and Year

**THIS SECTION TO BE COMPLETED BY GRANTEE**

Grantee Name <u>Village of Forest Park</u>	Agency FEIN <u>36-6005875</u>
Address <u>517 Des Plaines</u>	City, State <u>Forest Park IL 60130</u>
Grantee Contact Name <u>Rory Hoskins</u>	Grantee Contact Phone# <u>708-615-6200</u>
Grantee Contact Email <u>Mayorhoskins@forestpark.net</u>	Grantee Contact Fax # _____

**THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DEMRS AND THE GRANTEE IDENTIFIED ABOVE.**

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the above indicated grant program funded by Cook County.

AUTHORIZED PERSON'S SIGNATURE: \_\_\_\_\_  
 AUTHORIZED PERSON'S NAME (print): Rory Hoskins  
 AUTHORIZED PERSON'S TITLE: Mayor

Describe any limitations on the above person's authority here: NA

This authorization is approved for this Grantee by:  
 AUTHORIZED PERSON'S SIGNATURE: \_\_\_\_\_  
 AUTHORIZED PERSON'S NAME (print): Vanessa Belmonte  
 AUTHORIZED PERSON'S TITLE: Village Clerk  
 DATE OF THIS APPROVAL: August 2, 2025

This form is to be completed as part of executing Grantee agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DEMRS. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority

**EXHIBIT F  
DISCLOSURE OF PENDING APPLICATIONS FORM**



### Grantee Disclosure of Pending Applications

Grantee: Village of Forest Park DRRF Contract #: \_\_\_\_\_

Program Category: Disaster Recovery Fund Grant DRRF Grant Award Year: 2024

The Cook County Department of Emergency Management and Regional Security (EMRS) is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work regarding its grants.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to EMRS. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If Village of Forest Park does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Disaster Response and Recovery Fund grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

If Village of Forest Park does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the DRRF Program and will cover the identical cost items outlined in the Grantee's application."  TRUE

If Village of Forest Park does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months.  YES  NO NA

Grantees that have pending or awarded applications must show:

1. The Federal or State funding agency.
2. The solicitation name/project name.
3. The point of contact information at the applicable funding agency.

**EXAMPLE**

Federal or State Funding Agency	Project Name	Point of Contact at Funding Agency	Application Date
IL DPH	SMASS	Jane Doe, 312/000-0000	March 15, 2020

**Grantee Authorized Signatory**

Name (print): Rory Hoskins Signature: \_\_\_\_\_

Title: Mayor Date: January 14, 2025

**A RESOLUTION APPROVING AND RATIFYING THE EXECUTION  
OF PRICING SCHEDULES FOR DIGITAL PHONE SERVICES  
BY AND BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has an existing Master Agreement ("AT&T Master Agreement") with AT&T to coordinate and provide phone services for Village operations; and

WHEREAS, AT&T has developed and submitted to the Village negotiated pricing schedules for digital phone services, pursuant to the respective pricing schedules attached as Exhibit A hereto and made a part hereof ("Pricing Schedules"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and ratify the Pricing Schedules with AT&T for the internet and phone services to be provided by AT&T for Village operations.

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

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

Section 2. The Pricing Schedules, copies of which are attached hereto as Exhibit A, are hereby approved.

Section 3. The Mayor be and is hereby authorized and his prior execution hereof of the Pricing Schedules is hereby ratified, as attached hereto as and made a part hereof as Exhibit A, his execution thereof to constitute conclusive evidence of his approval of the same.

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

Resolved this 8<sup>th</sup> day of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

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

ATTESTED

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

**EXHIBIT A**

**AT&T PRICING SCHEDULES**



Proposal for:

Matt Abood  
 Nordicom Technologies  
[mabood@nordicomtech.com](mailto:mabood@nordicomtech.com)  
 586-223-7168  
 Quote Date: 8/31/25

**Products Proposed:  
 AT&T Dedicated Internet**

Current Service Address	Proposed Solution			One Time Charges
	CURRENT CONNECTION TYPE	CURRENT COST	PROPOSED COST	
517 Des Plaines Ave, Forest Park IL 60130	AT&T 400Mb, Managed Fiber Circuit W/ 23 Call Paths Voice Bundle <i>Expires 5/2025, Renew another 12 months.</i>	\$1,499.00	\$1,499.00	
	Or...			
	400Mb AT&T Dedicated Fiber Circuit		\$781.30	
	23 Call Paths @ \$ 12.60 Each		\$289.80	
	<i>Requires new agreement, would install new circuit, migrate phones lines</i>			
517 Des Plaines Ave, Forest Park IL 60130	AT&T Advanced Phone for Business - Police Dept Fax		\$59.99	
	(Optional) Wireless Backup		\$15.00	
<b>AT&amp;T Internet</b>				
<b>1) Our Experts Can Help Keep Your Connection Highly-Secure</b>		<b>AT&amp;T Wireless Internet Air</b>		
Dedicated Internet is more highly secure than shared connections, and features 24x7 network monitoring and technical support. Add-on services include DDoS protection, managed firewall, and more		5G Available Typical speed ranges: • Download range: 53 - 304 Mbps • Upload range: 3 - 22 Mbps		
<b>2) Help Protect Your Business From Costly Outages</b>				
From payment processing to online booking, your critical applications require a constant connection. Dedicated Internet is protected by world-class Service Level Agreements like 99.95% service reliability.				
<b>3) Your Private Fast Lane</b>				
Unlike broadband, you will get the highly reliable service and speed you pay for – no matter how many other users are on the network. Stay dedicated to your customers by prioritizing traffic, like video conferencing or file exchanges, in near real-time.				

*Above pricing requires a 24 or 36 month service agreement.  
 Above pricing does not include govt. mandated local, state and federal taxes or surcharges.  
 45-50 day installation timeframe*



Sales Contact Information  
Poxson; Deb  
2489543699  
deb@nordicomtech.com

**eSign Fax Cover Sheet** Contract Id: 5239709

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages:** 3  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 5239709
  - II. All Pages stamped with Contract Id: 5239709
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3396468  
Contract Id: 5239709



**AT&T PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
VILLAGE OF FOREST PARK  Street Address: 517 DES PLAINES AVE 7555 JACKSON BL City: FOREST PARK State/Province: IL Zip Code: 60130-1801 Country: United States	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Rachel Entler Title: Manager Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 60130-1801 Country: United States Telephone: 7083662323 Email: rentler@forestpark.net	Name: ATTUID: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input checked="" type="checkbox"/>	
Name: Deb Poxson Company Name: Nordicom Technologies, Inc. (RP) Agent Street Address: 43155 Main Street City: Novi State: MI Zip Code: 48375 Country: United States Telephone: 2489543699 Fax: Email: <a href="mailto:deb@nordicomtech.com">deb@nordicomtech.com</a> Agent Code: 43102	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Phone for Business – Advanced	<a href="http://serviceguidenew.att.com/sq_flashPlayerPage/APBA">http://serviceguidenew.att.com/sq_flashPlayerPage/APBA</a> <a href="http://www.att.com/apbapolicy">http://www.att.com/apbapolicy</a>

Vendor Terms of Service	Vendor Terms of Service Location
DataRemote Inc.	<a href="http://dataremote.com/apba_eula/">http://dataremote.com/apba_eula/</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 month(s)
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule
<b>Rates Effective after the Pricing Schedule Term</b>	Undiscounted non-stabilized Service Guide month to month rates

**3. TERMINATION CHARGES**

If Customer terminates this Pricing Schedule other than for cause or if AT&T terminates the Pricing Schedule for cause prior to end of the Pricing Schedule Term, AT&T will impose Termination Charges consisting of the average Monthly Recurring Charges for Editions for the last 12 months (or if less than 12 months, averaged over the months of active service) multiplied by the number of months remaining in the Term.

**4. ADDITIONAL TERMS AND CONDITIONS**

**4.1. AT&T Phone for Business – Advanced**

**4.1.1. Emergency Calling/911**

Customer acknowledges that emergency calling (911) may not be available with AT&T Phone for Business – Advanced. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Phone for Business – Advanced. Such limitations and advisories are set forth in the AT&T Phone for Business – Advanced Service Guide at [http://serviceguidenew.att.com/sq\\_flashPlayerPage/APBA](http://serviceguidenew.att.com/sq_flashPlayerPage/APBA).

**4.2. Vendor-related terms**

**4.2.1.** The Service includes software and services provided directly to Customer by Vendor(s) under the terms of the separate agreement identified above. Customer execution of this Pricing Schedule is an agreement by Customer to comply with such separate agreement(s).

**4.2.2.** AT&T has no defense, settlement, or indemnification obligations to Customer, Customer Affiliate, Users or Customer personnel arising from the actual or alleged infringement or misappropriation of intellectual property in connection with the use of services or software provided by Vendor.

**5. PRICING**

After the Pricing Schedule Term, Service will continue month-to-month at the prices, terms and conditions then in effect. AT&T may change such prices, terms or conditions on 30 days' prior notice. Customer's existing Services and Services that Customer orders under this Pricing Schedule auto-renew monthly until terminated and will be charged at the rates and any discounts set forth in this Pricing Schedule or, if there

**AT&T and Customer Confidential Information**

Page 2 of 3

(UAIII or equivalent)  
 ROME ID: 1-TET3PS4

AT&T PS  
 AT&T Solution No.FMO755261350784

**AT&T PRICING SCHEDULE**

are no such rates or discounts, at the Service Publication rates. To avoid further service charges, Customer must provide AT&T at least 30 days' written notice (unless the Service Publication specifies a different period) of its intention to terminate a Service or Service Component. Customer also may provide such notice by accessing <https://businesscenter.att.com/ebiz/ebcsupport/v2/index.html#/disconnect>. Any termination before the end of an applicable minimum payment period or minimum retention period may result in the application of an early termination charge.

I consent to the above disclosures.

**5.1. AT&T Phone for Business - Advanced**

**5.1.1. Stabilization Of The Rates**

<b>AT&amp;T Phone for Business - Advanced Stabilization Date of Monthly Recurring Charges*</b>	Rates in effect as specified in the Service Guide on Jun-29-2023
--	--

\*Non-Recurring Charges for AT&T Phone for Business – Advanced are not stabilized. Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates contained in the Service Guide.

**5.1.2. Discounts**

MRC= Monthly Recurring Charges  
 NRC= Non-Recurring Charges

Service Component	Charge Type	Discount
Phone - Advanced as a Service Contract Edition	MRC	40.00%
Wireless Broadbnd Data BU	MRC	40.00%
Phone - Advanced Contract Edition	MRC	40.00%
Phone - Advanced Contract Edition	MRC	40.00%
Wireless Broadbnd Data SVC	MRC	40.00%

<b>FOR AT&amp;T ADMINISTRATIVE USE ONLY</b>	
Rate Plan	AT&T Phone For Business - Advanced As A Service



Contract Id: 8302594  
 MA50003640UA  
 AT&T MA Reference No.: MA50003640UA

Customer Signature Page

<b>Customer</b> VILLAGE OF FOREST PK Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 60130-1801 Country: USA	<b>AT&amp;T</b> AT&T Corp.			
<b>Customer Contact (for notices)</b> Name: Mayor Anthony Calderone Title: Other Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: US Telephone: 7083662323 Fax: Email: mayor@forestpark.net Customer Account Number or Master Account:	<b>AT&amp;T Contact (for notices)</b> Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: US  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>			
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

Documents Appended:	Contract IDs:
AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE Contract ID 8302592 v1.pdf	8302592
AT&T IP FLEXIBLE REACH PRICING SCHEDULE Contract ID 8302590 v1.pdf	8302590

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: eSigned - Mayor Anthony Calderone	By: eSigned - Carla McConnell
Name:	Name:
Title: Other	Title: Associate Director
Date: 30 Jan 2017	Date: 31 Jan 2017 <span style="float: right;">cs-nw136q</span>



**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
VILLAGE OF FOREST PK  Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 60130 Country: United States	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary AT&amp;T Contact</b>
Name: Mayor Anthony Calderone Title: Other Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States Telephone: 7083662323 Fax: Email: mayor@forestpark.net Customer Account Number or Master Account Number: 1-3F78Y2	Name: DAVID LITCHFIELD Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 3126137488 Fax: 1231231234 Email: dl7418@us.att.com Sales/Branch Manager: NICOLAS WOOD SCVP Name: DAVID PALUMBO Sales Strata: Retail Sales Region: US-MIDWEST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. The Rates in this Pricing Schedule apply only to the Services ordered at the Site(s) identified in Customer's associated MIS Express Pricing Schedule and shall not apply to orders for Service at any other Customer locations.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 8302594*

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 8302594*

**AT&T and Customer Confidential Information**

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 ASAP!

PS FLEX EXPRESS 12/07/2013

eCRM ID 1-5V02SVG



**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T IP Flexible Reach	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. ADDITIONAL TERMS**

**Section I. Grandfathering and Withdrawal**

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

**Section II. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

AT&T and Customer Confidential Information

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 ASAP!

PS FLEX EXPRESS 12/07/2013

eCRM ID 1-5V02SVG



**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

**5. DISCOUNTS**

**Section I: Calling Plan Charges**

Calling Plan B (IP Local and IP Long Distance)		
Item	Type of Charge	Calling Plan Discount
Calling Plan Setup Fee	OTC per Site	100.0 %
Calling Plan Charge*	MRC, per Concurrent Call	20.0 %
Telephone Number Charge	MRC, per Number	0.0 %

Calling Plan C (IP Local and IP Long Distance Bundle)		
Item	Type of Charge	Calling Plan Discount
Calling Plan Setup Fee	OTC per Site	100.0 %
Calling Plan Charge	MRC, per Concurrent Call	78.0 %
Telephone Number Charge	MRC, per Number	100.0 %

**Section II: Off-Net Calling Charges**

Common Billable Elements		
Item	Type of Charge	Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.0 %
Non-US Terminated Off-Net Calling Charge - fixed	Per Usage	20.0 %
Non-US Terminated Off-Net Calling Charge - mobile	Per Usage	20.0 %

**Section III: Additional Charges**

VoIP Module Card (applies only if AT&T MIS is the Underlying Transport Service, and Customer is using a TDM PBX)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.0 %

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

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**AT&T MANAGED INTERNET SERVICE  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
VILLAGE OF FOREST PK  Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province : IL Zip Code: 60130 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary AT&amp;T Contact</b>
Name: Mayor Anthony Calderone Title: Other Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States Telephone: 7083662323 Fax: Email: mayor@forestpark.net Customer Account Number or Master Account Number: 1-3F78Y2	Name: DAVID LITCHFIELD Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 3126137488 Fax: 1231231234 Email: dl7418@us.att.com Sales/Branch Manager: NICOLAS WOOD SCVP Name: DAVID PALUMBO Sales Strata: Retail Sales Region: US-MIDWEST With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name1:            Company Name: Agent Street Address:    City:            State:            Zip Code:            Country: Telephone:            Fax:            Email:            Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 8302594*

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 8302594*

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T MANAGED INTERNET SERVICE  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a> (see MIS Express)
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. GRANDFATHERING AND WITHDRAWAL**

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

**5. RATES**

**Section I: AT&T Managed Internet Service**

**Table 1: MIS Self – Installation**

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	\$1,500	\$1,500**	\$0.00

\*\*Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

**Table 2: On-Site Installation**

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T MANAGED INTERNET SERVICE  
 PRICING SCHEDULE**

**Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet**

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the MIS on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	\$500.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$500.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$500.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$500.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$500.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$555.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$628.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$810.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$810.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$1,100.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,300.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,300.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,300.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,800.00	\$4,505.00	\$5,620.00	\$28.10
<b>Discount:</b>		<b>75.0 %</b>	<b>75.0 %</b>	<b>100.0 %</b>

**Table 4: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees**

The Class of Service option is not available for MIS ports/access ordered with the MIS on Demand option.

Discount: 0.0 %

Speed	Undiscounted MIS with or without Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825
15.01 - 20.0 Mbps	\$1,325
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400

\*Applies to MIS Express Only and Charges waived for Sites with AT&T BVoIP Service

**Table 5: Class Of Service Option - Installation Fees**

Discount: 0.0 %

<b>Class of Service Undiscounted Installation Fee*</b>	\$1,000
--	---------

\*Charges waived for Sites with AT&T BVoIP Service

**Section II: Additional Service Fees**

<b>Moving Fee (during hours)</b>	\$1,000 per location
<b>Additional Moving Fee (outside standard operating hours –</b>	Additional \$500 per location

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T MANAGED INTERNET SERVICE  
 PRICING SCHEDULE**

<b>8:00 a.m. to 5:00 p.m. Monday through Friday)</b>	
--	--

**Section III: AT&T Business in a Box®**

AT&T Business in a Box® is not available for MIS ports/access ordered with the MIS on Demand option.

**Discount: 100.0 %**

Option	Undiscounted Monthly Service Charge*
Base Unit NextGen†	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

\* Pricing also applies to Service locations in Alaska

† Feature expected to be available starting 4Q 2016. Refer to Service Guide for availability.

**Discount: 0.0 %**

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price*
Move, Addition, Change to Service	\$260.00
Delete Service	\$500.00

\* Pricing also applies to Service locations in Alaska

**Class Of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100%**

<b>Class of Service Undiscounted Monthly Service Fee</b>	<b>\$225*</b>
--	---------------

\* Pricing also applies to Service locations in Alaska

**Section IV: AT&T Wi-Fi Enterprise:**

<b>AT&amp;T Wi-Fi Enterprise per AP per month Rate (Net Rate)*</b>	<b>\$30.00</b>
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\*Include 1-2 Aps, AT&T owned self standing, self-install

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

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 ASAP!

**Anthony Calderone**

---

**From:** dl7418@us.att.com  
**Sent:** Monday, January 30, 2017 4:58 PM  
**To:** Anthony Calderone  
**Cc:** dl7418@us.att.com; Tim Gillian; Bradley H. Gordon; Sally Cody; cb2535@att.com  
**Subject:** 1-5VO2SVG VILLAGE OF FOREST PK eSignature Confirmed  
**Attachments:** Letter of Authorization to Obtain Customer Service Records Only\_Contract\_ID\_8302591\_v1.pdf

Dear Mayor Anthony Calderone,

This is confirmation from AT&T that your eSignature has been received and we are reviewing the following contracts.

<u>Contract ID</u>	<u>Contract Details</u>
8302594	MISIPFLEX MIS_ATT_IP_Flexible_Reach_CONTRACT_ID_8302594.pdf
8302591	LOA-Letter of Authorization Letter of Authorization to Obtain Customer Service Records Only_Contract_ID_8302591_v1.pdf

Sincerely,  
David Litchfield  
APPLICATION SALES CONSULTANT 2\*  
AT&T  
3126137488  
[dl7418@us.att.com](mailto:dl7418@us.att.com)

Disclaimer:

This message and any attachments to it contain PRIVILEGED AND CONFIDENTIAL CLIENT INFORMATION AND/OR CONTRACT DOCUMENTATION, solely intended for parties with a need to know. ***Any attached contracts may not be altered.***



AT&T MA Reference No.

**MASTER AGREEMENT**

<b>Customer</b> Village of Forest Park Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: USA	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Timothy E. Gillian Title: Village Administrator Street Address: 517 Des Plaines Avenue City: 517 Des Plaines Avenue State/Province: IL Zip Code: 60130 Country: USA Telephone: 708 615 6201 Fax: Email: tgillian@forestpark.net	<b>AT&amp;T Contact (for notices)</b> Street Address: 2000 W AT&T Center Dr City: Hoffman Estates State/Province: IL Zip Code: 60192 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

### 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

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### 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

### 8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

### 8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

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not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

#### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

## MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T HIGH VOLUME CALLING IV<sup>SM</sup>**  
**Up To \$12,000 MARC**  
**Pricing Schedule**

AT&T MA Reference No. \_\_\_\_\_

<b>Customer</b>	<b>AT&amp;T</b>
Village of Forest Park Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: USA	AT&T Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Timothy E. Gillian Title: Village Administrator Street Address: 517 Des Plaines Avenue City: Forest Park State/Province: IL Zip Code: 60130 Country: USA Telephone: 708 615 6201 Fax: Email: tgillian@forestpark.net Customer Account Number or Master Account Number: 708 R06 6770	Name: Peggy Osborn Street Address: 2000 W ATT Center Dr City: Hoffman Estates State/Province: IL Zip Code: 60192 Country: USA Telephone: 847 248 8257 Fax: Email: mo9727@att.com Sales/Branch Manager: Holly Tripp SCVP Name: Jeff Maggi Sales Strata: NGEN Sales Region: East <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:            Company Name: Agent Street Address:    City:            State:            Zip Code: Telephone:            Fax:            Email:            Agent Code	

This Pricing Schedule is part of the Agreement referenced above.

**This Pricing Schedule will be invalid if not signed and submitted to AT&T by Customer on or before June 30, 2015.**

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Standard



**AT&T HIGH VOLUME CALLING IV<sup>SM</sup>  
Up To \$12,000 MARC  
Pricing Schedule**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	AT&T High Volume Calling IV <sup>SM</sup> – an optional calling plan for outbound and inbound long distance services
<b>Service Provider</b>	SBC Long Distance, LLC d/b/a AT&T Long Distance ("AT&T")
<b>Service Publication</b>	AT&T Long Distance Voice Product Reference and Pricing Guidebook ("Guidebook") and applicable state tariff or guidebook: <a href="http://www.att.com/gen/public-affairs?pid=11972">http://www.att.com/gen/public-affairs?pid=11972</a>

**2. PRICING SCHEDULE TERM and EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	Selected below.
<b>Start Date of Pricing Schedule Term</b>	When this Pricing Schedule is implemented in the AT&T billing system.
<b>Effective Date of Rates and Discounts</b>	Start Date of Pricing Schedule Term.
<b>Rates Following end of Pricing Schedule Term</b>	Non-stabilized out of Term rates applicable to Customer's plan then in effect in the Service Publication.

**3. MARC, MINIMUM NUMBER of ACCESS LINES, RATES and CHARGES**

**A. Domestic Interstate Rates and Charges**

<b>Domestic: \$600, \$2,400, \$6,000, \$9,000 OR \$12,000 MARC</b>
<b>Minimum of 2 access lines</b>
<b>Term and Interstate Rates*</b>
2 Year Term \$600 MAC - Sw \$.0440/CC \$.0440

\*AT&T LD Calling Card not available to new, including returning, Customers of SBC Long Distance, LLC d/b/a AT&T Long Distance

**B. Domestic Intrastate Rates and Charges.** The following rates shall apply for intrastate interlata and intralata DDD and TFS calls. Intrastate AT&T LD Calling Card\* rates are equal to the switched rates below.

<b>California</b> Not Applicable	<b>Nevada</b> Not Applicable
<b>Texas, Oklahoma and Kansas</b> Not Applicable	<b>Michigan, Illinois, Indiana &amp; Ohio</b> 2 Year Term \$600 MAC - Sw \$0.044
<b>Arkansas</b> Not Applicable	<b>Wisconsin</b> Not Applicable
<b>Missouri</b> Not Applicable	

The MARC and term commitment selected above must match those selected in Section 3.A. Otherwise, the rates selected above shall be void and the applicable rates shall be those listed in the applicable Tariffs.

\* AT&T LD Calling Card not available to new, including returning, Customers of SBC Long Distance, LLC d/b/a AT&T Long Distance

**C. International Rates and Charges (Select One)**

<input type="checkbox"/> <b>International – High Volume Calling IV Option C Rates</b>
<b>Non-recurring charge: \$9.95</b>
<input checked="" type="checkbox"/> <b>Standard International Rates</b>
<b>No additional non-recurring charge</b>



**AT&T HIGH VOLUME CALLING IV<sup>SM</sup>**  
**Up To \$12,000 MARC**  
**Pricing Schedule**

**4. GENERAL TERMS**

- A. If Customer fails to maintain the minimum number of access lines, Customer will be moved to a High Volume Calling Plan II with the same MARC and term commitments at the then-current usage rates in the Guidebook.
- B. **Additional Services, Rates and Charges:** The rates and charges for the following are not stabilized for the Pricing Schedule Term: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs, and are subject to change at any time.
- C. **Automatic Dialer Devices.** CUSTOMER SHALL NOT USE AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH SERVICE OR SERVICE COMPONENTS PROVIDED UNDER THIS PRICING SCHEDULE IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS PRICING SCHEDULE IMMEDIATELY IF CUSTOMER USES SUCH DEVICES.
- D. **Cancellation.** If Customer is non-responsive or not ready to have AT&T provision/fulfill the Service, AT&T may cancel this Pricing Schedule: (1) ninety (90) Days after Customer executes this Pricing Schedule; or (2) if Customer appropriately applies for E-Rate funding, (a) the later of (i) ninety (90) days after July 1<sup>st</sup> of the applicable E-Rate funding year or (ii) ninety (90) days after the date of the E-Rate Funding Commitment Decision Letter (FCDL)\* for the Service in such E-Rate funding year, but, in any event, (b) upon expiration of the last day of such E-Rate funding year.

	<b><i>New or upgrade to an existing AT&amp;T Long Distance Agreement</i></b>
<input checked="" type="checkbox"/>	This is a new AT&T Long Distance Pricing Schedule
<input type="checkbox"/>	This is an upgrade to an existing AT&T Long Distance Agreement and the guidelines from Section 3.9.7 Revenue and Term plan Commitments of the Guidebook will apply to such existing agreement.



**COMPLETELINK® 2.0**  
**AT&T ILEC Pricing Schedule**  
 Provided Pursuant to Standard Service Publication Rates and Terms

AT&T MA Reference No.

<b>Customer</b>	<b>AT&amp;T</b>
Village of Forest Park Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Timothy E. Gillian Title: Village Administrator Street Address: 517 Des Plaines Avenue City: Forest Park State/Province: IL Zip Code: 60130 Country: USA Telephone: 708 615 6201 Fax: Email: tgillian@forestpark.net	Name: Peggy Osborn Street Address: 2000 W ATT Center Dr City: Hoffman Estates State/Province: IL Zip Code: 60192 Country: USA Telephone: 847 248 8257 Fax: Email: mo9727@att.com Sales/Branch Manager: Holly Tripp SCVP Name: Jeff Maggi Sales Strata: NGEM Sales Region: East <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

<b>For AT&amp;T internal use only</b>	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>Sales must submit to Contract Management (CM):</b> 1) Customer executed Pricing Schedule, and 2) a duplicate of this Pricing Schedule as a Word document, not a PDF file, OR an Excel list of the BTNs.	

**COMPLETELINK® 2.0**  
**AT&T ILEC Pricing Schedule**  
 Provided Pursuant to Standard Service Publication Rates and Terms

**1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION**

<b>Discount Program</b>	CompleteLink® 2.0
Customer must separately order services to which CompleteLink 2.0 applies.	

<b>Service Provider (Select all that apply.)</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location</b>
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3 and Part 2, Section 8	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a>
<input checked="" type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2 and Part 2, Section 8	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ks/index.html">http://cpr.att.com/guidebook/ks/index.html</a>
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5 and Part 2, Section 8	<a href="http://cpr.att.com/guidebook/mi/index.html">http://cpr.att.com/guidebook/mi/index.html</a>
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2 and Part 2, Section 8	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2 and Part 2, Section 8	<a href="http://cpr.att.com/guidebook/wi/index.html">http://cpr.att.com/guidebook/wi/index.html</a>

**2. PRICING SCHEDULE TERM and EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	2 years
<b>Start Date of Pricing Schedule Term</b>	Upon initial implementation of Discount Program in the applicable AT&T systems
<b>Effective Date of Rates and Discounts</b>	Start Date of Pricing Schedule Term
<b>Rates Following Termination or Expiration of the Pricing Schedule Term</b>	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Pricing Schedule Term

**3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT**

<b>MARC / Maximum Annual Discount</b>	\$ 3,000 / \$ 600
<b>MARC-Eligible Charges</b>	Charges for "Contributory Services", as defined in the applicable Service Publication, billed under BTNs in section 6 (before the application of discounts and credits)

**COMPLETELINK® 2.0**  
**AT&T ILEC Pricing Schedule**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**4. RATES and DISCOUNTS**

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

<b>MARC Volume Discount*</b>	3 %
<b>Optional Features Discount **</b>	40%
* MARC Volume Discount applies to Eligible services and may not exceed the Maximum Annual Discount	
**Optional Features Discount applies to Central Office Optional Features (as described in the applicable Service Publication)	

**IntraLATA Intrastate Toll** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Arkansas N/A	California N/A	Kansas N/A	Illinois N/A
Indiana N/A	Michigan N/A	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

**IntraLATA Interstate Rate** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois N/A	Indiana N/A	Michigan N/A	Ohio N/A	Wisconsin N/A
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**Local Usage Rates/Discounts** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

California	Illinois	Michigan	Ohio	Wisconsin
Zone 1 & Zone 2: N/A	Illinois Band A: \$0.012	per message rate:	per message rate:	per message rate:
Zone 3: N/A	Illinois Band B: \$0.024	N/A	N/A	N/A
	Illinois Band C: N/A			

**Local Usage Service Level Discount:** For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

<b>Michigan</b>	<b>Ohio</b>	<b>Wisconsin</b>
50%	35%	60%

**Other Discounts which may apply:** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

Arkansas N/A	California N/A	Kansas N/A	Illinois 36% PBX Analog Trunk
Indiana N/A	Michigan N/A	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

**Business Access Line Rates:**

State	Monthly Recurring Rate, per Line	Monthly Save Promotion Credit, per Line
AR, IN, KS, MO, OK, TX	\$39.00	\$3.00
KS – EAS	\$46.00	\$3.00
CA, IL, MI, OH, WI	\$28.00	\$3.00

**COMPLETELINK® 2.0**  
**AT&T ILEC Pricing Schedule**  
 Provided Pursuant to Standard Service Publication Rates and Terms

**5. EARLY TERMINATION CHARGE**

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><b>With No IL BTNs</b></p> <ul style="list-style-type: none"> <li>50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Pricing Schedule Term</li> </ul> <p><b>With IL BTNs</b></p> <ul style="list-style-type: none"> <li>MARC is prorated for amount of MARC Eligible Charges in IL and outside IL                             <ul style="list-style-type: none"> <li>For IL BTNs, IL MARC Termination Charge; plus</li> <li>For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Pricing Schedule Term</li> </ul> </li> </ul>
IL	<ul style="list-style-type: none"> <li>the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)</li> </ul>

**6. BILLING TELEPHONE NUMBER (BTN) LIST**

<p><b>Eligibility:</b>                      (max. of 1,000 BTNs)</p>	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> <li>must be valid business lines;</li> <li>may not be Consolidated or Special Bill Numbers;</li> <li>may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers</li> <li>are all of the BTNs intended by Customer to be included on Effective Date</li> </ul> <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&amp;T Sales Contact.</p>
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BTN List follows



## CERTIFICATION FORM

The assurances hereinafter made by AT&T are each a material representation of fact upon which reliance is placed by the City of Elmhurst (the "City") in entering into the Agreement with AT&T. The City may terminate the Agreement if it is later determined that AT&T rendered a false or erroneous assurance.

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_,  
(Name of Person Certifying) (Office of Person Certifying)

of AT&T, and as such hereby represent and warrant to the City, that to the best of my knowledge AT&T, and if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, and its officers and directors are:

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

In addition, AT&T hereby represents and warrants to the City, that:

- A. AT&T has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- B. AT&T will provide a drug-free workplace pursuant to 30 ILCS 580/1 *et seq.* (the "Drug-Free Workplace Act") by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in AT&T's workplace.
    - b. Specifying the actions that will be taken against employees for violations of such prohibition.
    - c. Notifying employees that, as a condition of employment on such Agreement, employees will:
      - i. abide by the terms of the statement; and

- ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. AT&T's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation, and employee assistance program; and
    - d. the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph (B) (1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the City within ten (10) days after receiving notice under subparagraph (B) (1) c from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a violation of a criminal drug statute occurring in the workplace, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- C. In compliance with equal opportunities during the performance of this Agreement, AT&T shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmation action to rectify such underutilization;

- D. No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in AT&T; or, if AT&T's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of AT&T, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such AT&T, AT&T has disclosed to the City in writing the name(s) of the holder of such interest;
- E. To the best of its knowledge, no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from AT&T in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code;
- F. AT&T has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code;
- G. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), AT&T is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act;
- H. To the best of its knowledge, neither AT&T nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that AT&T and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by AT&T or term or condition in this Agreement changes, AT&T shall notify the City in writing within seven (7) days.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE  
IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE  
CONTRACTOR.

Dated: January \_\_\_\_, 2013

AT&T

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

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

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

**A RESOLUTION APPROVING AND RATIFYING THE EXECUTION  
OF A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR  
LEAD WATER SERVICE LINE MATERIAL INVENTORY ASSISTANCE  
BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.  
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") proposes to undertake and complete the 2024 Lead Service Replacement Project ("Project"); and

WHEREAS, the Village, in order to accurately and efficiently implement the Project, must conduct an inventory of lead water service lines comprising the Project ("LWSL Inventory"); and

WHEREAS, the Village has applied for and been awarded a grant from the Illinois Environmental Protection Agency ("IEPA") to underwrite the costs to conduct the LWSL Inventory; 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 conducting the LWSL Inventory and that the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the LWSL Inventory; 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 implement and provide oversight for the LWSL Inventory.

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 conducting the LWSL Inventory.

Section 3. That certain "Lead Water Service Line Material Inventory Assistance" proposal for professional engineering services between the Village and Burke for the estimated fee of Thirty-Eight Thousand One Hundred and 00/100 Dollars (\$38,100.00) ("Proposal"), a

copy of which is attached hereto marked as Exhibit A, for the LWSL Inventory is hereby approved, and the prior execution thereof by the Mayor is hereby ratified and his prior execution thereof to constitute conclusive evidence of approval of same.

Section 4. 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 8<sup>th</sup> day of September, 2025.

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

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

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

APPROVED by me this 8<sup>th</sup> day of September, 2025.

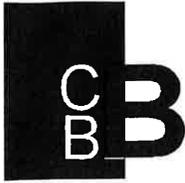
\_\_\_\_\_  
Rory E. Hoskins, Mayor

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

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

**EXHIBIT A**

**Proposal for Professional Engineering Services for  
Lead Water Service Line Material Inventory Assistance**



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

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

June 24, 2024

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

Attention: Mr. Salvatore Stella, Director of Public Works

Subject: Proposal for Professional Engineering Services  
Lead Water Service Line Material Inventory Assistance

Dear Mr. Salvatore Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for Professional Engineering Services to assist the Village of Forest Park (Village) in completing their Lead Water Service Line Material Inventory. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

The Illinois Lead Service Replacement and Notification Act – (Public Act 102-0613), signed into law on January 1, 2022, requires community water suppliers (CWS) to undertake the following actions to begin the process of mitigating the health risks associated with lead in the water supply:

1. Develop and maintain a Water Service Line Material Inventory
2. Develop and implement a Lead Service Line Replacement Plan
3. Prepare public notification and education materials to potentially affected building occupants as well as posting this on your website.
4. Replace each Lead or Galvanized Service Line connected to the Community Water Supply in its entirety, from the water main to the building plumbing at the first shut-off valve or 18 inches inside the building.

Each portion of the Act has various submittal requirements, annual updates, and timelines set by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

We understand the Village has submitted their complete Water Service Line Material Inventory to the IEPA as of April 15, 2024. The tasks outlined in the following scope of services will assist the Village meet the Act's requirements and update the current inventory with the awarded IEPA Inventory Grant.

This proposal assumes that CBBEL will not access or investigate private property, and that any service material investigations, whether on public or private property, will be conducted by the Village.

## SCOPE OF SERVICES

**Task 1 – Kick Off Meeting:** CBBEL will initiate a kick-off meeting where the following agenda items will be discussed:

- Establish specific deliverables and interim milestone dates that will allow Village to meet IEPA submittal deadlines.
- Identify key Village Staff for point of contact and coordination.
- Develop strategies for efficient compilation of currently available private side material inventory data.

**Task 2 – Data Collection and ArcGIS Web Portal:** CBBEL will evaluate currently available lead water service material inventory provided by the Village and work with staff to develop an approach where efforts can be made to reasonably identify addresses/parcels that are not potentially impacted. With this information, we will update the inventory and identify addresses/parcels that are either known to have lead or galvanized water services, the water service materials are unknown, and/or the potential for lead water service cannot be ruled out without additional information.

CBBEL will develop an ArcGIS Online web-based data collection portal that will be utilized to survey customers using cellular/wireless enabled smart devices or desktop computers. The portal will be publicly accessible and will allow customers to directly submit information related to their private-side water service line. The web-based data collection portal will attempt to collect as much information as possible to reduce on-site investigations by Village staff and reduce the total number of unknown water service materials in a cost-effective manner. The information collected will be reviewed monthly by CBBEL and used to update the water service line material inventory (Task 4). CBBEL will manage and maintain the web-based data collection portal until September 1, 2026.

CBBEL will also develop a Water Service Material Information Request Letter for outstanding unknown and/or non-responsive addresses/parcels for Village review and utilization. The Village will be responsible for any direct mailing of these information request letters.

**Task 3 – Public Education and Notification Development:** CBBEL will review the education and notification materials needed to meet the Act's requirements. As of January 1, 2022, the CWS is required to provide notice to all its potentially affected lead water service line customers and provide educational materials addressing health and safety concerns as well as what the Village is actively doing to address lead water services. This task includes developing educational materials and notifications that comply with the Act's requirements. CBBEL will also provide all required materials that need to be posted on the Village's website as required by the IEPA and USEPA. CBBEL will provide its template documents to the Village for distribution of these materials to the affected property owners in the required languages per the Public Act. Distribution of these materials will be the responsibility of the Village, however CBBEL can assist with strategizing efficient methods of information dissemination and public outreach. As part of Public Education, CBBEL will not be responsible for providing NSF/ANSI 53 and NSF/ANSI 42 compliant water filters required by the Act. This will be the responsibility of the Village.

**Task 4 - Development and Submission of Material Inventory:** CBBEL will review available information provided by the Village related to water main replacement projects, past inspection records, and private developments, water meter records, and update the Water Service Line Material Inventory where applicable. This task will also include updating the Water Service Line Material Inventory with information obtained from the web-based data collection portal. This task will include the preparation of maps, exhibits, or similar visual aids requested by the Village that presents the Water Service Line Material Inventory in a concise geographic context. Coordination with the Village's GIS Project Manager will be included in this task. The complete inventory will be in a format acceptable to submit to the IEPA.

**Task 5 - IEPA LSLI Grant Reporting:** CBBEL will draft all required reports to submit to the IEPA to follow the requirements of the Lead Service Line Inventory Grant Agreement. All periodic reports and final reports are included in this task. The complete reports will be in a format acceptable to submit to the IEPA by the Village.

This proposal does not include assistance preparing or applying for the IEPA Public Water Supply Loan Program (PWSLP) or any other State or Federal Grant opportunity except as noted above. Should the Village desire such assistance, a separate proposal will be issued that is required to include specific agreement terms and conditions per the IEPA Loan Requirements. This proposal excludes the preparation of design and bid documents for any replacement project or phase of replacement projects.

**ESTIMATE OF FEE**

Please find Exhibit A included herein for our estimate of fee to provide the scope of services proposed.

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. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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 Kerr, PE  
President

Encl.      Exhibit A  
              Schedule of Charges  
              General Terms and Conditions

JD/jmc

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

BY: \_\_\_\_\_  
          *Mayor*  
TITLE: \_\_\_\_\_  
DATE:      7/8/2024



Village of Forest Park  
 Lead Service Line Inventory  
 WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer					GIS Specialist III	Sub Consultant	Total Hours	Total Cost
	V	IV	III	III	III				
Rate (\$/hr)	\$235.00	\$200.00	\$175.00	\$155.00	\$175.00	\$175.00	\$1.00		
Task 1 - Kick off Meeting	4							4	\$ 940.00
Task 2 - Data Collection and ArcGIS Web Portal	80							80	\$ 18,800.00
Task 3 - Public Education and Notification Development	16							16	\$ 3,760.00
Task 4 - Development and Submission of Material Inventory	40							40	\$ 9,400.00
Task 5 - IEPA LSLI Grant Reporting	20							20	\$ 4,700.00
Subtotals	160	0	0	0	0	0		160	
Percentage of Hours	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%		100.0%	
Total Personnel Cost	\$37,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$ 37,600.00
									\$ 500.00
									\$ 38,100.00

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

## IEPA GRANT LOBBYING REQUIREMENTS

- **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.
- **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

**APPLICATION INFORMATION**

- Type of Organization:**
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Business    | <input checked="" type="checkbox"/> Charitable |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Labor                 |
| <input type="checkbox"/> Nonprofit   | <input type="checkbox"/> Veterans              |
| <input type="checkbox"/> Fraternal   |  |
| <input type="checkbox"/> Religious   |  |

Name of Organization: KIWANIS CLUB OF FP

Address: ~~Box~~ PO BOX 514 FOREST PARK IL 60130

Applicant's Name: JILL WAGNER

Email Address: [REDACTED] Phone: [REDACTED]

Length of time organization has been in existence: 100 years

Place and date of organization's charter, if applicable:

Place: IL 10/1923 Date 9/4/2025

**Items required (no later than 30 days prior to the start of all raffle sales):**

- Application Fee
  - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
  - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
  - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
  - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- Articles of Incorporation and/or Charter
- Organization's Raffle Rules
- Organization's IRS Letter of Determination (if applicable)
- Fidelity Bond

**OFFICER INFORMATION**

President/Chairperson's Name: JILL WAGNER

Address: [REDACTED] IL

Telephone #: \_\_\_\_\_ Email: [REDACTED]

Secretary's Name (if applicable): JORDAN KUEHN

Address: [REDACTED]

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Treasurer's Name: KAREN DYLEWSKI

Address: [REDACTED]

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Raffle Manager's Name: JILL WAGNER

Address: SAME

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

**RAFFLE INFORMATION**

Traditional

50/50

Progressive

**Ticket Sales:**

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 10/9/2025 to \_\_\_\_\_

Area(s) where Raffle Tickets will be sold: \_\_\_\_\_

Raffle Ticket Price: \$5 p/ticket or \$20 for 5

Maximum number of tickets to be sold: 800

**Drawing(s):**

Date(s) and time(s) of raffle drawing: 10/9/2025

Location of raffle drawing(s): Jimmy's Place 7411 Madison



**BOND INFORMATION**

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

**AFFIDAVIT**

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

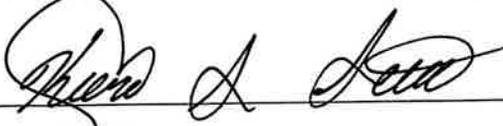
\_\_\_\_\_  
Applicant

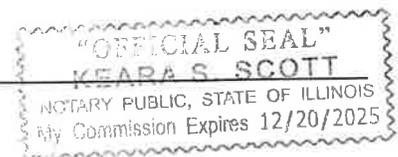
\_\_\_\_\_  
President/Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Raffle Manager

Subscribed and sworn to me this 04 day of September, 20 25.

  
\_\_\_\_\_  
Notary Public



(SEAL)

# METROPOLIS

P E R F O R M I N G   A R T S   C E N T R E

July 6, 2025

Brenda Powers  
Howard Mohr Community Center  
7640 Jackson Blvd  
Forest Park, IL 60130

Dear Brenda:

It is my pleasure to confirm your request for 30 tickets to **Grease** on **Thursday, October 16<sup>th</sup> at 2:00 pm.**

Please sign the enclosed contract and send it back, along with your credit card information or a check made payable to **Performing Arts at Metropolis**. The agreement and final payment are due by **Thursday, October 2<sup>nd</sup>** to guarantee the reservation; your final ticket count is needed by **Thursday, October 2<sup>nd</sup>**, the final due date indicated on the agreement. After I receive your final payment, a copy of the fully executed agreement will be sent to you, upon request.

If you have questions regarding this agreement, need to adjust your ticket count or need to make other payment arrangements, please call or email.

Please mail agreement and payments to:

Metropolis Performing Arts Centre  
**Attn: Group Sales Department**  
111 West Campbell Street  
Arlington Heights, IL 60005

We cannot print your tickets until your reservation is paid in full. Once your reservation is paid in full we can mail your tickets or hold them at the Box Office. Please let me know what you prefer.

Your interest and patronage of Metropolis is greatly appreciated. We hope your group enjoys **Grease** and that we can be of service to you again in the future.

Sincerely,

Jana Kramer  
Group Sales Coordinator

Direct: (847) 577-5982 / Extn. 228  
Fax: (847) 577-5992  
Box Office: (847) 577-2121  
E-mail: [jkramer@metropolisarts.com](mailto:jkramer@metropolisarts.com)

*Peggy Kinnane's*

**PLEASE REMEMBER:**

Contract Paid in Full on: **Thursday, October 2<sup>nd</sup>**

# METROPOLIS

P E R F O R M I N G   A R T S   C E N T R E

## Group Sales Agreement

The following is an agreement of terms between Metropolis and the below mentioned group.

1. **This agreement confirms the following:**

Production: Grease  
Date/Time: Thursday, October 16<sup>th</sup> at 2:00 pm  
Name of Group: Howard Mohr Community Center  
Contact Person: Brenda Powers  
Address: 7640 Jackson Blvd  
City, State, Zip: Forest Park, IL 60130  
Telephone: (708) 771-7737  
E-mail Address: bpowers@forestpark.net  
Number of Tickets: 30 tickets at \$40.20 each  
0 wheelchair accessible seats  
Grand Total: \$1,206.00 for 30 tickets

2. **PAYMENT:** A non-refundable final payment of \$1,206.00 and submission of agreement is due by Thursday, October 2<sup>nd</sup>. If full payment is not received by this date, Metropolis reserves the right to release your seats. **Once payment is received, the sale is final.**
3. **CANCELLATIONS:** There will be no refunds or credits given by Metropolis. Cancellations must be made no later than Thursday, October 2<sup>nd</sup>. After the due date, the sale is final and the group is responsible for the total balance of the reservation even if there are unused tickets. Groups may not fall beneath the group minimum of 8 tickets. **Cancellations are not allowed for any reservation paid in full.** Metropolis reserves the right to cancel any performance. If the performance is cancelled, the full amount paid will be refunded. In the event of bad weather we cannot offer a refund or credit but we will try to reschedule your group.
4. **BUS INFORMATION:** Bus companies and drivers must have correct directions to Metropolis. **All buses must park in the specific location designated by the Village of Arlington Heights unless otherwise told.** Please call or visit [www.metropolisarts.com/groups](http://www.metropolisarts.com/groups) for bus directions. Buses that park elsewhere may be ticketed/towed by the Village of Arlington Heights. Metropolis is not responsible for parking tickets or towing costs.
5. **LATE SEATING:** If your group arrives after the show's start time, we will try to seat your group at the discretion of the House Manager. Metropolis always reserves the right to refuse entry to any group that arrives after the show has started.

As a representative for the above-mentioned group, I agree to the terms of this Group Sales Agreement.

\_\_\_\_\_  
Signature of Group Representative

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Metropolis Representative

\_\_\_\_\_  
(Date)

Please charge\* my \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_ American Express

Cardholder's Name \_\_\_\_\_

Credit Card Billing Address \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Expiration \_\_\_\_\_ Sec Code \_\_\_\_\_

Billing Address Zip Code \_\_\_\_\_ Amount to be charged \_\_\_\_\_



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

\_\_\_\_\_  
(Date)

**INFORMATION:**

Name of Entity EVENTS BY CIBULA  
 Street Address: 7503 MADISON ST Phone: [REDACTED]  
 City, State, Zip Code: FOREST PARK IL  
 Name of Owner: LINDA CIBULA Phone: ( ) \_\_\_\_\_  
 Person to Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):  
SCULPTURE ON THE WALK USING FOREST PARK'S OLD BIKE RACKS + JUNK FROM FOREST PARK BUSINESSES.  
 Schedule (Give dates and times, including set up and tear down): AUG 28 - til ?

Proposed location (Include sketch of layout with measurements):  
EVENTS BY CIBULA  
- SIDEWALK  
STREET  
IT IS 5'9" HIGH 32" WIDE

General description of use as well as any special requests: JUST ART WORK  
+ FUN

**Village shall issue a permit for the requested activity subject to the aforesaid conditions and any others as may**

**In lieu of the Surety Bond requirement, the applicant, prior to the issuance of any permit hereunder shall deposit**

**certification by the Director of Public Works or Public Health and Safety that all conditions of the permit have**

**The fee for processing and issuing the permit for the use of the public way shall be fifty dollars**

**I have read and understand and agree to abide by the terms and conditions of this permit.**

Signature

01

0000-00

Anticipated needs of Village personnel, equipment and/or property: NOTHING

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

**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.

08/28/25  
pending type

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:**

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

Print Name

Title

Date

APPROVED:

Village Clerk

Date



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## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 28 day of AUGUST, 2025, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and LINDA CIBULA, (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 ART ("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 \_\_\_\_\_ day(s), beginning AUG 25 at 2025 at \_\_\_\_\_ a.m./p.m., and ending 3, 20\_\_\_\_, 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: LINDA CIBOLA

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