

VILLAGE OF FOREST PARK COUNCIL MEETING AGENDA

Monday, November 25, 2024 Lower Level of Village Hall 7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 827 5443 7454; Passcode 006722 or click here:

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE NOVEMBER 12, 2024 REGULAR MEETING OF THE COUNCIL

<u>PUBLIC COMMENT: -</u> emailed public comment can be sent to the village clerk at <u>vbelmonte@forestpark.net</u> prior to 6:30 p.m. the day of the meeting

COMMUNICATIONS:

DEPARTMENT REPORTS:

1. Police Department Report

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

- 1. Ordinance authorizing and approving execution of a certain Real Property Donation Agreement accepting the donation of the property commonly described as 7410 West Madison Street
- 2. Ordinance authorizing the approval of a joint purchasing requisition for the purchase of two 2025 Base Ford Explorer Police Vehicles with Upfit for the Police Department
- 3. Resolution Determining the Estimated Property Taxes to be Levied by the Village of Forest Park for the 2024 Tax Year
- 4. Resolution rescinding Resolution No. R-46-24 and authorizing approval of a professional engineering services proposal for construction engineering for the 2024 Lead Service Replacement Project LSLR Stage 1 with CBBEL
- 5. Resolution approving Pay Request #3 (Final) for the Water Tower Paving Project from Chicagoland Paving Contractors, Inc.
- 6. Resolution authorizing the issuance of a request for qualified professional consultant proposals to prepare a comprehensive plan update
- 7. Resolution authorizing the contract award for the 2024 Lead Service Replacement Project Stage 1 to Joel Kennedy Construction Corp.
- 8. Resolution approving Pay Request #1 (Final) for the Madison Street Parking Lot Sealcoating Project to M&J Asphalt Paving Co., Inc.
- 9. Resolution to approve and authorize the execution of a professional engineering services proposal for Phase II Design for the Village of Forest Park Jackson Boulevard Watermain Lead Line Replacement and Resurfacing Project with CBBEL
- 10. Approval: Travel Authorization for Mayor Hoskins- Strong Cities Network Global Summit

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

<u>ADJOURN</u>

THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON TUESDAY EVENING, NOVEMBER 12, 2024

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

ROLL CALL

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the October 28, 2024, Special meeting of the Council be approved.

ROLL CALL:

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

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the October 28, 2024, Regular meeting of the Council be approved.

ROLL CALL:

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

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the October 28, 2024, Closed Session meeting of the Council be approved.

ROLL CALL:

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

NAYES: None ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Ms. Jackie Walsh Lundt spoke in opposition of the Village Council's approval of the conditional use for a cannabis dispensary at 7207 Roosevelt Road and urged the Village Council members to deny the request.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Fire Department submitted its October, 2024, report.

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$1,079,147.42.

R-99-24 RESOLUTION FOR PAYMENT OF BILLS IN THE AMOUNT OF \$1,079,147.42 APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Ordinance amending Section 4-2-5, entitled "Charges," of Chapter 2, entitled "Garbage, Refuse and Waste," of Title 4, entitled "Health and Sanitation," of the code of the Village of Forest Park be adopted. O-35-24 ORDINANCE AMENDING GARBAGE, REFUSE AND WASTE CHARGES APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

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

O-36-24
ORDINANCE AUTHORIZING
DISPISAL OF POLICE
VEHICLES
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution adopting the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan be adopted. It was discussed by Administrator Entler that this plan is part of the village's emergency operations plan and makes the village eligible for county grant funding.

R-100-24
RESOLUTION ADOPTING
2024 COOK COUNTY
MULTI-JURISDICTIONAL
HAZARD MITIGATION
PLAN
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution approving and authorizing the execution of the Application for Green Infrastructure Grant Opportunities (FY 2025) with the Illinois Environmental Protection Agency (Constitution Court Permeable Pavers Parking Lot) be adopted.

R-101-24 RESOLUTION APPROVING IEPA GREEN INFRASTRUCTURE GRANT FOR PERMEABLE PAVERS APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving and authorizing the village mayor to execute a five (5) year master services and subscription purchasing agreement with Axon Enterprise, Inc. for the purchase of eighteen (18) Axon Taser 10 units, with cartridges, for the Police Department at a total cost not to exceed \$116,299.00 over five years be adopted.

R-102-24
RESOLUTION APPROVING
PURCHASE AND
SUBSCRIPTION FOR
TASERS FOR POLICE
DEPARTMENT
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution authorizing acceptance of an Illinois Community Canopy-Tree Removal Partnership Grant in the amount of \$22,482.00 be adopted. Public Works Director Stella described the process for removal of trees that are at risk. There are three separate inspections by a certified arborist prior to any tree being removed.

R-103-24 RESOLUTION ACCEPTING CANOPY TREE REMOVAL PARTNERSHIP GRANT APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Supplemental Resolution directing and revising expenditure of budgeted and uncommitted American Rescue Plan Act funds for the Village of Forest Park, Cook County, Illinois be adopted.

R-104-24
SUPPLEMENTAL
RESOLUTION DIRECTING
ARPA FUNDS
EXPENDITURES
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Ordinance granting a conditional use permit for a Cannabis Dispensary in the B-2 District in the Village of Forest Park, Cook County, Illinois re: PZC 2024-07: 7207 Roosevelt Road: P.I.N. 15-13-431-035 be adopted.

O-37-24
ORDINANCE GRANTING
CONDITIONAL USE FOR
CANNABIS DISPENSARY
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Probationary Police Officer Eligibility List to fill a vacancy in the Police Department.

BOARD OF FIRE AND POLICE COMMISSIONERS DIRECTED TO HIRE ONE PROBATIONARY POLICE OFFICER **ROLL CALL:**

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham to appoint Rachell Entler as the Director of the Village of Forest Park's Department of Emergency Services, as directed in section 2-10-3 of chapter 10, entitled "Emergency Management Agency," of title 2, entitled "Boards and Commissions."

RACHELL ENTLER
APPOINTED TO SERVE AS
DIRECTOR OF
EMERGENCY SERVICES
APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the banner request from the Chamber of Commerce to promote their annual Holiday Walk on December 6, 2024. It was suggested that these types of requests and raffle permit requests be evaluated and approved by staff instead of the Village Council.

CHAMBER OF COMMERCE BANNER REQUEST APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Entler reported that there is a lot going on in Forest Park, and it is not going to slow down any time soon. The administrator invited the public to check out our social media pages and/or the weekly newsletter for more information. Last, Administrator Entler stated that staff is busy gearing up for the yearend and the upcoming new year.

COMMISSIONER'S REPORTS:

Commissioner Maxham reported that the Fire Department is participating in Movember, a men's health initiative, and are selling t-shirts to raise funds for the cause. T-shirts are available for purchase at the Fire Station. The commissioner expressed her gratitude to the Park District, Mike Thompson, Chief Hankus, Chief Gross, and Park Director Iovinelli for their work in presenting the Veteran's Day ceremony and dedication on Monday. Last, Commissioner Maxham reminded all in attendance that Friday, November 15th, there is a 90th anniversary celebration at the Park District.

Commissioner Nero reported that the Aldi grocery store was able to open on time, despite the construction delays. The commissioner welcomed the store to Forest Park.

Commissioner Melin-Rogovin reported that she recently attended the Veterans' Day event, the Aldi Grand Opening and Speaker Welch's Senior Fair. The commissioner is participating in the Illinois Department of Veteran's Affairs Operation Rising Sprit, which is an organization that writes holiday cards to veterans who are currently in the hospital. Last year the group wrote and delivered over 300 cards. This year there will be an event tomorrow at the library and another on December 4th at Roberts West Side from 6-9 pm. All are invited.

Commissioner Voogd wished all of the veterans a Happy Veterans' Day, adding the park at Circle and Randolph looks great. The Pumpkin Smash was a success, thanks to the efforts of Geoff and Amy Binns-Calvey, The Recreation Board members, the Public Works department for the setup and Commissioner Melin-Rogovin for donating the gift cards. The event was a lot of fun. The commissioner reported that she met with Administrator Entler and Director Stella to go over the Facilities Review, that was performed last year. The group did a thorough evaluation and discussed planning for some of the bigger issues that need to be addressed in the long term. The commissioner suggested the Council meet to weigh in and plan for these large expenses.

Mayor Hoskins reported that he recently attended the Proviso Ministerial Alliance's event, held at the Community Center last week. Judge ShawnTe Raines-Welch was the guest speaker. In addition, the mayor attended Speaker Welch's Veteran's Resource Fair and the annual Cindy Lyons Health Fair at the Community Center. District 91 has been very engaging with the village and Mayor Hoskins, Chief Hankus and Chief Gross have all visited the schools to talk with the students and parents. Last, Administrator Entler and Mayor Hoskins have been working with some of the under graduate students from Loyola about careers in public service.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:52 P.M.

Respectfully submitted,

Vanessa Belmonte Village Clerk

















Forest Park Police Department

September - October 2024

Monthly Report Monthly Report

UCR STATS 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Felony Arrests	14	20	21	22	27	14	23	11	28	13			193
Misdemeanor Arrests	57	79	71	98	69	91	65	108	88	77			803
Warrant Arrests	9	12	8	9	12	12	12	8	10	7			99
DUI Arrests	2	0	3	1	2	1	0	0	0	1			10
Suspended License Arrests	24	31	38	43	41	35	33	45	35	42			367
Traffic Citations Issued	197	279	273	214	173	295	186	274	253	241			2385
Traffic Crashes	75	56	77	63	69	79	58	55	86	67			685
Vehicular Hijackings	1	2	0	0	0	0	0	0	0	0			3
Total	379	479	491	450	393	512	377	501	500	448			4530
Police Reports	324	313	370	361	372	380	373	365	377	386			3621
INDEX CRIME OFFENSES	<u> </u>												
Criminal Homicide	0	0	0	0	0	0	0	0	4	0			4
Forcible Rape	1	2	1	2	2	0	4	0	1	1			14
Robbery	1	2	0	0	3	3	3	5	1	0			18
Agg. Assault/Agg Battery	0	2	5	6	1	3	2	0	1	3			23
Burglary	8	7	0	2	9	5	4	11	13	3			62
Theft	28	24	25	33	39	38	45	38	34	38			342
Motor Vehicle Theft	16	13	9	7	11	7	6	10	12	5			96
Arson	0	0	0	0	2	0	0	1	0	0			3
Total	54	50	40	50	67	56	64	65	66	50			562
INDEX CRIME ARRESTS													
Criminal Homicide	0	2	0	0	0	0	0	0	4	0			6
Forcible Rape	1	0	0	0	0	0	0	0	0	0			1
Robbery	0	8	0	0	0	0	1	0	2	0			11
Agg. Assault/Agg Battery	0	1	2	3	2	1	0	1	1	0			11
Burglary	1	1	1	0	2	1	2	0	5	0			13
Theft	7	4	4	16	8	14	9	10	9	8			89
Motor Vehicle Theft	0	0	4	1	2	1	0	1	2	2			13
Arson	0	0	0	0	2	0	0	0	0	0			2
Total	9	16	11	20	16	17	12	12	23	10			146
DRUG CRIME ARRESTS													
Cannabis Control Act	1	0	0	3	5	1	3	0	1	0			13
Controlled Substance	7	8	1	8	10	7	6	1	4	2			48
Hypodermic Needle/Syringe	0	0	0	0	0	0	0	0	0	0			0
Drug Paraphernalia	0	0	0	4	0	2	0	0	2	0			6
Methamphetamine	0	0	0	2	0	0	2	0	0	1			4
Total	8	8	1	17	15	10	11	1	7	3			81



September / October 2024

Following are some activities related to the Forest Park Police Department that took place in September and October 2024:

- 09-05-2024 Tour De Proviso Aux. Fluker and Aux. Bolton
- 09-15-2024 Brookfield Zoo First Responders' Day Aux. Ofc. Kobela and Aux. Ofc. Foster-Flores

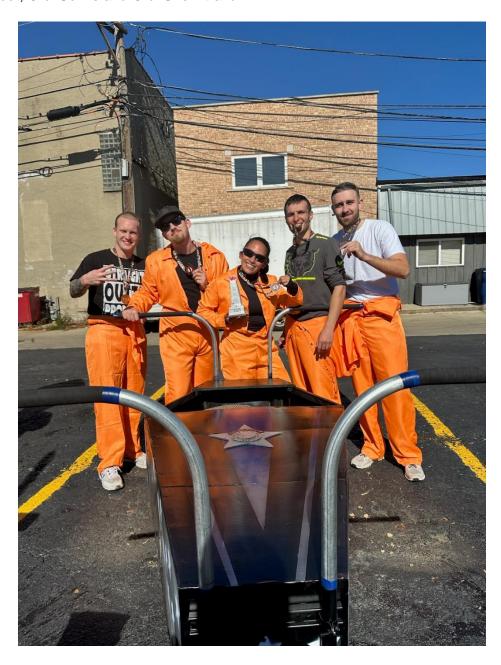




- 9-20-2024 Altenheim 1st Responders' Lunch Chief Gross, Lt. Miller, Sgt. Defors, Ofc.
 O'Connor and Ofc. Arroyo
- 9-24-2024 Received IDOT Certificate of Appreciation for Traffic Safety
- 9-30-2024 Betsy Ross School Second Grade Social Studies Class Unit on Community
 Interview a police officer Ofc. O'Connor
- 10-12-2024 Chili Cookoff 1000 Ferdinand/Lathrop alleyway Ofc. Herigodt visited
- 10-14-2024 Chicago Columbus Day Parade Ofc. Marti



10-19-2024 -- Forest Park Casket Races – Crowd/Traffic Control – Aux. Ofc. Fluker, Aux. Ofc. Foster-Flores, Aux. Ofc. Knack, Aux. Ofc. Rodriguez and Aux. Ofc. Zavala – Forest Park Police Department Team and 3rd Place winners: Ofc. Riglos, Ofc. Printz, Ofc. Herigodt, Ofc. Solms and Ofc. Shemitraku



 10-21-2024 -- Betsy Ross School – Kindergarten Field Trip – Tour of the Forest Park Police Department (colorings presented to the police department on display)



10-29-2024 -- Garfield School – Second Grade Social Studies Class -- Unit On Community –
 Interview a police officer – Chief Gross

Auxiliary Officers sworn in – Marque Dotson and Gabriel Jenkins





• Field Stevenson School – 5th Grade Assembly Reference Online Conduct – Sgt. Caines



Let's ride with community pride at the 5th Annual tour de Proviso, Bellwood

Saturday, October 5, 2024



Whether you're an amateur rider or bike enthusiast, let's pack the streets of Bellwood on October 5, 2024 as we ride the tour de Proviso Bellwood.

Take out your bike, put your helmet on and ride!

Bellwood Village Hall, 3200 Washington Blvd.

7:00 a.m. Check in

8:00 a.m. Advance riders kick off (20 miles)
8:30 a.m. Family friendly riders kick off (5 miles)

9:30 a.m. Community Expo

To become a vendor, contact Cynthia Eubanks at (708) 547-3500 ext 1100 or ceubanks@vil.bellwood.il.us

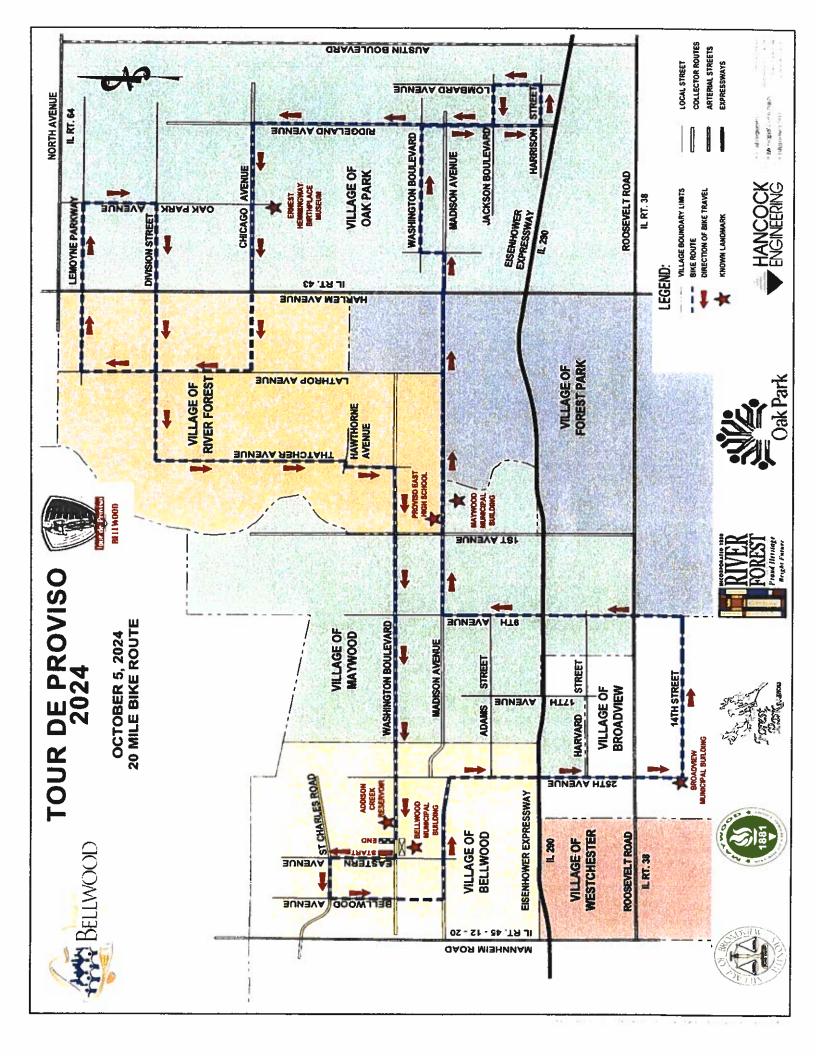






BELLWOOD









bring a marked police vehicle. We encourage officers to We ask officers to come in their assigned uniform and bring a small item (pencils, tokens, etc.) to pass out to provided. Tents must be dropped off by September 13. department tents (10x12ft max) if unable, one will be guests. Officers are encouraged to bring their own





CONSERVE

CONNECT

RSVP by September 5, 2024 to Sgt. Lee Zeitlin at manage or Lee.Zeitlin@brookfieldzoo.org.

Notes: Officers with their squad will be staged in the park from approx. 0930-1400. Officers will be provided with a box lunch.



CONNECT CARE CONSERVE

September 23, 2024

Chief Ken Gross Forest Park Police Department

I would like to thank you for allowing Officer Kristina Kobella and Officer Mario Foster-Flores to attend this year's First Responder Day.

Your Officers were personal, professional and represented your Department with pride and integrity.

The event was a success and the interactions between Law Enforcement and the guests of the Brookfield Zoo were positive and refreshing.

We are already looking forward to next year's First Responder Day and we hope your Department can join us once again!

With Gratitude,

Sqt. Lee Zeitlin

Brookfield Zoo Police

Re: Officer Kristina Kobella Officer Mario Foster-Flores





IT'S TIME TO GET TOGETHER AND CELEBRATE YOU! SO WRITE DOWN THE DATE FRIDAY, SEPTEMBER 20, 2024 AND HEAD ON OVER TO THE ALTENHEIM COURTYARD BRING YOUR APPETITE ANYTIME FROM 11:00-2:00PM WE'LL DO THE REST



September 9, 2024

Ken Gross Chief of Police Village of Forest Park 517 Desplaines Avenue Forest Park, Illinois 60130

Dear Chief Gross,

The staff and residents of The Altenheim are excited to invite you and the members of your department to a Summer Courtyard Barbeque. The enclosed invitation provides the event details.

We look forward to celebrating our village first responders!

Thank you all for your service.

la od (saus

Respectfully,



5th ANNUAL Chili Cookoff Saturday October 12th

1000 Blocks of Lathrop & Ferdinand - Alleyway between Lathrop & Ferdinand

FOODRAISER & CHILI COOK OFF CONTEST

12:30 Chili Drop Off

1:00 to 5:00 pm Eating/Judging/Trophy's Awarded

Please BYOB&C (Bring Your Own Beverage & Chair)

Outdoor event in various garages/yards - RSVP YOUR CHILI by October 9th

Either Bring a Chili or a Donation

Monetary donations benefit Soup & Bread West Non-perishable food items Forest Park Food Pantry

Items that are needed at the Food Pantry: soup, peanut butter, jelly, cereal, oatmeal, box mashed potatoes, stuffing, pasta, pasta sauce, can fruit, can corn, tuna, ramen, boxes of flavored rice sides, kids snacks

Any type of chili can be entered into the contest, please bring your own large spoon to help serve the chili – Bowls, spoons, toppings will be provided

Awards for first and second place

Questions please contact the Lyons Family



September 20, 2024

Police Chief Ken Gross Forest Park Police Department 517 Desplaines Ave. Forest Park, Illinois 60130

Dear Police Chief Ken Gross:

On behalf of the Illinois Department of Transportation (IDOT), Bureau of Safety Programs and Engineering, thank you for your agency's efforts during the third quarter of the Federal Fiscal Year 2024 Sustained Traffic Enforcement Program (STEP).

STEP is designed to provide local law enforcement agencies the additional resources needed to save lives and improve community safety with high visibility enforcement of traffic safety related laws.

Because of your participation, Illinois has seen a decline in fatalities on roadways in 2023. Your agency is to be commended for conducting exceptional enforcement activities during the Distracted Driving Campaign.

IDOT recognizes that your job is not always easy, and your efforts often go unnoticed, but the success of the STEP reflects the dedication and commitment your agency displays towards highway safety.

Thank you, your agency makes Illinois a safer place to travel.

Sincerely,

Stephane B. Seck-Birhame, P.E, PTOE Bureau Chief

Stere Erslinger

By: Steve Esslinger, Safety Projects Manager Bureau of Safety Programs and Engineering

cc: Christopher Chin Julie Coplea Paul Rizzo Sarah Moore



FOR ROADWAY SAFETY AND ENFORCEMENT CERTIFICATE OF APPRECIATION

IDOT's Bureau of Safety Programs and Engineering honors

Forest Park Police Department

In recognition of your exemplary enforcement to change driving behaviors, reduce traffic crashes and save lives in Illinois during the Distracted Driving Campaign

9/20/24 Presented on

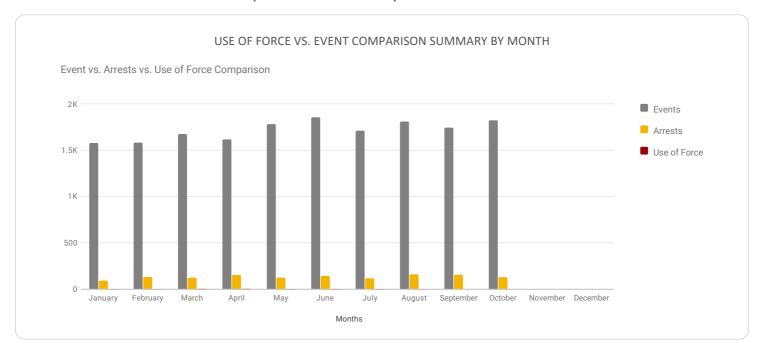
Bureau of Safety Programs and Engineering Illinois Department of Transportation



Report Date: 11/4/2024

Forest Park Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2024)



2024 Events vs. Use Of Force

Total Events:	17208	0.09%
Use of Force Incidents:	15	0.0370

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1581	1	0.06%
February	1585	1	0.06%
March	1678	3	0.18%
April	1620	3	0.19%
May	1785	2	0.11%
June	1859	2	0.11%
July	1714	2	0.12%
August	1813	1	0.06%
September	1747	0	0.00%
October	1826	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

2024 Arrests vs. Use Of Force

Total Arrests: Use of Force Incidents:	1366 15	1.10%
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MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	96	1	1.04%
February	135	1	0.74%
March	128	3	2.34%
April	157	3	1.91%
May	128	2	1.56%
June	146	2	1.37%
July	121	2	1.65%
August	163	1	0.61%
September	159	0	0.00%
October	133	0	0.00%
November	0	0	0.00%
December	0	0	0.00%



Report Date: 11/4/2024

Forest Park Police Department

DASHBOARD - USE OF FORCE - CUSTOM (1/1/2024 - 10/31/2024)

TOTAL INCIDENTS

27

OPEN

O

PENDING ASSIGNED

3

PENDING REVIEW

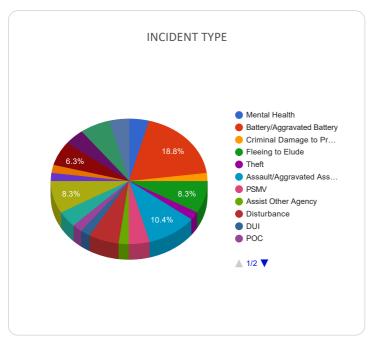
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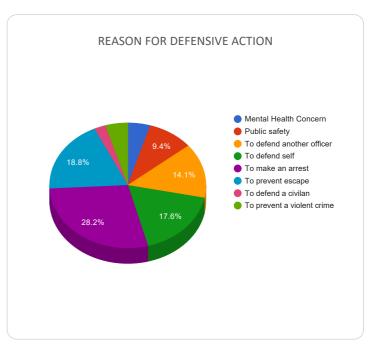
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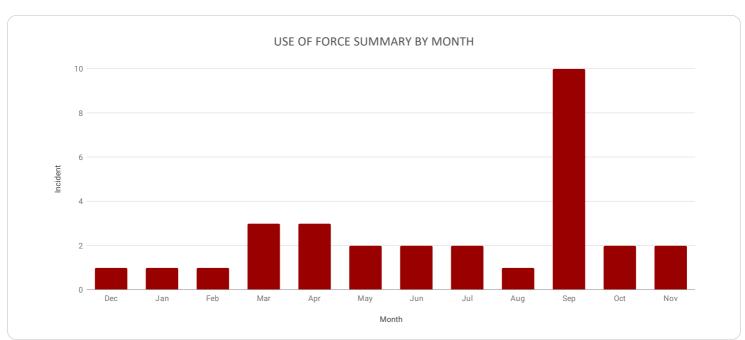
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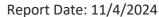
COMPLETE

15











Forest Park Police Department

DASHBOARD - VEHICLE PURSUIT - CUSTOM (1/1/2024 - 10/31/2024)

TOTAL INCIDENTS

24

OPEN

2

PENDING ASSIGNED

1

PENDING REVIEW

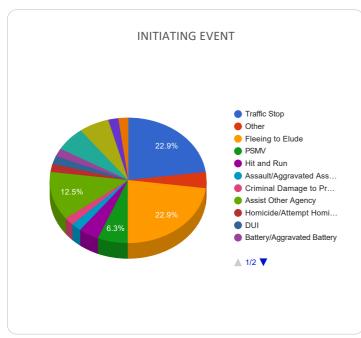
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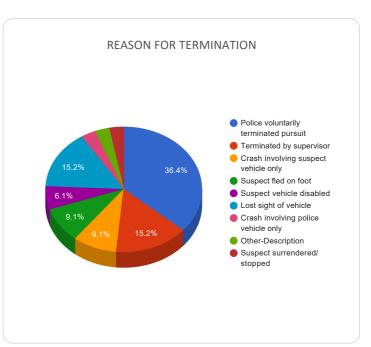
PENDING APPROVAL

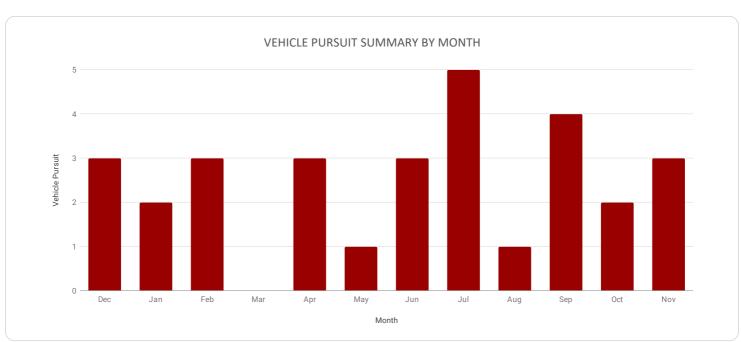
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COMPLETE

19





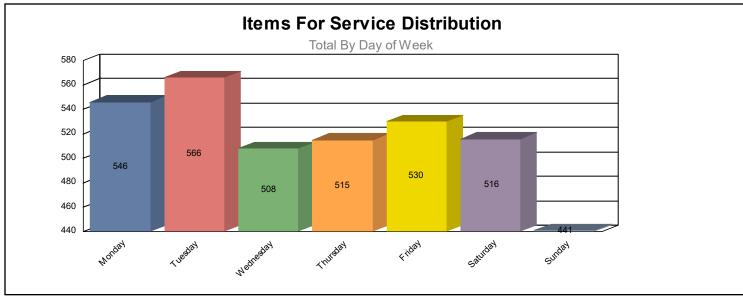


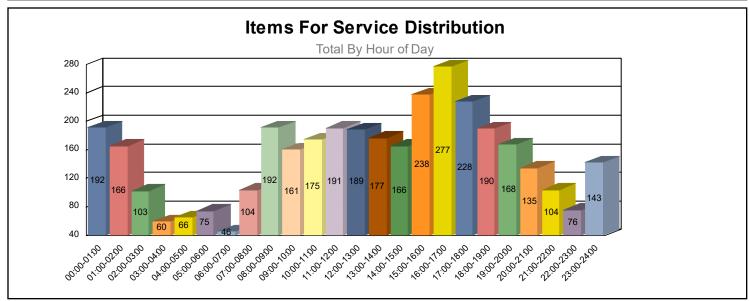
Forest Park Police Department

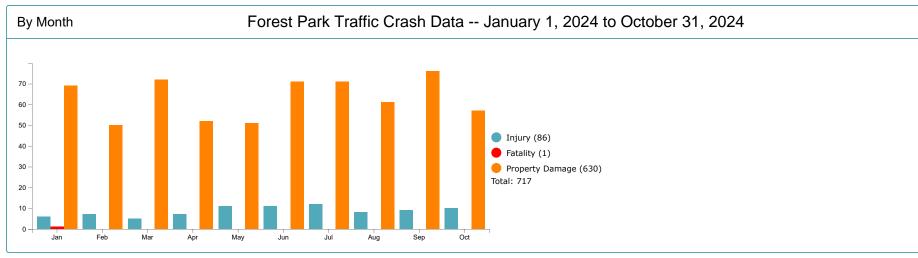
Completed CAPERS Reports (Incident Reports)

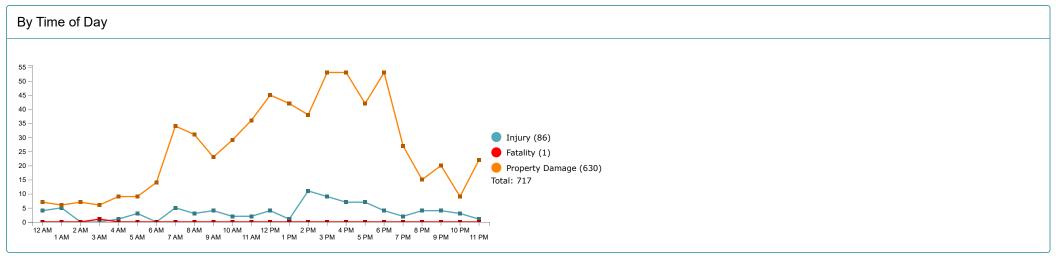
Time Period 01/01/2024 - 10/31/2024

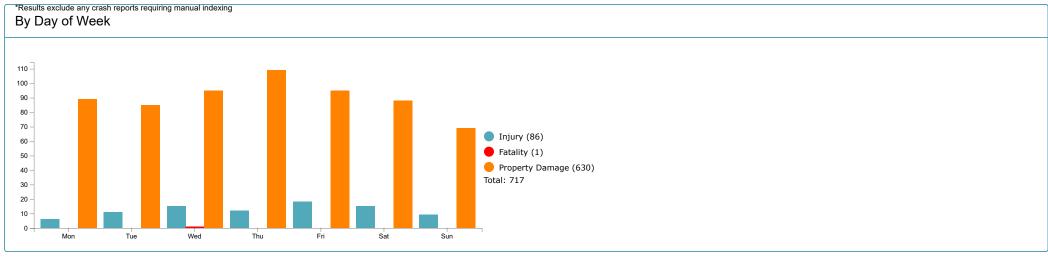
Total Items For Service 3,622













Alcohol Related Crashes

3

Total Crashes

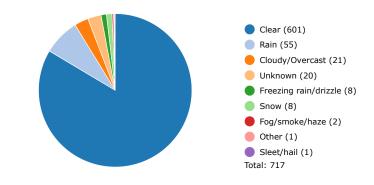
Injury: 2 Injury: 66.67% Fatality: 0 Fatality: 0.00% Property Damage: 1 Property Damage: 33.33%

0.42%

% of Alcohol Related Crashes

*Results exclude any crash reports requiring manual indexing

Weather Conditions



Represented all Crashes requiring manual indexing

55

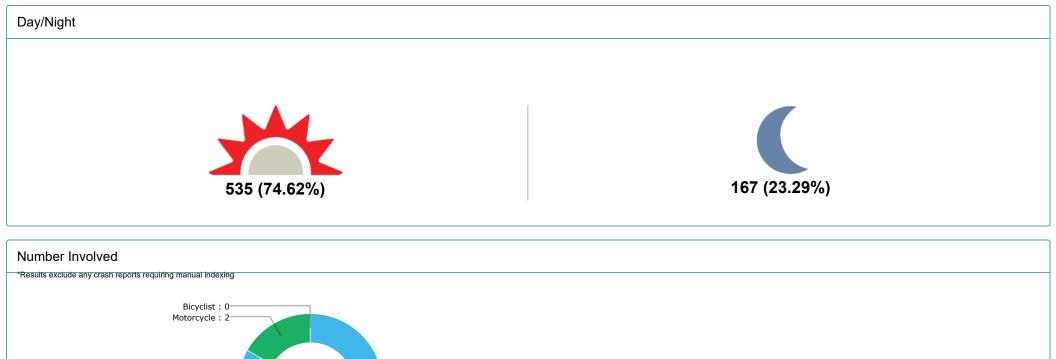
Total Crashes

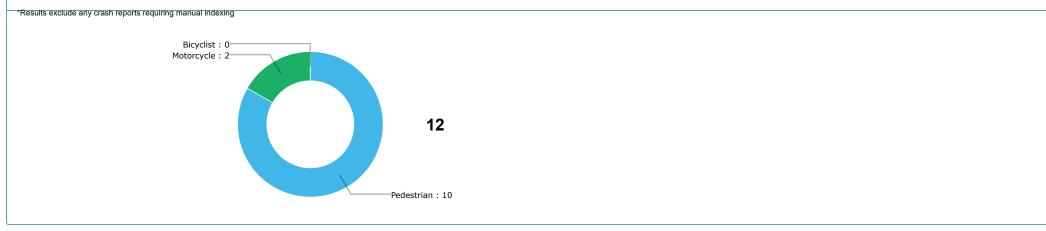
Injury: 4 Injury: 7.27% Fatality: 0 Fatality: 0.00% Property Damage: 51 Property Damage: 92.73%

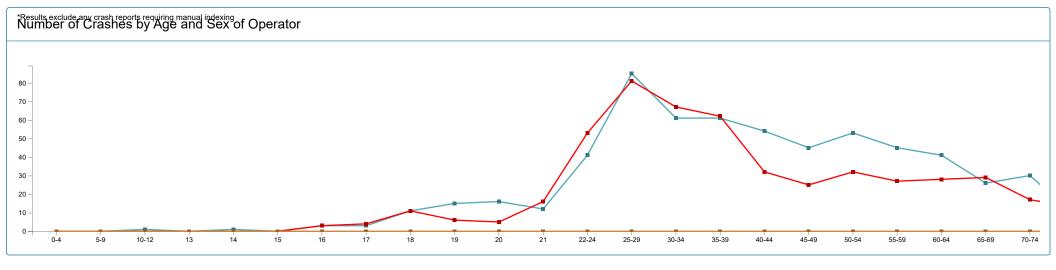
7.67%

% of Commercial Crashes

*Results exclude any crash reports requiring manual indexing









Cook County State's Attorney's Office (CCSAO) September 2024 Report Forest Park

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

1. Adult Felony Review & Prosecution

a) Overall

In September 2024, the CCSAO reviewed and made a charging decision for 18 adult felony cases in Forest Park. 16 cases were approved resulting in an 89% approval rate. Overall, the CCSAO prosecuted 12 cases, and 11 of those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 10 were convicted, a 91% conviction rate. The overall cases, including law enforcement direct file cases, where the CCSAO is not making charging decisions, 10 were convicted, an 83% conviction rate.

	Felony Review			Pros	Prosecution Overall				Prosecution of SAO Filed			
Area	Reviewed Approved*		Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate			
Forest Park	18	16	89%	12	10	83%	11	10	91%			
Cook County	1,534	1,305	85%	1,524	1,042	68%	1,179	931	79%			

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Aggravated Battery Police Officer	4	4	100%	Criminal Damage to Property	2	2	100%
2	Possession of Stolen Motor Vehicle	3	1	33%	Narcotics	2	0	0%
3	Burglary	3	3	100%	Possession of Stolen Motor Vehicle	2	2	100%
4	Failure to Register as a Sex Offender	1	1	100%	Retail Theft	1	1	100%
5	Homicide	1	1	100%	Sex Crimes	1	1	100%

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	499	443	89%	Unlawful Use of Weapons	462	350	76%
2	Retail Theft	104	69	66%	Narcotics	360	118	33%
3	Aggravated Battery Police Officer	103	100	97%	Aggravated Battery Police Officer	67	62	93%
4	Aggravated DUI	76	73	96%	Burglary	61	49	80%
5	Burglary	73	65	89%	Homicide	50	48	96%

c) Felony Review & Prosecution by Race

	Forest Park							Cook County					
Race	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate		Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	16	12	75%	4	4	100%		906	799	88%	1,017	701	69%
White	0	0		5	3	60%		136	110	81%	177	114	64%
Latinx	1	1	100%	1	1	100%		344	301	88%	259	184	71%
Asian	0	0		1	1	100%		7	6	86%	11	9	82%
Biracial	1	0	0%	1	1	100%		6	5	83%	14	9	64%
Other	0	0		0	0			0	0		0	0	
Unknown	3	3	100%	0	0			276	201	73%	42	21	50%



2. Adult Felony Diversion

a) Overall

In September 2024, the CCSAO referred 0 defendants in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 1 defendant failed their diversion program. The overall graduation rate is 0%.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	0	0	1	0%
Cook County	103	28	27	51%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Criminal Damage to Property	0	0	1	0%
Cook Co	unty				
Ranking	Top Diverted Category Total Referral		Total Graduated	Total Failed	Graduation Rate
1	Narcotics	58	25	12	68%
2	Unlawful Use of Weapons	16	2	2	50%
3	Aggravated Battery Police Officer	6	0	2	0%
4	Aggravated Battery	5	0	0	
5	Possession of Stolen Motor Vehicle	5	1	0	100%

c) Diversion by Race

Forest Park

Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	1	0%	71	14	17	45%
White	0	0	0		10	4	3	57%
Latinx	0	0	0		11	6	6	50%
Asian	0	0	0		1	2	0	100%
Biracial	0	0	0		0	2	0	100%
Other	0	0	0		0	0	0	
Unknown	0	0	0		10	0	1	0%

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

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

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





The Public's Confidence in the Police Might Be Better Than You Think

Richard R. Johnson, Ph.D.

November, 2024

In the summer of 2018, we published an article entitled The Public's Confidence in the Police Might Be Better Than You Think that revealed two things. First, while there is always year-to-year fluctuation in public support for the police as news events sway public opinion, the overall rate of support for the police has remained fairly consistent, somewhere between 50% and 60%, for many decades. Second, compared to other social institutions—public education, congress, the presidency, the supreme court, or the news media—support for the police has been much higher for quite some time, and remains higher.

We published that article more than six years ago, before the civil unrest and George Floyd protests of the early 2020s. As we approach the midpoint of the decade, how is the law enforcement profession doing in the eyes of the American public?

Just as we did in our previous article, we rely on Gallup Poll data to address this question. The Gallup Poll conducts online and phone surveys of a random sample of roughly 2,000 persons in the United States every two weeks, selecting a different sample of 2,000 people each two-week period.

The graph in Figure 1 below shows the 35-year trend in Gallup Poll data on public confidence in the local police from 1990 through the first half of 2024. This graph demonstrates the percentage of Americans surveyed by the Gallup Organization who indicated that they had "a great deal" or "quite a lot" of confidence in their local police, year by year. As one can see, when massive and sensational news coverage focuses on a case of alleged police misconduct or corruption, public confidence in the police declines for a couple of years before rebounding. When the

nation begins to remember why it needs the police, such as after mass police layoffs or when violent protests erupt, public confidence rises again. The data reveal that 2024 has seen a strong rebound in public confidence in their local police.

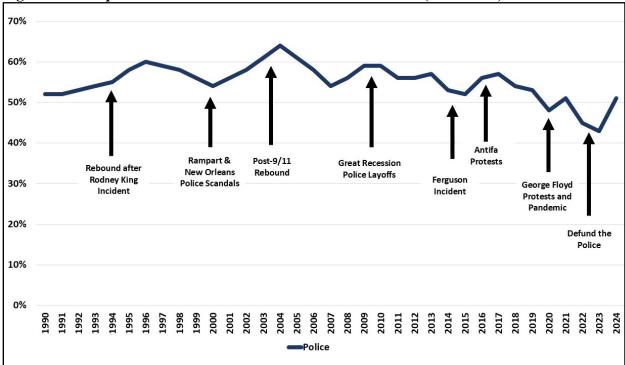


Figure 1. Gallup Poll Data on Public Confidence in the Police (1990-2024)

Source: Dolan Consulting Group LLC with Gallup data

What is most interesting about this 2024 rebound in public confidence in the local police is the demographic makeup of people whose attitudes have improved. According to Gallup, those who have historically expressed the highest confidence in the local police have been political conservatives, persons over the age of 55, and Whites. A Gallup study compared the 2023 to the 2024 data and revealed that the recent increases in public confidence in the local police have occurred most among persons aged 18-34 (a 59% increase), persons of color (a 42% increase), and political independents (a 32% increase).

One plausible explanation for this demographic breakdown in support for the police is found in examining who is impacted most by crime, and who is most reliant on the help of local police. Crime in the United States disproportionately impacts young adult men in communities of color-demographics that correspond with the greatest surges in support for local police.² In other words, those members of the public with the greatest confidence in their local police are found in the demographic categories most likely to be victims of crime.³

While those of us who believe in the vital mission of law enforcement officers would like to see these public trust numbers go even higher, Americans have an inherent mistrust of all government institutions, which inevitably impacts their trust in the police. Numerous surveys that have compared American attitudes with those of other Western democracies, such as Great Britain, France, Germany, Spain, and Japan, consistently reveal that Americans have the greatest sense of cynicism toward government institutions.4

So how does public confidence in law enforcement stack up against public confidence in other government institutions? Law enforcement in the U.S. is overwhelmingly a local government function, with 90% of law enforcement officers employed at the municipal or county level.⁵ The only other local government institution consistently included in Gallup Poll public confidence surveys has been public education. So how does public confidence in law enforcement compare to public confidence in public education since 1994?

Figure 2 compares the trend in public confidence in the police, with public confidence in public education, from 1990 through the first half of 2024. As this graph reveals, public confidence in public education has had year-to-year fluctuations that somewhat mirror public confidence in the local police. However, public confidence in public education has consistently been far below that of local law enforcement.

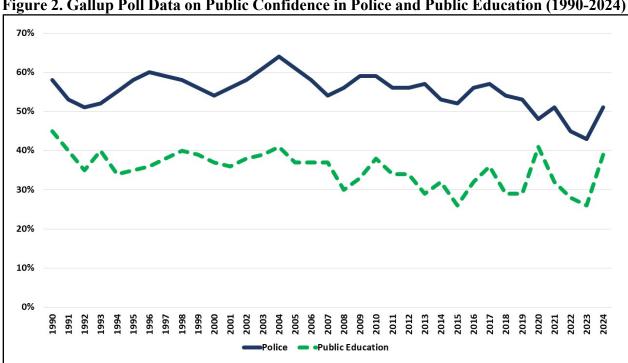


Figure 2. Gallup Poll Data on Public Confidence in Police and Public Education (1990-2024)

Source: Dolan Consulting Group LLC with Gallup data

Since the early 1990s, public education has struggled to reach the 40% confidence mark. In the wake of the pandemic, public confidence in public education plummeted below 30%. Even at its lowest points, public confidence in local police has been almost 15 percentage points higher than public confidence in public education. This is particularly striking when we note that local law enforcement agencies are routinely impacted by police misconduct that occurs hundreds or thousands of miles away, while this is rarely, if ever, true of local schools.

What about other government institutions? Public education and local law enforcement are the only local government institutions that the Gallup Organization tracks with its public confidence surveys. It does, however, track several federal government institutions including the Congress, the President, and the U.S. Supreme Court. How does public confidence in the police compare to public confidence in these three pillars of our national government?

Figure 3 below reveals the levels of public confidence in the police alongside the levels of public confidence in Congress, the President, and the Supreme Court. As this graph reveals, since 1990, public confidence in law enforcement has remained *much* higher than public confidence in the three pillars of the federal government. Even at its worst, public confidence in the police has been almost 20 percentage points higher than public confidence in the Supreme Court or the President at their best. In the first half of 2024, public confidence in the local police was 43 percentage points higher than public confidence in Congress! One would think this finding would merit some national news attention.

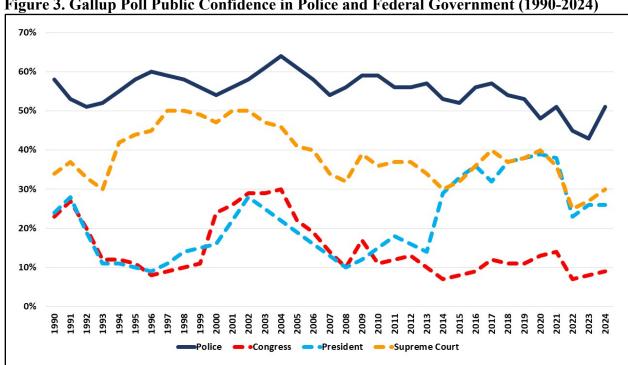


Figure 3. Gallup Poll Public Confidence in Police and Federal Government (1990-2024)

Source: Dolan Consulting Group LLC with Gallup data

Of course, the law enforcement profession should continue to work hard to improve its image among the American public. Nevertheless, compared to other government institutions at the local and national level, it appears that the law enforcement profession is doing well in terms of overall public confidence.

But for countless members of law enforcement, it doesn't seem like the public confidence in the police is high. Negative media coverage of the police is undoubtedly a factor in this perception among officers. This is ironic, in light of the fact that the American public's confidence in the news media is substantially lower than its confidence in the police.

Our final graph in Figure 4 compares the Gallup Poll data on public confidence in the police, with Gallup Poll data on public confidence in the television news media, newspapers, and in the mass news media in general. Television news media refers to all news outlets that began as a television station, either on antenna broadcast or cable television. This includes the news branches of ABC, CBS, NBC, FOX, CNN, MSNBC, Uniden, Telemundo, RT, Al-Jazeera, and the like. The newspaper category refers to newspapers in either print or online format. The final category refers to all news media in general, whether distributed via print, television, radio, podcast, social media, or online. Data in this last category has only been available since 1997.

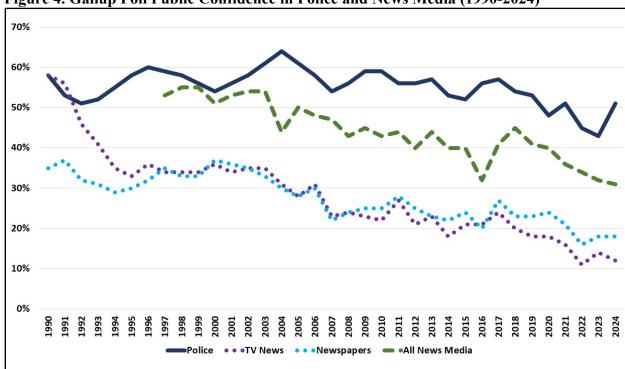


Figure 4. Gallup Poll Public Confidence in Police and News Media (1990-2024)

Source: Dolan Consulting Group LLC with Gallup data

Since the mid-1990s, the American public has had greater confidence in local law enforcement than in any form of news media. Note that this is not a measure of readership or viewership. Of course, with the expansion of the internet there has been declining readership for print newspapers and viewership of television news broadcasts. But this is a survey of whether Americans *trust* these institutions to do their jobs and do them competently. Trust in newspapers was well below 50% before the 1990s began, and television news plummeted to the level of newspapers by the end of the 1990s. Confidence in both of these news sources has continued to decline over the last two-and-a-half decades. In the wake of the pandemic and the 2020 election, public confidence in television news fell below 20%, and public confidence in newspapers fell to 11%.

Most people would consider it a crisis if only about 1 in 10 people in a democracy trusted their free press. As of the first half of 2024, public confidence in the local police was more than 30 percentage points higher than confidence in television news, and almost 40 percentage points higher than confidence in newspapers. The birth of more independent, purely online news sources has contributed to the higher confidence ratings for the general mass news media. Nevertheless, even this category remains in decline and lags behind the local police by 20 percentage points. It may well be time for the news media to take a long hard look at its own practices, and its own public confidence crisis, before spending quite so much time and effort decrying the public's supposed lack of trust in the law enforcement profession.

In summary, public confidence in the police has remained fairly stable over the last 35 years, mostly fluctuating between 50% and 60% from year to year. While it is vital that police leaders continually work to improve public trust in law enforcement, confidence in the police has remained much higher than public confidence in most other government institutions, including public education, Congress, the President, and the Supreme Court. Finally, for almost four decades, public confidence in all news media sources has been declining and is significantly lower than the level of public confidence in law enforcement.

For law enforcement officers in the field, this data indicates that (1) there is a great deal of public trust to be protected through the diligent work in which officers engage on a daily basis in the communities that they protect and serve, and (2) officers should be very wary of letting institutions that lack public trust themselves to define their work and their profession.

References

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¹ Brenan, M. (2024, July 15). U.S. Confidence in Institutions Mostly Flat, but Police Up:

Average Confidence in Institutions Remains Historically Low, at 28%. Gallup Organization.

Accessed at: https://news.gallup.com/poll/647303/confidence-institutions-mostly-flat-police.aspx
² Seifert, D., Andrea Lambe, Sven Anders, Klaus Pueschel, and A. Heinemann. (2009).

Quantitative Analysis of Victim Demographics and Injury Characteristics at a Metropolitan Medico-Legal Center. *Forensic Science International* 188, (1-3): 46-51; Varline, Jayden (2024). Crime Incidents and Victim Demographics: An Examination of Reporting Behaviours. *Journal of Victimology and Victim Justice*: 25166069241245774.

³ Ibid.

⁴ Mauk, D., & Oakland, J. (2008). *American Civilization: An Introduction*. New York, Routledge.

⁵ Reaves, B. A. (2011). *Census of State and Local Law Enforcement Agencies, 2008.* Washington, DC: Bureau of Justice Statistics.

⁶ Brenan, M. (2024, October 14). *Americans' Trust in Media Remains at Trend Low*. Accessed at: https://news.gallup.com/poll/651977/americans-trust-media-remains-trend-low.aspx



Criminal Investigations Division

September and October 2024



The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Detective Lieutenant Dan Pater. Two detectives are assigned to CID; Det. Sgt. Stasinopoulos and Det. Cannon. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer assigned to CID currently working day shift patrol.

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

Francie Lane is Forest Park's Body Worn Camera and Squad Camera Auditor and is in charge of downloading, reviewing, redacting, and submitting video to the Assistant State's Attorney's office. Francie also reviews, redacts, and supplies video for FOIA requests.

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

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

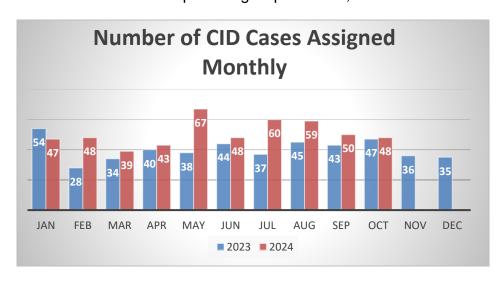
Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed. The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. This PD activated WESTAF for our quadruple homicide on 01 Sep 24.

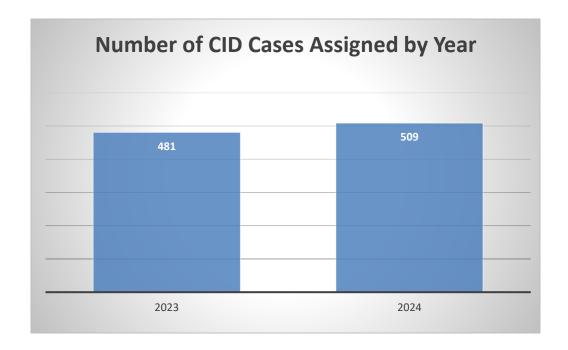
The Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Lt. Miller and Ofc. Kochan are our assigned WEDGE officers.

Det. Lt. Pater is assigned as the Assistant Team Commander for NIPAS (Northern Illinois Police Alarm System) Mobile Field Force, comprised of approximately 135 members from 85 different Police agencies. The NIPAS MFF is a highly trained crowd control team designated to respond to critical incidents involving civil disturbances, union conflicts, public demonstrations, and other events involving large or disorderly crowds. The NIPAS MFF was put on standby 1 time in September and October for planned protest in Buffalo Grove. The NIPAS MFF was activated 3 times for planned and unplanned protests in September and October in Waukegan, Carol Stream, and Skokie.

Forest Park CID still monitors and networks with the Cook County Sheriff's Office and the Chicago Police Department on a Joint Vehicular Hijacking Task Force.

There were 98 new incidents assigned to investigators for follow-up September and October, 2024; 50 in September and 48 in October. Case selection continues to be reduced and screened due to a shortage of manpower and more focus has been exhausted on major cases and those involving violence against victims. In addition to the 98 newly assigned cases, CID detectives continue to work on cases predating September 1, 2024.





The following is a summary of notable investigations in September and October 2024:

- Case #: 24-02883 Murder x 4 On 01 Sep 24, FP Officers responded to the
 Forest Park Blue Line train for 4 deceased individuals. CID Investigators were
 contacted and began investigating. Within approximately 90 minutes of the actual
 crime occurring, the offender was taken into custody after a CTA worker informed
 911 of the potential suspect. The offender was still in possession of the murder
 weapon at the time CID Investigators were able to secure enough evidence to
 procure four counts of homicide for the offender. CID Investigators are still
 currently investigating this case with the ASA's office.
 https://www.forestparkreview.com/2024/09/04/suspect-arrested-in-blue-line-shooting-as-questions-remain/
- Case #: 24-02658 Sex Offender Registration Violator On 14 Aug 24, this PD received information that a Registered Sex Offender was falsifying information and registering in Forest Park, IL, but actually living in Texas. After a thorough investigation by Det. Sgt. Stasinopoulos, probable cause was developed to arrest the offender. On 14 Oct 24, the offender attempted to complete their annual registration and was placed into custody by Ofc. O'Connor and Sgt. B. Reilly. The offender admitted his deception and was ultimately charged with a felony count of Violation of SORA.
- Case #s: 24-02780, 02938, 02939 Burglaries at Planet Fitness Between
 August and September, several burglaries to patron's lockers, where the suspect
 then used their credit cards at Walmart and Dollar Tree. Video surveillance was
 obtained, and a suspect was developed. On 07 Sep 24, the suspect returned to
 Planet Fitness and was detained by FP Officers. Officers Avila and Riglos
 conducted interviews with the suspect, and they were able to link him to report

numbers 2938 and 2939. Det. Cannon was also able to develop evidence to link the offender to report number 2780. The offender was charged with 3 felony counts of burglary; 3 felony counts of ID theft.

- Case #24-03130 Aggravated Battery to PO On 22 Sep 24, an off-duty police
 officer working security at Walmart was struck in the face with a closed fist by a
 retail theft offender. The off-duty PO was in police uniform at the time of the
 battery. With the assistance of Country Club Hills PD, the suspect was taken into
 custody after he attempted to steal from Walmart in their town. The offender was
 charged with one count of Aggravated Battery to a Police Officer.
- Case #24-02986 Battery On 11 Sep 24, a road rage incident occurred. During
 the verbal altercation, a suspect driver uncapped a bottle of lemonade and threw it
 at the victim passenger. The suspect was unable to be identified by the
 victim/witness, however enough evidence was obtained to charge the offender with
 a local ordinance citation for battery.
- Case #24-03497 Retail Theft / PCS On 21 Oct 24, while on the street conducting follow-up investigations, Det. Lt. Pater and Det. Sgt. Stasinopoulos responded to a retail theft from the Dollar Tree. CID Investigators located and detained the offender who was in possession of stolen merchandise and illegal narcotics.
- Case #24-03597 Burglary On 29 Oct 24, a suspect stole a power washer valued at \$450.00 USC from a victim's garage. Ofc. Printz was able to retrieve a photograph of the suspect and approximately 12 hours later located the same suspect at the 711 Desplaines CTA station, where he was detained. Det. Sgt. Stasinopoulos and Det. Cannon furthered the investigation retrieving more video surveillance and assisted on the interview of the suspect. After enough evidence to procure felony charges was obtained, the victim decided he no longer wanted to pursue criminal complaints against the offender, and he was released without charges.
- In addition to these highlighted cases, in the last two months, CID has closed and cleared over 30 prior cases.

Evelyn Simmons is a counselor assigned to the department from Ascension ProCare. Evelyn is outsourced to the Forest Park Police Department two days a week and has office space within the CID building located at 501 Desplaines Ave. See Ms. Simmons' monthly reports

9/3/24 - Outreach call from FP resident's sister:

This worker received a message to return a call to a resident's sister addressing a video message received from this resident's building manager with complaints from other tenants describing this resident as screams and yells coming from the unit. This worker returned this family member's call and obtained similar information. This worker informed this family member that this worker will make a well-being check on the resident but asked if someone from the family will be available for worker and the FPPD to gain entry into the building due to the resident's building operating on a security buzzing system. The response was no. This worker reached out to the department requesting an officer accompany this worker to the

resident's home to complete a wellbeing check. Upon arrival at the resident's home, workers and officers gained entry into the building. There were three officers with this worker as we all knocked at least 5-6x's, calling out to this resident through the door and listening for any movement in the unit. We were unsuccessful at reaching this resident. This worker thanked the officers and informed them I will follow up with the family and inform them of the unsuccessful outreach.

9/4/24 - Follow Update on Wellbeing Check:

This worker reached out to this resident's family member who requested a wellbeing check by this worker and the FPPD. The family was informed the resident did not respond to this requested wellbeing check as we continuously knocked 5-6x each, calling out to the resident from the hall and received no response. Officers went so far as to look through the door's peephole from the outside of the door to see if there were any signs of movement inside the unit. None detected. This family member appreciated the outreach and provided a number to the building management asking if we need to reach out to management again to reach out to Kim Mehmeti @ 773.418.9520. This worker provided this family member with our 24/7 crisis line as well.

9/9/24 - PF Officer Requesting Outreach:

This worker received an email from an FP Officer requesting an outreach to a resident's mother, due to an incident in the community with this resident's involvement from a reported indecent exposure reported from concerned residents which may have been involved or witnessed by two minor children. This worker reached out to this parent as the parent acknowledges the situation is not good and expresses her ongoing efforts to address this issue with the resident by informing the resident of the dangers and unforeseen consequences these actions have if the resident continues to not be mindful of the potential dangers these behavior patterns can cause him. This mother strongly believes in this resident's mental state, it is in no means or intended as a sexual act or an intentional act, but something that triggers him from his M.I. as he doesn't recognize this is an ongoing issue contributing to the communities' concerns. The mother reports this pattern has been going on for over 4 years as this parent has addressed this with the resident for years how this behavior cannot be tolerated and is not appropriate and to take this behavior seriously. This parent states implementing different alternatives such as the purchase of suspenders and belts and tells this resident this is an ongoing problem. This worker staffed this case for alternatives to provide to the parent and the team provided alternatives for this parent to begin if not already more neurological testing with our network provider Alexian Brothers for persons with Autism Spectrum and Development Disorder Resource Center and provided this parent with direct contact info.

9/10/24 - Resident Voicing Personal Concerns with the Department:

This worker received a call from a FP resident referring to a visit by an FP Officer and felt offended by the outcome. This worker informed this resident to explain. This worker informed this resident if they were seeking resolution and awaiting feedback from an issue you were informed someone would be getting back with you, the best alternative is to reach out to the Officer providing this statement to see if they were able to locate information you requested as a simple phone call will be most appropriate. This resident agreed, adding having a lot of stuff going on and needed to process this particular issue out loud. Resident thanked this worker for taking time to reach out as this call concluded appropriately.

9/11/24 - Resident outreach call for support:

This worker received a call from this resident due to being overwhelmed with issues relating to several life issues from home repairs to spouse in rehab, family issues and neighbor concerns. This worker, only able to provide a listening ear for support requesting this resident began to take one issue at a time and not to allow life obstacles to overwhelm them and offered to provide our support line when/if this resident needs to talk with someone. This resident openly accepted the resources as this call concluded appropriately.

9/12/24 - Family Outreach for Additional Options for Love One:

This worker received a call from a family member seeking alternative resources for a loved one they would like to see improve through mental health treatment services. This worker inquired about the worker's petition for this resident to be admitted due to the decreased affect to care for themself. Family member resorts resident was in the hospital for about 3-4 weeks and the physician recommended this resident go into a nursing facility, but the family didn't feel this was necessary and was released back home, but there has been no change since the resident's release from the hospital. This worker provided this family with a number of outpatient resources due to the family not feeling ok with this resident being in a skilled facility. The family was asked to reach out to these providers and share their concerns and decide what works best for their family as this worker re-addressed with the family if their physician made a recommendation in the resident's best interest, it is important to review all available options to ensure the resident's care. This worker provided the family with a list of several outpatient programs they can review and meet as a family to determine the best fit.

9/24/24 - FP Officer's Request Outreach for Community Resident:

This worker received an email from Officer Andrea requesting an outreach to a community resident from a close neighbor of this resident. This worker reached out to the neighbor to obtain any additional information needed to address this resident. The neighbor was hesitant to share much when asked if this worker could obtain this resident's phone number and if she would allow this worker to ring their buzzer for a well-being check if this resident doesn't respond. This neighbor declined this proposal stating this would be a violation of the rules established by the condo board for which she is a member. This worker was able to obtain a phone number from this neighbor reluctantly as this worker thanked the neighbor for her concern for this community resident. This worker made a home visit and utilized it as a wellbeing check, but no one responded. This worker has since mailed resources for this resident to view and reach out as the resident deems necessary.

Follow Up call to neighbor initiating the outreach: This worker is able to leave a voicemail message relating to the unsuccessful outreach including informing the neighbor no response to the unplanned visit and to call 911 and provide our 24/7 crisis line if she feels this neighbor is in need of support services.

9/26/24 - FP Lt. Requesting an outreach to a resident after Dept Several Attempts to Address resident's request:

This worker received a history of reports identifying numerous attempts from the FP PD's to assist this resident with understanding how their actions of continuingly firing a bb-gun in the community, causing fright and concerns in the community and being directed several times on numerous occasions to refrain from this behavior, but this resident has not complied and continues to request property confiscated by the department. To ensure the safety of this resident and the community, this resident's property has been confiscated to ensure both the

resident's safety and the safety of the community. This worker reached out from the number listed on the most recent report and obtained no response.

9/30/24 - Update:

This worker has since made additional outreaches starting with this resident's mother who was able to provide some additional information in regard to this resident's interest in guns. This discussion led to a successful outreach with this resident who shared their version of events with the FP Dept. and the confiscation of their property. This resident acknowledges the reasoning behind the taking of their property, but states recognizing the potential harm to others if they believe these confiscated guns are real. This worker informed this resident of this worker having no influence of your property being returned to as the department has had several interactions with you relating to the potential dangers placed on yourself and the community unknowingly and unintentionally.

10/7/24 - FPPD Report 2403318 - Neighbor expressing concern:

This worker received an email from this department's police officer relating to a wellbeing check on a resident. The neighbor reports this person being in need of support assistance. This is a senior resident, lives alone, difficult speaking, nearly blind along with both physical and mental needs. Upon reviewing this message, this worker reached out to this neighbor as information was provided. A call to Solutions for Care was made and connected to Solutions Intake Dept. and spoke directly with an intake specialist and was able to complete an over the phone intake. This worker informed the intake representatives of information obtained from the department's visit to the resident's home along with the neighbor's statements. S4C representative states there is a process in place for this resident to call and set up an appointment. This worker then informed this representative of this resident's inability to speak as it is reported he mumbles and unable to speak with clarity along with being particularly blind and would not be able to call from himself and if I am I able to complete an intake on this resident's behalf via phone. Representative took down this resident's info, the neighbor's info as well stating the department (S4C) will be reaching out to this resident's neighbor and the resident before the end of today. This worker thanked the S4C representative as the call appropriately concluded. This worker then called the neighbor back to let them know S4C has been notified and will be following up with you as well.

10/10/24 - FP PD Report 2402940 - Resident's Indecent Exposure:

This worker received a report relating to a resident's actions in the community causing everyone in the community increased concerns. This worker reached out to the resident's mother to address these concerns, and she was receptive and addressed their concerns as well. Mother shared her version of the recent court outcome with the magistrate providing a few residential programs which the resident's mother was not able to remember, but the mother reports working on some resources for herself relating to residential programs for this resident. This worker provided this mother with some alternatives to present to the resident's psychiatrists at their next visit on Monday 10/14/24, requesting a referral for a neurologist and testing for cognitive impairment, seizures, tumors, autism / autism spectrum, etc...This will help in determining a number of factors relating to this resident's behavior patterns.

10/13/24 - Resident's Constant Outreach to the Forest Park PD:

This worker received an email from a FPPD Officer after responding to a call from this residence, and concluded a home visit was needed. The offer extended this outreach request to this worker via email requesting an outreach from their encounter with the family. This worker called and spoke with the resident's sister whom this resident resides with, but this

worker was referred to another family member stating this person will be this worker's contact person. This worker asked due to the resident residing with this family member, the worker asked if I may inquire about the incident at this location. This family member again referred this worker to the 2nd family member who will be addressing the issues. This worker then called the alternative family member who was providing as much information from what was being told to him, as some information could not be fully verified. I asked this family member if the resident could be provided with our 24/7 crisis line # opposed to the resident calling the FP PD and we assess and determine if a crisis team needs to be sent out to address this resident's issues, due to it appears the family isn't reaching out, but the resident is. This family member states he will make an effort to provide this resident with our information. This is an open and ongoing case and will continue to obtain additional accurate information as possible to assist this family with supportive resources. This worker also reaches out to The Proviso Partnership program which assists with providing Case Management services for individuals with Mental Health issues and helps people living with mental health manage their systems. I was informed by a senior Intake representative; they will reach out to the resident's family member. This worker thanked this representative and asked to reach out to this worker if they are in need of any additional information or assistance. This worker followed up with the family member and informed him of this program and to expect a call from Proviso Partnership Program.

10/16/24 - Report # 2403372 - Possible Hoarding Assistance:

This worker received information from an officer's outreach to a family member addressing their concerns for a resident of FP. This worker reached out from the contact information provided, but this contact info was not for the resident, but the resident's family member. This person was able to provide this worker with the residents' information and an outreach call was made. Upon speaking with this resident, this resident states being in need of help for organizing and clearing. This worker took down a lot of demographic information and focused on the resident's specific needs and was informed of the next phase of S4C's outreach to this resident. This worker will reach out to Solutions for Care (S4C) as this information will be related to the specialist, from there, someone from S4C will reach out to you to assess your needs. This resident was informed, if there are any additional questions feel free to reach out to this worker as needed. This resident thanked this worker as this call was concluded.

10/21/24 - Report Incident 2403443 - Resident exposing himself In the community: This worker read the report and staffed this case again to address the ongoing incidents with this resident exposing himself in public in the presence of minors and other community residents. This worker informed our team of this resident's ongoing behavior and stated what this worker has provided to the parent to reach out to the family physician and request resident be seen by a specialist (neurologist). This worker outreached to the parent to obtain an update on the resident's visit with his physician and was able to leave a message. This worker will continue an outreach for support.

10/23/24 - FP PD - EMAIL = Juvenile Trouble:

This worker reached out and was able to connect with an adult female of the male minor as this person is identified as the legal guardian of this minor. This guardian was able to provide clarity relating to her grandson and is seeking specific treatment services to address their needs. This worker provided our intake # along with seeking resources for this guardian to reach out and inquire of their treatment for these specifically targeted needs. This worker provided several web links for this guardian to reach out. This worker obtained the guardian's email address and sent over 8 treatment resources for her to reach out. This guardian was

appreciative of the information and was asked to reach out for any additional information as needed.

10/28/24 - FP PD Report # 2403545 - Suspicious Circumstances:

This worker received a detailed email and report relating to an incident involving a community resident making strong accusations of a personal violation of (rape), by the son of a female who has established a business store in the community. This worker reached out to the store owner as their version of the event was shared as this own addressed their concerns that this resident's statements and allegations may harm their business. This worker informed this store owner that this is understandable and can provide no guarantees to what will be shared by this resident in the community, but this worker will reach out to this resident and offer any resources or support needed. This worker informed the store owner of doing the right thing in contacting the FPPD after hearing the allegation made and to allow the process of the law. The store owner appreciated this worker for the outreach as this call concluded appropriately. This worker reached out to the resident making statements relating to what was stated in the report. This worker received no response. This worker has since sent supportive info for victims in need of support. The resident's email was listed on this report and an email was sent to extend an outreach. This worker is currently awaiting a response.

10/28/24 - Crisis Line - FP Family and Son:

This worker reached out from the information provided in an email to address an outreach call from a FP resident's father who is seeking treatment for a son who suffers from extreme anxiety. This father shared his son's symptoms, triggers, and non-compliant with medications. This worker informed the father a call will be extended to his son at the designated time it was requested a call be made. The father thanked this worker as the call was concluded. This worker called the son as it was specified and obtained the son's voicemail. This worker is able to leave a detailed message with contact information. This worker will send out supportive resources for viewing and outreach.

Thank You for this opportunity to provide supportive resources to the Village of Forest Park community residents.

Evelyn Simmons, LSW, MSW Behavioral Health Therapist - Police Crisis Worker - PCW

FOREST PARK POLICE DEPARTMENT ASSET SEIZURE AND FORFEITURES September-October 2024

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

NEW CASES:

- On 09/23/2024, the Forest Park Police Department Patrol Division seized \$938 of United States Currency during a narcotics arrest.
- On 10/20/2024, the Forest Park Police Department Patrol Division seized a 2021 Mazda after the driver was cited for Driving While License Suspended (DUI Based). Estimated Value: \$27,590 ***Lien Holders Rights Apply***
- Forest Park Police Department/Illinois State Police was award \$1,135
 United States Currency based off a 2023 seizure/arrest. Forest Park PD received 4 court orders releasing vehicles that were being seized but then had Administrative Holds.

FOREST PARK POLICE DEPARTMENT License Plate Reader (LPR)/Street Camera Usage September-October 2024

During the months of September-October 2024, the Forest Park Police Department documented 13 usages of the Street Camera and LPR system. Forest Park Police Officers used cameras/technology for a variety of crimes/incidents including Accidents, Hit and Run Accidents, Felony Vehicles, Rowdy Funerals, Burglary Investigations, Official Misconduct Investigations and L.O. Citations for narcotic usage.

These usages resulted in 1 recovered stolen auto.

Rowdy Funerals were sent a total of 30 Local Ordinance Citations and 11 Compliance Citations based off the camera footage.

September-October 2024 Monthly Report Forest Park Police Department Training Cadre

The following is a summary of training:

The FPPD Training Staff conducted one evolution of training during the months of September and October 2024.

September-October:

Range Training:

This training evolution was designed to accomplish several tasks necessary to maintain and improve our officers' skills and capabilities in performing a very high stress/high consequence part of their job- responding to incidents with potential for deadly force. Training of this sort is an *absolute* must for any job involving the carrying and potential use of firearms.

The first task was zeroing our rifles, a procedural drill that verifies the calibration of the weapon's sights to allow the officer to trust and predict what will happen when they press the trigger. The next task was several drills training officers in tracking their sights, followed by firing rounds in succession quickly and accurately. It was completed with an exercise designed for officers to track their sights while firing several rounds and changing targets. Again, a high degree of accuracy was stressed.

The last part of the training day focused on firing while on the move. Adding movement into the training is necessary to create a more realistic experience of what will happen in a potentially deadly force incident- rarely is any part of it stationary. The day ended with two culminating drills that had officers demonstrating the skills focused on during the day.

As I have stated in previous reports and cannot say enough- continuing to train regularly keeps the skill from deteriorating and maintains a level of readiness that promotes confidence in a familiar task. And lastly, this can only be accomplished with the time to train, as well as the necessary equipment and materials needed to make it happen.

Additional Considerations:

 As I have previously reported, the above trainings not only provide officers with skillsets that increase their capability to serve Forest Park, but also increase their confidence in those skills that has been shown to mitigate the probability of panic or overreaction. With our personnel numbers increasing, my hope is to continue offering training on a more regular basis.

- 2. We maintain a high level of training standards at Forest Park, one that other communities have taken notice of. Our readiness not only helps Forest Park, but those around us as well.
- 3. The equipment and materials mentioned above include ammunition to actually train with. Since we do not have a home range, our costs are low relative to other agencies. Maintaining a cache of ammunition to utilize for training goes hand in hand with maintaining our high standards.
- 4. With the SAFE-T Act, all departments in Illinois have been ordered to comply with new mandates in regards to training. This has not been accompanied with a strong vehicle by which departments can implement and complete them. I have been in contact with our local MTU (Mobile Training Unit) and have completed the process for several of our trainings to be recognized by the state as counting toward the SAFE-T Act mandates. This process was extremely tedious and time-consuming but must be completed for our officers to maintain their certifications. Due to this we must take training into account on a more regular basis and with more time to prepare.

Prepared by Sgt. N. DeFors #123

Forest Park Police Department: 2024 Fall Range Training

UNCLASSIFIED//FOUO

WHO: FPPD Full and Part-Time Officers

<u>WHAT</u>: Conduct Range Training <u>WHEN</u>: September-October 2024

WHERE: Kendall County Sheriff's Office Range

PRIMARY OBJECTIVES:

- Zero rifles for increased precision and predictability
- Increase officers' abilities to shoot while moving and under stress
- Obtain accredited hours towards State-Mandated training

SUMMARY:

The FPPD Training Cadre conducted range training over the course of the Fall of 2024. The range training consisted of weapon zeroing, cadence drills, maximizing the usage of sights, and shooting while moving. These drills were designed to put officers in a more realistic scenario drill instead of simply performing a low-stress marksmanship course. However, a high degree of accountability for accuracy was stressed during the training, keeping high our standard of performance. Each officer attended one day of this training, which was approved through the North East Multi-Regional Training group (our regional training group) to count for state-mandated training hours. See monthly report for more details on training in this time period.



Det. Lt. Pater instructing the finer points of zeroing a rifle



Dep. Chief Chin putting Ofc. Marti through a stress test exercise



Officers training a difficult skill- shooting on the move



Some Chiefs still get out there and train with the Officers!

FPPD personnel conducts In Service Training at the Kendall County Sheriff's Office and within the Village. The training increased FPPD personnel's readiness and ability to conduct daily law enforcement operations within the VoFP.

LESO

Nothing to Report

Special Response Team (SRT)

There were no SRT activations for the months of September / October 2024.

Special Response Team Training

The SRT did not conduct training in September / October 2024.

Search Warrants:

There were no Search Warrants for the months of September / October 2024

Auxiliary Unit

An Auxiliary Officer meeting was held on September 11th. The September meeting was brief as the only large event occurring was the scheduled annual Casket Race.

The following events the Auxiliary Unit participated in for the months of September & October 2024:

- 1. 9/15/24 Brookfield Zoo First Responder Day (Auxiliary Officer Kobela)
- 2. 10/5/24 Proviso Bicycle Ride (Auxiliary Officers Bolton & Fluker)
- 3. 10/6/24 Cicero Houby Day Parade CANCELLED
- 4. 10/19/24 Forest Park Annual Casket Race (Auxiliary Officers Knack, Fluker, Foster, Rodriguez and Zavala)

On 10/29/24 Parking Enforcement Officer Gabriel Jenkins and Marque Dotson were both sworn in by Mayor Hoskins as Auxiliary Officers. Marque Dotson is currently employed as a supervisor at the Illinois Secretary of State at the Lombard location. Jenkins and Dotson would be good additions to the Auxiliary unit.

Our next scheduled meeting is set for November 13, 2024. This meeting will focus on the annual Holiday Walk which takes place on December 6th.

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	4,140.24
Public Affairs	18,649.34
Police Department	803.93
Community Center	1,559.52
Accounts & Finance (Clerks Office)	35,573.37
Accounts & Finance (Fire Department)	42,151.47
Department of Health & Safety	12,174.03
Streets and Public Improvements	26,069.96
Public Property	54,812.78
Seizure	144.75
Federal Customs	27,407.48
TIF	31,473.41
VIP	29,680.00
Water Department	264,352.77

TOTAL \$ 548,993.05

ADOPTED BY THE Council of the Village of Forest Park this 25th Day of November 2024

Ayes:	
Nays:	
Absent:	
	Rory Hoskins, Mayor
A TELECOT	
ATTEST:	
Vanessa Belmonte, Village Clerk	
vanessa Dennonie, vinage Cierk	



Account Number		Vendor	Invoice Date	Amount
100-00-000-2200-005	Lisa Drost		07/15/2024	400.00
100-00-000-4450-121	Authorize.Net		10/31/2024	79.92
100-00-000-4450-121	Passport Labs Inc		10/31/2024	136.16
100-00-000-4450-130	Authorize.Net		10/31/2024	433.37
100-00-000-4450-130	Passport Labs Inc		10/31/2024	2,638.47
100-00-000-4450-140	Authorize.Net		10/31/2024	39.12
100-00-000-4450-140	Passport Labs Inc		10/31/2024	207.20
100-00-000-4480-300	Mike Detty		11/12/2024	206.00
			Refunds and Allocations	4,140.24



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-160	Zoom Video Communications Inc	11/04/2024	94.99
100-10-101-6120-305	Corey Thomas	11/10/2024	425.00
100-10-101-6120-305	Rachell Entler	10/08/2024	41.38
100-10-101-6120-305	Illinois State Police	10/31/2024	15.00
100-10-101-6140-100	Illinois Municipal League	10/01/2024	1,250.00
100-10-101-6150-112	Chicago Metropolitan Agency for Planning	11/07/2024	605.41
100-10-101-6150-120	Rachell Entler	06/18/2024	41.14
100-10-101-6150-120	Rachell Entler	08/01/2024	24.66
100-10-101-6150-120	Rachell Entler	09/05/2024	23.05
100-10-101-6150-120	Rachell Entler	09/17/2024	16.21
100-10-101-6150-120	Rachell Entler	10/21/2024	5.76
100-10-101-6150-125	Rachell Entler	06/20/2024	32.83
100-10-101-6150-125	Rachell Entler	09/09/2024	309.57
100-10-101-6150-125	Rachell Entler	09/20/2024	49.99
100-10-101-6150-125	Rachell Entler	10/10/2024	29.35
100-10-101-6150-220	Anastasie M. Senat	10/31/2024	825.00
100-11-111-6100-120	Techno Consulting Inc	11/01/2024	3,850.00
100-11-111-6110-105	Agilant Solutions Inc	10/31/2024	8,648.00
100-11-111-6110-105	Techno Consulting Inc	11/01/2024	300.00
100-11-111-6110-110	Springbrook Holding Company LLC	10/31/2024	22.00
100-11-111-6110-110	Techno Consulting Inc	07/21/2024	1,000.00
100-11-111-6110-110	Techno Consulting Inc	11/01/2024	1,040.00
		Public Affairs	18,649.34



Account Number	Vendor	Invoice Date	Amount
100-12-121-6120-305	Westgate Flower and Plant Shop	10/30/2024	92.98
100-12-121-6150-114	Illinois Assoc of Chiefs of Police	10/01/2024	130.00
100-12-123-6145-202	T-Mobile USA Inc	10/29/2024	50.00
100-12-124-6150-114	Thomson Reuters-West	11/01/2024	491.85
100-12-125-6140-204	SCHAUERS HARDWARE	10/31/2024	39.10
		Police Department	803.93



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-200	SCHAUERS HARDWARE	10/31/2024	68.30
100-15-154-6170-110	Coopers Hawk	11/06/2024	854.80
100-15-154-6170-110	Infinity Transportation Management	09/26/2024	636.42
		Community Center	1,559.52



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2024	635.40
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2024	77.45
100-21-211-6110-110	Gordon Flesch Co Inc	11/05/2024	52.43
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2024	113.00
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2024	60.00
100-21-211-6140-104	Quill	10/31/2024	40.77
100-21-211-6140-104	Quill	10/31/2024	19.41
100-21-211-6140-104	Quill	10/31/2024	226.76
100-21-211-6140-104	Quill	11/05/2024	283.96
100-21-211-6140-104	Quill	11/06/2024	219.53
100-21-211-6140-104	Quill	11/06/2024	73.47
100-21-211-6140-110	34 Publishing Inc	11/01/2024	3,200.00
100-21-211-6140-140	Quill	11/06/2024	116.68
100-21-211-6150-112	Municipal Clerks of Illinois	11/07/2024	65.00
100-21-211-6150-112	Municipal Clerks of Illinois	11/07/2024	65.00
100-21-211-6150-112	Municipal Clerks of Illinois	11/18/2024	65.00
100-21-211-6150-122	Illinois GFOA	11/04/2024	20.00
100-21-211-6150-150	AT&T	11/01/2024	656.43
100-21-211-6150-150	AT&T	11/04/2024	89.17
100-21-211-6150-150	AT&T	11/07/2024	1,372.18
100-21-211-6150-150	AT&T LONG DISTANCE	11/04/2024	4.78
100-21-211-6190-003	POLICE PENSION FUND	11/14/2024	9,947.00
100-21-211-6190-004	Firefighters Pension Fund	11/14/2024	9,947.00
100-21-211-7000-080	Pitney Bowes Inc	11/08/2024	358.71
100-22-221-6320-520	Amazon.com	11/13/2024	2,405.08
100-22-221-6320-520	Amazon.com	11/13/2024	2,405.08
100-22-221-6320-520	Amazon.com	11/13/2024	2,405.08
100-22-221-6320-520	Amazon.com	11/13/2024	649.00

Accounts and Finance (Clerks Office) 35,573.37



Account Number	Vendor	Invoice Date	Amount
100-00-000-2250-010	Taylor'd Systems LLC	11/01/2024	31,387.50
100-30-301-6120-305	Forest Printing Company	10/30/2024	79.22
100-30-301-7000-040	SCHAUERS HARDWARE	10/31/2024	60.72
100-30-302-6110-200	Air One Equipment Inc	10/31/2024	200.00
100-30-302-6110-200	Haiges Machinery Inc.	10/23/2024	304.00
100-30-302-6145-100	Air One Equipment Inc	08/01/2024	3,307.00
100-30-302-6145-100	Air One Equipment Inc	08/19/2024	3,313.00
100-30-302-6145-100	Air One Equipment Inc	08/19/2024	3,319.00
100-30-302-6155-110	SCHAUERS HARDWARE	10/31/2024	25.18
100-30-302-6155-110	Amazon.com	10/29/2024	39.95
100-30-302-6155-110	Amazon.com	10/29/2024	53.83
100-30-303-6145-300	Amazon.com	11/05/2024	62.07
	Accounts and	Finance (Fire Department)	42,151.47



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	10/03/2024	1,800.00
100-40-401-5000-017	Tariq Dandan	11/01/2024	1,502.00
100-40-401-5000-017	Raymond Traynor	11/13/2024	540.00
100-40-402-6100-115	Courtney Kashima	10/31/2024	62.50
100-40-402-6100-115	Courtney Kashima	10/31/2024	525.00
100-40-402-6141-003	Christopher Burke Engineering LTD	11/04/2024	2,165.00
100-40-402-6150-232	B&F Construction Code Service	10/29/2024	80.00
100-40-402-6150-232	Tariq Dandan	11/01/2024	2,832.00
100-40-402-6150-240	Book Reporting Service	10/30/2024	408.20
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/01/2024	1,200.00
100-40-410-6140-100	Backflow Solutions Inc	11/01/2024	495.00
100-40-410-6140-110	Forest Printing Company	10/30/2024	268.33
100-40-410-6140-110	Imperial Reprographics & Supply	11/06/2024	296.00

Department of Health and Safety

12,174.03



Account Number	Vendor	Invoice Date	Amount
100-50-501-6120-305	SCHAUERS HARDWARE	10/31/2024	20.67
100-50-501-6120-305	The Feed Store	11/05/2024	71.40
100-50-502-6140-202	SCHAUERS HARDWARE	10/31/2024	63.07
100-50-502-6180-160	Com Ed	10/24/2024	4,235.46
100-50-502-6185-102	Lakeshore Recycling Systems LLC	10/31/2024	2,833.45
100-50-502-6185-505	West Cook County Solid Waste	10/31/2024	18,845.91
	Streets or	nd Public Improvements	26,069.96
	Succis at	ia i aone improvements	20,009.90



Account Number	Vendor	Invoice Date	Amount
100-55-551-7000-001	Addis Auto Parts Inc	11/08/2024	15,310.81
100-55-551-7000-001	Addis Auto Parts Inc	11/11/2024	52.76
240-00-000-4580-100	Addis Auto Parts Inc	11/08/2024	(500.00)
100-55-552-6180-114	SCHAUERS HARDWARE	10/31/2024	205.14
100-55-552-6180-114	McAdam Landscaping	10/31/2024	437.60
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2024	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2024	5,733.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2024	766.50
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2024	364.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2024	796.56
100-55-553-6180-152	Lyons Pinner Electric Co	10/31/2024	595.00
100-55-553-6180-160	AEP Energy	11/15/2024	2,633.25
100-55-553-6180-160	Com Ed	10/29/2024	25.99
100-55-553-6180-160	Com Ed	10/29/2024	716.91
100-55-553-6180-160	Com Ed	10/29/2024	26.17
100-55-553-6180-160	Com Ed	10/29/2024	29.77
100-55-553-6180-160	Com Ed	10/29/2024	26.76
100-55-553-6180-160	Com Ed	10/29/2024	106.45
100-55-553-6180-160	Com Ed	10/29/2024	361.38
100-55-553-6180-160	Com Ed	10/30/2024	34.86
100-55-555-6180-100	SCHAUERS HARDWARE	10/31/2024	9.43
100-55-555-6180-100	Colley Elevator Co	11/01/2024	292.00
100-55-555-6180-100	Kinetic Energy Inc.	10/30/2024	2,991.00
100-55-555-6180-100	Kinetic Energy Inc.	10/30/2024	199.50
100-55-555-6180-100	Quill	10/31/2024	575.70
100-55-555-6180-100	Quill	11/06/2024	41.76
100-55-555-6180-110	Comcast	11/02/2024	50.40
100-55-555-6180-115	Illinois Alarm	11/01/2024	255.00
100-55-555-6180-130	Comcast	11/01/2024	331.68
100-55-555-6180-140	SCHAUERS HARDWARE	10/31/2024	43.61
100-55-555-6180-140	Comcast	10/22/2024	224.25
100-55-555-6180-140	Comcast	10/28/2024	2.10
100-55-555-6180-150	Tim Stefl Inc	10/29/2024	429.23
100-55-570-6155-106	Amazon.com	11/07/2024	34.33
100-55-570-6155-106	Currie Motors Chevrolet	10/30/2024	6.79
100-55-570-6155-106	Fleet Safety Supply	10/30/2024	97.56
100-55-570-6155-106	Fleet Safety Supply	10/31/2024	1,059.10



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Factory Motor Parts Co	04/01/2024	25.20
100-55-570-6155-106	Factory Motor Parts Co	04/03/2024	85.90
100-55-570-6155-106	Factory Motor Parts Co	04/03/2024	226.00
100-55-570-6155-106	Factory Motor Parts Co	04/04/2024	111.00
100-55-570-6155-106	Factory Motor Parts Co	04/04/2024	34.76
100-55-570-6155-106	Factory Motor Parts Co	04/05/2024	483.00
100-55-570-6155-106	Factory Motor Parts Co	04/05/2024	276.93
100-55-570-6155-106	Factory Motor Parts Co	04/08/2024	120.00
100-55-570-6155-106	Factory Motor Parts Co	04/08/2024	1,361.31
100-55-570-6155-106	Factory Motor Parts Co	05/07/2024	(28.00)
100-55-570-6155-106	Factory Motor Parts Co	05/10/2024	(159.72)
100-55-570-6155-106	Factory Motor Parts Co	05/14/2024	(298.81)
100-55-570-6155-106	Factory Motor Parts Co	05/20/2024	44.17
100-55-570-6155-106	Factory Motor Parts Co	05/28/2024	57.52
100-55-570-6155-106	Factory Motor Parts Co	05/29/2024	238.75
100-55-570-6155-106	Factory Motor Parts Co	06/05/2024	(26.37)
100-55-570-6155-106	Factory Motor Parts Co	06/05/2024	(89.33)
100-55-570-6155-106	Factory Motor Parts Co	06/18/2024	(37.00)
100-55-570-6155-106	Factory Motor Parts Co	06/24/2024	(88.80)
100-55-570-6155-106	Factory Motor Parts Co	07/01/2024	163.83
100-55-570-6155-106	Factory Motor Parts Co	07/05/2024	(114.78)
100-55-570-6155-106	Factory Motor Parts Co	07/09/2024	(15.00)
100-55-570-6155-106	Factory Motor Parts Co	07/11/2024	(95.20)
100-55-570-6155-106	Factory Motor Parts Co	07/31/2024	(50.00)
100-55-570-6155-106	Factory Motor Parts Co	08/01/2024	154.83
100-55-570-6155-106	Factory Motor Parts Co	08/01/2024	(18.00)
100-55-570-6155-106	Factory Motor Parts Co	08/08/2024	(18.00)
100-55-570-6155-106	Factory Motor Parts Co	08/27/2024	(29.91)
100-55-570-6155-106	Factory Motor Parts Co	08/30/2024	(90.06)
100-55-570-6155-106	Factory Motor Parts Co	09/10/2024	172.18
100-55-570-6155-106	Factory Motor Parts Co	09/10/2024	(18.00)
100-55-570-6155-106	Factory Motor Parts Co	09/10/2024	(134.40)
100-55-570-6155-106	Factory Motor Parts Co	09/13/2024	144.35
100-55-570-6155-106	Factory Motor Parts Co	09/16/2024	193.51
100-55-570-6155-106	Factory Motor Parts Co	10/08/2024	(305.89)
100-55-570-6155-106	Factory Motor Parts Co	10/15/2024	(9.00)
100-55-570-6155-106	Factory Motor Parts Co	10/18/2024	826.41



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Factory Motor Parts Co	10/18/2024	492.00
100-55-570-6155-106	Factory Motor Parts Co	10/22/2024	(128.45)
100-55-570-6155-106	Factory Motor Parts Co	10/23/2024	47.66
100-55-570-6155-106	Factory Motor Parts Co	10/24/2024	(47.66)
100-55-570-6155-106	Factory Motor Parts Co	11/05/2024	68.40
100-55-570-6155-106	Factory Motor Parts Co	11/05/2024	391.72
100-55-570-6155-106	Factory Motor Parts Co	11/06/2024	200.40
100-55-570-6155-106	Factory Motor Parts Co	11/06/2024	229.95
100-55-570-6155-106	Factory Motor Parts Co	11/13/2024	290.79
100-55-570-6155-106	Kimball Midwest	11/05/2024	508.14
100-55-570-6155-106	Linde Gas North America LLC	10/21/2024	230.45
100-55-570-6155-106	Linde Gas North America LLC	10/31/2024	84.88
100-55-570-6155-106	Linde Gas North America LLC	11/09/2024	200.07
100-55-570-6155-106	McCann Industries Inc	10/30/2024	99.38
100-55-570-6155-106	Standard Equipment Co.	11/06/2024	936.10
100-55-570-6155-106	Standard Equipment Co.	11/06/2024	120.36
100-55-570-6155-106	Terminal Supply Co	10/30/2024	944.82
100-55-570-6155-106	Waytek INC	11/05/2024	470.48
100-55-570-6155-110	Factory Motor Parts Co	04/03/2024	37.39
100-55-570-6155-110	Factory Motor Parts Co	06/27/2024	409.99
100-55-570-6155-110	Snap on Industrial	10/29/2024	50.76
100-55-570-6155-112	Berwyn Garage	10/10/2024	223.09
100-55-570-6155-112	Berwyn Garage	10/16/2024	2,749.23
100-55-570-6155-112	Commercial Tire Service	10/29/2024	1,725.35
100-55-570-6155-112	Commercial Tire Service	10/31/2024	187.64
100-55-570-6155-112	D & K Truck Safety Lanes	10/31/2024	80.00
100-55-570-6155-202	Arlington Heights Ford	11/08/2024	5,401.21
		Public Property	54,812.78



Account Number		Vendor	Invoice Date	Amount
230-00-000-6900-230 230-00-000-6900-230	Andrea Caines J.G. Uniforms		11/03/2024 11/11/2024	115.45 29.30
			Seizure	144.75



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-231	Illinois Communications Sales Inc	09/03/2024	13,483.06
232-00-000-6900-231	Illinois Communications Sales Inc	09/03/2024	12,518.42
232-00-000-6900-231	J.G. Uniforms	11/04/2024	240.00
232-00-000-6900-231	Motorola Solutions StarCom21 Network	11/01/2024	120.00
232-00-000-6900-231	Ray O'Herron Co Inc	11/04/2024	250.00
232-00-000-6900-231	Special T Unlimited	10/23/2024	796.00
		Federal Customs	27,407.48



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	11/04/2024	765.00
304-00-000-6100-105	Christopher Burke Engineering LTD	11/04/2024	1,200.00
304-00-000-6185-700	Christopher Burke Engineering LTD	11/04/2024	7,472.74
304-00-000-6185-700	Chicagoland Paving Contractors Inc	11/04/2024	21,035.67
309-00-000-6100-115	Michael Grimes	10/01/2024	1,000.00
		TIF	31,473.41



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	11/04/2024	1,755.00
312-00-000-7000-130	Christopher Burke Engineering LTD	11/04/2024	2,565.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/04/2024	400.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/04/2024	300.00
312-00-000-7000-312	K-Five Hodgkins LLC	10/21/2024	160.00
312-00-000-7000-312	M & J Asphalt Paving Company Inc	09/11/2024	24,500.00
		VIP	29,680.00



Account Number	Vendor	Invoice Date	Amount
501-80-800-4910-305	Cook County Clerk	11/08/2024	103.00
501-80-800-6100-105	Christopher Burke Engineering LTD	11/04/2024	2,653.31
501-80-800-6110-105	Springbrook Holding Company LLC	10/31/2024	951.00
501-80-800-6150-154	Com Ed	10/29/2024	66.70
501-80-800-6150-154	Com Ed	10/29/2024	23.65
501-80-800-6150-154	Com Ed	10/30/2024	151.07
501-80-800-6150-154	Constellation Energy Services Inc	10/04/2024	162.84
501-80-800-6150-154	Constellation Energy Services Inc	10/29/2024	2,340.98
501-80-800-6150-154	Constellation Energy Services Inc	10/31/2024	181.01
501-80-800-6800-100	Brookfield North Riverside Water Commission	11/01/2024	9,353.00
501-80-800-6800-100	City of Chicago	11/08/2024	167,532.30
501-80-800-6800-150	Clear View	11/13/2024	5,761.63
501-80-800-6800-151	Centurion Plumbing Company	11/06/2024	47,720.23
501-80-800-6800-151	Centurion Plumbing Company	11/06/2024	8,794.51
501-80-800-6800-151	Clear View	11/11/2024	1,533.00
501-80-800-6800-151	Core & Main LP	10/30/2024	413.00
501-80-800-6800-151	Core & Main LP	10/30/2024	826.00
501-80-800-6800-151	Village of Oak Park	10/16/2024	2,276.69
501-80-800-6800-151	Village of Oak Park	10/31/2024	1,344.00
501-80-800-6800-153	SCHAUERS HARDWARE	10/31/2024	42.71
501-80-800-6800-176	Core & Main LP	09/09/2024	195.00
501-80-800-6800-176	Core & Main LP	09/25/2024	111.18
501-80-800-6800-176	Core & Main LP	09/26/2024	(111.18)
501-80-800-7000-003	Christopher Burke Engineering LTD	11/04/2024	3,189.64
501-80-800-7000-006	Christopher Burke Engineering LTD	11/04/2024	3,050.00
501-80-800-7000-006	Christopher Burke Engineering LTD	11/04/2024	3,200.00
501-80-800-7000-006	Christopher Burke Engineering LTD	11/04/2024	235.00
501-80-800-7000-020	Christopher Burke Engineering LTD	11/04/2024	2,252.50

Water Department 264,352.77

ORDINANCE NO. O- -24

AN ORDINANCE OF THE VILLAGE OF FOREST PARK AUTHORIZING AND APPROVING EXECUTION OF A CERTAIN REAL PROPERTY DONATION AGREEMENT ACCEPTING THE DONATION OF THE PROPERTY COMMONLY DESCRIBED AS 7410 WEST MADISON STREET, FOREST PARK, ILLINOIS

WHEREAS, 7410 Madison Property, LLC, the owner of the ground level commercial property with two (2) on-site parking spaces, commonly known as 7410 West Madison Street, Forest Park, Illinois ("Property"), is offering to donate, at no acquisition cost to the Village of Forest Park ("Village") the Property; and

WHEREAS, the Village desires and is willing to accept the donation of the Property, pursuant to that certain Donation Letter Agreement ("Agreement"), the form of which Agreement is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the corporate authorities deem it advisable and necessary and in the best interest of the residents of the Village and to promote the orderly function of the Village's operations to authorize and approve the execution of, and to perform the obligations under, the Agreement to accept donation of the Property.

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

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

Section 2. The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interest of the residents of the Village and to promote the orderly function of the Village's operation that the Village accept the donation of the Property, in substantial accordance with the terms and provisions set forth in the Agreement, attached hereto

and made a part hereof as <u>Exhibit A</u>, at no acquisition cost to the Village, as set forth in said Agreement.

Section 3. The signature of the Mayor to accept donation of the Property, pursuant to the Agreement, and the Village proceeding to accept the donation of the Property, pursuant to the Agreement, is hereby approved and authorized.

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

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

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of November, 2024.

AYES:		
NAYS:		
ABSENT:		
	APPROVED:	
	Mayor Rory E. Hoskins	
ATTESTED and Filed in my office, and published in pamphlet form, this day of November, 2024.		
Vanessa Belmonte, Village Clerk	_	

EXHIBIT "A" Donation Letter Agreement 7410 West Madison Street, Forest Park, Illinois

7410 Madison Property LLC c/o Final Finish Inc. 1011 Lake Street, Suite 202, Oak Park, IL 60301

November	, 2024

Rachell Entler Village of Forest Park 517 Des Plaines Ave. Forest Park, IL 60130

Re: Real Estate Donation of Property Commonly Known As 7410 Madison St., Forest

Park, Illinois 60130

Dear Rachell Entler:

This letter agreement ("Agreement") documents our donation of a ground floor commercial space and two (2) condominium parking spaces described on the attached Exhibit A (the "Donated Property") to the Village of Forest Park, (the "Village"). The following are the specifics of this donation.

Donor: 7410 Madison Property, LLC (the "Donor").

by Final Finish, Inc., its Sole Manager

1011 Lake St., #202 Oak Park, IL 60301 Attn: Robert Moore

Donee: Village of Forest Park, Illinois (the "Village").

517 Des Plaines Ave. Forest Park, IL 60130 Attn: Rachell Entler

Description of the Donated Property: the approximately 1,800 sq. ft. ground floor commercial space and all existing fixtures and personalty, if any, commonly known as 7410 Madison St., Forest Park, Illinois 60130 and two (2) condominium deeded parking spaces

PIN: 15-13-203-031-0000

15-13-203-032-1015

15-13-203-032-1016

See Exhibit A

Fair Market Value of entire Donation: \$270,000.00 as of November 22, 2024 (per attached appraisal by McMahon, Baldwin and Associates, Inc.) ("Appraisal") for Donated Property. *See* Exhibit B.

Fair market value of any goods or services given to Donor in return: \$ None.

Additional donation: At the delivery by Donor of the signed warranty deed to the Village for the Donated Property ("Warranty Deed"), Donor will give to the Village a cash contribution to the Village to pay the real estate taxes and Condominium Assessments for the portion of the 2024

tax/assessment year (to the date of closing) when Donor owned the Donated Property. The Donor's share of the 2024 real estate taxes and assessments will be calculated by dividing the amount of the most recent annual taxes (year 2023 at 105%) and assessments invoice by 365 and multiplying by the number of days in 2024 that the Donor owned the Donated Property. Donor shall pay the cost of the title commitment, title policy, and other title related costs.

At closing, the Village, as Donee, shall execute Internal Revenue Service Form 8283 ("Form") provided by Donor, the form of which is attached as Exhibit C. The Village makes no representation or warranty with respect to the appraisal, the tax consequences of the donation, or any other matter with respect the donation, and the Village's sole obligation with respect to the donation shall be to execute the Form. The Village's obligation to execute the Form is conditioned on the Form correctly reflecting the value of the Property as set forth in the Appraisal.

Donor represents to the Village the following:

- (i) Donor has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Donated Property or any interest therein;
- (ii) there are no leases, tenancies, licenses, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon the Village or the Donated Property after the donation;
- (iii) the Donated Property is not affected by or subject to: (a) any pending or, to the best of Donor's knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of Donor's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Donor's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever:
- (iv) to Donor's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Donated Property;
- (v) Donor has received no written notice of, and to the best of Donor's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Donated Property.

Upon the approval and execution of this Agreement by both parties, Donor will deliver the following documents to the Village at a closing scheduled at a mutually convenient time but in any event no later than December 20, 2024, at Prairie Title, 6821 W. North Avenue, Oak Park, IL 60302 ("Title Company"): (i) Warranty Deed with Village of Forest Park exempt stamp, (ii) a check for the amount of our share of the 2024 real estate taxes for Donated Property, (iii) a check in the amount of the 2024 condominium assessment as applicable (iv) signed transfer declarations/MYDEC, (v) certain documents requested by the Title Company. Within five (5) days of the Village's acceptance of this Agreement, a survey and a title commitment for an ALTA title insurance policy with all Schedule B documents in the donation amount of the Donated Property

with extended coverage by a title company licensed to operate in the State of Illinois issued on or subsequent to the date of this Agreement ("Title Evidence"), which Title Evidence shall be subject to the Village's review and approval on or before the closing. In the event the Title Evidence is not acceptable to the Village, in its sole and absolute discretion, the Village shall have the right, upon written notice to Donor, to terminate this Donation Agreement.

We will also allow the Village access to the Donated Property prior to closing for any inspections Village requires. The Village's obligation to close under this Agreement is conditioned upon the Village's approval of its inspections, in its sole and absolute discretion.

Donor shall apply for those items of disclosure upon sale as described in the Illinois Condominium Property Act and the Common Interest Community Association Act, or similar, and provide same in a timely manner, but no later than the time period provided for by law. This Donation Agreement is subject to the condition that Donor be able to procure and provide to the Village a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by any Declaration/CCRs. In the event the Condominium Association requires the personal appearance of the Village or additional documentation, the Village agrees to comply with same. In the event the documents and information documented by Donor to the Village disclose that the existing improvements contained within the documents would unreasonably restrict the Village's use of the Donated Property or would result in financial obligations unacceptable to the Village in connection with owning the Donated Property, then the Village may declare this Donation Agreement null and void by giving notice to Donor prior to closing after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to the Village.

Prior to closing, a certificate of insurance from the Board showing the Village as an insured will be provided. If such insurance documents are unacceptable, the Village may declare this Donation Agreement null and void by giving notice to Donor prior to closing.

We will cooperate with Village to close on this transfer on or before December 20, 2024.
Agreed this day of, 2024
7410 Madison Property LLC
By: Stephen Schuler, President Final Finish, Inc. Manager of 7410 Madison Property LLC
Village of Forest Park
By:
Its Mayor

EXHIBIT A

Legal Description

DONATED PROPERTY:

LEGAL DESCRIPTION

PARCEL 1: THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 43.85 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 55.48 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 4 IN BLOCK 1 IN FARLEY'S ADDITION TO HARLEM BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH ALONG EAST LINE OF LOT 4, A DISTANCE OF 45.23 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.19 FEET TO THE POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS, BEING POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE, WEST 15.53 FEET; THENCE SOUTH 13.60 FEET; THENCE EAST 3.85 FEET: THENCE SOUTH 6.80 FEET: THENCE WEST 7.87 FEET: THENCE NORTH 19.12 FEET; THENCE WEST 8.83 FEET; THENCE NORTH 1.25 FEET; THENCE WEST 8.40 FEET; THENCE NORTH 16.70 FEET; THENCE WEST 4.50 FEET; THENCE NORTH 23.75 FEET; THENCE EAST 0.80 FEET; THENCE NORTH 0.58 FEET THENCE EAST 6.70 FEET; THENCE SOUTH 0.58 FEET; THENCE EAST 1.97 FEET; THENCE NORTH 0.58 FEET; THENCE EAST 6.73 FEET; THENCE SOUTH 0.58 FEET; THENCE EAST 1.86 FEET; THENCE NORTH 0.58 FEET; THENCE EAST 6.73 FEET; THENCE SOUTH 0.58 FEET; THENCE EAST 1.95 FEET; THENCE NORTH 0.58 FEET; THENCE EAST 6.73 FEET; THENCE SOUTH 0.58 FEET; THENCE EAST 0.78 FEET; THENCE SOUTH 10.32 FEET; THENCE EAST 7.01 FEET; THENCE SOUTH 30.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL 2: PARKING UNITS P-9 AND P-10 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 7410-12 WEST MADISON STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0735115051, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-13-203-031-0000, 15-13-203-032-1015 & 15-13-203-032-1016

COMMONLY KNOWN AS: 7410 MADISON STREET, FOREST PARK, IL 60130

EXHIBIT B

Appraisal

See Attached



PREPARED FOR: 7410 MADISON LLC/SERENITY INVESTMENTS, LLC

APPRAISAL REPORT

OF A RETAIL CONDOMINIUM UNIT



LOCATED AT 7410 Madison Street Forest Park, Illinois 60130

AS OF November 12, 2024

PREPARED BY:

Andrea L. Zable 553.001742 Brent A. Baldwin, MAI 553.000228 McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150, Lombard, IL 60148 630-916-6070



McMahon, Baldwin and Associates, Inc.

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(Email) Information@mcmahon-baldwin.com

Ms. Amanda Morris Serenity Investments, LLC 7410 Madison Street Forest Park, Illinois 60130

> Re: 7410 Madison Street Forest Park, Illinois 60130-1544

Dear Amanda Morris:

At your request, we have inspected and appraised the above real estate. Our objective was to develop an opinion of market value for ownership interest in the subject property's fee simple estate assuming no liens or encumbrances other than normal covenants and restrictions of record as of November 12, 2024.

The subject property consists of a retail condominium unit which is located on the ground level of a four-story project which contains six residential units and one retail unit. The project was constructed in 2007. The subject unit is a retail space that is currently vacant and was previously utilized as a cigar shop with a private lounge area and humidor and contains an overall square footage of approximately 1,630 sf. There are two parking spaces included. The subject has a common address of 7410 Madison Street, Forest Park, Illinois 60130.

All value conclusions are affected by all the information, extraordinary assumptions, hypotheses, limiting conditions, descriptions, and disclosures stated in this restricted appraisal report. After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports the following market value for the subject real estate as of November 12, 2024.

\$270,000 " As Is"
Two Hundred Seventy Thousand Dollars "As Is"

Brent A. Baldwin, MAI

Certified General Real Estate Appraiser

IL Certification 553,000228

Certification Expiration Date: 9/30/2025

Report Date: November 22, 2024

Andrea L. Zable

Certified General Real Estate Appraiser

ndrea d. Zable

IL Certification 553.001742

Certification Expiration Date: 9/30/2025

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



Overview

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Salient Information			
Property Type	A Retail Condominium Unit		
Real Estate Appraised	7410 Madison Street Forest Park, Illinois 60130		
County	Cook		
Estate Valued	Fee Simple		
Owner	7410 Madison Prop LLC		
Aient	7410 Madison LLC/Serenity Investments, LLC		
Additional User	Internal Revenue Service		
Land Size	Common		
Unit Size	1,630 sf		
Flood Ha z ard	Zone X		
Zoning Classification	DBD, Downtown Business District		
Highest and Best Use	As Though Vacant Not Applicable (condominium ownership) As Now Improved Continued Retail/Residential Condominium Use		
Effective Value Date	November 12, 2024		
Report Preparation Date	November 21, 2024		
Subject's Observation Date	November 12, 2024		
Value Indications	Cost Approach Not Applicable Sales Comparison \$270,000 "As Is" Income Approach \$270,000 "As Is"		
Final Value Conclusion	\$270,000 " As Is" Two Hundred Seventy Thousand Dollars "As Is"		

24111844



Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



Premises · · ·

Noteworthy Issues

The subject property consists of a retail condominium unit which is located on the ground level of a four-story project which contains six residential units and one retail unit. The project was constructed in 2007. The subject unit is a retail space that is currently vacant and was previously utilized as a cigar shop with a private lounge area and humidor and contains an overall square footage of approximately 1,630 sf. There are two parking spaces included. The subject has a common address of 7410 Madison Street, Forest Park, Illinois 60130. Based on the legal description the air rights are owned for parcel 1 which is identified as parcel number 15-13-203-031-0000. There are no other noteworthy issues.

Purpose, Intended Use, Intended User and Dates

The purpose of this appraisal is to develop an opinion of the market value for an ownership interest in the subject property's fee simple estate assuming no liens or encumbrances other than normal covenants and typical restrictions of record. This appraisal's effective value date is November 12, 2024. Preparation of this document occurred on November 21, 2024, the report date.

This report may be used to assist our client, 7410 Madison LLC/Serenity Investments, LLC and the Internal Revenue Service (additional user) for the fair market value of the property for donation purposes according to the IRS fair value stated in IRS Publication 561. Amanda Morris engaged the appraisal on behalf of our client. Only the client identified above may use this report. No other use or users are intended. Other readers may not use, or rely on any portion of this report without the expressed written consent of McMahon, Baldwin and Associates, Inc. Unauthorized users of this report do so at their own risk. No liability is assumed, expressed, or implied by McMahon, Baldwin and Associates, Inc., or the appraiser, for unauthorized use of this report.

Professional Standards

All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised annually to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the date this report was prepared. It also complies with the Financial Institutions Reform, Recovery, Enforcement Act (FIRREA), a federal law and the Dodd Frank Wall Street Reform and Recovery Act.

Competency

The people signing this report is licensed to appraise real property in the state the subject is located. We affirm the appraiser have the experience, knowledge, and education to value this type property. Andrea L. Zable and Brent A. Baldwin, MAI have previously appraised similar real estate.

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This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Type and Definition of Value

The following definition of market value was taken from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989. Federal agencies publishing this definition, between July 5, 1990 and August 24,1990, include the Federal Reserve System (FRS) as 12 CFR, parts 208 and 225; the National Credit Union Administration (NCUA); the Federal Deposit Insurance Corporation (FDIC); the Office of Thrift Supervision (OTS) as 12 CFR, part 34, subpart C. This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994; and in the "Interagency Appraisal and Evaluation Guidelines", dated October 27, 1994. This same definition is also cited in Advisory Opinion 22 and in the Glossary of the 2024 version of the Uniform Standards of Professional Appraisal Practice (USPAP).

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are both typically motivated;
- both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

This definition is also used by many other governmental agencies like Fannie Mae, Freddie Mac, the VA, the FHA, and many legal jurisdictions.

For this appraisal report, we have utilized the following IRS Definition of Market Value:

IRS Fair Market Vaine, Publication 561

FMV is the price that property would sell for ou the open market. It is the price that would be agreed on between a willing bayer and a willing seller, with neither being required to act, nor both having reasonable knowledge of the relevant facts.

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Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Scope of Work

The Uniform Standards of Professional Appraisal Practice (USPAP) defines scope of work as "the amount and type of information researched and the analysis applied in an assignment." USPAP clearly states the "burden of proof" for the scope of work decision rests solely with the appraiser, not the client. Scope of work includes, but is not limited to, the following:

the extent to which the property is identified;

⊄ the type and extent of data research; and

the type and extent of analyses applied to arrive at opinions or conclusions.

Client's Prior Engagement of

Appraisal Services One

Client 7410 Madison LLC/Serenity Investments, LLC

Additional User Internal Revenue Service

None Used

Jurisdictional Exceptions Apply

Loan to Value Ratio 70% to 74%

Intended Use Donation purposes

Evaluation of assignment complexity, by the appraiser, in concert with client statements, agreements, and inferences constitute the primary basis for the appraisers' scope of work decision. Elements of the scope of work decision are below.

Assignment Complexity Moderate

Report Format Appraisal Report Standard of Value Market Value

2-2(a)

Complies With Reporting Requirements

Set Forth in USPAP Standard Rule

Subject Observation

Data Verification

Entire interior and exterior

Highest and Best Use Inferred Analysis

An indirect method of verification was used to confirm

market data cited in this report. Information was confirmed via an intermediary like a data reporting service, multiple

listing service, or another appraiser.

Data verification affects reliability. Direct data verification confirms information used in the report with one or more parties who have in-depth knowledge about the property being appraised, or related financial details. Indirect verification employs information obtained from a secondary source like a data reporting service, a multiple listing service, or another appraiser. Direct verification is generally more time-consuming and costly, but also more reliable.

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Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Data sources included, yet were not limited to the Internet, governmental agencies, demographic service companies, persons involved with the subject or comparables, appraiser files, other real estate professionals, and/or Multiple Listing Services. All information used herein was obtained from seemingly sensible sources. This information was examined for accuracy, is believed reliable, and assumed reasonably accurate. However, no guaranties or warranties for the information are expressed or implied. No liability or responsibility is assumed by the appraisers for any inaccuracy from any seemingly credible information source.

A statement about observation of the subject real estate by the appraiser is listed above. If the subject was observed, this viewing was not as thorough as a professional property inspection. A professional inspector determines the precise physical condition, remaining useful life, and operability of major building components like the structural system, roof cover, electrical system, plumbing, and heating plant. Inspectors typically do not ascertain size of the building, or characteristics of the land. By contrast, an appraiser commonly has concerns about both the land and building. Ordinarily, appraisers do not determine operability, or remaining useful life of building systems. An appraiser typically views, or observes real estate to determine only general attributes like physical condition of the building as a whole, site top ography and access, building size, construction quality, floor plan, and functionality of the property as a whole. No probes, investigations, or studies were made to discover unapparent, adverse physical features.

Prior engagement of appraisal services by the client implies a level of awareness about the appraisal process. This awareness may be useful when contemplating an appropriate appraisal development, or level of report detail.

Intended use and intended users should be weighed heavily during the scope of work decision. A single intended user who frequently engages appraisal services is likely very knowledgeable. For this type user, appraisal development and reporting for simple property types might be toward the lower end of the spectrum. By contrast, multiple intended users, especially those with opposing motivations, likely need extensive appraisal development and reporting. Litigation is a prime example when complete appraisal development and detailed reporting is generally warranted.

A loan to value ratio reflects risk. For commercial-grade loans, rates over 75% are generally regarded as risky. If a contemplated loan is viewed as risky, then the level of appraisal development and report detail should be more comprehensive. Similarly, more complex property types generally require more thorough market analysis, subject specific considerations, and more extensive report detail.

Highest and best use analyses can be categorized into two groups - inferred and fundamental. A fundamental analysis is quantified from broad demographic and economic data such as population and income. Supply is inventoried. Subject specific characteristics are considered. Then, the relationship between supply and demand is weighed to determine a specific highest and best use for the subject. An inferred analysis uses trends and patterns to infer a general highest and best use for the subject. Market dynamics that might be considered are prices, marketing times, rents, vacancy, and listings of similar real estate. Subject specific studies were not made during the appraisal development process.

A Jurisdictional Exception is an assignment condition, which voids a portion of USPAP that is contrary to law or public policy. When a Jurisdictional Exception applies, only the contrary portion is void. The remainder of USPAP remains in full force and effect. Jurisdiction Exceptions always shrink USPAP, not expand it

24111844◀



This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

It is presumed this appraisal report is sufficient for the specified needs of our client and other intended users specifically identified herein. It is also assumed this report will be used only for the intended use stated herein.

Development of the appraisal included, yet was not limited to, observation of the subject and data verification as stated above, and other steps listed below.

- ⊄ consideration of influential market area, physical, economic, and governmental factors
- ⊄ determination of the subject's highest and best uses, if appropriate
- ⊄ development of one or more applicable approaches to value
- ⊄ preparation of this report

According to USPAP, all valuation approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. The relevance and development of each major approach is listed below.

	Applicable & Necessary (Developed)	Applicable yet Unnecessary (Omitted)	Not Applicable	Not Applicable But Included At Client's Request
Cost Approach			х	
Sales Comparison	х			
Income Approach	Х			

Applicable and necessary approaches were selected for development after consideration of available market data, and the client's intended use. If the income approach was omitted, leases burdening the subject, if any, were not examined to determine their affect on value. An approach considered not applicable was omitted because this valuation methodology is not appropriate for the property being appraised, or sufficient data to properly develop the approach was not available. Any approach judged not applicable, yet included in this report, was developed solely at our client's request. Data used to develop an approach in this last category is likely to have allow degree of comparability to the subject. No emphasis was given an approach deemed not applicable but included.

Fee simple estate. Absolute ownership unencumbered by any other interest or estate, subject only to the governmental powers of taxation, eminent domain, police power, and escheat

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This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Extraordinary Assumptions

USPAP defines an Extraordinary Assumption to be "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinion or conclusions". Extraordinary assumptions presume as fact otherwise uncertain information. In other words, this type assumption involves uncertainty about an underlying premise. An example is a survey that displays a lot size. If the lot size is found to be much smaller, then the value conclusion may be negatively affected. This appraisal has no extraordinary assumptions.

General Assumptions & Disclosures

- > Features of the project site such as legal description, dimensions, size, etc. were obtained from public records. All information taken there from is assumed reasonably correct.
- > The unit size was obtained from personal measurement and the floor plan provided by the client and assumed to be correct.
- > Real estate tax information for the subject was obtained from the Cook County Treasurers Office. Moreover, this information is assumed the most recent that is readily available to the public.
- > A recently issued title policy was not provided to the appraisers. Therefore, this appraisal does not address issues that affect value and are listed in the title policy, but are unknown to us.
- > The subject was vacant at the time of the inspection.

24111844



Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Hypothetical Conditions

USPAP defines a hypothetical condition as "that which is contrary to what exists but is supposed for the purpose of analysis." Hypothetical conditions assume conditions that are contrary to known fact. An illustration is the current valuation of a proposed home. For the purpose of a rational analysis, it is assumed the home exists on the effective value date, but it is known the home is nonexistent. Another example is a new zoning classification, that a property does not have today, but the new zoning is assumed for the purpose of a logical current valuation. Uncertainty is not involved with a hypothetical condition. An essential premise underlying the valuation is known not to exist on the date of value. This appraisal has no hypothetical conditions.

The subject property is comprised of three parcels. Highest and Best use results from assembling two or more parcels of land under one ownership. For the purposes of this appraisal we have provided an opinion of value of all of the parcels as one. Typically assemblage of land into a size that permits a higher and better use will increase the land's unit value

Occasional USPAP Issues

Not Applicable Detailed Herein

Value effect of assemblage Value effect of expected off-site public or private improvements

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Contingent and Limiting Conditions

(Page 1 of 4)

- By this notice, all persons and firms using or relying on this report in any manner bind themselves to accept these contingent and limiting conditions, and all other contingent and limiting conditions contained elsewhere in this report. Do not use any portion of this report unless you fully accept all contingent and limiting conditions contained throughout this document.
- 2. Throughout this report, the singular term "Appraiser" also refers to the plural term "Appraisers." The terms "Appraiser" and "Appraisers" refer collectively to "McMahon, Baldwin and Associates, Inc.", its officers, employees, contractors, and associate appraisers. The masculine terms "he" or "his" also refer to the feminine term "she" or "her."
- 3. No portion of this report may be published or reproduced without the prior written consent of the appraiser. These conditions are an integral part of this appraisal report, and are a preface to any certification, definition, description, fact, or analysis. Moreover, these conditions are intended to establish as a matter of record that the purpose of this report is to provide a value opinion for the subject property.
- 4. The liability of the Appraisers is limited solely to the client. There is no accountability, obligation, or liability to any other third party. The Appraisers' maximum liability relating to services rendered under this engagement (regardless of form of action, whether in contract, negligence or otherwise) is limited to monies paid to McMahon, Baldwin and Associates, Inc. for that portion of their services, or work product giving rise to liability. In no event shall the Appraisers be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all contingent and limiting conditions, assumptions, discloses, and related discussions. Use of this report by third parties shall be solely at the risk of the third party.
- 5. Any value opinion herein is based on observations of the subject by the appraisers, a gathering of market information, and an analysis of the gathered information as of the effective value date. Information about the subject property, neighborhood, comparables, or other topics discussed in this report was obtained from sensible sources. In accordance with the extent of research disclosed in the Scope of Work section, all information cited herein was examined for accuracy, is believed to be reliable, and is assumed reasonably accurate. However, no guaranties or warranties are made for this information. No liability or responsibility is assumed for any inaccuracy which is outside the control of the Appraiser, beyond the scope of work, or outside reasonable due diligence of the Appraiser.
- 6. Real estate values are affected by many factors. Therefore, any value opinion herein is considered most credible on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change. The Appraisers reserve the right to amend these analyses and/or the value conclusions contained within this appraisal report if erroneous, or more factualinformation is subsequently discovered. No guarantee is made for the accuracy of opinions or opinions furnished by others and contained in this report.

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ombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

7. This appraisal is not an engineering, construction, legal, or architectural study. It is not an examination or survey of any kind. Expertise in these areas is not implied. The Appraisers are in no way responsible for any costs incurred to discover, or correct any deficiency in the property. In the case of limited partnerships, syndication offerings, or stock offerings in the real estate, the client agrees that in case of lawsuit (brought by the lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will hold McMahon, Baldwin and Associates, Inc., its officers, contractors, employees and associate appraisers completely harmless. Acceptance of, and/or use of this report by the client, or any third party is prima facie evidence that the user understands, and agrees to all these conditions.

24111844 ◀



Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Contingent and Limiting Conditions

(Page 2 of 4)

- 8. Unless specifically stated herein, the appraisers are unaware of any engineering study made to determine the bearing capacity of the subject land, or nearby lands. Improvements in the vicinity, if any, appear to be structurally sound. It is assumed soil and subsoil conditions are stable and free from features, which would cause supernormal costs to arise. It is also assumed existing soil conditions of the subject land have proper load bearing qualities to support the existing improvements, or proposed improvements appropriate for the site. No investigations for potential seismic hazards were made. This appraisal assumes there are no conditions of the site, subsoil, or structures, whether latent, patent, or concealed that would render the subject property less valuable. Unless specifically stated otherwise in this document, no earthquake compliance report, engineering report, flood zone analysis, hazardous waste, or asbestos analysis was made, or ordered in conjunction with this appraisal report. The client is strongly urged to retain experts in these fields, if so desired.
- 9. For appraisals of multifamily property, only a portion of all dwellings was observed. A typical ratio of observed dwellings roughly approximates 20% of the total number of units, and this ratio declines as the number of dwellings grows. It is assumed, in reaching a value conclusion, that the functionality, condition, and finish of the remaining units are similar to the functionality, condition, and finish of the observed units. If unobserved dwellings significantly differ from those that were viewed in functionality, condition, or finish, the Appraisers reserve the right to amend the analysis and/or value conclusions.
- 10. The physical condition of the improvements described herein was based only on visual observation. Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other systems were not tested. No determinations were made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The roof of the structure is assumed water tight unless otherwise noted. Comments regarding physical condition are included to familiarize the reader with the property. This document is not an engineering or architectural report. If the client has any concern regarding structural, mechanical or protective components of the improvements, or the adequacy or quality of sewer, water or other utilities, it is suggested experts in these disciplines be retained before relying upon this report. No representations are made herein as to these matters unless specifically stated otherwise in this report.

24111844



Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

11. No liability is assumed for matters of legal nature that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, value opinions herein are predicated upon the following assumptions. (A) The real property is appraised as though, and assumed free from all value impairments including yet not limited to title defects, liens, encumbrances, title claims, boundary discrepancies, encroachments, adverse easements, environmental hazards, pest infestation, adverse leases, and atypical physical deficiencies. (B) All real estate taxes and assessments, of any type, are assumed fully paid. (C) The property being appraised is assumed held under responsible and lawful ownership. (D) It is assumed the subject property is operated under competent and informed management. (E) The subject property was appraised as though, and assumed free of indebtedness. (F) The subject real estate is assumed fully compliant with all applicable federal, state, and local environmental regulations and laws. (G) The subject is assumed fully compliant with all applicable zoning ordinances, building codes, use regulations, and restrictions of all types. (H) All licenses, consents, permits, or other documentation required by any relevant legislative or governmental authority, private entity, or organization have been obtained, or can be easily renewed for a nominal fee.

24111844



Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Contingent and Limiting Conditions

(Page 3 of 4)

- 12. If this appraisal values an interest that is less than the whole fee simple estate, then the following limitations apply. The final value opinion pertains only to the fractional interest that constitutes the real property appraised. Moreover, the value of the fractional interest appraised plus the value of all other complementary fractional interests may or may not equal the value of the entire fee simple estate.
- 13. An appraised property that is a physical portion of a larger parcel or tract is subject to the following limitations. The value opinion for the property appraised pertains only to that portion defined as the subject. This value opinion should not be construed as applying with equal validity to other complementary portions of a larger parcel or tract. The value opinion for the physical portion appraised plus the value of all other complementary physical portions may or may not equal the value of the whole parcel or tract.
- 14. The allocation of value between the subject's land and improvements, if any, represents our judgment only under the existing use of the property. A re-evaluation should be made if the improvements are removed, substantially altered, or the land is utilized for another purpose.
- 15. The Appraisers assume a prospective purchaser of the subject is aware of the following. (A) This appraisal of the subject property does not serve as a warranty on the condition of the property. (B) It is the responsibility of the purchaser to examine the property carefully, and to take all necessary precautions before signing a purchase contract. (C) Any opinion for repairs is a non-warranted opinion of the appraiser.
- 16. If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed, it is assumed such work will be completed in a timely fashion, using non-defective materials, and proper workmanship. All completed work is assumed to substantially conform to plans, specifications, descriptions, or attachments made or referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning ordinance, and all applicable building codes. In a prospective valuation, it is understood and agreed the Appraiser is not responsible for the impact on value, caused by unforeseeable events, before completion of the project.
- 17. Any exhibits in the report are intended to assist the reader in visualizing the subject property and its surroundings. The drawings are not surveys unless specifically identified as such. No responsibility is assumed for cartographic accuracy. Drawings are not intended to be exact in size, scale, or detail.
- 18. Value opinions involve only real estate, and inconsequential personal property. Value conclusions do not include personal property, unaffixed equipment, trade fixtures, business good will, chattel, or franchise items of material worth unless specifically stated otherwise.
- 19. Conversion of the subject's income into a market value opinion is based upon typical financing terms that were readily available from a disinterested, third party lender on this report's effective date. Atypical financing terms and conditions do not influence market value, but may affect investment value.

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20. All information and comments concerning the location, neighborhood, trends, construction quality, construction costs, value loss, physical condition, rents or other data for the subject represent opinions and opinions of the Appraisers formed after an observation of the property. Expenses shown in the Income Approach, if used, are opinions only. They are based on past operating history, if available, and are stabilized as generally typical over a reasonable period.

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This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Contingent and Limiting Conditions

(Page 4 of 4)

- 21. McMahon, Baldwin and Associates, Inc. and the appraisers have no expertise in the field of insect, termite, or pest infestation. We are **not** qualified to detect the presence of these or any other unfavorable infestation. The appraisers have no knowledge of the existence of any infestation on, under, above, or within the subject real estate. No overt evidence of infestation is apparent to the untrained eye. However, we have not specifically inspected or tested the subject property to determine the presence of any infestation. No effort was made to dismantle or probe the structure. No effort was exerted to observe enclosed, encased, or otherwise concealed evidence of infestation. The presence of any infestation would likely diminish the property's value. The value opinion in this communication assumes there is no infestation of any type affecting the subject real estate. No responsibility is assumed by the appraisers or McMahon, Baldwin and Associates, Inc. for any infestation or for any expertise required to discover any infestation. Our client is urged to retain an expert in this field, if desired.
- 22. Effective January 26, 1992, the Americans with Disabilities Act (ADA) a national law, affects all non-residential real estate or the portion of any property, which is non-residential. The appraisers have not observed the subject property to determine whether the subject conforms to the requirements of the ADA. It is possible a compliance survey, together with a detailed analysis of ADA requirements, could reveal the subject is not fully compliant. If such a determination was made, the subject's value may or may not be adversely affected. Since the appraisers have no direct evidence, or knowledge pertaining to the subject's compliance or lack of compliance, this appraisal does not consider possible noncompliance or its affect on the subject's value.
- 23. The appraiser is not required to give testimony or appear in court because of having prepared this report unless arrangements have been previously made. If the appraiser is subpolenaed pursuant to court order, the client agrees to compensate the Appraisers for their court appearance time, court preparation time, and travel time at their regular hourly rate, then in effect, plus expenses. In the event the real property appraised is, or becomes the subject of litigation, a condemnation, or other legal proceeding, it is assumed the Appraisers will be given reasonable advanced notice, and reasonable additional time for court preparation.
- 24. All opinions are those of the signatory appraisers based on the information in this report. We assume no responsibility for changes in market conditions, or for the inability of the client, or any other party to achieve their desired results based upon the appraised value. Some of the assumptions or projections made herein can vary depending upon evolving events. We realize some assumptions may never occur and unexpected events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those set forth in this report. Compensation for appraisal services is dependent solely on the delivery of this report, and no other event or occurrence.
- 25. A signatory of this report may be a member, associate of candidate of the Appraisal Institute. If so, the Bylaws and Regulations of the Institute require each member, associate, and candidate to control the use and distribution of each report signed by such member, associate, or candidate. Therefore, our client may distribute copies of this report, in its entirety, to anyone. However, neither all or any part of this report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, electronic devices, or other media without the prior written consent of McMahon, Baldwin and Associates, Inc. This restriction applies particularly as to the valuation conclusions, the identity of the Appraisers, any reference to the Appraisal Institute, or to the MAI, SRPA, or SRA designations.

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



Area Data

Regional Map



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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Vicinity Map



The subject property is located in the Village of Forest Park, Illinois. Forest Park is situated within Cook County and is bordered by Maywood to the west, Oak Park to the North, Chicago to the east and Berwyn to the south. The area is 2.40 square miles and had a population of 14,339 as of the 2020 census. The subject is located on Madison Street which is a main east/west Street which is a major anterior street within Forest Park. The subject is surrounded by retail and commercial developments and has good access and visibility within the downtown Forest Park market area. Public transportation to the market area is good.

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An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Proximity Features			
Location Land Use Change Expected Changes in Economic Base Protection From Adverse Conditions Police & Fire Protection Demand for Real Estate Like Subject Potential Additional Supply Like Subject Bldg Age Range (Excluding Extremes) Oversupply of Property Like Subject General Appearance of Properties	Suburban Not Likely None Average Average Adequate Minimal Potential 10 to 120 years None Average	Expressway Access Employment Centers Financing Availability Vacancy Property Compatibility Rental Demand Rent Controls Value Trend Sale Concessions Appeal to Market	2 miles Under a mile Ample 4.4% Average Adequate None Stable Not Prevalent Average

Nearby Land Uses			
Single-Family Multifamily Condominiums Retail Office	40% 10% 10% 20% 10%	Industrial Institutional Public Use Other Other Description	00% 00% 10% 00%

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Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Cicero/Berwyn Area Retail Submarket *

The Cicero/Berwyn Area retail submarket has a vacancy rate of 4.4% as of the fourth quarter of 2024. Over the past year, the submarket's vacancy rate has changed by 1.3%, a result of 5,600 SF of net delivered space and -130,000 SF of net absorption. Cicero/Berwyn Area's vacancy rate of 4.4% compares to the submarket's five-year average of 4.3% and the 10-year average of 4.8%. Among the retail subtypes, neighborhood center vacancy stands at 9.2%, power center vacancy is 0.8%, strip center vacancy is 5.5%, mall vacancy is 16.4%, and general retail vacancy is 2.5%. The Cicero/Berwyn Area retail submarket has roughly 590,000 SF of space listed as available, for an availability rate of 5.6%. As of the fourth quarter of 2024, there is no retail space under construction in Cicero/Berwyn Area. In comparison, the submarket has averaged 52,000 SF of under construction inventory over the past 10 years. The Cicero/Berwyn Area retail submarket contains roughly 10.5 million SF of inventory. The market has approximately 1.2 million SF of neighborhood center inventory, 1.2 million SF of power center inventory, 370,000 SF of strip center inventory, 970,000 SF of mall inventory, and 6.8 million SF of general retail. Market rents in Cicero/Berwyn Area are \$18.60/SF. Rents have changed by 0.7% year-over-year in Cicero/Berwyn Area, compared to a change of 0.9% across Chicago as a whole. Market rents have changed by 1.6% in neighborhood center properties year over year, 0.4% in power center properties, 0.3% in strip center properties, 1.9% in mall properties, and 0.3% in general retail properties. Annual rent growth of 0.7% in Cicero/Berwyn Area compares to the submarket's five-year average of 2.2% and its 10-year average of 1.8%.

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Asking Rent/SF	\$18.59 #	\$21.54 (Existing Buildings	1,119+	49,388 #
Vacancy Rate	4.4% #	4.7% +	Inventory SF	10.5M é	593M+
Vacant SF	468K #	27.6M +	Average Building SF	9.4K+	12K +
Availability Rate	5.6% #	5.6% +	Under Construction SF	0+	900K +
Available SF Direct	579K ¥	32.2M y	12 Mo Delivered SF	5.6K _f	1M y
Available SF Sublet	13.2K s	1.1M)			
Available SF Total	592K #	33.2M _†	SALES	SUBMARKET	MARKET
Months on Market	11.9	12.6	12 Mo Transactions	33 +	1,847+
			Market Sale Price/SF	\$168 #	\$190 +
DEMAND	SUBMARKET	MARKET	Average Market Sale Price	\$1.6M #	\$2.3M a
12 Mo Net Absorption SF	(128K) _†	1.9M +	12 Mo Sales Volume	\$16.7M #	\$2.78 4
12 Mo Leased SF	57.1K 4	7.9M _†	Market Cap Rate	7.9% +	7.7% #
E Ma I marine Phobability	50.497	Source	: Costar		

^{*}according to Costar the subject's location is within the Cicero/Berwyn submarket for retail properties

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



Subject · · ·

Legal Description

FIRREA requires a legal description be attached as a part of this appraisal. No survey, deed or title policy with a legal description was made available to the appraisers by anyone associated with this assignment. It is outside the realm of an appraiser's expertise to compose a Legal Description. FIRREA has a provision for instances when information is unavailable to the appraisers. In these instances, the appraisers must disclose the unavailability of the information. The legal description was obtained from the Cook County Recorder of Deeds and assumed to be accurate and correct. Based on the legal description the air rights are owned for parcel 1 which is identified as parcel number 15-13-203-

LEGAL DESCRIPTION:

PARCEL 1: THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCTAED 43.85 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 53.48 FEET ABOVE CHIAGO CITY DATUM, LYING WITHIN OTHER HORIZONTAL PLANE LOCATED 55.48 FEET ABOVE CHIAGO CITY DATUM, LYING WITHIN OTHER HORIZONTAL PLANE LOCATED 55.48 FEET ABOVE CHIAGO CITY DATUM, LYING WITHIN OTHER HORIZONTAL PLANE PROJECTED VERTICALLY OF THAT PART OF LOT 4 IN BLOCK IN PARLEY'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERDIDIAN, IN COOK COUNTY, LILINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH ALONG EAST LINE OF LOT 4, A DISTANCE OF 1.52 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.52 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.19 FEET TO THE POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS, BEING POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER UNLESS OF THE NEW SOUTH 13.60 FEET, THENCE EAST 3.85 FEET, THENCE SOUTH 15.60 FEET, THENCE NORTH 19.12 FEET; THENCE EAST 8.85 FEET, THENCE SOUTH 15.60 FEET, THENCE NORTH 15.75 FEET, THENCE BAST 6.75 FEET, THENCE NORTH 15.75 FEET, THENCE BAST 6.75 FEET, THENCE EAST 1.75 FEET, THENCE EAST 6.75 FEET STORTALL MOTE

PARCEL 2: PARKING UNITS P-9 AND P-10 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 7410-12 WEST MADISON STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0735115051, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLLINOIS

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Sale History

On-line public records and/or a private data reporting service were used to search for prior sales of the subject real estate. The subject property has been in current ownership for more than three years. There are no pending sales and the subject is not currently listed for sale. It is noted that the subject was listed for sale most recently from 11/28/2023 and was off the market as of 9/27/2024. The asking price was originally \$350,000 and then was reduced to \$275,000 as of 5/2024 and the listed was cancelled as of 9/27/2024. There are no pending sales or other transactions within the past three years.

Subject's Current Ownership		
Owner	Information Source	
7410 Madison Prop LLC	Realist, Cook County Clerk	

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Flood Hazard

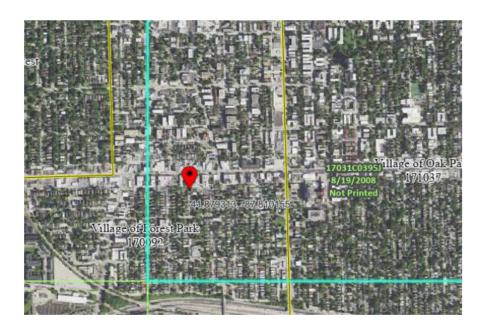
According to the appropriate Federal Emergency Management Agency (FEMA) flood map, which is identified below, the subject property is not located in a zone "A" special flood hazard.

> Flood Map Number 17031C0395J

Flood Map Date August 19, 2008

Flood Zone

Flood Maps published by FEMA are not precise. If anyone desires a precise determination of the subject's flood hazard classification, a professional engineer, licensed surveyor, or local governmental authority should make an exact determination.



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Lombard, IL 60148

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An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Environmental Risks

Vi sually apparent signs of unknown substances or environmental hazards observed by the appraiser at the time the subject property was inspected:

None Apparent

McMahon, Baldwin and Associates, Inc. and the appraisers are not experts in the identification or detection of environmental hazards. We are **not** qualified to detect the presence of any harmful substances or gases. Unless specifically stated to the contrary, the appraisers have no knowledge about the existence of any environmental hazard on, under, above, or within the subject real estate. No overt evidence of any environmental hazard is apparent to the untrained eye. However, we have not specifically inspected the subject property to determine the presence of any environmental hazard. No effort was made to dismantle or probe the structure to observe enclosed, encased, or otherwise concealed elements for environmental hazards including but not limited to:

Potential for friable asbestos Use of urea-formaldehyde insulation

Underground storage tanks Settlement or soil subsidence

Flaking and potentially lead based paint Fire resistant treated plywood (FRTP)

Radon PCB
Toxic mold Asbestos

Evidence of chemical spills or soil Nearby off-site uses that pose a hazard contamination

Flood hazards conditions are detailed elsewhere in this appraisal. Except as enumerated herein, the appraisers were not given the results of any environmental testing on or near the subject property, if any. Neither the inspection nor other normal research suggested any apparent presence of hazardous substances or detrimental environmental conditions.

The presence of any hazard would likely diminish the subject's value. The value estimate in this report assumes there is no hazard of any type affecting the subject real estate. No responsibility is assumed by the appraisers or McMahon, Baldwin and Associates, Inc. for any hazard, or for any expertise required to discover any environmental hazard. Our client is urged to retain an expert in this field, if desired.

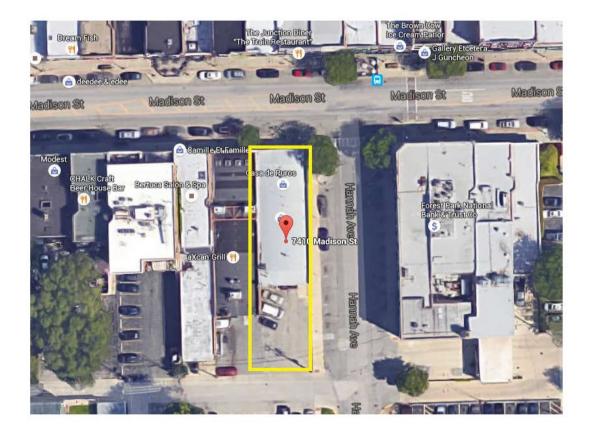
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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Aerial (sub ject project)



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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 1 of 6)



Photograph 1

View:

Exterior Project (subject is ground retail unit)

Photo Taken: 11/12/24



Photograph 2

View:

Subject Unit Exterior

Photo Taken: 11/12/24

Page► 25

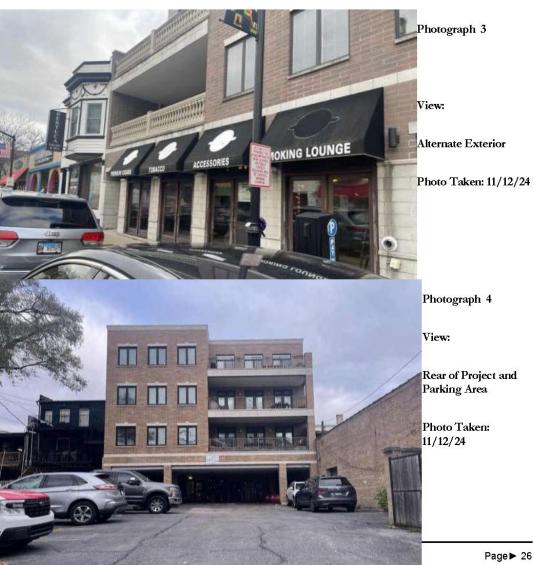


This Report Prepared for: 7410 Madison LLC/Serenity **Investments, LLC**

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 2 of 6)





This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 3 of 6)



Photograph 5

Interior Finish

Photo Taken: 11/12/24



Photograph 6

Alternate Interior View

Photo Taken: 11/12/24

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This Report Prepared for: 7410 Madison LLC/Serenity **Investments, LLC**

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 4 of 6)



Photograph 7

View: Restroom Finish

Photo Taken: 11/12/24

Photograph 8

View: Interior Finish

Photo Taken: 11/12/24

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 5 of 6)



Photograph 9

View: Interior

Photo Taken: 11/12/24

Photograph 10

View: Kitchenette

Photo Taken: 11/12/24

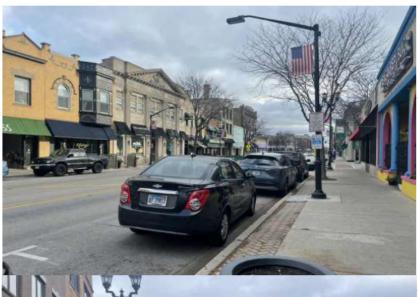
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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Photographs of Subject (Page 6 of 6)



Photograph 11

View: Looking East on Madison Street

Photo Taken: 11/12/24



View: Looking West on Madison Street

Photo Taken: 11/12/24

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McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150

Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Site Description

7410 Madison Street Address

Forest Park, Illinois 60130

South side of Madison Street General Location

SizeCommon Shape Rectangular

Topography Generally level at the grade of surrounding improvements.

Access Pedestrian AlleyPublic

Public water is provided by the Village of Forest Park. Wastewater is discharged via Utilities

public sewer. Public companies provide telephone, gas, and electric services at

prevailing rates.

Easements None known, public utilities assumed.

Encroachments None known, none assumed. Adjacent Roads Madison Street to the North Curbs & Gutters Concrete curbs, concrete gutters

Sidewalks Concrete

Immediate uses are commercial to the north, east and west. There are residential Nearby Land Uses

developments to the south.

The land has typical physical features as compared to similar alternatives. Its overall Overall Features

locational attributes are average relative to competitive parcels.

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Description of Existing Project Improvements (subject unit)

The subject is part of a larger four-story mixed-use retail/residential mixed use condominium development. The subject comprised of a 1,630 sf retail condominium unit which is located on the ground level and is currently vacant. The space is configured as retail space and was formerly utilized as a cigar shop with a private member lounge area, humidor, kitchen area and retail area. The space is finished with high end wood finishes. There are two deeded parking spaces located at the south elevation.

General Project Desc.

Building Height (Project) Four-Story

Year Built 2006
General Design Typical

Construction Quality Average

 Sq. Ft.
 Percent
 Use

 1,630
 100%
 Retail Condominium

Space Use

1,630 100 % Totals Above Grade

Foundation Concrete

Exterior Materials

Roof Flat, (not viewed, age unknown)

Predominant Walls Masonry

Windows Fixed in steel frame

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This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Predominant Interior Finish

Painted drywall, acoustical tile and decorative tin Ceilings

Partitions Wood and painted drywall

Floor Cover Ceramic Doors Wood TrimWood

There is one restroom Restroom

Systems

Gas fired forced AC and heat Heating/Cooling

Protections Not sprinklered Electrical System Adequate for use

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Description of Existing Improvements

Site Improvements

Landscaping None

On-Site Parking 2 spaces (deeded)

Physical Condition

Major Repairs Or Replacements

No recent updates

Good

Past Maintenance

Misc & Conclusions

Atypical Aspects None noted

Structural Soundness

Building Systems

Adequate Not checked, but believed operable.

Overall Features Functional Efficiency

About the norm relative to its competition. Physical Condition About the norm relative to its competition.

Visual Appearance

About the norm as compared to most nearby buildings

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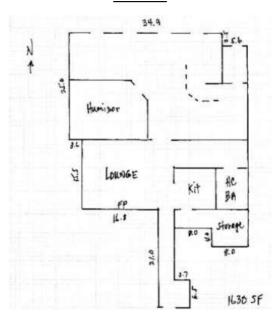


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Unit Sketch



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Lombard, IL 60148

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Real Estate Taxes

In Cook County, commercial properties are assessed at 25% of market value. Residential properties are assessed at 10% of market value. Taxes in Cook County are paid in two installments. The most recent taxes which have been paid represent the most recent tax year.

County Cook

15-13-203-031-0000

Parcel ID # 15-13-203-032-1016

15-13-203-032-1015

Payable Tax Year 2023

1015-\$384 (\$3,840)

Total Assessed Value 1016-\$384 (\$3,840)

031-\$43,866 (\$175,464)

031-\$15,846

Tax Amount 1016-\$206

1015-\$206

Real estate taxes are a primary mechanism used by local government to gather the monies needed to fund operations. Too little funds can limit governmental services. Excessive tax burden can hinder real estate values. The taxes have been paid in full.

The historical assessment is shown below.

Historical Assessment								
Parcel	<u>2020</u>	<u>2021</u>	2022	<u>2023 Tax</u>				
15-13-203-031-0000	\$43,866	\$43,866	\$43,866	\$15,846				
15-13-203-032-1016	\$384	\$384	\$384	\$206				
15-13-203-032-1015	\$384	\$384	\$384	\$206				

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Zoning

 $The \ subject property \ is \ zoned \ DBD, \ Downtown \ Business \ District. \ The \ downtown \ business \ district \ (DBD) is \ established to$ promote a pedestrian friendly service and retail shopping experience, to minimize negative secondary effects in surrounding residential neighborhoods, and to serve as an area destination for its restaurants and specialized shops. The subject is a legal conforming use.

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Valuation · · ·

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McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150

Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Highest and Best Use

Introduction

The "Dictionary of Real Estate Appraisal," sixth edition, by the Appraisal Institute defines this term as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria the highest and best use must meet are legally permissible, physically possible, financially feasible, and maximum productivity."

In appraisal practice, there are potentially two types of highest and best use. The first is highest and best use of land as though vacant. If a building already exists, the second variety is highest and best use as now improved. Should the existing building be retained as it is, demolished, remodeled, renovated, or converted to an alternate use are all appropriate questions for this second variety. Both major types require separate analyses. Current usage may or may not be different from the property's long term, highest and best use.

The concept of Highest and Best Use is based upon four major criteria, which are summarized below:

1.	Legally Permissible	The use must be legal or probable. That is, the use must conform to existing zoning restrictions, or there must be a reasonable likelihood a rezoning or variance may be granted.
2.	Physically Possible	The test of physical possibility addresses the physical characteristics associated with the site that might affect it's highest and best use. The size, shape, terrain, accessibility of land and risk of natural disasters affect the uses to which land can be put.
3.	Financially Feasible	Land may be developed with different uses. Only those uses, which produce a positive net return over time, are deemed financially viable. This use must not depress surrounding property values.
4.	Maximum Productivity	Of all uses that fulfill the first three tests, there is only one use, which produces the greatest return. This single use represents the property's Highest and Best Use. Supply and demand are constantly fluctuating, so it is common for a property's Highest and Best Use to change.

This appraisal employs an inferred market analysis, not a fundamental analysis to determine a highest and best use for the subject. A fundamental analysis forecasts demand from broad demographic and economic data like population and income. Existing supply is inventoried. Then the relationship of supply and demand is weighed to determine net demand. An inferred analysis is based on local trends and patterns from which inferences are made. Sales, listings, marketing intervals, and/or price change for other similar land infer there is adequate demand for the subject parcel at a price level congruous with this data. Sales, listings, marketing intervals, vacancy rates, rental rates, and/or price change for other similar buildings infer there is adequate demand for the subject building at a price level congruent with this data. For the subject, no fundamental analysis or specific supply and demand studies have been made.

24111844

McMahon Baldwin nc. And Associates McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150 Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Highest and Best Use

The Highest and Best Use - As Vacant

The highest and best "As Vacant" is not applicable as the subject is a condominium unit which is part of a larger project.

The Highest and Best Use - As Improved

The subject property on an as is basis is comprised of a retail condominium within a larger mixed use project. The legally permissible uses are limited by zoning regulations, easements and or private restrictions with the subject property. The subject is considered to be a legal, conforming use based on the DBD, Downtown Business District zoning. The existing improvements contribute to the property's worth and are financially feasible, physically possible and legally permissible and therefore the highest and best use of subject property "as improved' is for continued use as a retail condominium unit within a larger project.

Properties similar to the subject typically represent owner users based on the configuration.

Highest & Best Use as V	acant	Highest & Best Use as Improved
1. Physical Use N/A		Continued Retail Condominium Use
Timing of Use	N/A	Now
Interim Use	N/A	N/A
Most Likely Buyer	N/A	Owner User
4. Most Likely User	N/A	Owner User

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Value Introduction

For real estate consisting of land and building, there are three primary valuation methods - the cost approach, sales comparison approach, and income approach. In the case of the subject the Sales Comparison Approach and Income Capitalization Approach were utilized. The Cost Approach was not deemed appropriate for this report based on the subject representing condominium ownership.

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Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Sales Comparison Approach

Introduction

The sales comparison approach is based upon the Principle of Substitution. This principle contends an informed purchaser would pay no more for a property than the price of acquiring an equally desirable substitute in an open, competitive market.

In an appraisal, the real estate being appraised is referred to as the "subject" or "subject property." Properties possessing characteristics that are physically and location similar to the subject are called "comparables" or "comparable sales." This approach compares prices, terms, and features of similar properties that have sold. Differences are noted. Dissimilarities between the subject and comparables are categorized into elements of comparison. To compensate for dissimilarities, adjustments are applied to the sale prices of the comparable sales. Then, a value estimate for the subject is reconciled from the range in adjusted sale prices. The resultant worth estimate is called "Market Value" or "Value in Exchange."

Some of the following transactions may have employed favorable financing. As used herein, the term favorable financing means some type of debt arrangement the buyer could not reasonably have obtained from a disinterested, third party lender. Those transactions utilizing favorable financing were adjusted to a cash basis. Cash equivalency adjustments are required by USPAP and FIRREA. All conveyed on an "arm's length" basis except as specifically noted otherwise. An "arm's length" transaction is an agreement between unrelated parties under no duress.

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC



An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Comparable Listing 1

Address:

7349 Madison Street, Unit G Forest Park, IL



ASKING PRICE	\$630,000	UNIT (Sq.Ft.)	4,580
PRICE/SQ.FT.	\$137.55	SITE SIZE (Sq.Ft.)	Common
PROP. RIGHTS	Fee Simple		
CONDITIONS OF	Listing	CONSTRUCTION	Masonry
SALE			
USE	Retail Condominium	STORIES	Three
DATE OF SALE	Active, 282 DOM	YEAR BUILT	1915
GRANTOR	N.A.	PRIOR SALE	N/A
GRANTEE N.A.		PRIOR SALE DATE	N/A
		VERIFICATION	MRED

Comments: Active listing of a retail condominium located in the market area. This unit is a two-level condo unit within a larger mixed-use, older project. The condition is good. The buildout is retail. There is no parking included.

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An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Comparable Sale 2

Address:

717 South Bivel Oak Park, IL



CALEBRICE	14400 000	LIDIUM (G. D.)	Loos
SALEPRICE	\$190,000	UNIT (Sq. Ft.)	725
PRICE/SQ.FT.	\$262.07	SITE SIZE (Sq.Ft.)	Common
PROP. RIGHTS	Fee Simple		
CONDITIONS OF	Market Sale	CONSTRUCTION	Brick
SALE			
USE	Retail Condominium	STORIES	Five
DATE OF SALE	9/2024	YEAR BUILT	2024
GRANTOR	717 South Blvd. LLC	PRIOR SALE PRICE	N/A
GRANTEE	Encied LLC	PRIOR SALE DATE	N/A
		VERIFICATION	MRED, Remine, Cook County
			Clerk

Comments: Sale of a retail condominium unit located in the market area. This was a market sale. The marketing time was 135 days. The condition is good. The space was vanilla box finish at the time of the sale. There was no parking included; however the garage parking space was available for \$25,000 for one space at the time of the sale. We could not reach the broker for additional details. This unit is significantly smaller.

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An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Comparable Sale No. 3

Address:

3234 N. Central Ave Chicago, IL



SALE PRICE	\$130,000	Unit (Sq.Ft.)	1,000
PRICE/SQ.FT.	\$130.00	SITE SIZE (Sq.Ft.)	Common
PROP. RIGHTS	Fee Simple		
CONDITIONS OF	Market Sale	CONSTRUCTION	Masonry
SALE			
USE	Retail Condominium	PROJECT STORIES	Three
DATE OF SALE	8/2024	YEAR BUILT	2000
GRANTOR	Benbenek MBL/Tr	PRIOR SALE PRICE	N/A
GRANTEE	Gigi and Corina	PRIOR SALE DATE	N/A
	Stamate		
		VERIFICATION	MRED, Remine, Cook County
			Clerk

Comments: Sale of a retail condominium unit located in the Belmont Cragin market area. This was a market sale. The marketing time was 13 days. This unit was utilized as a barber shop. The buildout was for a retail user and is in average condition. No parking was included in the sale.

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A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Comparable Sale 4 Address:

9207 Broadway Ave Brookfield, IL



SALE PRICE	\$159,000	Unit (Sq.Ft.)	1,100
PRICE/SQ.FT.	\$144.54	SITE SIZE (Sq.Ft.)	Common
PROP. RIGHTS	Fee Simple		
CONDITIONS OF	Market Sale	CONSTRUCTION	Masonry
SALE			
USE	Retail Condo	STORIES	One
DATE OF SALE	9/2023	YEAR BUILT	1963
GRANTOR	For the Birds Inc.	PRIOR SALE	N/A
GRANTEE	Jwcl LLC	PRIOR SALE DATE	N/A
		VERIFICATION	MRED, Remine, Cook County
			Clerk

Comments: Sale of a commercial condominium unit located in the Brookfield market area. This was an off market sale. The unit is configured as retail space and is in average/good condition based on interior photos. There is no onsite parking included.



Comparable Sales Location Map



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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Sales Comparison Approach Adjustment Grid

	Subject	listing #1		Sale #2		Sale#3		Sale #4		
Address	7410 Madison St.	7349 Madison S	7349 Madison St, Unit G		717 South Elvil.		d Ave,	9207 Broa	dway Ave.	
City, Stante	Forest Park, IL	Forest Pari	k, IL	Dalk Pad	k, IL	Chicago, I	IL.	Brookf	ield, IL	
Proximity to Subj	N/A	Immediate V	is inity	1.3 Mile:	s NE	6.4 Miles N	Œ	5 A Mil	les SW	
Sonte	Inspection	MREI		MRED, R	lemine	MRED, Ren	nine	MRED,	Remine	
Descrip & Use	Retail Condominium	Retail Condo	miritum	Retail Cond	cominatoum.	Retail Condon	i rában.	Retail Cor	dominium	
Sale/Asking Price	N/A		\$630,000		\$190,000		\$130,000		\$159,000	
Land SqFt	Common		Common		Common		Communican.		Common.	
Unit SF	1,630	•	4,580		725	•	1,000		1,100	
Sale \$ Per SqFt	NA		\$137.55		\$262.07	}	\$130.00		\$144.55	
Property Rights	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	
Adjusted Sale \$ST			\$137.55		\$262.07		\$130.00		\$144.55	
Financing	Mkt Rate	Mkt Rate	0% \$137.55	Mikit Raite	0% \$262.07	Mkt Rate	0%	Mikit Raite	0% \$144.55	
Adjusted Sale SSF							\$130.00			
Conditions of Sale Adjusted Sale &SF	Tymic al.	Listing	-15% \$116.92	Typical	9% \$262.07	Typical	92/30.00	Tymical	9% \$144.55	
Expen. After Sale	None	None	0%	None	0%	None	0%	Nane	10%	
Adjusted Sale \$6F	17040	1,440	\$116.92		\$262.07		\$130.00		\$144.55	
Date of Sale	N/A	Active	0%	Sep-24	0%	Aug-24	0%	Sep-23	0%	
Adjusted Sale \$8F			\$116.92		\$262.07		\$130.00		\$144.55	
Location	Average	Average	0%	Good	-15%	Average	0%	Average	0%	
Urát SqFt	1,630	4,580	25%	725	-20%	1,000	-1 5 %	1,100	0%	
Brilding Age (Yrs)	18	109	10%	0	-10%	24	0%		5%	
Physical Condition	Good	Good	0%	Good	0%	Average	30%	Average/Good	10%	
Brildort	Retail	Retail	0%	Retail Shell	5%	Retail	0%		0%	
Parking	2 Spaces	Street	5%	Street	5%	Street	5 %		5%	
Construction	Masoray	Masoray	0%	Мазопу	0%	Masonry	0%		0%	
	l djustment		40%		-35%		20%		20%	
Indicated Sub	jectVabue/SqFt		\$163.69		\$170.35		\$156.00		\$173.46	
Indicated Sub	ject Value		\$266,800		\$277,700	{	\$254,300	}	\$282,700	

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Sales Comparison Approach Analysis & Conclusions

The subject and all cited sales share several characteristics. They are all located in areas surrounding the subject location and have similar attributes. All of the sales were located within a 6.4 mile radius and represent commercial condominium units.

<u>Property Rights</u> Agreements or laws create partial interests in real estate. If the interest conveyed for a comparable sale is different from the interest being appraised, then a property rights adjustment is necessary. A common adjustment of this type compensates for a lease that disfavors ownership, and negatively affects value. No adjustments for property rights were warranted.

Financing Non-market financing is a common technique used to finance the acquisition of real estate during periods of high interest rates. When non-market financing is used, the financing is typically favorable to the buyer and the sale price is usually inflated. The escalated price can be envisioned as a composite of real estate, and advantageous financing terms. Since value created by financing is not real property, the contribution of the advantageous financing must be deducted from total sale price to derive a true price for just the realty. Unless a statement is made to the contrary, non-market financing was not used to acquire any comparable sale cited in this report. Therefore, no compensations are needed for financing.

Conditions of Sale An adjustment for conditions of sale compensates for unusual buyer or seller motivations that impact sale price. For instance, when a seller gives the buyer an atypical rebate, discount, credit, or something of value to induce a conveyance, it is logical to deduct the worth of the giveback from the sale price. Residual sums represent the net or effective sale price. Listing No. 1 warranted a downward adjustment based on listing status vs. closed sale.

Expenditures Post Sale This is a situation when a buyer has to invest monies in a property immediately after acquisition for some atypical reason. Post-sale invested sums are customarily added to a comparables sale price, which produces an adjusted sale price. Examples are demolition costs or building code compliance costs. Unless a contrary statement is made, no adjustments are necessary for post-sale expenditures.

Market Conditions

This is an adjustment for change in value due to change in market conditions. It is commonly referred to as a time adjustment, but this is misleading. Value does not change simply due to the passage of time. Values fluctuate due to changes in market conditions, so this adjustment compensates for change in market conditions between a sale's transaction date and a later point in time. Prices have remained stable over the past 14 months therefore no adjustments were applicable.

Location Each property was rated to the subject for locational aspects such as value growth potential, access, and general desirability. Those transactions with superior locations were adjusted downward and vice versa. Sale No. 2 warranted a downward adjustment based on higher sale and rent pricing.

Physical Attributes A myriad of physical characteristics can affect value. Some examples are lot size, building size, physical condition of the building, functionality, and visual appeal. Sale Nos. 1 and 4 warranted upward adjustments for inferior age. Sale Nos. 3 and 4 warranted varying adjustments for condition. All of the sales warranted upward adjustments for street parking vs. onsite deeded. Sale No. 2 warranted an upward adjustment for shell vs retail buildout.

24111844



McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150

Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Analysis & Conclusions

Needed adjustments were explained above. These adjustments have been quantified and are shown in the prior table. Some of these adjustments are based upon the appraisers' professional judgment when data was insufficient to enable market extraction.

The data set of comparables is deemed to best represent the subject property based on similar locations, size, and attributes and more importantly time/date of sale. All of the sales utilized represent commercial condominium units felt to be similar to that of the subject.

Value Indication

After adjustments were made the sale comparable data set represents a range of \$156.00 psf to \$170.35 psf, with an indicated value range of \$254,300 to \$282,700. After careful consideration of factors relating to the subject property and applying proper adjustments to the comparables it is our opinion of market value via the Sales Comparison Approach of the subject property is \$166.00 psf of unit area. All of the sales were considered. The mean of the sales is \$165.88 the median is \$167.02.

Subject Unit SF 1,630 Sq Ft @ \$166.00 Per Sq Ft= \$270,580

Indicated Market Value "As Is" \$270,000

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This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Income Approach

Introduction

The income approach is based on the premise that value is directly related to income. That is, the greater the income, the greater the value.

This approach is most applicable for buildings developed to generate real estate rental income such as retail buildings, shopping centers or apartment buildings. Freestanding structures like the subject are customarily erected and acquired to house their owner's business on one level and lease additional portions of the remaining building. Properties similar to the subject typically will trade on income potential due to the use. Since the subject property is currently owner occupied and encumbered by one remaining short term lease we have utilized this approach to estimate what the property can realize with income potential utilizing market rents etc.

Capitalization is the process of converting income into a capital sum. Often this is accomplished with direct capitalization where a single year's net income is translated into a value indication via an overall cap rate. The cap rate is a reflection of risk—the greater the risk, the greater the rate. Implicit within the rate are all investor expectations about all investment aspects including income generation, value growth, taxation, and general market risk.

A single year's net income does not depict change. When risk significantly changes during the ownership period or the income pattern is unusual, it is best to consider a series of cash flows. The Principle of Anticipation holds a real estate acquisition is, in effect, a trading of present dollars for the right to receive future dollars. Since future dollars are worth less than present dollars, future dollars are discounted into a present worth via a discount rate. This type valuation model is called a discount cash flow analysis. A discount cash flow analysis is very flexible because change can be explicitly displayed. Furthermore, this type model expressly depicts recapture of equity capital during the holding period and explicitly shows yield to the investor commensurate with risk.

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Income Approach

Rental Data

It is customary and prudent to establish a market rent for the subject presuming the property is vacant and available for rent on this report's effective value date. A determination can then be made whether the subject's contract rents are at, below, or above market levels. As of the date of the inspection the subject was vacant. Retail rent comparables were obtained from the market and presented below.

Comparable Office Rental Properties

Rental Comparable #1



Address: 7507 Madison Street, Forest Park Type of Property: Retail Storefront

Rent: \$20.85 psf NNN (asking)

Rented SF: 1,850 sf Condition: Superior

Comments: This comparable represents an asking rent for a retail store front located in the market area. This space as been on the market 71 days and is offered by Century 21 SGR.

Rent Comparable #2



Address: 7001 North Ave., Oak Park Type of Property: Retail Storefront

Rent: \$24.00 (Modified Gross) Leased 4/2024

Rented SF:1,500 sf Condition: Average

Comments: This comparable represents a retail storefront located in the market area. This space was on the market 264 days and was leased 4/2024 for an unknown term. The leasing agent was Finders Plus.

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McMahon, Baldwin and Associates, Inc.

55 West 22nd Street Suite 150 Lombard, IL 60148

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An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Rent Comparable #3



Address: 7416 Madison Street, Forest Park

Type of Property: Retail Storefront

Rent: \$26.17 psf Modified Gross (Asking)

Available SF: 1,429 sf

Condition: Good

Comments: This comparable represents an asking rent for a retail storefront located in the market area. This space has

been on the market 78 days. The leasing broker is Avenue 1 Realty.

Rent Comparable #4



Address: 7451-7453 W. Madison Street, Forest Park

Type of Property: Retail Storefront Rent: \$30.00 Modified Gross

Rented: 1,000 sf

Condition: Average/Good

Comments: This comparable represents a retail storefront located near the subject. This space was on the market one

month and was leased 9/2024 for a three-year term. The leasing broker was James Scholderback.

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An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

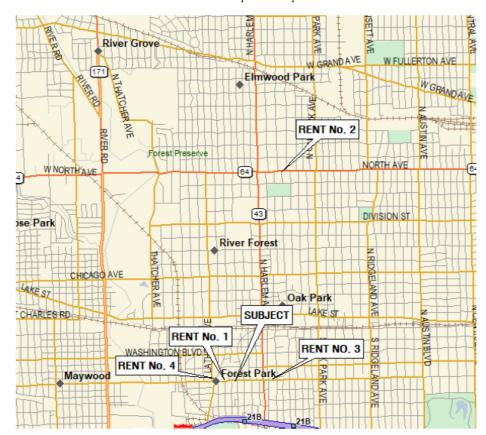
Rent Comparable Analysis

Rent comparables in the immediate subject area were obtained and are detailed above. We have considered the foregoing data as it represents the most comparable rental data in the market. The data presented represents actual leased rates obtained from MLS as well as asking's. The comparables for the storefronts range from \$20.85 to \$30.00 psf on a NNN and Modified Gross basis. After consideration for condition and location we have concluded an estimate of market rent for the subject to be \$25.00 psf., on a modified gross basis. The subject has a high-end retail buildout therefore the upper end of the range was utilized. Historically, the assessments have been approximately \$384.02 on a quarterly basis which includes the two parking spaces. The landlord would be responsible for taxes, insurance and assessments. The gross potential income is as follows: 1,630 sq. ft. x \$25.00 (\$40,750)

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Rent Comparable Map



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Income Approach

Vacancy and Collection Loss

Remaining lease duration, the current level of occupancy, current market conditions, and anticipations of market change all influence a fitting ratio for this reduction in income. Vacancy for the subject submarket is averaging 4.4 percent. This ratio reflects the current vacancy level based on market reports as well as locational, and property characteristics. We have utilized 5.0 percent within our analysis to account for collection loss based on the size of the building.

Administration/Management Fee

This represents an expense incurred in the operation of the property that would not recoverable. We have included a non-recoverable management and administration fee based on three percent of effective gross income.

Re al Estate Taxes

This expense represents the real estate tax expense. We have utilized the most recent tax expense of \$16,258.

Інянгансе Ехреняе

We were not provided with a historical expense. Based on competing properties we have estimated \$0.40 psf., or \$652.

Association Fees

This represents the association fee for the property. The reported annualized expense is \$1,540 which equates to \$385 per quarter.

Replacement Allowance

Typically a pro-forma operating statement will include replacement reserves to account for the eventual cost of replacing short-lived components of the property. Replacement reserves are estimated at \$0.20 psf, which recognizes the relative size of the improvements and their overall physical condition. This equates to \$326.

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An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Income Approach

STABILIZED PRO FORMA	
Potential Market Rent \$25.00 x 1,630 sf Less 5% Vacancy & Credit Loss Effective Net Rental Income	\$40,750 (<u>\$2,038)</u> \$38,712
Less Admin/Management Fee @ 3% Less Real Estate Tax Expense Less Insurance Expense Less Association Fees Less Replacement Allowance Sub-total	\$1,161 \$16,258 \$652 \$1,540 <u>\$326</u> \$19,937
Stabilized Net Operating Income	\$18,775

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Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Income Approach

Capitalization

Capitalization is the process of converting income into value. One method extracts a capitalization rate from sales of similar property via the following formula. An extracted rate is then divided into the subject's net operating income (NOI) resulting in a value indication for the real estate being appraised.

Net Operating Income / Sale Price = Cap Rate

Implicit within a cap rate are all investor expectations about risk, return and change. This methodology is simple to use, easy to explain, and directly reflects market behavior. Its simplicity is also a weakness because implicit expectations may not be scrutinized.

Real estate is customarily acquired with both debt and equity capital. The mortgage-equity technique recognizes this and constructs an overall capitalization rate (Ro). An overall cap rate can be calculated as a weighted average composed of the mortgage ratio (M), blended with the cost of the debt capital (Rm), plus the equity ratio (E) tempered by the return or rate necessary to attract equity capital (Re).

The equity cap rate (Re), shown below, is just a first year cash-on-cash return. Four other major ownership benefits — rental growth, equity growth due to lo an repayment, income tax benefits, and value growth all escalate total return. When these other factors are explicitly recognized, total return to equity, called equity yield (Ye), is usually much higher than the overall cap rate (Ro).

Mortgage interest rates vary by property type and lender risk perception. Loan terms shown below are reasonably representative of market norms for borrowers with good credit. Borrowers with tarnished credit histories can expect to pay higher rates with lower loan to value ratios. However, a property's market value is not influenced by the tainted credit history of its current or prospective owner.

Debt capital is now available for real estate like the subject at a fixed interest rate and level monthly payments for an initial multi-year period. Throughout the level payment period, the interest rate is expected to remain stable. Thereafter, the interest rate and payment are both expected to adjust annually. Different buyers have different purchasing criteria, so a range of reasonable equity returns and an approximate mid-point are illustrated. Current loan terms and first year demands on equity are shown below.

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Income Approach

Mortgage Equity Technique

	Debt					Equity				
Mortgage Rati	(M)		70%		Equity Ratio (E)			30%		
Interest Rate			6.00%		Reasonable First Year		ear?		20/ to 180/	
Initial Fixed Ra	Initial Fixed Rate Period (Yrs)		5 to 7		Equity Return (Re) Range		3% to 16%			
Amortization Perio d (Yrs) 25		25		First Year Equity				9.00%		
Loan Constant	Loan Constant (Rm)		7.73%		Return (Re), Say			3.0070		
	_		e information, e constructs a		_				3	
(M) x	(Rm)	=	(M) (Rm)	=>	70%	Х	7.73%	=	5.41%	
(E) x	(Re)	=	(E) (Re) =		30%	Х	9.00%	=	2.70%	
Summat	ion	=	Ro =>		•		Ro	=	8.11%	
						Say	Ro	=	8.10%	

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A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Realty Rates Neighborhood Survey 3rd Q 2024

RealtyRates.com MARKET SURVEY - 3rd Quarter 2024*									
Vest North (Central -	Class A &	B Neight	orhood, (Communi	ty & Strip I	Retail Ce	nters	
	Chicag	o/Joliet			Mile	aukee			
	Nape	rville	Indian	apolis	Ra	cine	Reg	jion	
	Anch	Un-Anch	Anch	Un-Anch	Anch	Un-Anch	Anch	Un-Anch	
Operating Data									
Income									
Asking Rent	\$18.82	\$18.43	\$14.44	\$14.24	\$13.76	\$13.65	\$14.11	\$13.90	
Effective Rent	\$18.64	\$17.88	\$14.20	\$13.83	\$13.49	\$13.37	\$13.36	\$13.15	
Other Income	\$0.93	\$0.89	\$0.71	\$0.69	\$0.67	\$0.67	\$0.67	\$0.66	
Total Income	\$19.57	\$18.77	\$14.91	\$14.52	\$14.17	\$14.03	\$14.03	\$13.80	
Vacancy Rate	7.5%	7.3%	7.1%	6.7%	9.9%	9.6%	7.9%	7.6%	
EGI	\$18.10	\$17.40	\$13.86	\$13.55	\$12.77	\$12.69	\$12.92	\$12.75	
Expenses									
Total Expenses	\$15.56	\$14.13	\$10.34	\$9.40	\$9.84	\$8.93	\$10.72	\$9.74	
Expense Ratio	85.99%	81.24%	74.64%	69.36%	77.10%	70.34%	83.01%	76.38%	
NOI	\$2.53	\$3.26	\$3.51	\$4.15	\$2.92	\$3.76	\$2.19	\$3.01	
Investment Data	•								
Avg Sale Price	\$36	\$45	\$46	\$50	\$38	\$49	\$36	\$43	
OAR	7.0%	7.3%	7.6%	8.3%	7.7%	7.7%	6.1%	7.0%	
GRM	1.93	2.52	3.24	3.62	2.82	3.67	2.69	3.29	
EGIM	1.99	2.59	3.32	3.69	2.98	3.86	2.79	3.39	

"2nd Quarter 2024 Data

Copyright 2024 RealtyRates.comTH

Realty Rates is reporting the overall rates to be 7.0-7.3 percent for the market area. This is based on Class A and B properties. There are no reported rates for Class C properties.

The following rates were obtained from retail properties. Based on the overall condition and utility of the subject, we have concluded a capitalization rate of 7.00%. The rates range from 6.05-8.31%.

Market Capitalization Rates								
<u>Address</u>	Sale/Asking Price	Sale Date	<u>Rate</u>					
4222-4224 Fullerton Ave., Chicago	\$800,000	8/1/2024	6.50					
3300 Harlem Ave., Riverside	\$2,200,000	9/1/2023	6.05					
12 Madison St., Oak Park	\$789,000	5/1/2024	8.00					
1933-1939 S Manheim, Westchester	\$740,000	9/1/2024	8.31					

24111844

This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Income Approach

Capitalization

Value Indication

In review, risk associated with physical attributes is normal due to property maintenance of the building. Existing and future leases are written on a modified gross basis which increased risk. In general, supply and demand are balanced so market conditions favor neither the property owner or tenant. Expectations of near future rental and growth are average. Overall risk is considered above average.

The above value indication is the resultant estimate after careful consideration of all factors pertaining to and influencing the income approach.

24111844

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Reconciliation

The reconciliation constitutes the final step in the process of analysis and interpretation of data contained within the report. It briefly summarizes the salient features of the subject property and neighborhood, before reconciling all data and values obtained from the three approaches to value.

The subject property consists of a retail condominium unit which is located on the ground level of a four-story project which contains six residential units and one retail unit. The project was constructed in 2007. The subject unit is a retail space that is currently vacant and was previously utilized as a cigar shop with a private lounge area and humidor and contains an overall square footage of approximately 1,630 sf. There are two parking spaces included. The subject has a common address of 7410 Madison Street, Forest Park, Illinois 60130.

Existing structural improvements are considered a legal, conforming use. A highest and best use "as is" analysis concluded a retail/residential mixed-use project would yield the greatest net return to the land. Considering the three classic approaches to value, the following results:

Cost Approach Not Applicable
Income Approach \$270,000 "As Is"
Sales Comparison Approach \$270,000 "As Is"

A Cost Approach provides an approximation of the depreciated reconstruction cost of the improvements. Added thereto is the worth of the land as though vacant. This approach is most applicable for new, or like new structures due to less uncertainty when estimating reconstruction cost or depreciation, if any. As building age increases, depreciation based on visual observation, becomes subjective. Additionally, the transference of real estate is seldom negotiated on a depreciated cost basis. The subject represents condominium ownership and therefore the cost approach was not considered applicable.

In the Sales Comparison Approach, sales of similar properties are compared to the property being appraised. This approach is very significant because it directly reflects the actions of buyers and sellers in a competitive market. It also reflects economic conditions, acceptance or rejection of various features, and trends of general desirability. This methodology is a true measure of supply and demand, accounting for all influential forces affecting the marketplace. This approach was given equal emphasis based on properties similar to the subject being purchased by owner-users as well as investor users.

The Income Approach is most appropriate when the primary acquisition criterion is a flow of income dollars. This methodology forecasts income, which is then converted into value via capitalization. This approach was given equal emphasis in arriving at value based on similar buildings being purchased by owner and investor users.

24111844◀



This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Reconciliation

The Sales Comparison Approach and Income Approach are both independent, and interdependent. These approaches are independently processed, yet many of the same variables, like building size, are used throughout all three methods; hence the interdependence. In this report, the Sales Comparison Approach and Income Approach were given equal emphasis. After careful consideration of all factors pertaining to, and influencing value, the current market value of the property in its actual physical condition and subject to the zoning in effect as of November 12, 2024.

\$270,000 " As Is" Two Hundred Seventy Thousand Dollars "As Is"

Exposure Time

Terminology abounds in the real estate appraisal profession. Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion.

Term	Definition	Explanation
Exposure Time (Statement 6)	" the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal".	Backward looking; ends on the effective value date. Based on factual, past events.
Marketing Time (Advisory Opinion 7)	" an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal".	Forward looking; starts on the effective value date. A forecast based on expectancies of future occurrences.

An estimated exposure time for the subject is 6 to 12 months assuming competitive pricing and prudent marketing efforts. Furthermore, marketing time is also estimated at 6 to 12 months.

Personal Property & Other Value Exclusions

Personal property is movable and **not** permanently affixed to the real estate. Examples of personal property are freestanding ranges and refrigerators. The personal property included in this appraisal's value conclusion, if any, is considered typical for this type real estate, yet insignificant to the value conclusion. Therefore, it is not itemized or valued herein. Moreover, this report's final value conclusions **excludes** unaffixed equipment, detached trade fixtures, chattel, and business good will unless specifically stated to the contrary.

24111844



This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Digital Images

Our world is rapidly shifting to a global economy in which technology and e-commerce play major roles. Digitized signatures and digital photographs are key elements of this shift. This appraisal may contain digital photographs, which are true and accurate representations. Brightness and/or contrast of these images may have been adjusted to enhance visibility when lighting conditions were too light or too dark. However, the content of these images was not altered or augmented in any way.

24111844



This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Certifications

The appraiser signing this report makes the following certifications to the best of his/her/their knowledge and belief.

- > The statements of fact contained in this report are true and correct. Reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions contained within this report, and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- > The appraiser has no present or prospective interest in the property that is the subject of this report, or personal interest with the parties involved. The appraiser has no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- > This engagement was not contingent upon developing or reporting predetermined results. Compensation paid to the appraiser is not contingent upon the development or reporting of a predetermined value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- > Reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation.
- > A statement regarding observation of the subject property by the appraiser is listed below. This viewing, if any, did not attempt to probe, investigate, study, or discover unfavorable physical features.
- > Brent A. Baldwin, MAI and Andrea Zable have performed no services as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding acceptance of this assignment
- > I, Brent A. Baldwin, MAI, certify that, to the best of my knowledge and belief, the reported analysis, opinions, and conclusions were developed and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of the Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this appraisal, Brent A. Baldwin, MAI has completed the continuing education program for Designated Member of the Appraisal Institute.

24111844 ◀



This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Subject Observation	Interior and Exterior	Exterior Only	None
Brent A. Baldwin, MAI		х	
Andrea L. Zable	Х		

No one provided significant real property appraisal assistance to the person signing this certification. Based upon the information contained herein and upon judgment, education, and experience as real estate appraisers, it is the opinion of the appraisers that the current market value of the property as of November 12, 2024.

> \$270,000 " As Is" Two Hundred Seventy Thousand Dollars "As Is"

Brent A. Baldwin, MAI Certified General Real Estate Appraiser IL Certification 553.000228

But AD

Certification Expiration Date: 9/30/2025

Andrea L. Zable

Certified General Real Estate Appraiser

IL Certification 553.001742

Certification Expiration Date: 9/30/2025



This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

Professional Qualifications

Andrea L. Zable

EXPERIENCE

I have been involved in the area of real estate for over 25 years. Over this period, I have been exposed to many types of commercial properties, including small neighborhood and community retail properties, urban and suburban apartment buildings; office, industrial, vacant land, places of worship and limited residential.

EDUCATION

College of DuPage, Glen Ellyn, Illinois Appraisal Institute

Appraisal Institute

- Course- Introduction to Income Capitalization
- Advanced Income Capitalization
- · Residential Case Study
- General Applications
- USPAP

Also included numerous seminars at the Appraisal Institute.

LICENSES

Certified General Real Estate Appraisal Illinois Licensed Real Estate Broker

24111844

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



24111844



McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150

Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

MCMAHON, BALDWIN & ASSOCIATES REAL ESTATE APPRAISERS

55 WEST 22ND STREET SUITE 150 LOMBARD, IL 60148

630-916-6070 630-916-6075 fax E-MAIL: brent@mcmahon-baldwin.com

QUALIFICATIONS OF BRENT A. BALDWIN, MAI

EXPERIENCE:

1992- PRESENT McMahon, Baldwin & Associates, Inc.

Principal

1988 - 1992 Actra, Inc.

Staff Appraiser

1984 - 1988 Baldwin Appraisal Service

Staff Appraiser

WESTERN ILLINOIS UNIVERSITY EDUCATION:

Bachelor of Arts Degree in Finance

EDUCATION

Litigation - 1997

Discounted Cash Flow Analysis - 1997

EDI Review - 1997

Real Estate Appraisal Principles - 1991 Basic Residential HUD Requirements - 1995

Ranos, Rates & Reasonableness – 1995 Fair Lending and the Appraiser Lee and Grant Co. – 1995

USPAP Seminar - 1999 Fairlending Seminar – 1999 FHA Seminar - 1999

What the Appraiser Faces in the Field – 1999

FIRREA Seminar - 2001

USPAP Seminar - 2001

Problems Which Face Today's Appraiser - 2001

Eminent Domain Training for Appraisers & Attorneys - 2002

USPAP Seminar - 2003 USPAP Update - 2005 FHA Update - 2006

Discounted Cash Flow Analysis - 2006 Highest and Best Use Analysis - 2006

Appraisal Trends - 2007 USPAP Update - 2007

Appraisal Liability – 2007 USPAP Update – 2009

What Commercial Clients Want Appraisers to Know - 2009

Residential Property Construction - 2009 Appraising Convenient Stores - 2009

Rates & Ratios: Making Sense of GIMS'S,OARS & DCFS- 2011

Analyzing Operating Expenses- 2011 7 Hour National USPAP- 2011

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McMahon, Baldwin and Associates, Inc. 55 West 22nd Street Suite 150

Lombard, IL 60148

This Report Prepared for: 7410 Madison LLC/Serenity

Investments, LLC

An appraisal of: Located at:

A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130

> What Commercial Clients Would like Appraisers to Know- 2011 Rates & Ratios: Making Sense of GIMS, OARS, & DCF-On-Line-2011 On-Line Analyzing Operating Expenses- 2011 What Clients Would Like Appraisers to Know: How to Meet Their Expectations- 2011 2010-2011 National USPAP Equivalent Course On Line- 2011 7 Hour National USPAP- 2012 Rates & Ratios- 2013 Cool Tools: New Technology for Real Estate Appraisers- 2013 Analyzing Operating Expenses- 2013 General Appraiser Income Approach Part 1-2013 General Appraiser Income Approach Part 2-2013 Business Practice and Ethics-2013 General Appraiser Report Writing and Case Studies-2013 USPAP Update-2014 Advanced Income Capitalization-2014 Quantitative Analysis- 2015 Advanced Concepts & Case Studies - 2015 Advanced Feasibility and Highest and Best Use-2016 Rates Ratios & Reasonableness-2018 Appraisal of Medical Office Buildings-2018 Business Practices and Ethics-2019 2020-2021 USPAP-2020 Small Hotel/Motel Valuation-2021

MEMBERSHIPS:

Appraisal Institute-MAI Designation IACREA (Illinois Association of Certified Real Estate Appraisers)

Appraising Automobile Dealerships-2021

Analyzing Revenue-2021

LICENSE: Illinois State Certification

Certified General RE Appraiser

553.000228

24111844

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This Report Prepared for: 7410 Madison LLC/Serenity Investments, LLC

An appraisal of: Located at: A Retail Condominium Unit 7410 Madison Street Forest Park, Illinois 60130



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EXHIBIT C

Form 8283



Noncash Charitable Contributions

Attach one or more Forms 8283 to your tax return if you claimed a total deduction

OMB No. 1545-0074 Attachment Sequence No. **155**

Department of the Treasury Internal Revenue Service

of over \$500 for all contributed property. Go to www.irs.gov/Form8283 for instructions and the latest information.

Name(s) shown on your income tax return Identifying number Enter the entity name and identifying number from the tax return where the noncash charitable contribution was originally reported, if different from above. Name: Identifying number: Check this box if a family pass-through entity made the noncash charitable contribution. See instructions Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions. Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities - List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. If you need more space, attach a statement. See instructions. (a) Name and address of the (b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached). (c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, 1 donee organization see instructions.) Α В С D Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g). (i) Method used to determine (d) Date of the (e) Date acquired (f) How acquired (a) Donor's cost (h) Fair market value or adjusted basis the fair market value Α В С D Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A) - Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is required for items reportable in Section B and in certain cases must be attached. See instructions. Information on Donated Property Check the box that describes the type of property donated. See instructions for definitions. **d** Other real estate a Art (contribution of \$20,000 or more) **b** Qualified conservation contribution □ Equipment j Clothing and household items **b(1)** Certified historic structure Securities k Digital assets ☐ Collectibles NPS# Other c Art (contribution of less than \$20,000) ☐ Intellectual property (a) Description of donated property (if you need more space, attach a separate statement) (b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift (c) Appraised fair market value 3 Α В С (f) Donor's cost or adjusted basis (d) Date acquired (e) How acquired by donor (g) For bargain sales, (h) Qualified (i) Amount claimed by donor enter amount conservation as a deduction (mo., yr.) contribution (see instructions) (see instructions) Α В С

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 62299J

Form **8283** (Rev. 12-2023)

Form 8283 (Rev. 12-2023) Page 2 Name(s) shown on your income tax return Identifying number Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code d For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? c Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of Declaration of Appraiser - See instructions. I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type Aso, inectate that i perform appriasals on a regular basis, and intal because of mity qualifications as usestinged in the appraisal. I art qualified to that a false of property being valued. I certify that the appraisal fees were not based on a percentage of the appraisal property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or from 8283 may subject me to the penalty under section 6701 (a) (aiding and abetting the understatement of tax liability). I understand that if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I after that I have not been at any time in the three-year period ending on the date of the appraisal barried from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature Here Appraiser name Title Business address (including room or suite no.) Identifying number City or town, state, and ZIP code Part V Donee Acknowledgment—See instructions. This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B. Part I. above on the following date Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) Employer identification number Address (number, street, and room or suite no.) City or town, state, and ZIP code Authorized signature Title Date

Form **8283** (Rev. 12-2023)

ORDINANCE NO. O- -24

AN ORDINANCE AUTHORIZING THE APPROVAL OF A JOINT PURCHASING REQUISITION FOR THE PURCHASE OF TWO (2) 2025 BASE FORD EXPLORER POLICE VEHICLES WITH UPFIT FOR THE VILLAGE OF FOREST PARK POLICE DEPARTMENT

WHEREAS, the Village of Forest Park ("Village") requires and has budgeted funds for the acquisition of two (2) police vehicles with upfit for the Village's Police Department; and

WHEREAS, the Village solicited proposals through the State of Illinois Joint Purchasing Master Contract and received a quote for the purchase of two (2) 2025 base Ford Explorers from Sutton Ford and solicited quotes for the upfit for each (collectively, the "Vehicles"); 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 waive bid and the purchasing requirements set forth in the Village code to purchase the Vehicles, to be used by the Village's Police Department; and

WHEREAS, after due consideration, a majority of the corporate authorities find it in the Village's best interest to purchase the Vehicles, with the total base cost estimated to be not more than Ninety-Eight Thousand Six Hundred Fourteen Dollars (\$98,614.00), plus an additional amount to upfit the Vehicles with police packages, in the aggregate amount not to exceed Forty-Three Thousand Seven Hundred Forty-Nine and 42/100 Dollars (\$43,749.42) for both Vehicles.

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

<u>Section 1</u>. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The corporate authorities of the Village waive bid and the purchasing requirements set forth in the Village Code to authorize the purchase order for the Vehicles, through the State of Illinois Joint Purchasing Master Contract, in the estimated base cost not to exceed Ninety-Eight Thousand Six Hundred Fourteen Dollars (\$98,614.00), pursuant to the quote attached as Exhibit A and made a part hereof, plus an additional amount to upfit the Vehicles with police packages, in the aggregate amount not to exceed Forty-Three Thousand Seven Hundred Forty-Nine and 42/100 Dollars (\$43,749.42) for both Vehicles, pursuant to the quotes attached as Exhibit B and made a part hereof.

<u>Section 3</u>. The Village Administrator is hereby authorized to have executed on behalf of the Village the purchase order and all other necessary forms, applications, requisitions, and other documents related to the purchase and upfit of the Vehicles.

<u>Section 4</u>. This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

Vanessa Belmonte, Village Clerk

EXHIBIT A

SUTTON FORD QUOTE

Forest Park Police Department

Field Services

Memorandum

TO:

Mayor Rory Hoskins; Village Administrator Rachell Entler

FROM:

Chief Ken Gross #2900

DATE:

16Sep24

SUBJECT: Two 2025 Ford Explorers

The police department would like Village Council approval to purchase two (2) 2025 Ford Explorers.

Sutton Ford (21315 Central Avenue, Matteson, Illinois, 60443) offers the vehicles that we wish to purchase via the State of Illinois Joint Purchasing Master Contract 22-416CMS-BOSS4-B-27256.

The black in color 2025 Ford Explorers are All Wheel Drive (AWD) 3.3L V6 Direct-Injection FFV. Each vehicle costs \$49,307.00 with the total purchase being \$98,614.00. Funding for this purchase was budgeted via Forest Park's ARPA monies.

It should be noted that there is an additional cost of approximately \$20,000 per vehicle for upfitting (cameras, striping, radios, lights, etc.).

CC:

DC Chin

Lt. Petrovic

D. Murphy



SUTTON FORD INC. 21315 CENTRAL AVE. MATTESON IL 60443

INVOICE

Friday, August 9, 2024

PURCHASER'S NAME

	FOREST PARK POL	ICE DEPT					
STREET ADDRESS							
	517 DESPLAINES	AVE					
CITY	84	STATE		ZIP		BUS PHONE	
F <u>(</u>	OREST PARK	<u>IL</u>		601			
PLEASE ENTER MY OR	DER FOR THE FOLLOWING		NEW /		SUV 🗸	TRUCK	CAR [
YEAR	MAKE	MODEL		BODY TYPE	COLOR	TRIM	STOCK NO.
25	FORD	EXPLOR		LICE INTERCEPTOR	BLAK		ORDER
VIN NO.			MILES		SALES REP		t Ourednik
2025 FORD EXPLORER PIU - 3.3L V6			\$49,307.00	<u> </u>	TRADE-IN INF	ORMATION	
				MAKE OF USED VEHICLE			
				YEAR			
				MODEL			
				VEHICLE IDENT. NO.			
				MILEAGE			195
				TRADE VALUE			
			17				
SUBTOTAL			\$49,307.00		FLEET SALES INFORMATION		
ELECTRONIC FILI	NG FEE		\$0.00	ORDERING FIN	QD596		
DOCUMENTATION			\$0.00	END USER FIN	QD596		
ILLINIOS SALES T			\$0.00	SALES TYPE		3	
COUNTY TAX- CO			\$0.00	GPC DISCOUNT			
CITY OF CHICAGO			\$0.00	GPC REF #			
COOK COUNTY W			\$0.00	56A/CPA DISCOUNT			
LICENSE, TRANS	_		\$0.00	56M DISCOUNT			
EXTENDED SERV		<u></u>	\$0.00	RETAIL REBATE #	1		
TOTAL PRICE	102 0011110101		\$49,307.00				
CASH DOWN PAY	MENT		\$0.00				
REBATE	1971bal 7 1		\$0.00	1			
TOTAL DOWN PA	VMENT		\$0.00				
	TMENT	/	\$40.00 640.307.00			····	

UNPAID CASH BALANCE DUE ON DELIVERY

\$49,307.00

Puchaser agrees that this Order includes all of ferms and conditions on both the face and reverse side hareof, that this Order cancels and supersades any price agreement and as of the date hereof comprises the complete and exclusive sitement of the interminent of the interminent relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GRIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCKASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HEREOF BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER SHALL BE LIBBLE FOR PERSPORMANCE UNDER ANY, BY A MANUFACTURER OR SUPPLIER SHALL BE LIBBLE FOR PERSPORMANCE UNDER SUCH WARRANTES. UNLESS DEALER FURNISHES BUTTER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON IT'S OWN BEMALF, DEALER HEREBY DISCLAUMS ALL WARRANTIES, EXPERSES OR INPLICED, INCLUDING ANY IMPLIED WARRANTHES OR MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS, AND ONLY AND PROCESSING OF THE MESOTIATED CASH SALE PRICE OF EACH VEHICLE THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

	el n Mt				
ACCEPTED BY:	LA 11/11 2905		ACCEPTED BY:		
	PURCHASER'S SIGNATURE			DEALER OR HIS AUTHORIZED REPRESENTATIVE	257
DATE		8/9/2024	DATE		8/9/2024
				7	15

EXHIBIT B

UPFIT QUOTES

Forest Park Police Department

Field Services

Memorandum

TO:

Mayor Rory Hoskins; Rachell Entler

FROM:

Chief Ken Gross

DATE:

22Oct24

SUBJECT: 2025 Ford Explorers - Uptitting

This memo is in addendum to my memo to you dated 16Sep24 requesting approval for the purchase of two 2025 Ford Explorers with ARPA funding.

One 2025 Ford will be fully marked, and the second will be unmarked, but both will be used by the police department's patrol staff in their day-to-day duties.

The total cost to upfit both vehicles is \$43,749.42, which includes, but is not limited to, lighting, striping, in-car cameras, in-car computers, and stop sticks. The above cost of \$43,749.42 excludes the \$13,483.06 radio cost as this department has already been invoiced for this equipment, which was acquired earlier in the year.

Following you will find quotations for the upfitting of the two, new squad cars.

cc: DC Chin

Lt. Petrovic

D. Murphy

G. Prescott

Attachments



Quotation

Quote Number

2024-32957

Terms Date

Net 30 Days 10/03/2024

Sales Person

Spencer Gingras

Valid Until

11/02/2024 Fedex

Shipping

Forest Park Police Department

Contract Number Cooperative

[IL] 517 Desplaines Avenue Forest Park, IL 60130

Forest Park Police Department

United States 708-366-2425

Ship To

Daniel Miller

dmiller@forestpark.net

517 Desplaines Avenue Forest Park, IL 60130 **United States** 708-366-2425

dmiller@forestpark.net

Bill To

Daniel Miller

# 300 TE	ury.	Product	Item Code Unit Price	Ex	. Price
1	2	Barracuda Kit-Black	\$8049K	\$ 689.00	\$ 1,378.00
			Oustation Totals		

Quotation Totals

Currency:

US Dollar

Subtotal:

\$1,378.00

Shipping Provider: Shipping: Fedex

Total:

\$ 49.00 \$1,427.00

Quotation Accepted By

Quote Number

2024-32957

P.O. Number

Tax Exempt #

Tax Exempt

Print Name

Title

Signature

Date

Stop Stick LTD • 365 Industrial Drive • Harrison, Ohio 45030 • United States Phone: 513-202-5500 • Fax: 513-202-0240 http://stopstick.com

Unless otherwise stated, sales are U.S. Dollars, EXW Harrison, OH. Payment Net 30 Days from ship date.



X-Treme Graphics & Lettering, Inc. 1000 N. Ridge Ave. Lombard, IL. 60148

Estimate

Number Date E463

10/22/2024

Lombard, IL. 60 Tel: 630.495.5400 Fax 630.495.5454

Bill To

Ship To

.. Village of Forest Park 517 des plaines forest park , il , 60130

PO Number	Terms	Customer # Se	ervice Rep Project	
Description	Quantity/	Hours Price/Rate	Amount	
explorer squad car	graphics, 1	\$1,035.00	\$1,035.00	ann af

Amount Paid
Amount Due

\$0.00

\$1,035.00

Sub Total

\$1,035.00

\$1,035.00



CDS Office Technologies 1271 HAMILTON PARKWAY Itasca, Illinois 60143 United States (P) 630-825-4519 (F) 630-305-9876

Cutotion (Open)

Date
Oct 18, 2024 01:00 PM CDT

Modified Date
Oct 18, 2024 01:20 PM CDT

Quote #
505860 - rev 1 of 1

Description
2 x WJ-VPU4000, FZ-55J26GCBM, ZQ52-BUE0010-00 for new Explorers

SalesRep
Gottlieb, Mark
(P) 630-625-4519
(F) 630-305-9876

Customer Contact
Chin, Chris
(P) 708-615-6221
cchin@forestpark.net

Customer Forest Park Police Department (26556) Chin, Chris 517 Des Plaines Ave. Forest Park, IL 60130 United States Bill To Forest Park Police Department Accounts, Payable 517 Des Plaines Ave Forest Park, IL 60130 United States

Ship To
Forest Park Police Department
Chin, Chris
517 Des Plaines Ave
Forest Park, IL 60130
United States
(P) 708-615-6226
cchin@forestpark.net

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

# Description	Part #	Qty	Unit Price	Tota
Arbitrator VPU4000	NAME OF TAXABLE PARTY.			
1 Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VPU4000	2	\$3,400.00	\$6,800.00
i-PRO ICV Front Panoramic 4K Camera with G-Force Sensor for VPU4000 Ethernet cable is separate	WV-VCF41P	2	\$1,295.00	\$2,590.00
3 Arbitrator VC35 Panoramic Front Camera with built in G-Force Sensor 1080p, 86 degree horizontal & 46 degree vertical FOV	WV-VC35	0	\$920.00	\$0.00
4 Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY- 5Y	2	\$475.00	\$950.00
5 Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS , 8.77* x 2.4*	IPS-ICV4-ANT- BL	2	\$370.00	\$740.00
6 Panasonic I-PRO Accessory Kit for VPU4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	2	\$740.00	\$1,480.00
Accessories				
7 Panasonic i-PRO - 256GB Rugged SSD for VPU4000 w/ AES Encryption & pull tab	IPS-ICV4- 256SSD	2	\$145.00	\$290.00
8 Panasonic i-PRO - *NEW* Back Seal/Side Camera for Arbitrator VPU4000 1080p, Al Human movement Video Motion Detection with optional auto-triggering, audio gain settings	WV-VCR40W	2	\$575,00	\$1,150.00
9 Lind Etectronics - Siren Detection Cable For Panasonic Arbitrator	CBLMS- F00200	2	\$49.00	\$98.00
BWC4000 Vehicle Dock				
10 i-PRO BWC4000 Single Docking Charger Station power adapter separately	WV- BWC40D1A	2	\$249.00	\$498.00
11 i-PRO BWC4000 12V Vehicle Harness for Camera Dock or Battery Charger	IPS-BWC4- 12V-WIRE	2	\$40.00	\$80.00
12 I-PRO ICV 25IN ORANGE STP NETWORK CABLE FOR BWC DOCK IN THE VEHICLE	IPS-ICV-ETH- DOCK	2	\$25.00	\$50.00
ICV Licensing/Support - UDE Local (onsite) Storage				
13 I-PRO ICV UDE On-premise Device License For 3 Years Incl. Device Management, Live Streaming, and Redaction, Service Entitlements: 24x7 Help Desk, Software Maintenance And Support	IPS-ICV-UDE- OP3	2	\$365.00	\$730.00
Implementation Services				
14 CDS Office Technologies - IT Services	ZBLOCKCNET	1	\$600,00	\$600.00

Configure two new vehicles for triggering, server connection - does not include server software update

Panasonic Toughbook FZ-55 Semi Rugged				
15 Panasonic Toughbook FZ-55 Mk3 (i5, 4G, GPS) Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam Standard Battery Note: - TPM 2.0, Emissive Backlit Keyboard, Flat	FZ- 3 55J260CBM I,	2	\$2,789.00	\$5,578.00
16 Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook	CF- SVCLTEXT2Y	2	\$316.00	\$632.00
Havis Vehicle Docking Station & Power Supply				
17 Havis - Docking Station for Toughbook CF-54 & FZ-55 - LITE port replication, Dual Pass Dual Antenna Connections, Fully-powered USB 3.0 (2), Ethernet: RJ45 Ethernet (1), serial: DB9 (9-Pin) connection (1)	HA-55LVDLT2	2	\$739.00	\$1,478.00
18 Havis - 5-Year Enhanced Protection Plan For DS-PAN-434-2 Docking Station For Panasonic TOUGHBOOK 55 Laptop	EP5-PAN-434-	2	\$175.00	\$350.00
19 Power Supply for use with Panasonic CF-54/FZ-55 Series Docking Stations	LPS-112	2	\$175.00	\$350.00
20 Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles	LPS-211	2	\$28.00	\$56.00
Cellular/GPS Combo Antenna				
21 Airgain MULTIMAX 4G/5G (600 MHz to 6 GHz) Cellular/GPS Black - Threaded Bolt Mount	AP-MF5G-CG- Q-B1	2	\$125.00	\$250.00
22 Airgain Standard EZ Connect Cable Harness - Cellular/GPS TNC on Single Cellular & GNSS	CH-CG-4-4-14	2	\$55.00	\$110.00
Security Software				
23 5 Years of Panasonic Smart Compliance solution for endpoints - Subscription license to provide continuous monitoring of endpoint devices, including TOUGHBOOKS and non-Panasonic desktops and laptops Support included; One license per device; License can be transferred to a different endpoint.	SVC- SCLECME5Y	2	\$150.00	\$300.00
Zebra ZQ521 Printer				-
24 Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52- BUE0010-00	2	\$695.00	\$1,390.00
25 Zebra OneCare Essential with Comprehensive Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	71AE-706V	2	\$289.00	\$578.00
Zebra ZQ520/1 Battery Eliminator				
26 Zebra Battery Eliminator Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series Note: (P1063406-028 option does not include USB lock)	P1063406-061	2	\$205.00	\$410.00
27 Zebra Power Adapter Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667-142	2	\$125.00	\$250.00
Zebra USB Cable				
28 Zebra USB cable with twist lock - USB (M) to Micro-USB Type B (M) - 11.5 ft - for ZQ500 Serie	P1063406-146	2	\$21.00	\$42.00

Subtotal: \$27,830.00
Tax (.0000%): \$0.00
Shipping: \$60.00
Total: \$27,890.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer® restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

DATE	ESTIMATE NO.
10/22/2024	75893

NAME / ADDRESS		- "
Village of Forest Park 517 DesPlaines Ave Forest Park, IL 60130		

		TERMS FOB		Р	.0.	
		Net 30 Days	Ŋ	aperville,IL		
ITEM	DESCRI	PTION	oping n	QTY	COST	TOTAL
Her I Transcon	2025 Utility - Slicktop Patrol					
	*** Installer Note: All lightheads so Core siren ***	et to steady and control	led by			
	Headlight flasher coming on vehicle	<u> </u>	111111111111111111111111111111111111111		192	
SE-BK2019ITU20	Push Bumper PB450L4 Alum Push Bumper, Full Utility Interceptor *** Specify colors: Trios	, (4) Whelen Ions, 2020	+ Ford	1	941.03	941.03
	Speaker coming with vehicle? (returned speaker and bracket on p	revious vehicle)			30	
CO-LINEARMTC	Preemption Microthin, Linear Tube with Cable (Clear)		- Z ₁₁ 1	1	214.95	214.95
TE-401-1228-PREHI	Single head preemption emitter, (Po	ower Supply only)		1	390.00	390.00
WH-MBFX20	Mirrors Mirror-Beam TM Mirror Mounted S Utility, 2020+ *** Lightheads purchased separate Includes Cables and Textured Blac Lightheads Required, Available in	ly *** k Finish, Sold in Pairs. SOLO™, Split or DUO	(2) TM	1	392.85	392.85
WH-MBIONR	Lightheads and V-Series™, Blue, R Mirror-Beam™ Mirror Mounted S Lighthead, Single Color, 2 Lighthe: Purchased with Mirror-Beam (Red)	eries, W IONTM SOLO	тм	1	0.00	0.00
Thank you for using Flo	eet Safety Supply!!!		TC	TAL		

Page 1

DATE	ESTIMATE NO.
10/22/2024	75893

NAME / ADDRESS	
Village of Forest Park 517 DesPlaines Ave Forest Park, IL 60130	

		TERMS		FOB	Р	.0.
		Net 30 Days	N:	aperville,IL		
ITEM	DESCRIF	PTION		QTY	COST	TOTAL
WH-MBIONB	Mirror-Beam TM Mirror Mounted S Lighthead, Single Color, 2 Lighthes Purchased with Mirror-Beam (Blue)	eries, W ION™ SOLO™ ids Required, No Charge	when	1	0.00	0.00
WH-BSFW508	Front Windshield Inner Edge FST WeCan X, Ford Po Eight Lamps, SOLOTM or DUOTM, Individual Driver and Passenger Si Flashing/Take-Downs (Ten Lights T Option 76P) *** Don't forget color modules ***	Upper Front Two Piece U de Units, with Two LED	Init,	1	1,042.20	1,042.20
WH-ISDD	Inner Edge® FST™ WeCan®, One and RST™, For WeCan® Series Of Ordered with Inner Edge® Tray (Red/White)	DUO™ Lighthead for FS nly, Price Available When	STEM	4	0.00	0.00
WH-ISDE	Inner Edge® FST™ WeCan®, One and RST™, For WeCan® Series Or Ordered with Inner Edge® Tray (Blue/White)	DUO™ Lighthead for FS nly, Price Available When	SТТМ 1	4	0.00	0.00
	Rear Side Cargo Windows					
WH-IONR	ION Series Super-LED Universal L Scan-Lock Flash Patterns and a 4-V (Red)	ight, Includes Universal N Vire Pig Tail	Mount,	2	140.94	281.88
WH-IONB	ION Series Super-LED Universal L Scan-Lock Flash Patterns and a 4-V (Blue) *** Installer Note: Reds on Driver Side ***	Vire Pig Tail		2	140.94	281.88
	Rear Window			• 8	11/2	
Thank you for using	Fleet Safety Supply!!!		ТО	 TAL		

Page 2

DATE	ESTIMATE NO.
10/22/2024	75893

NAME / ADDRESS	
Village of Forest Park 517 DesPlaines Ave Forest Park, IL 60130	

	TERMS F		FOB	Р	.o.
	Net 30 Days	N:	aperville,IL		
DESCRI	PTION		QTY	COST	TOTAL
Lightbars with Proclera® Silicone Utility, 2020, SOLO™ or DUO™, I Lamp *** Don't forget color modules ***	Optic, Ford Police Inter Upper Rear Housing for	ceptor Ten	1	1,122.53	1,122.53
Inner Edge® Series, One DUO™ L For WeCan® Series Only, Price Av Inner Edge® Tray (Red/Amber)	ighthead for FST TM and vailable When Ordered t	RSTTM,	5	0.00	0.00
Inner Edge® Series, One DUO™ L For WeCan® Series Only, Price Av Inner Edge® Tray (Blue/Amber)	ighthead for FST TM and vailable When Ordered v	I RST TM , with	5	0.00	0.00
License Plate					
MicroPulse Wide Angle, 9-LED ligi	hthead, (Red)		1	188 18	188.18
MicroPulse Wide Angle, 9-LED lig	hthead. (Blue)		i		188.18
License Plate Bracket for Single Su 9 with wire Slot (1 Pair)	rface Mount MicroPuls	e Wide	1	75.00	75.00
Taillights		11000			
Plug & Play taillight flasher Ford E	Explorer 2016-2025 th Core instead of flashe	r***	1	112.50	112.50
Mounted on tailgate facing down					
	read (White)		1	120 #1	100
Mercury Switch w/clip	icac, (vilice).				138.51
On/Off Switch			1	10.95	49.95 10.95
Siren					
et Safety Supply!!!		TO			
	Inner Edge® RST™ WeCanX™ So. Lightbars with Proclera® Silicone Utility, 2020, SOLO™ or DUO™, Lamp **** Don't forget color modules *** Inner Edge® Series, One DUO™ L For WeCan® Series Only, Price Av Inner Edge® Tray (Red/Amber) Inner Edge® Series, One DUO™ L For WeCan® Series Only, Price Av Inner Edge® Tray (Blue/Amber) License Plate MicroPulse Wide Angle, 9-LED lig MicroPulse Wide Angle, 9-LED lig License Plate Bracket for Single Su 9 with wire Slot (1 Pair) Taillights Plug & Play taillight flasher Ford E *** Installer Note: May run throug Mounted on tailgate facing down Strip Light Plus Hi-Intensity light I Mercury Switch w/clip On/Off Switch Siren	DESCRIPTION Inner Edge® RSTTM WeCanXTM Series, Rear Facing Super Lightbars with Proclera® Silicone Optic, Ford Police Inter Utility, 2020, SOLOTM or DUOTM, Upper Rear Housing for Lamp **** Don't forget color modules *** Inner Edge® Series, One DUOTM Lighthead for FSTTM and For WeCan® Series Only, Price Available When Ordered Inner Edge® Tray (Red/Amber) Inner Edge® Series, One DUOTM Lighthead for FSTTM and For WeCan® Series Only, Price Available When Ordered Inner Edge® Tray (Blue/Amber) License Plate MicroPulse Wide Angle, 9-LED lighthead, (Red) MicroPulse Wide Angle, 9-LED lighthead, (Red) MicroPulse Wide Angle, 9-LED lighthead, (Blue) License Plate Bracket for Single Surface Mount MicroPuls 9 with wire Slot (1 Pair) Taillights Plug & Play taillight flasher Ford Explorer 2016-2025 *** Installer Note: May run through Core instead of flashe Mounted on tailgate facing down Strip Light Plus Hi-Intensity light head, (White). Mercury Switch w/clip On/Off Switch	DESCRIPTION Inner Edge® RST™ WeCanX™ Series, Rear Facing Super-LED® Lightbars with Proclera® Silicone Optic, Ford Police Interceptor Utility, 2020, SOLO™ or DUO™, Upper Rear Housing for Ten Lamp *** Don't forget color modules *** Inner Edge® Series, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Red/Amber) Inner Edge® Series, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Blue/Amber) License Plate MicroPulse Wide Angle, 9-LED lighthead, (Red) MicroPulse Wide Angle, 9-LED lighthead, (Blue) License Plate Bracket for Single Surface Mount MicroPulse Wide 9 with wire Slot (1 Pair) Taillights Plug & Play taillight flasher Ford Explorer 2016-2025 *** Installer Note: May run through Core instead of flasher *** Mounted on tailgate facing down Strip Light Plus Hi-Intensity light head, (White). Mercury Switch w/clip On/Off Switch Siren	Net 30 Days Naperville,IL	Net 30 Days Naperville,IL DESCRIPTION QTY COST Inner Edge® RST™ WeCanX™ Series, Rear Facing Super-LED® Lightbars with Proclera® Silicone Optic, Ford Police Interceptor Utility, 2020, SOLO™ or DUO™, Upper Rear Housing for Ten Lamp *****Dun't forget color modules **** Inner Edge® Series, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Red/Amber) Inner Edge® Treis Only, Price Available When Ordered with Inner Edge® Tray (Blue/Amber) License Plate MicroPulse Wide Angle, 9-LED lighthead, (Red) MicroPulse Wide Angle, 9-LED lighthead, (Blue) License Plate Bracket for Single Surface Mount MicroPulse Wide 9 with wire Slot (1 Pair) Taillights Plug & Play taillight flasher Ford Explorer 2016-2025 *** Installer Note: May run through Core instead of flasher *** Mounted on tailgate facing down Strip Light Plus Hi-Intensity light head, (White). Mercury Switch wictlp On/Off Switch Siren *** Safety Supply!!!

Page 3

DATE	ESTIMATE NO.
10/22/2024	75893

NAME / ADDRESS		
Village of Forest Park 517 Des Plaines Ave Forest Park, IL 60130	38	

		TERMS		FOB	Р	.0.
	_	Net 30 Days	N	aperville,IL	1 1 -	
ITEM	DESCRIP	TION		QTY	COST	TOTAL
WH-C399	CORE Amplifler, Control Module, I WeCan Ports and Controls up to 99 Includes Choice of Control Head Or when ordered with C399	Devices/Remote Modu dered Separately. No	les,	1	1,346.63	1,346.63
WH-C399SP	SCANPort Installation Kit for C399			1	0.00	0.00
WH-CCTL6	Includes Three Section Control Head 4-Position Slide Switch with a 7-Post Airhorn Plus Three Traffic Avisor S Extension Cable, No Charge when P	ition Rotary Knob, Ma witches and Micropho	nual,	1	0.00	0.00
WH-01-0448144-000	KIT, MICROPHONE EXTENSION				102.06	102.06
WH-WSMIC321	Microphone	- 101		1	150,66	150.66
WH-LCPHOTO	LOGIC LEVEL PHOTOCELL OP	TION		î	101.25	101.25
WH-CV2V	WeCanX Vehicle-to-Vehicle Module		onne)	1	118.80	111.25
MM-MMSU-1	Magnetic Mic Single Unit	(includes internal anti	illia)	- 1	39.95	39.95
ALF-PT-MIC-12	Pigtail, 12" Mic Splitter Cable for V	Vhelen Core C399		i	34.82	39.95
	Console				360	
HS-C-VS-0618-INUT	2020 Ford Interceptor Utility Specificonsole with 24" total internal moun	ic Flat Console, Horizo iting space	ntal	1	491.72	491.72
HS-C-EB40-CCS-1P	Equipment Bracket, One-Piece, Who	elen CenCom, CanTrol		-1	0.00	0.00
HS-C-EB25-KNX-1P	1-Piece Equipment Mounting Brack Kenwood NX-5700, NX-5800,NX-59 head radios	et, 2.5" Mounting Space 100 self-contained and t	e, fits emote	1	0.00	0.00
HS-C-EB25-PAN-1P	*** OBSOLETE *** Need to detern Equipment Bracket for Panasonic A Recorder		Digital	1	0.00	0.00
HS-C-FP-25	2 1/2" Filler Plate			1	0.00	0.00
HS-C-FP-2	2" Filler Plate (2.0")			i	0.00	0.00
HS-C-FP-35	3.5 Filler Plate			1	0.00	0.00
HS-C-FP-4	4" Filler Plate		8 == 1	i	0.00	0.00
Thank you for using Flo	eet Safety Supply!!!		TC	TAL		

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DATE	ESTIMATE NO.
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NAME / ADDRESS	
Village of Forest Park 517 DesPlaines Ave Forest Park, IL 60130	

		TERMS	ı	FOB	Р	.0.
		Net 30 Days N	aperville,IL			
ITEM	DESCRI	PTION		QTY	COST	TOTAL
HS-CUP2-1001	holder, Self-adjusts to fit cups up to			1	52.46	52.46
HS-C-ARM-103	Console, Accessory, Arm rest, External, Flip, Height adjustable (** rej			1	142.51	142.51
HS-C-MCB	Mic Mount Bracket, L-shaped		′	1	15.50	15.50
MM-MMSU-1	Magnetic Mic Single Unit			1	39.95	39.95
	Community Manual					
HS-C-HDM-204	Computer Mount			60		
HS-C-HDM-204	Pole only, Telescoping device mount Side mount, 8" High, W-SHRTHN	iting base, Heavy duty n DLE	nount,	1	180.09	180.09
HS-C-HDM-303	Heavy Duty Fixed Top Offset Platf			1	75.17	75.17
	P. 441 P. G . 10					
CE DIZI IAZITELIA OTRI	Partition, Rear Seat and Screen, W					
SE-PK1126ITU20TM	#10XL C Horizontal Sliding Windo Vinyl Coated Expanded Metal Win Partition, 2020 Ford Utility Interce (complete model number: PK1126I	dow Security Screen, X		1	916.46	916.46
SE-QK06351TU20	OEM Replacement Transport Seat Expanded Metal Cargo Partition,C Utility	with #12 Vinyl Coated	20 Ford	1	1,342.34	1,342.34
SE-WK0514ITU20	Window Barrier VS, Steel Vertical (full model number: WK0514ITU2	, 2020 Ford Utility 0)		1	269.45	269,45
	*** Door panels not included as the Utility builds ***	ey were returned on pre	vious			
	Trunk Tray				100	
HS-PKG-TTP-INUT	Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility (complete model number: PKG-TTP-INUT-1201-4)		argo ptor	1	1,551.12	1,551.12
HS-C-TTP-INUT-SE	Cargo Plate Filler Panel for Setina (complete model number: C-TTP-I	Partition		1	55.59	55.59
Thank you for using Fle	et Safety Supply!!!		то	TAL		

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DATE	ESTIMATE NO.	
10/22/2024	75893	

NAME / ADDRESS	·	
Village of Forest Park 517 DesPlaines Ave Forest Park, IL 60130		

		TERMS	FOB	P	.o.
		Net 30 Days	Naperville,II		
ITEM	DESCR	IPTION	QTY	COST	TOTAL
HS-C-TTP-INUT-MAT	Full Width Trunk Tray Rubber M Series	lat Option for C-TTP-INU	T 1	136.62	136.62
LU-LOFT-PIU20-GV	Loft gun mount 20+ Ford Police Utility/Explorer I Interior Dimension 16.5" x 40" L/s Standard Gun Lock, Muzzle Braci Button Switch. (Optional Accessor	OFT-PIU20-GV Includes ket Assembly, Momentary		807.35	807.35
LU-LOFT-LOCK-DE	Lock mounting bracket without lo	ck head	-1	60.00	-60.00
LU-LOFT-BCP	Butt cup assembly- includes ("L"	bracket)		56,33	56.33
Thank you for using Flee	t Safety Supply!!!		TOTAL		

Page 6



452 N Claremont Avenue Chicago, IL 60612 Phone: (312) 243-0588 Fax: (312) 243-2467

INVOICE

Page 1

101024180-1

Invoice Date: 09/03/2024

BIII To: FOREST PARK FLEET SERVICES 517 DES PLAINES AVENUE FOREST PARK, IL 60130 Ship To: Forest Park Public Works 7343 W 15th Street FOREST PARK, IL 60130

Contact: George Prescott Contact #:

Contact: George Prescott Contact #: 708-366-2323

			CONTRACT #: 700-00	0-2020	
Customer #: 32833		SalesPerson: CD	PO#:	Terms: NET10	
Qty	Item	Description	7-17	Unit Price	Amount
2	NX-5700BK	NX-5700K (50W, 136-174 MHz) RF Deck Only		877.00	1,754.00
		Serial Number	C4310618		
		Serial Number	C4310619		
2	NX-5900BK	Kenwood NX5900k	, 35W, 700/800Mhz	1,205.20	2,410.40
		Serial Number	C4460162		
		Serial Number	C4460163	ı	
2	NX-5800BK		50-520 MHz) RF Deck Only	877.00	1,754.00
		Serial Number	C4460164		
		Serial Number	C4460165		
1	Discount			-5,683.74	-5,683.74
4	KWD-5100CV	License Key - P25	Conventional	621.00	2,484.00
2	KWD-5101TR	License Key - P25	Phase 1 Trunking	561.70	1,123.40
2	kwd-5102tr	License Key - P25	License Key - P25 Phase 2 Trunking		864.00
2	KWD-5105VT	License Key - P25	License Key - P25 Conventional		259.40
6	KMB-33M	Mounting bracket		17.20	103.20
6	KCT-23M3	Power cable		65.20	391.20
2	KCH-20RM	Full featured remote	e control panel	729.70	1,459.40
2	KCT-72M	External accessory	connection cable	44.70	89.40
6	KES-5A	EXTERNAL SPEAR 40W	KER	73.00	438.00
2	KMC-65M	Military spec mobile	e mic	63.50	127.00
4	KCT-71M3	Remote Control Ca	able (25 feet)	97.30	389.20
4	KCT-71M4	Remote Control Ca	able (25 feet)	54.70	218.80
4	KCT-46	IGNITION SENSE	CABLE	16.70	66.80
4	KWD-AE31K	AES & DES Encryp	otion module	670.20	2,680.80
4	L-5008	Install KWD-AE31k	(in NX5000	81.00	324.00
2	L-5005	KPG-D1NK System	n key file	142.20	284.40
2	KWD-ASK-MK	Master key to active	ate KWD-ASK-AK	607.70	1,215.40
2	KWD-ASK-AK	Access key for KP0	G-D1NK	254.50	509.00
6	78815	3/4 BRASS MOUN	Т	20.00	120.00



452 N Claremont Avenue Chicago, IL 60612 Phone: (312) 243-0588 Fax: (312) 243-2467

INVOICE

Page 2

101024180-1

Invoice Date: 09/03/2024

Bill To:

FOREST PARK FLEET SERVICES 517 DES PLAINES AVENUE FOREST PARK, IL 60130 Ship To:

Forest Park Public Works 7343 W 15th Street FOREST PARK, IL 60130

Contact: George Prescott

Contact #:

Contact: George Prescott Contact #: 708-366-2323

Custo	mer #: 32833	SalesPerson: CD	PO# :	Terms: NET10	
Qty	Item	Description	Description		Amount
2	49165	1/4 WAVE ANTE	1/4 WAVE ANTENNA		20.00
2	10772	152-162MHZ WA	152-162MHZ WAVE ANT.		22.00
2	319012		740 - 870 MHz 150 W Unity Gain Chrome Nut Antenna in Titanium Gray		20.00
6	91538	CRIMP PL259 U	CRIMP PL259 UHF RG58		39.00
6	KRK-15BM	CNTRL HEAD RI	EMOT KIT		

 Subtotal:
 \$13,483.06

 Tax:
 \$0.00

 Credit Card Payments are subject to a 3% Surcharge.
 Total Amount:
 \$13,483.06

VILLAGE OF



Rory E. Hoskins

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

Maria Maxham

COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero

COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin

COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd

COMMISSIONER
PUBLIC PROPERTY

Rachell Entler

VILLAGE ADMINISTRATOR

Vanessa Belmonte

VILLAGE CLERK

TO: Mayor Hoskins

Commissioners

Village Administrator Entler

FROM: Letitia Olmsted, Finance Director

DATE: November 21, 2024

RE: Estimate of property taxes levied for the 2024 tax year

The Village and Library file a combined annual tax levy via ordinance with the Cook County Clerk. As non-home rule entities, the Village and Library are subject to the Property Tax Extension Limitation Law (PTELL), which sets a cap on funds levied. The Cook County Clerk calculates a limiting rate using prior year's extended taxes, the Consumer Price Index (CPI) based upon the twelve-month calendar year preceding the levy year, and the current tax year Equalized Assessed Valuation (EAV). The County's final tax rate is historically reduced from the levy ordinance.

The 2023 combined tax levy was proposed with a 6.5% increase from the 2022 extension, and the final increase was 5%. For the 2023 Village tax extension, Police and Fire Pension fund contributions increased by \$808,128, and corporate and special revenue fund revenues were reduced by (\$447,265); net new revenue totaled \$360,863. Pension obligations increase annually, and since the Village has an imposed tax cap, funds are redistributed from general operations in attempt to reduce the pension liability. The Library recognized \$119,215 in new revenue for tax year 2023.

The estimate for the 2024 combined levy is a 5% increase over the 2023 extension. For levy year 2024, CPI is 3.4%. Proposing the levy at the maximum 5% allows the opportunity for additional revenues to be recognized dependent upon the 2024 Equalized Assessed Valuation and other factors considered in the final limiting rate. For tax year 2022, the EAV decreased (2.8%). However, the reassessment for tax year 2023 increased the EAV by 32.8%. The 2024 tax year EAV should be available in summer of 2025. Illinois Department of Revenue establishes an equalization factor to achieve uniform property assessments throughout the state. The County will limit the funds and reduce this estimate based upon the factors mentioned above.

As proposed, the 2024 levy increase at 5% equates to \$367,706 in new revenue for the Village, and \$137,693 for the Library. For the Village levy, an estimated \$336,470 in new revenue is allocated to the Police and Fire Pension funds, and \$31,236 among the general corporate and special revenue funds. These additional allocations to pension funds are still short of the Illinois statutory minimum contribution. To reduce this shortfall, supplemental payments are

VILLAGE OF



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VILLAGE ADMINISTRATOR

Vanessa Belmonte

VILLAGE CLERK

distributed to both pension funds through the Bills by Resolution on each Council agenda. Personal Property Replacement Tax funds are allocated to pension funds when disbursed from the State. As future new revenues are incorporated into the budget, additional commitments will be made to reduce the unfunded liability balances and fulfill pension obligations. By statute, pensions are to be funded at 90% by 2040.

Corporate funds are the day-to-day operations of the Village, and while reduction of revenues to these funds is not sustainable, the requirement to fulfill the pension obligations is of equal significance. As proposed, almost 70% of the 2024 tax year revenue will be obligated to the pension funds.

2024 property taxes are payable in calendar year 2025. On the overall property tax bill, the Village typically is responsible for 14% of the taxing districts' calculated levies, and the Library is just under 5%.

A draft of the 2024 levy document will be available for public inspection on November 25, 2024; the notice of the public hearing will be posted in the Forest Park Review on December 4, 2024; and the public hearing and adoption will occur at the December 16, 2024, Council meeting. The levy must be filed with the Clerk no later than December 31, 2024.

RESOLUTION NO. R-_____--24

A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES TO BE LEVIED BY THE VILLAGE OF FOREST PARK FOR THE 2024 TAX YEAR

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

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

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

The corporate authorities of the Village of Forest Park, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2024 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is Nine Million Eight Hundred Seventy One Thousand and Two 00/100 Dollars (\$9,871,002).

Section 2: **Public Hearing.**

A public hearing on the intent to adopt the aggregate tax levy for the 2024 tax year is hereby called for Monday, December 16, 2024, at the hour of 6:45 p.m., at the Village of Forest Park Village Hall, 517 Des Plaines Avenue, Forest Park, Illinois.

Section 3: **Notice.**

The notice of the time and place of such public hearing shall be prepared and published in an English language newspaper of general circulation published within the Village, or if there is no such newspaper, in an English newspaper of general circulation published within Cook County and having circulation in the Village, not more than 14 days nor less than 7 days before the date of the public hearing in the form and manner provided by law.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of November, 2024.

uay of November, 2024.		
AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 25th day o	f November, 2024.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office this 25th day of November, 2024.		

Vanessa Belmonte, Village Clerk

RESOLUTION NO. R- -24

A RESOLUTION RESCINDING RESOLUTION NO. R-46-24 AND AUTHORIZING APPROVAL OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR CONSTRUCTION ENGINEERING FOR THE 2024 LEAD SERVICE REPLACEMENT PROJECT – LSLR STAGE 1 BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") has re-bid and proposes to approve and award the contract for the 2024 Lead Service Replacement Project – LSLR Stage 1 ("Project"); and

WHEREAS, on May 28, 2024, the Village passed Resolution No. R-46-24, accepting a proposal from Christopher B. Burke Engineering, Ltd. ("Burke") to provide professional construction engineering services to facilitate the award and completion of the Project, pursuant to the original contract award for the Project, subsequently rescinded; and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional construction engineering services of a professional engineer are required to facilitate implementation of the re-bid Project and the ability and fitness of 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 construction engineering services to coordinate, implement and provide oversight for the re-bid Project and to secure eligible Project cost reimbursement from the Illinois Environmental Protection Agency ("IEPA").

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

- <u>Section 1</u>. 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. The corporate authorities of the Village hereby rescind Resolution No. R-46-24.
- <u>Section 3</u>. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional construction engineering services for the oversight of and IEPA reimbursement for the Project.

Section 4. That certain "Professional Engineering Services Proposal for Construction Engineering for the 2024 Lead Service Replacement Project – LSLR Stage 1" between the Village and Burke for the estimated fee of Two Hundred Fifteen Thousand Nine Hundred and 00/100 Dollars (\$215,900.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 5. 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 6. 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 25th day of November, 2024.

AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 25 th day of N	November, 2024.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office, and published in pamphlet form		
this day of November, 2024.		
	_	
Vanessa Belmonte, Village Clerk		

EXHIBIT A

Professional Engineering Services Proposal for Construction Engineering for the 2024 Lead Service Replacement Project – LSLR Stage 1



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 13, 2024

REVISED 11/15/2024

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

Attention: Ms. Rachell Entler, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for

the 2024 Lead Service Replacement Project - LSLR Stage 1

Dear Ms. Entler:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 2024 Lead Service Replacement Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of lead water service replacements from the B-Box valve at the parkway into the interior of various buildings & residences, plus all necessary restoration to complete the work. The improvements are located at multiple locations around town, but most notably the following streets: 1000-1100 Block of Harlem, 7200-7300 Block of Roosevelt, 800-1200 Block of Elgin, 800-1200 Block of Circle, and 1200 Block of Marengo in the Village of Forest Park. It is our understanding that the Village will be using IEPA funds and the work shall be completed by May 30, 2025.

SCOPE OF WORK

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

Task 1 - Pre-Construction Services

- Attend pre-construction conference.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Construction Observation

CBBEL will provide one full-time Resident Engineer (8 hours / day) for the duration of the Project (assumes 115 Working Days). CBBEL would like to use Brad Bahn (Engineer IV) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is
 proceeding in accordance with the Contract Documents. The Engineer will keep the
 Village informed of the progress of the work, guard the Village against defects and
 deficiencies in the work, advise the Village of all observed deficiencies of the work,
 and advise when the Village should disapprove or reject all work failing to conform
 to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Review the Contractor's schedule on a weekly basis and compare actual progress
 to Contractor's approved schedule. If the project falls behind schedule, work with
 the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings
 and other submissions, reproductions or original contract documents including all
 addenda, change orders, and additional drawings issued subsequent to the award
 of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- · Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review
 applications for payment with the Contractor for compliance with established
 procedures for their submission and forward them with recommendations to the
 Village
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- · Schedule Quality Assurance site testing for PCC materials used on the project.

Task 3 - Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

Task 4 – IEPA Reimbursement Submittals

- Resident Engineer will coordinate IEPA reimbursements with the Contractor and Village at 50% and 100% completion. This includes the following for each submittal:
 - Intergovernmental Agency Reimbursement Request Form
 - Affidavit (signed and notarized).
 - Intergovernmental Agency Reimbursement Request Summary.
 - Payment Summary for each submittal.
 - Prime Contractor Pay Requests for each period during the submittal.
 - Protected Class Enterprise (PCE) subcontractor costs with proof of payment (canceled checks) for each period during the submittal.
- Coordinate and conduct any final inspections with the IEPA and the Village, if necessary.

ESTIMATE OF FEE

Our Estimate of Fee is \$215,900.00 as shown on the attached exhibit A.

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

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

Sincerely,

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:	

KEW

NAPROPOS ALS\ADMIN\2024\Forest Park 2024 Lead Service Line Phase III Services\L12024 LSR Project 051324.rev111524.docx

SPECIAL AGREEMENT TERMS PER IEPA LOAN REQUIREMENTS

The following terms and conditions are required to be included in all engineering contracts to be eligible for IEPA Public Water Supply Loan Program (PWSLP) funds and are hereby part of this agreement:

Audit and Access to Records Clause

- a) Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d) The final audit report shall include the written comments, if any, of the audited parties.
- e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 662.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or

agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Contract Completion Date

Loan Application and Bidding Documents: 6/30/2025

USEPA Nondiscrimination Clause

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

CBBEL WORK EFFORT Village of Forest Park

Construction Engineering - 2024 Lead Service Replacement Project

			Pe	ersonnel & Hou	urs	3		
		ENG V		Engineer IV				
Rate	T	\$235.00		\$200.00	1	Total Hours	% of Hours	Total Cost
Pre-Construction Services		10		80	Г	90	8.4%	\$ 18,350.00
Construction Observation				920		920	85.5%	\$ 184,000.00
Post-Construction		8		40		48	4.5%	\$ 9,880.00
IEPA Reimbursement Submittals		2		16		18	1.7%	\$ 3,670.00
Subtotal		20		1056		1076		
% of Hours		1.9%		98.1%				
Total Cost	\$	4,700.00	\$	211,200.00	\$	215,900.00		\$ 215,900.00
Direct Costs								
Material Testing				·		·		\$ -
Total Cost								\$ 215,900.00

^{**}Estimated 8 hours / day for 115 Working Days

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

Personnel Engineer VI Engineer IV Engineer III Engineer IIII Engineer IIII Engineer IIII Survey V Survey IV Survey III Survey II Survey II Survey II Engineering Technician V Engineering Technician IV Engineering Technician III Engineering Technician IIII CAD Manager CAD II GIS Specialist III Landscape Architect Landscape Designer III Landscape Designer III Environmental Resource Specialist V Environmental Resource Specialist IV Environmental Resource Specialist III Environmental Resource Technician Business Operations Department Engineering Intern	Charges (\$/Hr) 275 235 200 175 155 240 220 200 160 135 215 190 140 125 210 155 175 200 155 120 235 190 150 150 150 175
<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.

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.

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

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

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

1

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

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

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

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

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

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

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

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

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

- 8. <u>Standard of Practice</u>: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- 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. <u>Indemnification</u>: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

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

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

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

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

4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005
P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

RESOLUTION NO. R- -24

A RESOLUTION APPROVING PAY REQUEST #3 (FINAL) FOR THE WATER TOWER PAVING PROJECT FROM CHICAGOLAND PAVING CONTRACTORS, INC.

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Water Tower Paving Project from Chicagoland Paving Contractors, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #3 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #3 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #3 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #3 (Final) to Contractor in the amount of Twenty-One Thousand Thirty-Five and 67/100 Dollars (\$21,035.67); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #3 (Final) to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #3 (Final) to Contractor in the amount of Twenty-One Thousand Thirty-Five and 67/100 Dollars (\$21,035.67) under the contract for the Project with Contractor.

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

Section 3. This Resolution shall be in full force and effect upon its passage in the
manner provided by law.
RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 25 th
day of November, 2024.
AYES:
NAYS:
ABSENT:
APPROVED by me this 25 th day of November, 2024.
Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of November, 2024.
Vanessa Belmonte, Village Clerk

WATER TOWER PAVING PROJECT PAY REQUEST #3 (FINAL)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 12, 2024

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

Attention: Salvatore Stella

Director of Public Works

Subject: Water Tower Paving Project

Pay Request #3 - FINAL

(CBBEL Project No. R000023.BG095)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #3 (FINAL) submitted by Chicagoland Paving Contractors, Inc. in the amount of **\$21,035.67** for the work completed. The payment will be:

1.	Contract Amount	\$ 45,000.00
2.	Work Completed (FINAL)	\$ 44,041.23
3.	Less Previous Payments	\$ 23,005.56
4.	Amount Due	\$ 21.035.67

We recommend payment in the amount of \$21,035.67 to Chicagoland Paving Contractors, Inc.

Please find enclosed the final invoice, final waiver of lien & certified payroll.

If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn

Construction Engineer

polaple.

INVOICE CHICAGOLAND PAVING CONTRACTORS, INC. 225 TELSER ROAD LAKE ZURICH, IL 60047 (847) 550-9681 FAX (847) 550-9684 Date: 11/4/2024 Inv. No.: 236403-F Due Date: Page No.: Village of Forest Park Water Tower Paving Project **Accounts Payable** 517 Desplaines Ave Forest Park, IL. 60130 REFERENCE TERMS YOUR # SALES REP UNIT PRICE WORK COMPLETED TO DATE \$44,041.23 LESS 0% RETENTION \$0.00 LESS PREVIOUS PAYMENTS - THANK YOU (\$23,005.56) \$21,035.67 SUB TOTAL \$0.00 TAX \$21,035.67 TOTAL Thank You Very Much For Your Business! NET TO PAY \$21,035.67

CHICAGOLAND PAVING CONTRACTORS, INC. 225 TELSER ROAD LAKE ZURICH, IL 60047

TEL: 847-550-9681 FAX: 847-550-9684

Village of FOREST PARK Water Tower Paying (CPC 23-64)

November 4, 2024

PAY REQUEST #3 - Final

Item No.	Item Description	Unit	Quantity	ι	Jnit Price	Total Price	To Date Quantity	Total This Payment
1	PREPARATION OF BASE	SY	1128	\$	2.50	\$2,820.00	138.90	\$347.25
2	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	100	\$	100.00	\$10,000.00	11.30	\$1,130.00
- 3	HOT MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX D, N50	TON	100	\$	237.20	\$23,720.00	105.49	\$25,022.23
4	HOT MIX ASPHALT SURFACE REMOVAL, 3"	SY	1128	\$	7.50	\$8,460.00	138.90	\$1,041.75
5	Site Preparation at South Water Tower	LS	0	\$	8,500.00	\$0.00	1.00	\$8,500.00
6	Additional Site Work, Grading & Sawcutting @ North Water Tower	LS	0	\$	8,000.00	\$0.00	1.00	\$8,000.00
		(Original Co	ont	ract Value	\$45,000.00		
			VALUE	E 0	F COMPLET	TED WORK		\$44,041.23

LESS 0% RETENTION

\$0.00

LESS PAYMENTS OF

(\$23,005.56)

NET AMOUNT DUE

\$21,035.67

FINAL WAIVER OF LIEN

STATE OF ILLINOIS	SS	CPC	C Project No. 2	23-64	
COUNTY OF LAKE			F#		
TO WHOM IT MAY CONCERN:	1	· - · - ·	ESCIOW#_		
WHEREAS the undersigned has been to furnish	Asphalt	of Forest Park			
for the premises known as		ower Paving			
of which		of Forest Park			is the owner.
THE undersigned, for and in considera		and, Thirty Five Dollars & 67/	100		io the owner.
(\$21,035.67) Dollars, and do(es) hereby waive and release any a relating to mechanics' liens, with resperaterial, fixtures, apparatus or machin from the owner, on account of all labor furnished at any time hereafter, by the	nd other good and valuable and all lien or claim of, or rig ect to and on said above-de lery furnished, and on the mr, services, material, fixtures undersigned for the above-	considerations, the receipt ht to, lien, under the statut scribed premises, and the oneys, funds or other cons , apparatus or machinery, described premises, INCL	whereof is herel es of the State o improvements the siderations due o heretofore furnis UDING EXTRAS	f ILLINOIS, nereon, and on the or to become due shed, or which ma	ne
DATE November 4, 2024	30 90 100,000,000 90 107 2007 300,007 300,0070,000	cagoland Paving Contracto			
	ADDRESS 225	Telser Road, Lake Zurich	, IL. 60047		
SIGNATURE AND TITLE	VR. S	on		V.P.	
* Extras include but are not limited to o	change orders, both oral and	written, to the contract.			
STATE OF ILLINOIS COUNTY OF LAKE TO WHOM IT MAY CONCERN:	SS CONTRACTOR	<u>'S AFFIDAVIT</u>			
	R. Bowes			being duly	sworn, deposes
	resident				-
	oland Paving Contractors, Ir	nc.			who is the
	t Paving Tower Paving		***************************************	wor	k on the building
	of Forest Park				
That the total amount of the contract ir \$ 23,005.56 prior to thi That all waivers are true, correct and a validity of said waivers. That the follow	s payment. genuine and delivered uncor wing are the names and add	nditionally and that there is resses of all parties who h	no claim either lave furnished m	egal or equitable aterial or labor, o	to defeat the
work and all parties having contracts of and the amount due or to become due according to plans and specifications:					
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Chicagoland Paving Contractors, Inc.	Asphalt Paving	44,041.23	23,005.56	21,035.67	0.00
All materials Taken From Prepaid Sto	ck & Delivered in Company	Owned Trucks. All Labor F	Paid In Full		
Total Labor And Material Including Extras*	To Complete	44,041.23	23,005.56	21,035.67	0.00
That there are no other contracts for said vany kind done upon or in connection with s			due to any person	for material, labor	or other work of
DATE November 4, 2024	Signatu	re:	1. Bor		
Subscribed and sworn before me this	4th	day of	November	7	2024
*EXTRAS INCLUDE BUT ARE NOT LIMITED TO ORDERS, BOTH ORAL AND WRITTEN, TO TH		Sunta	OFFICIAL SEA	LERO	Votary
TORGO SOFTWARE http://www.torgo.net/ @19	996-2003 ALL RIGHTS RESERVED	4	Notary Public, State of Commission No. 99 Commission Expires Ma	1016	Page 1 of 1



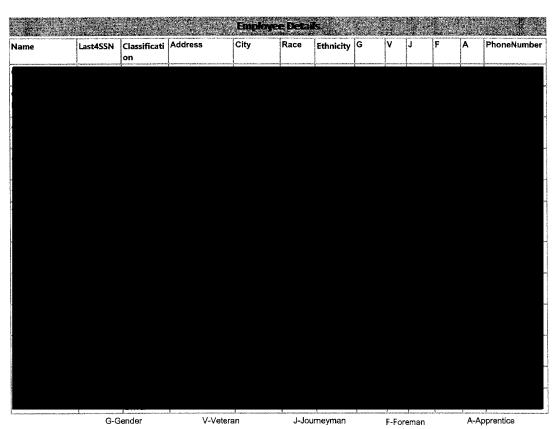
Case #: 24-CTP-363858

Illinois Department of Labor

160 N. LaSaile St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIED TRANSCRIPT OF PAYROLL FORM								
	PAYREDO							
Payroll Date	Project Location							
10/28/2024 to 11/3/2024	Various							
Contractor Number Or FEIN	Lake Zurich IL 60047							
36-3494492	1 h de grand ha de la de							
Project Number or Name	State Capital Funds							
24-64	No							
Agency	TVC of \$45075.079.000 \$400 \$400 \$400 \$400 \$400 \$400 \$400							
Not a State Agency	TO PROPER OF THE PROPERTY OF THE PROPERTY OF THE SECTION OF THE PROPERTY OF TH							
Constractor and	Oc: Solicontilactor							
Company Name	Contractor Location							
Chicagoland Paving Contractors Inc.	225 TELSER RD							
Contact Name	LAKE ZURICH IL 60047							
Brian Patrick Callero								
Primary Email	Secondary Email							
brian@chicagolandpaving.com	TERRON DE EXECUTION DE CONTROL DE PROTECTION DE LA CONTROL DE CONT							
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RESOLUTION NO. 1	R2	24	ł
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A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFIED PROFESSIONAL CONSULTANT PROPOSALS TO PREPARE A COMPREHENSIVE PLAN UPDATE FOR THE VILLAGE OF FOREST PARK

WHEREAS, the corporate authorities of the Village of Forest Park (the "Village") find it necessary and desirable to issue a request for proposals and to seek responses from qualified professional consultants to prepare a comprehensive plan update for the Village's future planning and zoning activities (the "RFP"), the cost of which has been approved and budgeted by the Village through the eligible expenditure of uncommitted American Rescue Plan Act ("ARPA") Funds.

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

- <u>Section 1</u>. The recitals set forth in the preambles are hereby incorporated herein by reference and made a part of this Resolution.
- Section 2. The corporate authorities of the Village hereby authorize and direct the Village Administrator to compile, formulate and issue an RFP, substantially in the form attached hereto as Exhibit A, to be funded and paid for by ARPA Funds.
- Section 3. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of November, 2024.

AYES: NAYS:		
ABSENT:		
APPROVED by me this 25 th day of N	November, 2024.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office,	, ,	
and published in pamphlet form		
this day of November, 2024.		
Vanessa Belmonte, Village Clerk		

1247610-1

EXHIBIT A REQUEST FOR PROPOSALS

FOREST PARK ILLINOIS

Request for Proposals (RFP) For Consultant to Prepare a Comprehensive Plan Update and Revision For the Village of Forest Park, Illinois

The Village of Forest Park will receive proposals at the office of the Village Administrator located at Village Hall, 517 Desplaines Avenue, Forest Park, Illinois 60130, Monday through Friday, 8:00 a.m. to 5:00 p.m. Proposals should be addressed to Rachell Entler, Village Administrator. Proposals will be accepted until 5:00 p.m. on **December 20, 2024** The Proposals will be reviewed by a Village evaluation team, with top candidates invited to an interview, with a recommendation ultimately forwarded to and approved by the Forest Park Village Council.

PURPOSE

The purpose of this Request for Proposal is to seek proposals from qualified planning consultants to update the Comprehensive Plan for the Village of Forest Park, Illinois. The new Comprehensive Plan will serve as a guide in considering policy changes, land use planning, budget preparation, and capital improvement planning for the Village of Forest Park's future. It is anticipated that this process will begin early spring 2025.

ABOUT FOREST PARK

Originally known as Harlem, the village was renamed Forest Park in 1907. The community is located just ten miles west of downtown Chicago, with a 2020 population of 14,339 residents. While four large cemeteries (Waldheim, Concordia, Forest Home, and Woodlawn) cover most of the town's acreage, Forest Park is also known for its vibrant downtown, multiple housing options, accessibility and small-town charm. The village's proximity to I-290 and multiple public transportation options "make Forest Park the perfect destination for a day, a weekend or a lifetime" (Forest Park Chamber Website).

In addition to I-290, which essentially splits the community in half from north to south, the Village is traversed by Roosevelt Road in the southern half of the community, Harlem Avenue along its eastern boundary, and the famed Madison Street, in the north half of the community, which is the nucleus of Forest Park's vibrant downtown business district.

Nearly three quarters of Forest Park's dwelling units are in structures with multiple units, some of which are in structures originally built as single-family units but later converted to two and three flat buildings. In addition, many single-family or two- and three-family residential lots also contain "coach homes", or secondary principal structures located at the rear of a single-family lot. The availability of space for parking is therefore limited and an issue throughout the community. The

majority of residential property in Forest Park is zoned for one- and two-family uses, meaning the Village is routinely faced with non-conforming issues.

The largest employers in Forest Park are the Ferrara Pan Candy Company, Wal-Mart, the Chicago Transit Authority, Proviso Township High School District 209, Living Word Christian Academy, and Forest Park School District 91. The Village has three tax increment finance districts: Roosevelt Road TIF, Hannah-Roosevelt Road TIF and the Circle- Harlem TIF.

COMPREHENSIVE PLANNING IN FOREST PARK

The Village of Forest Park's current Comprehensive Plan was adopted in 2001 and updated last in 2014. The Plan has served the community well, as many elements of its "subarea" plans have been implemented over the years, particularly in the Downtown Business District along Madison St. While individual success stories exist within the Village's other commercial corridors, progress has not been as noticeable in the Harlem, Harrison, and Roosevelt Road corridors. Additionally, the Village is evaluating its residential policies to ensure the continued maintenance and protection of existing residential areas, while providing for new housing opportunities.

FUNDING SOURCE

ARPA FUNDS

SCOPE OF SERVICES

The Consultant team shall prepare the Village of Forest Park Comprehensive Plan under the guidance of a Steering Committee, Village Staff, and/or the Village's Planning and Zoning Commission. The project will be managed by Rachell Entler, Village Administrator with technical planning assistance by the Village's Planning Consultant Courtney Kashima, representing MUSE Community and Design. The Steering Committee will be a committee consisting of public officials and community representatives to oversee the planning and development process. The Plan shall represent the community's vision for the Village of Forest Park.

A. Primary Work Product, Budget, and Schedule

This contract will result in a new comprehensive plan integrating current planning policies, goals, and objectives where appropriate. This plan will replace the current 2014 Comprehensive Plan. The Plan shall include text, plans, charts, graphs, and other applicable graphics to illustrate past, current, and future projections. With the assistance of a steering committee and with considerable public input, the Plan shall identify a vision, key trends and issues, desired outcomes (goals and policies) and implementation strategies for topics that are identified as important during the visioning phase of the project. The consultant shall provide a rational for which topics would be necessary or preferred for this plan and the depth of detail warranted for each component given the complexities of the community. The end product shall be in a format that is easily read and visually pleasing.

Based on the Preliminary Scope of Work outlined below, the Village estimates that this project will take between 12 and 18 months to complete once the project is started. Each topic can take its own tract with respect to the project timeline anticipating that public involvement would be well integrated into the project process.

B. Preliminary Scope of Work

1. Project Initiation, Initial Review and Analysis

- a. Review of Accomplishments of the 2014 Plan. Consultant will provide a report summarizing the achievements and shortfalls of the 2014 Plan.
- b. Key Person Interviews. The Consultant will interview appropriate stakeholders within the community. These interviews or surveys will include groups and individuals including elected officials, appointed officials, nonprofit organization leaders, property owners, neighborhood representatives, local business owners, developers, business organizations, and municipal staff.
- c. *Community Outreach.* In addition to stakeholder interviews identified above, the Consultant will be expected to solicit feedback on development preferences utilizing survey research from a variety of people within the community (including students, residents, business owners, seniors, etc.). While a second quarter start for the overall project is desired, community outreach and survey work may begin this spring, and may include a requirement to obtain specific feedback on development preferences for two Village-owned properties, including a eleven (11) acre property known as the Altenheim property. Community outreach efforts should continue throughout the process.
- d. *Existing Conditions/Site Analysis.* The Consultant will become familiar with the physical and socioeconomic details of the community and its historic patterns of culture, environment, planning and architecture. As part of this process, the following shall be evaluated:
 - Existing Land Use and Development
 - Existing Transportation and Circulation
 - Demographics and Market Overview
 - Current Zoning
 - Existing Parks and Open Space
 - Existing Community Facilities

Deliverables: Confirmation from Village staff on interview and survey content and "summary" of findings, presented to Village Staff for review, and to the Steering Committee for confirmation.

2. Media Coverage

- a. *Media coverage*. The Consultant will provide the media with information about the comprehensive planning efforts to be undertaken.
- b. *Website*. The Consultant will host the project website and the Village of Forest Park will provide a link on their website. As municipal officials deem appropriate, the Consultant will provide materials including text, photographs, maps, renderings, and other images for the website. This material will describe the Consultant's credentials and help explain the project's process and schedule.

3. Visioning

This step will be the creation of a shared vision for the Village of Forest Park. This vision will be based upon the key person interviews, community surveys. existing conditions analysis, and the input of steering committee input obtained at community input meetings and/or visioning charettes. visioning charettes will involve workshops or meetings to engage the community, gather ideas and goals, and formulate strategies. The Consultant will tailor the workshops or meetings to obtain maximum community input to produce the best possible information on which to base the new Plan. The format will also take into consideration the findings of the initial site analysis, input from staff, and information obtained at previous meetings, workshops, and interviews. At the conclusion of the workshops or meetings, the Consultant will present the work generated to-date to the Steering Committee and Planning and Zoning Commission. Plans, renderings, and ideas that reflect ideas articulated in the workshops or meetings will be publicly presented and further feedback may be solicited from the community.

4. Draft Plan

The Consultant will present the first draft of the Comprehensive Plan for the purpose of gathering comments. Copies of the first draft will need to be in hardcopy and digital form and posted on the website. The presentation may be made to a special audience or may be presented before a joint gathering of municipal boards and commissions, as determined by the Village.

5. Presentation of the Second Draft. After making revisions in response to comments on the first draft, the Consultant will present the second draft of the Comprehensive Plan at another meeting convened in the Village.

6. Approval Process

a. *Public Hearing Presentations.* The Consultant Team will make formal presentations to the Village of Forest Park's Planning and Zoning Commission and the Village Council. In addition to their participation at these key decision points, the individual elected officials will also be strongly encouraged to participate in all public participation events to

share their thoughts and insights, as well as, to hear first-hand the thoughts and insights of their constituents.

b. *Additional Revisions*. The Consultant will be responsible for two rounds of revisions to the Final Draft that may become necessary between presentations.

Deliverables: Final Plan, electronic and 20 hard copies, all data and information obtained and created during the process will be provided to the Village of Forest Park.

SUBMITTAL SUMMARY

RFP responses should be provided in fifteen (15) paper copies and one PDF thumb drive and shall include the following items, along with other material to demonstrate the Consultant Team's expertise and capability:

- 1. Firm name, type of firm, address, and contact information
- 2. Names and addresses of owners of the firm or names and title of officers of the corporation
- 3. Contact person and contact information.
- 4. A brief written description of the Consultant Team's approach to the project.
- 5. The expertise of the team assembled by the Consultant to carry out the work.
- 6. A list of comparable projects undertaken by the Consultant and/or team members, including references.
- 7. List of and expected completion dates of the firm's current projects and projects anticipated during the same timeframe as this project.
- 8. Consultant fee analysis of the project broken down into phases and/or tasks, including personnel cost and reimbursable expense breakdowns.
- 9. A timeline associated with phases and/or tasks.

RECOMMENDED FORMAT FOR SUBMITTALS

- 1. **Description of Approach:** Up to five pages describing the Consultant's typical approach to projects similar to this one, including the nature of the public process and intended extent of public involvement.
- 2. **Team Expertise:** Brief description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience creating comprehensive plans, and a listing of key personnel that would be available to work on this project.
- 3. **Comparable Products:** Summary of comprehensive plans or comparable projects in progress or completed, with the following information for each:
 - a. Reference name, with current contact information
 - b. Current status of project
 - c. Nature of public involvement
 - d. Client type (clarifying role of private sector client, if any)

- 4. Fee Structure: A detailed fee analysis of each potential phase and/or task shall be identified in a separate page or pages apart from any detailed description of the planning process. The total fee shall include all anticipated reimbursables.
- 5. **Timeline:** A general timeline of the steps intended for the planning process incorporating public involvement and presentations.

EVALUATION OF SUBMITTALS

Consultants responding to this RFP must demonstrate the following:

- 1. Experience in preparing municipal comprehensive plans.
- 2. Experience in building community consensus to support innovative plan structures.
- 3. Strong graphic skills.
- 4. Strong skills in written and oral communication.
- 5. Experience in identifying, evaluating, codifying, and explaining the essential qualities of community design and character.
- 6. Experience in writing or implementing municipal plans.

The Village of Forest Park will evaluate all submittals to determine which Consultants have the experience and qualifications that are deemed most suited for this project. The Village of Forest Park may request personal interviews with the highest-ranked Consultants or may request one or more prospective Consultants to submit detailed proposals, which may include the following:

- 1. Detailed description of the methodology being proposed.
- 2. Work program detailing:
 - a. Tasks to be performed.
 - b. When each will be completed (timeline).
 - c. Tentative allocation of person days by task.
 - d. Schedule of work products.
- 3. Methods the Consultant proposes to use to manage the project and communicate with the Village of Forest Park and the public as to project progress, reviews, and conduct of public meetings.
- 4. Identification of key personnel to be assigned to the project and their roles, with resumes of all key personnel.
- 5. Hourly rates (inclusive of overhead and profit) for personnel or personnel categories.
- 6. Data expected to be provided by Village of Forest Park.

AVAILABLE DOCUMENTATION

The Village Code and the existing Comprehensive Plan, as well as a wealth of additional information about the community can be found on the Village's website at www.forestpark.net. Additional questions should be directed to Rachell Entler, Village Administrator via e-mail rentler@forestpark.net, by phone at 708-615-6201 or by USPS to Village Hall, 517 Desplaines Forest Park Illinois.

ANTICIPATED PROJECT TIMELINE

Submittal Closing Date	December 20, 2024
3-5 Consultants Selected for Presentation	January 15, 2025
Consultants Presentation/Interview	January 22, 2025
Selection	January 29, 2025
Contract Negotiation Completed	February 14, 2025
Contract Approved by BOT/Interviews and/or Surveys	-
Begin	February 24, 2025
Comprehensive Plan Officially Under Way	April 14, 2025
Comp. Plan Process Completed	October 1, 2026
Public Hearings & Adoption	October/November
2026	•

NOTE: The approved Contractor is required to obtain a DUNS number (or update its existing DUNS record) and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of an agreement.

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR THE 2024 LEAD SERVICE REPLACEMENT PROJECT – STAGE 1 TO JOEL KENNEDY CONSTRUCTION CORP.

WHEREAS, the Village of Forest Park ("Village") previously re-approved specifications and re-advertised for bids for the 2024 Lead Service Replacement Project – Stage 1 ("Project"); and

WHEREAS, on October 16, 2024, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and eight (8) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BASE BID	BASE BID +
			ALTERNATE 1
-	ENGINEER'S ESTIMATE	\$2,668,225.00	\$2,983,465.00
1	Joel Kennedy Construction Corp.	\$1,821,600.00	\$2,035,840.00
2	Miller Pipeline	\$1,887,175.00	\$2,133,300.00
3	Martam Construction Inc.	\$1,894,200.00	\$2,137,100.00
4	Five Star Energy	\$1,904,625.00	\$2,368,200.00
5	Uno Construction Co.	\$2,008,997.50	\$2,263,490.00
6	IHP Construction Companies	\$2,182,745.00	\$2,468,851.00
7	Plumbing Professionals	\$2,428,400.00	\$2,740,850.00
8	Trine Construction	\$5,035,400.00	\$5,615,000.00

WHEREAS, Joel Kennedy Construction Corp. was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Joel Kennedy Construction Corp. to be the lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Joel

Kennedy Construction Corp. for the Base Bid + Alternate 1 in the amount of Two Million Thirty-Five Thousand Eight Hundred Forty and 00/100 Dollars (\$2,035,840.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Joel Kennedy Construction Corp., for the Base Bid + Alternate 1 in the amount of Two Million Thirty-Five Thousand Eight Hundred Forty and 00/100 Dollars (\$2,035,840.00); and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to Joel Kennedy Construction Corp., pursuant to the Base Bid + Alternate 1 for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

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

<u>Section 1</u>. The recitals set forth in the preambles are hereby incorporated herein by reference and made a part of this Resolution.

Section 2. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Joel Kennedy Construction Corp., for the Base Bid + Alternate 1 in the amount of Two Million Thirty-Five Thousand Eight Hundred Forty and 00/100 Dollars (\$2,035,840.00), subject to and conditioned upon the Village's receipt for this Project of Two Million Seven Hundred Seventy-Five Thousand and 00/100 (\$2,775,000.00) of principal forgiveness funding from the IEPA ("IEPA Loan").

Section 2. The Mayor and the Village Clerk, or their designee, are hereby authorized and directed to execute and attest, respectively, the Notice of Intent to Award and any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, Joel Kennedy Construction Corp. for the Base Bid + Alternate 1 in the amount of Two Million Thirty-Five Thousand Eight Hundred Forty and 00/100 Dollars (\$2,035,840.00), subject to and conditioned upon the Village's receipt of the IEPA Loan.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of November, 2024.

AYES:	
NAYS:	
ABSENT:	
	APPROVED by me this 25 th day of November, 2024.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of November, 2024.	
Vanessa Moritz, Village Clerk	

Exhibit "A"

Notice of Intent to Award

VILLAGE OF



November 12, 2024

SMALL TOWN CHARM

Joel Kennedy Constructing Corp. 40 Noll St. Waukegan, IL 60085

Rory E. Hoskins

517 DESPLAINES AVENUE FOREST PARK, IL 60130

PH: 708-366-2323 FAX: 708-488-0361 www.forestpark.net Attention: Ryan Kennedy - President

Subject: Village of Forest Park

2024 Lead Service Replacement Project - Stage 1

Notice of Intent to Award (CBBEL Project No. BG120)

Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

..

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Maria Maxham COMMISSIONER PUBLIC HEALTH & SAFETY

Moses E. Amidei

Vanessa Moritz

Dear Mr. Kennedy:

Project Description: The proposed work is officially known as "2024 Lead Service Replacement Project – Stage 1". The work to be performed consists of water service installations including replacement of lead water service lines with either 1" or 1.5" copper water service lines from the Buffalo Box to 18-inches into the home of each address within the project limits. This water service replacement also includes any asbestos abatement, as well as any interior building restoration and collateral work necessary to complete the improvements as shown and described herein.

The Village of Forest Park has considered the bid submitted by you for the above described WORK, in response to its Advertisement for Bids, dated September 5th, 2024 and Information for Bidders.

You are hereby notified that your BID for the Base Bid and Alternate 1 will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of Two Million Thirty Five Thousand Eight Hundred Forty Dollars and Zero Cents (\$2,035,840.00)

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Rachell Entler
Village Administrator, Village of Forest Park

cc: James Amelio – CBBEL Chad Rice - IEPA



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 23, 2024

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

Attention: Rachell Entler – Village Administrator

Subject: 2024 Lead Service Replacement Project – Stage 1

Bid Results

(CBBEL Project No. 0023.BG120)

Dear Ms. Entler:

On Wednesday, October 16th at 10:00 a.m. bids were received and opened for the aforementioned project. Eight (8) bids were received, and they have been summarized below.

Company	Base Bid	Base Bid + Alternate 1
Engineer's Estimate	\$2,668,225.00	\$2,983,465.00
Joel Kennedy Construction	\$1,821,600.00	\$2,035,840.00
Miller Pipeline	\$1,887,175.00	\$2,133,300.00
Martam Construction Inc.	\$1,894,200.00	\$2,137,100.00
Five Star Energy	\$1,904,625.00	\$2,368,200.00
Uno Construction Co.	\$2,008,997.50	\$2,263,490.00
IHC Construction Companies	\$2,182,745.00	\$2,468,851.00
Plumbing Professionals	\$2,428,400.00	\$2,740,850.00
Trine Construction	\$5,035,400.00	\$5,615,000.00

As shown above, Joel Kennedy Construction is the apparent low qualified bidder for both the base bid and the base bid + alternate 1 for the subject project. This project is receiving \$2,775,000 of principal forgiveness funding from the IEPA. Our office recommends accepting the low bidder (Joel Kennedy Construction) for the base plus alternate 1 contingent upon IEPA review and approval prior to the Village executing the contract.

Attached please find a copy of the bid tabulation for your review and a map showing the base bid and alternate ${\bf 1}$ locations.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

James Amelio, PE

Group Lead, Civil Engineering Design

gar

N:\FORESTPARK\0023\BG120\Admin\L1.Bidresults - Rebid.docx

2024 Lead Service Replacement Project
80 TAGULATION
Design Firm Name
Design Firm Name
Congration Project #: 0022.50126

					ENGNEER'S EST	MATE: BASE BID	JOEL KENNED	Y CONSTRUCTION	MILLE	R PIPELINE	MARTAM COR	STRUCTION, INC.	FIVE STA	AR ENERGY	UNO CONST	TRUCTION CO. INC	INC CONSTRU	CTION COMPANIES	PLUMBING PI	ROFESIONALS CO.	TRINE CO	INSTRUCTION
BA	SE BID																					
53	PAY IEM NO.	PAY ITEM HAME	UMT	COLAMITTY	UNIT COST	COST	UNIT COST	COST	UMIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNITCOST	COST	UMT COST	COST
	20101100	TREE TRUNK PROTECTION	EACH	55	\$ 75.00				\$ 80.00		\$ 160.00	\$ 0,000.00			\$ 27.25	\$ 1,490.76		\$ 9,625.00			\$ 172.50	\$ 9,487.50
	20101200	TREE ROOT PRUMING	EACH	55	\$ 50.00		\$ 25.00	\$ 1,375.00	\$ 70.00		\$ 250.00	\$ 13,750.00	\$ 20.00		\$ 27.26			\$ 1,100.00				
	25200200	SUPPLEMENTAL WATERNO	UNIT	10	\$ 165.00		\$ 10.00	\$ 100.00	\$ 1,000.00	\$ 10,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 00.00	\$ 000:00	\$ 1,050.00	\$ 10,500.00	\$ 575.00			\$ 1,725.00
	67100100	MOBILIZATION	LSUM	-	\$ 150,000,00				\$ 22,150.00	\$ 22,150.00	\$ 100,000.00	\$ 100,000.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00		\$ 44,330.00	\$ 44,390.00			\$ 264,000.00	\$ 264,000.00
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 79,000.00	\$ 78,000.00	\$ 4,600.00	\$ 4,600.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$11,000.00	\$ 11,000:00	\$ 17,495.00	\$ 17,495.00	\$ 35,000.00	\$ 35,000.00	\$ 167,700.00	\$ 167,700.00
	X0320060	CONSTRUCTION LAYOUT (SPECIAL)	LSUM	1	\$ 50,000,00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 9,875,00	\$ 8,875.00	\$ 29,000.00	\$ 29,000.00	\$ 15,000.00	\$ 15,000.00	\$12,000.00	\$ 12,000:00	\$ 975.00	\$ 975.00	\$ 2,500.00	\$ 2,500.00	\$ 57,500.00	\$ 57,500.00
	NA.	ITEMS CRIDERED BY ENGINEER	EACH	30,000	§ 1.00	\$ 30,000.00	\$ 1.00		\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00		\$ 30,000.00	5 1.00	\$ 30,000.00
	N/A	VIDEO TAPINO (INTERIOR AND EXTERIOR)	LSUM	1	\$ 10,000,00	\$ 10,000.00		\$ 25,000.00	\$ 10,600.00		\$ 36,000.00	\$ 36,000.00		\$ 50,000.00	\$ 5,000.00		\$ 45,495.00	\$ 45,495.00			\$ 45,723.86	\$ 45,723.86
	N/A	WATER SERVICE INTERIOR RESTORATION	EACH	327	\$ 1,000.00	\$ 327,000.00	\$ 250.00	\$ 81,790.00	\$ 430.00	\$ 130,500.00	\$ 550.00	\$ 179,850.00	\$ 250.00	\$ 81,750.00	\$ 900.00	\$ 294,300.00		\$ 220,725.00	\$ 800.00	\$ 261,600.00	\$ 686.15	\$ 224,371.05
_	NA.	REPLACEMENT BROXES	EACH	10	\$ 1,250.00	\$ 12,500.00	\$ 800.00	\$ 0,000.00	\$ 530.00	\$ 0,200.00	\$ 350.00	\$ 3,500.00	\$ 10.00	\$ 100.00	\$ 200.00	\$ 2,000.00	\$ 235.00	\$ 2,350.00			\$ 3,513.20	\$ 39,122.00
_	NA.	WATER SERVICE UNE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EACH	318	\$ 6290.00	\$ 1,967,500,00		\$ 1,299,200.00	\$ 5,050,00		\$ 4,400.00	\$ 1,299,200.00	\$ 5,200,00	\$ 1,653,600,00	\$ 5,002.00			\$ 1,742,640.00	\$ 5,750,00		5 12,727.70	\$ 4,047,434,04
	NA.	WATER SERVICE UNE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1.5"	EACH	9	\$ 7,500.00	\$ 67,500.00			\$ 5,300.00		\$ 4,000.00	\$ 44,100.00		\$ 29,600.00	\$ 5,100.00	\$ 45,000.00		\$ 57,510.00			\$ 15,777.95	
_					: MTOT	1 2,660,225.00	TOTAL	\$ 1,621,600.00	TOTAL:	\$ 1,897,175.00	TOTAL:	1,891,290.00	TOTAL:	5 1,544,625.00	MIOT	\$ 2,000,597.50	TOTAL:	\$ 2,502,745.00	TOTAL:	5 2,429,400.00	: MTOT	\$ 5,835,400.00
					TOTAL:	\$ 2,668,225.00	TOTAL	\$ 1,821,600.00	TOTAL	\$ 1,897,175.00	TOTAL:	\$ 1,891,200.00	TOTAL:	5 1,984,625.00	DATOT	\$ 2,000,997.50	TOTAL	5 2,102,745.00	TOTAL:	\$ 2,129,400.00	TOTAL	<u>. </u>

844	SE BE	• ALTERNA				ENGNEER'S ESTR	MATE: BASE BID + MATE 1	JOEL KENNED	Y CONSTRUCTION	MILLE	R PIPELINE	MARTAM CON	STRUCTION, INC.	FINE STA	RENERGY		UCTION CO. INC		CTION COMPANIES				INSTRUCTION
SP	PA	Y III M NO.	PAY ITEM HAME	UNIT	CONNELLEA	UNIT COST	COST	BINIT COST	COST	TIMIL COZL	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNITCOST	COST	UMT COST	COST
		20101100	TREE TRUNK PROTECTION	EACH	66	\$ 75.00	\$ 4,875.00	\$ 25.00		\$ 80.00	\$ 5,200.00	\$ 160.00	\$ 10,400.00	\$ 50.00	\$ 3,250.00	\$ 30.00 1	1,960.00	\$ 175.00	\$ 11,375.00	\$ 300.00	\$ 19,500.00	§ 172.60	\$ 11,212.5
		20101200	TREE ROOT PRUMMO	EACH	66	\$ 50.00	\$ 3,250.00	\$ 25.00	\$ 1,625.00	\$ 70.00	\$ 4,550.00	\$ 250.00	\$ 16,250.00	\$ 20.00	1,300.00	5 33.00 1	1,950.00	\$ 20.00	\$ 1,300.00	\$ 300.00	\$ 19,500.00	5 115.00	\$ 7,475.0
		25200200	SUPPLEMENTAL WATERING	UNIT	54	\$ 166.00	\$ 2,590.00	\$ 10.00	\$ 143.00	\$ 1,000.00	\$ 14,000.00	\$ 100.00	\$ 1,400.00	\$ 50.00	\$ 700.00	\$ 85.00 \$	1,190.00	\$ 1,050.00	\$ 14,700.00	\$ 575.00	\$ 8,050.00	\$ 172.50	
		5.7100100	MOBILIZATION	LSIM	_	\$ 150,000,00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 120,000.00	\$ 120,000,00	\$ 15,000.00	\$ 15,000.00	\$15,000.00 \$	15,000.00	\$ 50,022.00	\$ 50,022.00		\$ 104,500.00		
		r0102620	TRAFFIC CONTROL AND PROFECTION, STANDARD 701601	LSUM	-	\$ 25,000,00	\$ 25,000.00	\$ 05,000.00	\$ 05,000.00	\$ 5,200.00	\$ 5,200.00	\$ 54,000.00	\$ 54,000.00		\$ 15,000.00	\$11,002.00 \$	11,000.00		\$ 19,020,00		\$ 27,000.00		\$ 967,700.00
		03320050	CONSTRUCTION LAYOUT (SPECIAL)	LSUM	1	\$ 50,000,00	\$ 50,000.00	\$ 54,000.00	\$ 54,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,000.00	\$ 28,000.00	\$ 15,000.00	\$ 15,000.00	\$12,001.00 \$	12,000.00	\$ 975.00	\$ 975.00	\$ 2,700.00	\$ 2,700.00	\$ 57,500.00	\$ 57,500.00
		N/A	ITEMS ORDERED BY ENGINEER	EACH	35,000	5 1.00	\$ 26,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00 1	36,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00	\$ 35,000.00	\$ 1.00	\$ 35,000.0
		N/A	VIDEO TAPING (INTERIOR AND EXTERIOR)	LSUM	1	\$ 10,000,00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 36,000.00	\$ 36,000.00	\$ 55,000.00	\$ 55,000.00	\$ 5,000.00 \$	5,000.00	\$ 51,188.00	\$ 51,188.00	\$ 7,750.00	\$ 7,750.00	\$ 44,223.29	\$ 44,223.2
			WATER SERVICE INTERIOR RESTORATION	EACH	301	\$ 1,000.00	\$ 369,000.00	\$ 250.00	\$ 92,290.00	\$ 400.00	\$ 147,500.00	\$ 550.00	\$ 202,950.00	\$ 250.00	92,250.00	\$ 900.00 1	332,100.00	\$ 675.00	\$ 249,075.00	\$ 800.00	\$ 295,200.00	\$ 606.15	\$ 253,189,3
┍		NA	REPLACEMENT BROXES	EACH	90	\$ 1,290.00	\$ 12,500.00	\$ 800.00	\$ 8,000.00	\$ 830.00	\$ 8,300.00	\$ 350.00	\$ 3,500,00	\$ 150.00	1,500.00	\$ 210.00 \$	2,100.00	\$ 235.00	\$ 2,350.00	\$ 750.00	\$ 7,500.00	\$ 3,513.20	\$ 39,132.0
_		NA.	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1*	EACH	367	\$ 6,290.00	\$ 2,231,250.00	\$ 4,400.00	\$ 1,570,800.00	\$ 5,050,00	\$ 1,802,850.00	\$ 4,400.00	\$ 1,570,800.00	\$ 5,800.00	\$ 2,070,600,00	\$ 5,000,00 \$	1,785,000.00	\$ 5,430.00	\$ 1,956,360.00	\$ 5,750.00	\$ 2,052,750.00	\$ 12,727.76	\$ 4,543,817.4
		NA.	WATER SERVICE UNE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1.5"	EACH	12	\$ 7,500,00	\$ 90,000.00	\$ 5,200.00	\$ 62,400.00	\$ 5,300.00	\$ 63,500,00	\$ 4,900.00	\$ 58,300,00	\$ 5,300.00	\$ 63,600,00	\$ 5,100.00 \$	61,200.00	\$ 6,390.00	\$ 76,690.00	\$ 5,960,00	\$ 71,400.00	\$ 15,777.95	\$ 109,335.4
									\$ 2,025,040,00														\$ 5,615,000.00

Bidding Review Certification and Checklist for Construction Contracts

Loa	1 Арр	licant:		Village of Forest Park Loan No. L17- 6716
		escript		Private Side Lead Service Replacement at various residences in Forest Park.
Yes	<u>No</u>	<u>N/a</u>		Documentation Required for Bid Approval
•	0		1.	The Bid Advertisement was published in a DAILY, regional newspaper, Dodge Reports (http://dodgeprojects.construction.com/), or approved equivalent. The ad notified bidders that this procurement is subject to regulations contained in the Procedures for Issuing Loans from the WPCLP or the PWSLP (circle one), the Davis-Bacon Act, the Employment of IL Workers on Public Works Act, the President's Executive Order 11246, the federal "Build America, Buy America Act", and the Loan Applicant's policy on the increased use of DBEs. [Ref. 662.620(b) or 365.620(b)] A. A copy of both the Newspaper Ad and the Certificate of Publication are attached OR A screenshot of the online ad is attached along with a payment receipt. B. Name of Newspaper or Equivalent Dodge C. Date of Publication
•	0		2.	A copy of the Bid Tabulation is attached. [Ref. 662.620(e)(2)(B) or 365.620(e)(2)(B)] A. Number of bids received Eight (8) B. Amount of lowest BASE bid \$ 1.821.600.00 C. Amount of highest BASE bid \$ 5,035,400.00
•	0		3.	A copy of the proposal (bid) signed by selected contractor is attached. [662.620(e)(2)(D) or 365.620(e)(2)(D)]
•	0		4.	The Consultant's Analysis of Bids and Recommendation to Award is attached. [Ref. 662.620(e)(2)(F) or 365.620(e)(2)(F)]
•	0		5.	Applicant has prepared a Notice of Intent to Award and a copy is attached. [Ref. 662.620(e)(2)(E) or 365.620(e)(2)(E)]. The notice is dated A. If any bid alternates (deductive or additive) were accepted, list and include costs. The Village intends to award the Base Bid + Alternate 1 which includes additional private side lead services
•	0	0		B. Accepted Bid Alternates were approved by the Agency's Permit Section?
•	0	0	6.	The applicant received a minimum 5% Bid Bond or Cashier's Check from the selected contractor and a signed Power of Attorney (for bid bond only). A copy is attached. [Ref. 662 or 365.620(e)(2)(F)].
<pre></pre>	000000	•	7.	Selected contractor submitted the lowest, responsive, responsible bid. A. If not, is written justification disqualifying the apparent low bidder attached? [Ref. 662.620(e)(4) or 365.620(e)(4)]. B. Has the selected contractor been debarred or suspended? Information may be verified at: https://beta.SAM.gov C. Are there any appeals or protests? Ref. 662.640 or 365.640. If YES, alert IEPA.
U	•		8.	Has the IEPA issued a valid construction permit for this project? [Ref. 662.350(c) or 365.350(c)]. A. If YES, provide the Issue Date and Permit No. B. If NO, provide an explanation. Not applicable, services only on this project
O	0		9.	Bid quantities, major equipment, and suppliers are consistent with the Agency approved Plans & Specifications and/or IEPA Construction Permit. A. If NO, has Agency approved the changes? (Changes must be approved by Permit Section). If not, provide an explanation.

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⊙	00	0	10.	Were any addenda issued during the bidding period? [Ref. 662.620(d) or A. Copies of all Addenda are attached. All addenda require Agency	
	\circ	\circ		consistent with approved planning.	
•	0	0		B. Addenda were distributed to all prospective bidders?	LIED A 9
0	0	O		C. The following addenda were previously submitted & approved by Addenda Numbers	
•	0	0		D. The following addenda will be approved at the time of bid review Addenda Numbers #1	?
O	0	•		E. If a supplemental construction permit was issued due to addenda,	a copy is attached.
•	0		11.	The signed bid proposal contains the Non-Collusion and Certification Sta 662.620(c)(6) or 365.620(c)(6)]. Page No. 49 of 73	tements (verbatim) [Ref.
•	0		12.	Davis-Bacon Wage Act Compliance - The bid proposal <u>OR</u> the contract of Davis-Bacon Wage Act language (verbatim) as contained within IEPA's of Rate Determinations are normally set on the bid opening date and are available. [Ref. 662.620(f)(3)] a. Davis-Bacon language is in the bidder's PROPOSAL. Page No.	example documents. Wage
Ŏ	Ŏ			B. Davis-Bacon language is in the CONTRACT documents. Page N	o. 14 .
⊙ ⊙	ŏ			C. A copy of the applicable Wage Rate Determinations is attached.	
			13.	The following certifications were received from the selected contractor.	
◉	0			A. Certification of Nonsegregated Facilities. [Ref. 662.620 or 365.62	20(f)(6)] Page No24
•	Ō			B. Certificate Regarding Bid Rigging & Rotating (Criminal Code 33.	E) [Ref.
_				662.620(c)(6)(A)(iii) or 365.620(c)(6)(A)(iii)] Page No. 27	
•	0			C. Certificate Regarding Debarment, Suspension, and other Respons [Ref. 662.620(f)(5) or 365.620(f)(5)] Page No. 26	ibility Matters.
•	0			D. Certification that all iron, steel, manufactured products, and construction this project must be produced in the United States. [Build America Page No54	
0	•		14.	Federal DBE requirements for this project have been met? (40 CFR Part 3 thru 4. Guidance is available on IEPA's website. [Ref. 662.620(f)(4) or 3	
•	0		15.	The construction contract completion date OR length of time to complete the The substantial and/or final completion date(s)/time(s) is in the Contract Doc	
•	0		16.	Contractor's list of subcontractors submitting quotes is attached. If NO, 1	provide an explanation.
•	0	0	17.	For line item bids only: Has the IEPA EXCEL line item spreadsheet been	submitted to IEPA?
c fe	omply w or Issuin	ith the g Loai	State ns froi	ment, I certify that the above information is, to the best of my knowledge, true ar of Illinois' Procedures for Issuing Loans from the Water Pollution Control Loan Pr m Public Water Supply Loan Program. Furthermore, the proposal is consistent with rms of quantity, description and eligibility.	ogram and/or the Procedures
A	uthoriz	ed Re	presei	ntative's Printed Name: Rachell Entler Title:	Village Administrator
				ntative's Signature: Date:	
	*****	*****	*****	**************************************	*******
Τ	his nror	osal i	s ann	roved for award to	(insert
c	ontracto	r's na	me) i	n the allowable amount of \$ which includes the ba	ase bid and any accepted
a a	lternates pproved	s. Ine l by IF	ligible AS a	which includes the base contract costs of \$ which includes the base contract costs of \$ were removed. All addenda (Items Ind Permits (if necessary) (PM initial)	10 C &D) have been
Р	M's Sigr	nature:		Date:	
				nce: Date:	
II	532-2989	WPC7	53 Rev	07/2022 2	

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Disadvantaged Business Enterprise Review Construction Contracts/Equipment with Labor Involved

Loan A _l	plican	t:		Village of Forest Park	Loan No. L17	6716
Loan	Appl	icant	Res	sponsibilities		
Yes	<u>No</u>	<u>N/A</u>				
•	0	0	1.	The Loan Applicant has submitted e in a DAILY , regional newspaper for state, "this procurement is subject increased use of Disadvantaged Busi Review Checklist" and the example End Documents".	a minimum of one d to the Loan Applic ness enterprises". S	ay. The advertisement must ant's policy regarding the see Item #1 of the "Bidding
				If an online advertisement was place website, a screenshot of the advertise receipt must be attached.		
•	0	0	2.	Length of bidding period by Loan A time to advertise for DBE subcontract minimum is generally 30 days.		
0	•	0	3.	Loan Applicant held a Pre-bid meeti highly recommended. Date of Pre-E		ders? A Pre-bid meeting is
Bidde	r/Prii	ne C	ontr	actor Responsibilities		
Respons	sivenes	s Dete	rmina	<u>tion</u>		
The foll	owing	inforn	nation	must be submitted with the bid.		
Yes	<u>No</u>	<u>N/A</u>				
0	•	0	1.	Completed, signed certification will award no subagreements, materials, supplies, and services, in	including the pro in the performance of	curement of equipment,
•	0	0	2.	"Certificate of Publication" and regional newspaper is attached evidence/proof of publication suc accepted. If an online advertiseme equivalent website, a screenshot address, and a receipt must be attaleast 16 days prior to bid opening A. Date of Bidder Advertisen B. Date of Bid Opening	If the certificate has actual page from the second with the advertisement ached. All advertisement	e is not available other om the newspaper <u>may</u> be the "Dodge Report" or an t along with the webpage

Yes	No	<u>N/A</u>		
•	0	0	3.	If DBEs will be utilized, a completed IEPA DBE Form #3 from each Disadvantaged Business to be utilized attesting that they are a Disadvantaged Business. This form must be signed by the Prime Contractor and Subcontractor, and include the DBE's name, address, telephone number, a description of the work, DBE certifying Agency, and estimated cost of the subcontract.
•	0	0	4.	If DBEs will be utilized, a signed certification from the Prime Contractor attesting that the prime contractor has no dominating or conflict of interest with the Disadvantaged Business Enterprise to be utilized. IEPA DBE Form #1 contains this phrase and may be used for this purpose.
•	0	0	5.	Names, addresses, telephone numbers of Disadvantaged Businesses which submitted proposals, but will <u>not</u> be utilized. Justification for their non-utilization must be provided. IEPA DBE Form #1 may be used to report this information.
•	0	0	6.	In instances where the bidder(s) does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received. IEPA DBE Form #1 may be used to report this information.
•	0	0	7.	Prime contractor's list of all DBE and non-DBE subcontractors submitting proposals/quotes is attached. List will include names, addresses, e-mails, phone numbers, DBE status, and what work the entity bid or quoted (painting, welding, supplies, etc). List will be maintained during the project & made available upon request. IEPA DBE Form #4 may be used to report this information.
Respons	<u>ibility</u>	Determi	<u>nation</u>	
Yes	<u>No</u>	<u>N/A</u>		
•	0	0	1.	The Prime Contractor (low, responsive, responsible bidder) must provide DBE subcontractors that have been selected to perform work with a Letter of Intent signed by the Prime Contractor and the DBE subcontractor. The Letter of Intent must describe work that will be performed by the subcontractor and the price of the work.
Comme	nts:			
Enterpri	ses is to	o the bes	t of my	certify that the above information regarding the use of Disadvantaged Business knowledge, true and accurate. I understand that DBE forms and guidance documents PA website or by contacting the Infrastructure Financial Assistance Section at 217-
Authoriz	zed Rej	presentat	tive's	Printed Name: Rachell Entler Title: Village Administrator
Authoriz	zed Re	presenta	tive's	Signature: Date:

RESOLUTION NO. R- -24

A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE MADISON STREET PARKING LOT SEALCOATING PROJECT TO M&J ASPHALT PAVING CO., INC.

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Madison Street Parking Lot Sealcoating Project to M&J Asphalt Paving Co., Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) to Contractor under the contract for the Project.

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

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

Section 2. The Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) under the contract for the Project with Contractor.

	Section 3.	The Village Clerk is directed	ed to attest to the Mayor's signature on any and
all doo	cuments, as nec	eessary.	
	Section 4.	This Resolution shall be in	n full force and effect upon its passage in the
manne	er provided by l	law.	
	RESOLVED	by the Council of the Village	e of Forest Park, Cook County, Illinois this 25 th
day of	November, 20	24.	
	AMEG		
	AYES:		
	NAYS:		
	ABSENT:		
	APPROVED	by me this 25 th day of Nover	mber, 2024.
			Rory E. Hoskins, Mayor
and pu	STED and filed ublished in pam day of N		
Vanes	sa Belmonte, V	Village Clerk	

MADISON STREET PARKING LOT SEALCOATING PROJECT PAY REQUEST #1 (FINAL)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 12, 2024

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

Attention: Salvatore Stella

Director of Public Works

Subject: Madison Street Parking Lot Sealcoating Project

Pay Request #1 - FINAL

(CBBEL Project No. R000023.00118)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 (FINAL) submitted by M&J Asphalt Paving, Inc. in the amount of **\$24,500.00** for the work completed. The payment will be:

rk Completed (FINAL) s Previous Pavments	\$	0.00
s Previous Payments	\$_	
ount Due	¥ —	24.500.00

We recommend payment in the amount of \$24,500.00 to M&J Asphalt Paving, Inc.

Please find enclosed the final invoice and final waiver of lien.

If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn

Construction Engineer

- INVOICE -



Received via email from M&J on Monday, November 11th, 2024 at 10:20am.

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT CICERO, ILLINOIS 60804 Suburbs 708/222-1200 · Chicago: 773/582-3555 · FAX 708/222-1213 www.mjasphaltpaving.com

To: Christopher B. Burke Engineering, LTD 9575 W. Higgins Road Rosemont, IL 60018 847.823.0500

INVOICE

INVOICE DATE	CUSTOMER NO.	INV	OICE NUMBER
September 11, 2024	2024-1156		27134
P.O. NUMBER	WORK ORDER N	0.	SHIP DATE

JOB SITE: 2024 Madison Street Parking Lot Sealcoating Project Forest Park, IL

ESTIMATE No. 1

SALES PERSON		TERMS	s	HIP VIA	F.O.	В.
	D. Gallet	D. Gallet 30 Days				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AM	DUNT
1	Sealcoating & Striping Completed	1.00	L.S.	\$24,500.00	\$	24,500.00
				te No. 1 TOTAL	\$	24,500.00
			Less_	0% Retention	\$	-
				Subtotal	\$	24,500.00
				mount Received	\$	-
		E	stimate No	o. 1 Amount Due	\$	24,500.00

FINAL WAIVER OF LIEN

STATE OF IL			Gty#_ Loan #								
TO WHOM IT	MAY CONCERN:										
WHEREAS to furnish	the undersigned has b	been employed by	sealcoating	Village of Fo	rest Park						
-	nises known as		2024 M	adison Street Parking L	.ot						
of which		Village of F	orest Park		is the owner.						
(\$ waive and r and on said moneys, fu	24,500.00 release any and all lien d above-described pren nds or other considerat	and in consideration of Dollars, and other good or claim of, or right to, lie nises, and the improveme tions due or to become dur which may be furnished	n under the statutes of nts thereon, and on the e from the owner, on a	the State of Illinois, relating material, fixtures, apparaceount of labor services,	f is hereby acknowled ng to mechanics' liens atus or machinery furi material, fixtures, app	s, with respect to hished, and on the paratus or					
_	Given under MY 12th	hand	Navambar	and seal		this					
-	12(11	day of	November	, 2024							
			Signature and Seal:		>						
				Ni	ck Distasio, President						
		full amount paid. If waiver is fover is for a partnership, the par									
		co	NTRACTOR'S AF	FIDAVIT							
STATE OF IL											
COUNTY OF	COOK										
то wном	IT MAY CONCERN:										
	THE undersigned being	g duly sworn, deposes and	d says that he(she) is		Nick Distasio, Presid	lent					
		of the		M&J Asphalt Pav							
	contractor for the		sealcoating & striping		work on th	e building					
located at _											
owned by		act including extras is \$	Village of Fo 24,500.00		he) has received pay						
material or into the con	claim either legal or eq labor, or both, for said astruction thereof and th	prior to this payment. The juitable to defeat the validity work and all parties having the amount due or to become cording to plans and spec	ty of said waivers. Tha g contracts or sub cont me due to each, and th	at the following are the na racts for specific portions	mes of all parties who of said work or for ma	have furnished aterial entering					
M&J Asphalt Pa	NAMES	WHAT FOR Labor	CONTRACT PRICE \$24,500.00	AMOUNT PAID \$0.00	THIS PAYMENT \$24,500.00	BALANCE DUE \$0.00					
MOO ASPITAL F	aving co., inc.	Labor	\$24,500.00	\$0.00	\$24,500.00	\$0.00					
This waiver do	bes not become effective until	all checks given in consideration h	lereof have been honored and	paid in full.							

TO	TAL LABOR AND MATER	IAL TO COMPLETE	\$24,500.00	\$0.00	\$24,500.00	\$0.00					
That there are	e no other contracts for said	d work outstanding, and that the	ere is nothing due or to bed								
	Signed this	12th	day of	November	, 2024						
			Signature:	00	2	-					
				Ni	ck Distasio, President						
Subscribed a	nd sworn to before me this	12th	day of	November	, 2024						
				0							
				(and	-4: Angel	4.					
				yu	NOTARY PUBLIC						
				OFFICIAL SE	Contract Con						
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				NOTARY PUBLIC, STA	TE OF ILLINOIS						
				NOTARY PUBLIC, STA	TE OF ILLINOIS						

RESOLUTION NO. R- -24

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PHASE II DESIGN FOR THE VILLAGE OF FOREST PARK JACKSON BOULEVARD WATERMAIN, LEAD LINE REPLACEMENT AND RESURFACING PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") proposes to approve and award the bid for a Professional Engineering Services Proposal for Phase II Design for the Village of Forest Park Jackson Boulevard Watermain, Lead Line Replacement and Resurfacing Project ("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 provide design engineering services for the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional design engineering services for the Project.

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

- <u>Section 1</u>. 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.
- <u>Section 2</u>. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional design engineering services for the Project.
- Section 3. That certain "Jackson Boulevard Watermain and Resurfacing Project Professional Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Two Hundred Seventy-Nine Thousand Two Hundred Seventy-Eight and 06/100 Dollars (\$279,278.06) ("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.

<u>Section 5</u>. 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 25th day of November, 2024.

AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 25 th day or	f November, 2024.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form this day of November, 2024.	
Vanessa Belmonte, Village Clerk	

EXHIBIT A

Jackson Boulevard Watermain and Resurfacing Project – Professional Engineering Service Proposal for Phase II Design



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 23, 2024

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

Attention: Mr. Sal Stella, Public Works Director

Subject: Jackson Boulevard Watermain and Resurfacing Project - Professional

Engineering Services Proposal for Phase II Design

Dear Mr. Stella:

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

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village wants to resurface Jackson Boulevard from Des Plaines Avenue to Harlem Avenue. The watermain shall be replaced from Des Plaines Avenue to Harlem Avenue. Lead water services within the project limits will be replaced with new copper services.

It is our understanding that the Village will be using local funding to cover Design, and that Construction and Construction Engineering for the roadway improvements will be paid utilizing STP funds at an 80% Federal / 20% Local match. Construction and Construction Engineering for watermain and lead services will be paid for locally.

SCOPE OF WORK

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

Task 1 - Topographic Survey

CBBEL will perform a topographic survey for the proposed resurfacing and water main — Jackson Boulevard from Des Plaines Avenue to Harlem Avenue. The survey will include locating manholes/structures, establishing control, and verifying the existing conditions. The

survey will be used as a base map for resurfacing and water main design purposes. Included are the following survey tasks:

- 1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone 1201): CBBEL will establish recoverable primary control.
- Vertical Control: CBBEL will establish elevations on new horizontal control points based on NAVD '88 Vertical Datum.
- Supplemental field topographic survey to locate structures and verify existing conditions.
- 4. Field Survey to determine detailed utility structure rim and invert elevations, pipe size and material of structures from supplemental survey.
- 5. Field level run to establish vertical control.
- 6. Office calculations and plotting of field data.
- 7. Drafting of an existing conditions plan in a MicroStation drawing file.

CBBEL will create design base sheets from the survey at a scale of 1" = 20'. This task will also include identification of approximate roadway right-of-way.

Task 2 – Pavement and Soils Investigation

CBBEL will utilize our subconsultant, Rubino Engineering, to perform borings. The results of the borings will assist in design and preparation of quantities. The subconsultant will also perform Clean Construction or Demolition Debris (CCDD) testing so that soils may be disposed of in accordance with Illinois Environmental Protection Agency (IEPA) requirements consisting of a Potentially Impacted Property (PIP) evaluation and LPC-662 soil analysis.

Task 3 - Sewer Cleaning and Televising

CBBEL will utilize a subconsultant to perform sewer cleaning and televising of combination sewer. CBBEL will then review the televising reports and include a repair or lining scope of work to the plans.

<u>Task 4 – Field Reconnaissance</u>

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

Task 5 - Utility Coordination

Based on utility information obtained as part of Task 1 and a JULIE design locate, CBBEL will draft existing utilities on the plans and send them back to the utility companies for verification of their locations. CBBEL will identify potential conflicts and coordinate any required relocation work with the respective utilities.

Task 6 - Preparation of Plans and Specifications

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

Task 7 - Permitting

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction and preparing a permit application to the Illinois Environmental Protection Agency (IEPA) for watermain construction.

Task 8 - IDOT Phase I

CBBEL will complete the Bureau of Local Roads, Form 19100 for IDOT for Phase 1 approval.

As part of IDOT Phase I coordination, the CBBEL team will meet with the Village to review the Phase II Engineering goals and objectives. The scope and schedule will also be reviewed and refined.

Task 9 - IDOT Phase II

CBBEL will coordinate a Phase II kickoff meeting with IDOT and coordinate with IDOT and the North Central Council of Mayors to ensure this project is eligible for federal funds to construct this project.

ESTIMATE OF FEE

Our Estimate of Fee is \$279,278.06 as shown on the attached exhibit A.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are 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.

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:	

JEH N\PROPOSALS\ADMIN\2024\Forest Park Jackson Blvd WM and Resurfacing Phase II\Forest Park Jackson Blvd WM and Resurfacing.docx

VILLAGE OF FOREST PARK
Jackson Boilevard WM and Resurfacing

		Eng	ineer			Enginee	ring Tech				Survey			CAD	GeoTech Sub	Sub			
Classification	V	IV	III	I/II	ν	IV	III	MI	V	IV	III	ll ll		Manager	Consultant		Total Hours	Т	otal Cost
Rate (S/hr)	\$235.00	\$200.00	\$175.00	\$155.00	\$215.00	\$190.00	\$140.00	\$125.00	\$240.00	\$220.00	\$200.00	\$160.00	\$135.00	\$210.00	\$1.00	\$1.00			
Phase II - Design Engineering																			
Task 1 - Topographic Survey									5	14	16	80	80	40			235	S	39,480.00
Task 2 - Pavement and Soils Investigation															\$ 13,970.00		0	\$	13,970.00
Task 3 - Sewer Cleaning and Televising	4	8		40												\$ 68,793.06	52	\$	77,533.08
Task 4 - Field Reconaissance		40	80														120	S	22,000.00
Task 5 - Utility Coordination							8				32						40	\$	7,520.00
Task 6 - Preparation of Plans and Specifications	40	120		320			80										560	\$	94,200.00
Task 7 - Permitting	5						20										25	8	3,975.00
Task 8 - IDOT Phase I	20						40										60	\$	10,300.00
Task 9 - IDOT Phase II	20						40										60	\$	10,300.00
																	Subtotal Cost =	\$	279,278.06
Subtotals	89	168	80	360	0	0	188	0	5	14	48	80	80	40			1152		
Percentage of Hours	7.7%	14.6%	6.9%	31.3%	0.0%	0.0%	16.3%	0.0%	0.4%	1.2%	4.2%	6.9%	6.9%	3.5%			100.0%		
Total Personnel Cost	\$20,915.00	\$33,600.00	\$14,000.00	\$55,800.00	\$0.00	\$0.00	\$26,320.00	\$0.00	\$1,200.00	\$3,080.00	\$9,600.00	\$12,800.00	\$10,800.00	\$8,400.00			Running Cost =	\$	279,278.06
																	Direct Cost =	\$	
																	TOTAL COST =	s	279,278.0



NNPROPOSALSIADMIN2024/Forest Park Jackson Blvd WM and Resurfacing Phase IIIExhibit A Forest Park Jackson Blvd WM and Resurfacing xt

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

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

*Charges include overhead and profit

These rates are in effect until December 31, 2024, 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.

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

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

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

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

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

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

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

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

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

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

- 8. <u>Standard of Practice</u>: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- 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. <u>Indemnification</u>: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005
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VILLAGE OF



SMALL TOWN CHARM

The Honorable Commissioners To:

Rory E. Hoskins

MAYOR

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

Maria Maxham

COMMISSIONER ACCOUNTS & FINANCE

Ryan Nero

COMMISSIONER PUBLIC HEALTH & SAFETY

COMMISSIONER STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd

COMMISSIONER PUBLIC PROPERTY

Rachell Entler

VILLAGE ADMINISTRATOR

Vanessa Belmonte

VILLAGE CLERK

From: Mayor Rory Hoskins

November 22, 2024 Date:

Dear Commissioners.

I am seeking your support for my travel authorization to attend the 5th Global Summit of the Strong Cities Network in Cape Town, South Africa, from December 2-6, 2024. The Strong Cities Network is providing airfare and lodging for mayors attending the summit. I am requesting per diem funds to cover meals and transportation expenses, including taxis, during the event.

This summit will address critical issues such as rising hate, extremism, and Michelle Melin-Rogovin polarization, bringing together mayors and leaders from across the globe. It will offer invaluable opportunities to exchange best practices and collaborate on strategies to strengthen and unify our communities.

> I am confident that my participation in this summit will benefit our city by enhancing our efforts to promote inclusivity and resilience. I would greatly appreciate your support for this travel request.

Thank you for your time and consideration.

Sincerely,

Rory Hoskins

Mayor

RH/mr



Travel Authorization Form

NOTE: A Travel Expense/Reimbu	ırsement Form mu	st be filed no later th	an ten (10) days after return.
Traveler's Name M Rory H Department/Job Title:	bskms		
Department/Job Title:	yor		
Destination: Cape Town (City)	South Afr	ica IL	(State)
Purpose Attend 5th Global	Summit for Ma	yors .	2012.02
Period of Absence: Depart Date_	Nov. 30. 2024	Return Date	Dec. 7. 2024
	<u>Estimate</u>	d Cost	
REGISTRATION FEES (Attach c	opy of Registration	on Form)	
Village Credit Card			
TRANSPORTATION METHOD Village Credit Card	Direct Pay*	_Reimbursement\$_	
Airline:	,	\$	
Ground: Village Vehicle (1		
Personal Vehicle	miles @ \$0	_/mile (Calendar Ye	ar 20) \$
Other – Describe			\$
LODGING Hotel	II.		Z.
Single Room Rate \$	x # of nights	\$_	·
		Reimbursement \$	

MEALS (Do not include if part of registration fee or if of	therwise provided)
3 Breakfast(s) @ Federal GSA Rate of \$ 23 1 Lunch(es) @ Federal GSA Rate of \$ 23 2 Dinner(s) @ Federal GSA Rate of \$ 36 OTHER EXPENSES (Travelers will be reimbursed for account of the second of t	\$ 66 \$ 69 \$ 108 stual costs of receipts)
Fares (Taxi, Ferry, etc.)	\$
Tolls	received \$ 1.00 miles and the second second
Parking	\$
Other	\$
TOTAL ESTIMATED COSTS:	s 308
(Attach Separate Illustrating Calculations) TOTAL REDUCED FARE COST SAVINGS:	\$
Employee Name (Print) Rosy loskins Signature	
Department Mayor	
Approved:	Date
(Department Head)	A COMPANY OF THE SECOND
Approved:	Date out
(Village Administrator)	Graetin ulclosviencesisti

ATTACH A COPY OF THIS FORM WITH YOUR TRAVEL EXPENSE REIMBURSEMENT FORM



Foreign Per Diem Rates In U.S. Dollars DSSR 925

Country: SOUTH AFRICA
Publication Date: 11/01/2024

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
SOUTH AFRICA	Bloemfontein	01/01	12/31	95	71	166	N/A	11/01/2024
SOUTH AFRICA	Cape Town	01/01	12/31	216	87	303	N/A	11/01/2024
SOUTH AFRICA	Durban	01/01	12/31	140	67	207	N/A	11/01/2024
SOUTH AFRICA	Johannesburg	01/01	12/31	196	85	281	N/A	11/01/2024
SOUTH AFRICA	Other	01/01	12/31	99	55	154	N/A	11/01/2024
SOUTH AFRICA	Pretoria	01/01	12/31	191	83	274	N/A	11/01/2024
SOUTH AFRICA	Stellenbosch	01/01	12/31	142	76	218	N/A	11/01/2024
SOUTH AFRICA	Sun City	01/01	12/31	107	50	157	N/A	11/01/2024

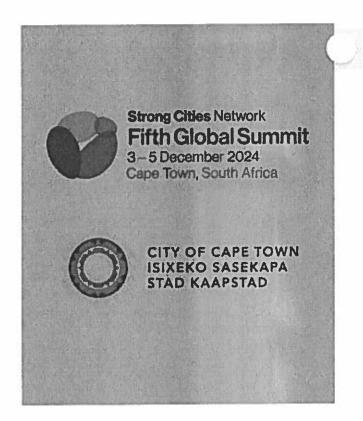
Strong Cities Network

Strong Cities Network Fifth Global Summit

On 3 – 5 December 2024, Strong Cities will host its **Fifth Global Summit** in Cape Town (South Africa).

Days Hours Minutes Seconds

1 0 1 8 4 2 4 4



About the Summit

This year's Summit is being co-hosted by the <u>City of Cape Town</u> and will convene mayors and other local leaders together with local government practitioners, civil society actors and national and international partners from around the world to showcase on a global scale how cities are preventing and responding to rising levels of hate, extremism and polarisation amid consecutive global crises.

It will also showcase progress made with implementing priority areas and learnings from the Fourth Global Summit, held in New York City in September 2023, which gathered more than 220 representatives from local governments, national governments and civil society, including mayors and other senior city officials from more than 115 cities across 50 countries and five continents.

The Strong Cities Fifth Global Summit is sponsored by the <u>City of Cape Town</u>, the Ministry of Foreign Affairs of Denmark, the European Union and the U.S. Department of State.







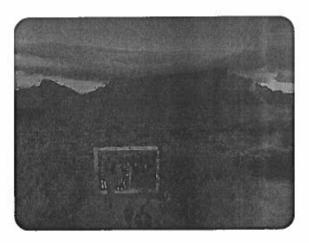






Mayors and cities from across the globe exchanging innovations and solutions to mitigate the local impacts of global crises logether in Cape

Town



Cape Town joined the Strong Cities
Network in September 2022 and was
invited to join the reinvigorated
International Steering Committee in
September 2023. Since joining Strong
Cities, Cape Town has actively sought
to share its experience with prevention,
including by co-hosting with Strong
Cities a roundtable for South African
cities and a learning visit on community
safety for mayors and technical officers
from border municipalities in Kenya,
Tanzania and Uganda.

Home to the iconic Table Mountain one of the new Seven Wonders of the World - Cape Town is one of the most visited tourist destinations in Africa. With a diverse population of almost five million, it is the second largest city in South Africa. Its climate, rich cultural heritage, natural assets and biodiversity make it a unique place to live, work and visit: it is globally recognisable with 307km of coastline, over 45000 hectares of accessible protected areas and is one of only a few cities in the world with a national park within its boundaries. It also has two World Heritage sites designated by the United Nations Educational, Scientific and

<u>Cultural Organisation</u> (UNESCO): <u>Robben Island</u> and the <u>Cape Floral</u> <u>Region Protected Areas</u>.

Catalysing city-led action

The Summit will showcase progress made with implementing priority areas and learnings from the Fourth Global Summit, held in New York City in September 2023, which gathered more than 220 representatives from local governments, national governments and civil society, including mayors and other senior city officials from more than 115 cities across 50 countries and five continents. Mayors and cities will share steps taken to implement the New York City Mayoral Declaration's commitments.



City leaders and partners at the Mayoral Meeting of the Fourth Global Summit, Gracie Mansion, New York City