

**AGENDA**  
**RULES MEETING OF THE BOARD OF TRUSTEES**  
**HELD REMOTELY**  
**PUBLIC NOTICE POSTED AT THE VILLAGE HALL**  
**350 VICTORY DRIVE**  
**PARK FOREST, ILLINOIS**

**Village Hall- Boardroom**

7:00 p.m.

August 10, 2020

Roll Call

1. Resolution Approving an Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds and Authorizing Execution of said Agreement and all related documentation.
2. Resolution approving a Master Pole Attachment Agreement with Chicago SMSA Limited Partnership D/B/A Verizon Wireless
3. Resolution to appropriate an additional \$70,000 in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Blackhawk Drive
4. Resolution to appropriate an additional \$111,040 in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Illinois St.
5. Indianwood Blvd. Sanitary Sewer Replacement Contract
6. Well 2 Raw Water Main Repair Contract

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

**NOTE – DUE TO COVID-19**

**THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL**

**\*Public, in-person attendance of the Meeting has been deemed unfeasible; All public comment can be sent prior to the phone conference Board Meeting, via email to [tmick@vopf.com](mailto:tmick@vopf.com), by 3 pm the day of the meeting; Public comments received via email will be read during the public meeting.**

**\*\*A record (verbatim recording) of all action (if any) taken during the Board Meeting in open session will be made available upon request.**

**\*\*\*This meeting will be broadcast live, and recorded, on the local cable access channels in Park Forest (channel 4 for Comcast subscribers & channel 4 for AT&T U-Verse subscribers) and will be streamed live, and subsequently archived, on the Village website at [www.villageofparkforest.com](http://www.villageofparkforest.com)NOTE: Copies of Agenda Items are Available on the Village website at [www.villageofparkforest.com](http://www.villageofparkforest.com)**

## **AGENDA BRIEFING**

**TO:** Mayor Jonathan Vanderbilt  
Board of Trustees

**FROM:** Thomas K. Mick, Village Manager

**DATE:** July 24, 2020

**RE:** **A Resolution Approving an Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds and Authorizing Execution of Said Agreement and all Related Documentation**

### **BACKGROUND/DISCUSSION:**

Cook County is facilitating local governmental distributions for the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") that was approved by the Federal government back in March. The CARES Act provides funding to help governments respond to the pandemic and Cook County has worked up a formula for distribution of \$51M in relief funding for 134 municipalities. Allocations to each municipality were determined, in part, by per capita figures combined with an equity formula including municipal medium income and public health impacts related to Covid-19. The allocation for Park Forest is \$572,910.11 and is noted in the attached letter from the County.

As the Village develops its application, three items are needed:

- The Intergovernmental and Sub-Recipient Agreement for Coronavirus Relief Funds
- The Cook County Suburban Municipality Application for Coronavirus Relief Funds
- The Vendor ID form

All three of the above noted documents are attached.

Village Staff is researching files to tabulate hard costs (PPE, cleaning supplies, workplace improvements and public education details for social distancing, etc.) for Covid-19 expenses and how potential reimbursement of these incurred costs might be pursued. Incurred cost receipts for Fire will be submitted to FEMA/IEMA for their Covid-19 response funding program. The FEMA funding program does not allow for regular work time staffing costs; however, this program will allow for reimbursement of any incurred overtime costs that can be substantiated as directly attributable to the Village's response to the Covid-19 pandemic.

The Cook County CARES Act Community Relief Funding program does allow for submittal of Staffing costs so long as the Staff work was done predominantly in response to Covid-19. Staff's goal will be to submit documentation for COVID-19 staffing costs including firefighter/paramedics and police officers. Additionally, payroll documentation may be submitted for maintenance personnel and duties attributable to Covid-19 at Village Hall, the Police Station and parks venues/playgrounds, etc. in addition to the salary for the Community Health Coordinator.

The CRF program allows for costs detailed above from March 1, 2020 through December 31, 2020.

The attached resolution authorizes the execution of the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds in addition to any related documentation.

**SCHEDULE FOR CONSIDERATION:**

This item will appear on the Rules Meeting agenda of August 10, 2020 for Board discussion, consideration/approval.

**RESOLUTION No. R-20-24**

**A Resolution Approving an  
Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds  
and Authorizing Execution of Said Agreement and all Related Documentation**

**BE IT RESOLVED**, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds between the Village of Park Forest and the County of Cook, as attached hereto as Exhibit A and made part hereof, is hereby approved.

**BE IT FURTHER RESOLVED**, that the Village Manager is hereby authorized and directed to execute the Agreement attached hereto as Exhibit A, in substantially the attached form, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms thereof.

*PASSED* this 10<sup>th</sup> day of August, 2020.

**APPROVED:**

**ATTEST:**

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Mayor

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Village Clerk



**Office of the Cook County Board President  
Toni Preckwinkle**

June 30, 2020

**Cook County COVID-19 Funding Response Plan**

Dear Jonathan Vaderbilt,

Thank you for your continued work to combat the effects of the COVID-19 Pandemic (the “Pandemic”) on your municipality. These are tremendously difficult times for both residents and businesses within Cook County. I want to assure you that I, along with the Cook County Board of Commissioners and our departments and bureaus are working continuously to help defray the impacts that the Pandemic has placed on Cook County communities.

The Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by President Trump on March 27, 2020. The purpose of the CARES Act is to provide much needed resources to help governments, businesses and individuals respond to the Pandemic. Under the CARES Act, the Coronavirus Relief Fund (the “CRF”) was created to provide financial resources to state and local governments with a population of 500,000 or more residents. Accordingly, Cook County received a portion of the CRF from the United States Department of Treasury. After careful consideration of the needs expressed by municipalities within Cook County, I began to develop an initiative to respond to those needs.

On May 14, 2020, under my direction, Cook County released the COVID-19 Response Plan (the “Response Plan”). As part of the Response Plan, Cook County has chosen to allocate \$51,000,000 of its CRF among the 134 municipalities located within Cook County. Allocations to each municipality were determined through an equitable lens, with factors that included, but that were not limited to the following: immediate needs of the municipality to respond to the Pandemic, municipal population, municipal medium income, and municipal public health statistics. After consideration of such factors, the CRF allocation for potential cost reimbursement to Park Forest is \$572,910.11.

It is important to note that each municipality must apply for this funding allocation and such allocation will be contingent on eligible cost reimbursement under the CARES Act guidelines. Information for the application process may be found at <https://www.cookcountyil.gov/service/cares-act-information-local-governments>. Questions regarding the application process should be submitted via email to [SuburbanCOVIDFundingQuestions@cookcountyil.gov](mailto:SuburbanCOVIDFundingQuestions@cookcountyil.gov).

Thank you again for your partnership. We are committed to working with you during these unprecedented times and aid you in your reimbursement and recovery efforts.

Sincerely,

A handwritten signature in blue ink that reads "Toni Preckwinkle". The signature is written in a cursive, flowing style.

Toni Preckwinkle  
President

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT**  
**FOR**  
**CORONAVIRUS RELIEF FUNDS**



**Between**

**COUNTY OF COOK, ILLINOIS**

**And**

\_\_\_\_\_  
**(Cook County, Illinois Suburban Municipality, Township or Fire Protection District (Subrecipient))**

**Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**SUBAWARD INFORMATION**

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier):  
\_\_\_\_\_
- Subrecipient's unique entity identifier (DUNS): \_\_\_\_\_
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$ \_\_\_\_\_
- Federal Award Program Description:  

Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)
- Award is for Research & Development (R&D): NO

**THIS AGREEMENT** entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and \_\_\_\_\_ (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Cook County qualified as an eligible local government and received CRF funding from the U.S. Department of Treasury; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

**WHEREAS**, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID–19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **I. AGREEMENT TERM**

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

**II. ACTIVITIES & ELIGIBLE EXPENSES**

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

**III. NOTICES**

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki  
Chief Financial Officer  
Cook County Bureau of Finance  
118 N. Clark Street, Suite 1127  
Chicago, IL 60602  
[SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)

Name of Subrecipient: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**IV. TERMS & CONDITIONS**

The following requirements are applicable to all activities undertaken with CRF funds.

#### A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

#### B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

#### C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees,

expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

#### E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

#### F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

#### G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

#### I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

#### J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

**K. Debarment / Suspension and Voluntary Exclusion**

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

L. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

**V. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

**B. Duplication of Benefits; Subrogation**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

**C. Documentation & Recordkeeping**

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds

allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

#### E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

#### H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

## I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

## J. Payment & Reporting Procedures

### 1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov). Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the

funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

## **VI. Personnel & Participation Conditions**

### **1. Hatch Act**

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

### **2. Conflict of Interest**

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## **VII. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

## **VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **VIII, WAIVER**

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **IX. CERTIFICATION**

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

## **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

## **VI. SIGNATURE AUTHORITY**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

**[INSERT SUBRECIPIENT]**

**Signed:** \_\_\_\_\_  
**Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_

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

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

**COOK COUNTY, ILLINOIS**

**Signed:** \_\_\_\_\_  
**Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_

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

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

**Approved as to form:**

**Signed:** \_\_\_\_\_

Office of the Cook County State's Attorney

## ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

### Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase.
  - COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

**ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION**

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook

County, Illinois, and \_\_\_\_\_ on \_\_\_\_\_, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: \_\_\_\_\_

Signed: \_\_\_\_\_

Its Duly Authorized Agent

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

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

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



## Cook County Suburban Municipality Application for Coronavirus Relief Funds

In order to request funding from Cook County under the Cook County COVID-19 Funding Response Plan, the Cook County Suburban Municipality Application for Coronavirus Relief Funds (the “application”) must be submitted in the form and manner as described herein and include all required documentation. Please see the attached Funding Guidance and Frequently Asked Questions document for detailed information and instructions on the application process and how a suburban municipality, township or fire protection district may apply for an allocation of funding. Questions regarding the Cook County COVID-19 Funding Response Plan and/or the application process should be submitted via email to [SuburbanCovidFundingQuestions@cookcountyil.gov](mailto:SuburbanCovidFundingQuestions@cookcountyil.gov). Completed applications must be submitted via email to: [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov). Please note that incomplete applications may cause a delay in processing.

General Information		
Organization Name	Name of Requesting Official	Submission Date
Request Description and Background Information		
Explain <i>what</i> the expenditure will be or has been utilized for (materials, projects, services, etc.):		

Indicate the total amount requested (project specific and date specific to the extent possible):

Explain *how* expenditures will be or have been used to respond to the public health emergency (utilize the guiding questions below along with the attached Funding Guidance and FAQ document). Note: incomplete descriptions may lead to funding delays or denials of requests.

- *What impact will this project have or has had on your organization's service level / ability to reopen or maintain operations?*
- *What segment and size of the population is the project expected to serve or has served?*
- *How is the success of this project related to other projects?*
- *What are the projected consequences, if the request is not approved or project is not reimbursed?*

Are any requested funds expected to be expended after December 30, 2020?

Y / N

If any requested funds in this application are for expenses not yet incurred, when are such funds expected to be incurred (*please be as precise as possible*)?

<p>If expenditures are FEMA-eligible, has applicant already requested FEMA reimbursement for such expenditures? If so, please provide Applicant #. If not, why not? <i>Please explain:</i></p>	<p>Y / N</p>
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*Cook County Reimbursement Information:* Cook County (“County”) can only utilize Coronavirus Relief Funds (“CRF”) for documented COVID-19 related expenses. The information below will assist the County to remain federally compliant. Please indicate below which type(s) of expenses your organization is submitting. You can click on the embedded link for a detailed list of eligibility criteria.

<b>Description</b>	<b>Indicate CRF Eligibility Category</b>
<p>The <a href="#">Coronavirus Relief Fund</a> is used to cover costs that:</p> <ul style="list-style-type: none"> <li>• Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);</li> <li>• Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and</li> <li>• Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Medical expenses</li> <li><input type="checkbox"/> Public health expenses</li> <li><input type="checkbox"/> Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</li> <li><input type="checkbox"/> Expenses of actions to facilitate compliance with COVID-19 related public health measures.</li> <li><input type="checkbox"/> Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.</li> <li><input type="checkbox"/> Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund’s eligibility criteria.</li> </ul>
<p>Department of the Treasury <a href="#">Coronavirus Relief Fund Frequently Asked Questions</a></p>	

**Required Attachments**

- Project and/or Program Budget
- Relevant invoices and/or receipts (if seeking reimbursement)
- Copy of your most recent annual financial statement as audited by a registered CPA

<b>Signatures and Certification</b>
<p>1. The undersigned hereby certify that they have the authority and approval from the governing body on behalf of the applying municipality to submit this application and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures.</p>

2. I understand that should this application be approved; an Intergovernmental and Sub-recipient Agreement will need to be executed between the parties.

3. I understand Cook County will rely on this certification as a material representation in reviewing and potentially approving this application.

4. I certify the use of funds submitted in this application for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

5. I understand any award of funds pursuant to this application must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Municipality or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

6. I understand any funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

7. I understand funds received pursuant to this application and certification cannot be used for expenditures for which the Municipality has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein as well as the application are true and correct to the best of my knowledge.

<hr/> <b>Finance Liaison (signature)</b>	<hr/> <b>Title</b>	<hr/> <b>Date</b>
<hr/> <b>Finance Liaison (printed name)</b>		
<hr/> <b>Organization Head (signature)</b>	<hr/> <b>Title</b>	<hr/> <b>Date</b>
<hr/> <b>Organization Head (printed name)</b>		

Effective: [7-2-2020 ]

# VENDOR / SUB-GRANTEE REQUEST FORM

**COMPLETED AND SIGNED W-9 FORM MUST ACCOMPANY THIS FORM!**

<b>DATE SUBMITTED:</b>		
<b>Requesting Municipality:</b>	<b>Person Submitting Request:</b>	<b>Phone Number:</b>

**Select Only One Request Type:**

<input type="checkbox"/> <b>NEW VENDOR (MUNICIPALITY)</b>	<input type="checkbox"/> <b>ADDITIONAL ADDRESS ORIGINAL VENDOR #:</b>	<input type="checkbox"/> <b>ADDRESS CHANGE ORIGINAL VENDOR #: VENDOR SITE CODE:</b>
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<b>MUNICIPALITY NAME (50 chars max):</b> (Please enter Name IN CAPS)			
<b>FEIN/SOCIAL SECURITY NUMBER (FROM W-9 FORM):</b>	<b>DUNS NUMBER:</b>	<b>GS03 FIELD (HHS Vendors Only):</b>	
<b>PURCHASE SITE:</b>		<b>PAY SITE:</b>	
<b>PHONE NUMBER:</b>	<b>FAX NUMBER:</b>	<b>CONTACT NAME:</b> <b>CONTACT TITLE:</b> <b>CONTACT EMAIL:</b>	
<b>STREET:</b>		<b>CITY:</b>	<b>STATE:</b>
		<b>ZIP:</b>	

**TO BE REVIEWED AND APPROVED BY COOK COUNTY GOVERNMENT:**

<u>REVIEWED &amp; APPROVED BY:</u>	<u>DATE COMPLETED:</u>	<u>NEW VENDOR NUMBER:</u> <u>NEW SITE CODE:</u>
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## AGENDA BRIEFING

**TO:** Mayor Vanderbilt  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP, Director of Economic Development and Planning

**DATE:** August 4, 2020

**RE:** Resolution approving a Master Pole Attachment Agreement with Chicago SMSA Limited Partnership D/B/A Verizon Wireless

**BACKGROUND/DISCUSSION:**

In 2019, the Village Board approved an amendment to Chapter 106 (Utilities) of the Village Code of Ordinances to add Article IX related to small cell wireless facilities. The Village Board also approved an amendment to the Unified Development Ordinance to permit this use. The provisions in these Ordinance revisions were limited by a 2018 Federal Communications Commission (FCC) order that limits local authority over small cell wireless facility deployment and management when they are located within municipal rights-of-way. Also in 2018, the Illinois State Legislature adopted the Small Wireless Facilities Deployment Act (the Act) to accomplish many of the same goals of the FCC ruling. The Act also limits municipal regulatory authority to preclude small cell installations and dictates aspects of local regulation and application processing (e.g., permit fees, review timelines, evaluation criteria, annual fees, etc.). Under the Act, the placement of small cell wireless facilities within public rights-of-way must be permitted by right, application fees and annual fees are capped, small cell installations are allowed on poles of the providers' choosing subject only to limited standards regarding safety and aesthetics, and existing agreements must revert to the provisions of the Act within two years of the effective date of the Act (August 1, 2018).

Chapter 106, Article IX (Small Cell Wireless Facilities) reflects the requirement of the FCC ruling and the Act. Article III-4.C.22 of the Unified Development Ordinance establishes the design standards that must be met when a wireless communications provider installs a small cell wireless facility, regardless of whether it is in Village right-of-way or on private property.

The Master Pole Attachment Agreement with Chicago SMSA Limited Partnership D/B/A/ Verizon Wireless (the licensee) reflects the Village's requirements established in Chapter 106, Article IX. It has been prepared to establish the ground rules for installation of small cell wireless facilities by the licensee. The licensee has not yet identified any specific locations for these facilities, but they anticipate that all locations will be within Village right-of-way, thereby approved by right subject to the Village's design standards. Once the Master Pole Attachment Agreement is approved, the licensee's engineering department will begin identifying facility locations where enhanced service is needed. Village Staff review of each proposed location will ensure that they are designed and installed in accordance with Village codes.

The attached Resolution and Agreement have been reviewed and approved by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Board Rules meeting agenda on August 10, 2020 for discussion.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A MASTER POLE ATTACHMENT  
AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village's home rule authority, as follows:

**Section 1.** An agreement between the Village of Park Forest and Chicago SMSA Limited Partnership d/b/a Verizon Wireless in substantially the form attached hereto as Exhibit A is hereby approved subject to such modification that may be approved by the Village Manager. The Village Manager is authorized to sign the agreement on behalf of the Village.

**Section 2.** If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

**Section 3.** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jonathan Vanderbilt  
Village Mayor

\_\_\_\_\_  
Sheila McGann  
Village Clerk

**EXHIBIT A  
MASTER POLE ATTACHMENT AGREEMENT**

This Master Pole Attachment Agreement (Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the Village of Park Forest with its principal offices located at 350 Victory Drive, Park Forest, Illinois 60466, ("Village") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mall Stop, 4AW100, Basking Ridge, New Jersey 07920 ("Licensee"). Licenser and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WITNESSETH**

**WHEREAS**, the Village is the owner, of certain utility poles, wireless support structures and/or real property which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to the Licensee; and

**WHEREAS**, Licensee desires to install, maintain and operate small wireless facilities in and/or upon certain of the Village's utility poles, wireless support structures and/or real property; and

**WHEREAS**, the Parties acknowledge that any term used in this Agreement that is defined in Section 106-153 of the Village Code of Ordinances shall have the meaning provided therein; and

**WHEREAS**, the Parties acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

**WHEREAS**, the Parties desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which Village may wish to permit Licensee to install, maintain and operate small wireless facilities as hereinafter set forth; and

**WHEREAS**, the Parties intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act and Federal Communication Commission Regulations; and

**WHEREAS**, the Parties acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

**WHEREAS**, the Parties acknowledge that different related entities may operate or conduct the business of Licensee in different geographic areas and as a result, each Supplement may be signed by Licensee's affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

2. **Premises.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, the Village agrees to license to Licensee that certain space on or upon the Village's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises" for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day over the Property (as defined below) and to and from the Premises for the purpose of the installation, operation, maintenance, repair and modification of Licensee's small wireless facilities. The Village's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the Village's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, the Village agrees to grant Licensee the right to install such utilities on, over and/or under the Property and to the Premises as necessary for Licensee to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by the Village.
3. **Permit Application.** For each small wireless facility, Licensee shall submit an application to the Village for a permit that includes:
  - a) Site specific structural integrity and, for the Village's utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
  - f) Certification that the collocation complies with Village's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
  - g) The application fee due.
4. **Application Fees.** Application fees shall be charged in accordance with the Village Code of Ordinances.
  - a) The Village shall not require an application, approval, or permit, or require any fees or other charges, from Licensee, for:
    - i) routine maintenance; or

- ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if Licensee notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
- iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

Licensee shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

## **5. Requirements.**

- a) Licensee's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Licensee shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and Licensee has been given written notice of the interference by the public safety agency, Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The Village may terminate a permit for a small wireless facility based on such interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) Licensee shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) Licensee shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) Licensee shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) Licensee shall paint or otherwise camouflage antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) Licensee shall install landscaping at the base of poles with respect to any ground equipment installed by Licensee on which devices are being installed as required by the Village Code of Ordinances.
- g) Licensee shall comply with all the terms and conditions of the Village Code of Ordinances in regards to construction of utility facilities.
- h) Licensee shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

- i) Licensee shall comply with applicable spacing requirements in the Village Code of Ordinances, concerning the location of ground-mounted equipment located in the right-of-way.
- j) Licensee shall comply with the Village Code of Ordinances, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.
- k) Licensee shall comply with the Village Code of Ordinances for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with the Act and adopted by the Village regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) Licensee shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on Village utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if Licensee complies with the Village Code of Ordinances for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) Licensee shall comply with provisions in the Village Code of Ordinances that concern public safety.
- n) Licensee shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- o) Licensee shall comply with the Village Code of Ordinances for decorative utility poles, or stealth, concealment, and aesthetic requirements or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- p) Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any Licensee's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit the Village's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

6. **Application Process.** The Village shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by the Village shall be processed by the Village and deemed approved if the Village fails to approve or deny the application within 90 days following submission of the application. However, if Licensee intends to proceed with the permitted activity on a deemed approved basis, Licensee must notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under Chapter 106, Article IX of the Village Code of Ordinances.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if the Village fails to approve or deny the application within 120 days following submission of the application. However, if Licensee intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under Chapter 106, Article IX of the Village Code of Ordinances as now or hereafter amended.
- c) The Village shall approve an application unless the application does not meet the requirements of Chapter 106, Article IX of the Village Code of Ordinances as now or hereafter amended.
- d) If the Village determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of Chapter 106, Article IX of the Village Code of Ordinances require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of Licensee. The Village shall document the basis for a denial is was based and send the documentation to Licensee on or before the day the Village denies an application. Licensee may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after Licensee resubmits the application or it is deemed approved. However, Licensee must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not

apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the Licensee. If an application is incomplete, the Village shall specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the Licensee within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the application to the Village. Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.
  - f) The time period for applications may be further tolled by the express agreement in writing by both the Village and Licensee; or a local, state or federal disaster declaration or similar emergency that causes the delay.
  - g) A Licensee seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at Licensee's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.
7. **Collocation Completion Deadline.** Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and Licensee agree to extend this period or a delay is caused by make-ready work for a Village utility pole or by the lack of commercial power or backhaul availability at the site, provided Licensee has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services and the additional time to complete installation does not exceed 360 days after issuance of the permit, otherwise, the permit shall be void unless the Village grants an extension in writing to the Licensee.
8. **Duration of Permits and Supplements.** The duration of a permit and the initial Supplement shall be for a period of not less than 5 years, and the permit and Supplement shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations contained in Chapter 106, Article IX of the Village Code of Ordinances, as now or hereafter amended. If the Act is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the Village's code provisions or regulations in effect at the time of renewal.
9. **Extensions.** Each Supplement may be extended for additional five (5) year terms unless

Licensee terminates it at the end of the then current term by giving the Village written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

10. **Rental.** Each Supplement shall be effective as of the date of execution by the Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that Licensee commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the Village in the Supplement (unless the Village otherwise designates another payee and provides notice to Licensee). The Village and Licensee acknowledge and agree that the initial rental payment for each Supplement shall not be sent by Licensee until thirty (30) days after the Commencement Date. The Village and Licensee agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 for each wireless facility which Licensee attaches to a Village pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, Licensee may pay rent by electronic funds transfer and in such event, the Village agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

11. **Abandonment.** A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and Licensee shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying Licensee of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the Licensee at the address of Licensee set forth in Paragraph 24 of this Agreement. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility and charge said costs to the Licensee.

Licensee shall provide written notice to the Village of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

12. **Condition of Premises.** Where the Premises includes one or more Poles, the Village covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the Village fails to make such repairs including maintenance within 60 days, of any notification to the Village, the Licensee shall have the right to cease annual rental for the affected Poles, but only if the Poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If Licensee terminates this Agreement, the Licensee shall remove its small wireless facility. Termination of this Agreement shall be the Licensee's sole remedy.

13. **Make Ready Terms.** The Village shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary Village or public service agency plan. Fees for make-ready work, including any Village utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for Village utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any Pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the Village at the Licensee's sole cost and expense. Unless otherwise agreed by the parties, any make-ready work, including pole replacements, shall be performed by the Licensee or its qualified contractor.
14. **Aerial Facilities.** For Village utility poles that support aerial facilities used to provide communications services or electric services, Licensee shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. The Village shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Chapter 106, Article IX of the Village Code of Ordinances, as now or hereafter amended. The good-faith estimate of the person owning or controlling Village's utility pole for any make-ready work necessary to enable the Pole to support the requested collocation shall include Village utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
15. **No Aerial Facilities.** For Village utility poles that do not support aerial facilities used to provide communications services or electric services, the Village shall provide a good-faith estimate for any make-ready work necessary to enable the Village utility pole to support the requested collocation, including pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any Village utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by Licensee at Licensee's sole cost and expense. Alternatively, if the Village determines that applicable codes or public safety regulations require the Village's utility pole to be replaced to support the requested collocation, the Village may require Licensee to replace the Village's utility pole at Licensee's sole cost and expense.
16. **General Restrictions.** In the event the Village, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, the Village shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, the Village shall provide options for alternative locations for Licensee's relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate this Agreement or the applicable Supplement. In the event of an emergency, which for purposes of this Agreement

shall be considered any imminent threat to health, safety and welfare of the public, the Village must provide as much notice as reasonably practical under the circumstances. Licensee may terminate this Agreement by giving written notice to the Village specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

17. **Electrical.** Licensee shall be permitted to connect its equipment to necessary electrical and telephone service, at Licensee's expense. Licensee shall attempt to coordinate with utility companies to provide separate service to Licensee's equipment for Licensee's use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service, at Licensee's expense, upon the reasonable approval of the Village. In the event that Licensee uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company); or (ii) provide for an additional fee in the applicable Supplement which shall cover Licensee's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
18. **Temporary Power.** Licensee shall be permitted at any time during the Term of this Agreement and each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by the Village. Licensee shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by the Village.
19. **Use; Governmental Approvals.** Licensee shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. Licensee shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Application. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of each application all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or county or local authority as well as a satisfactory building structural analysis which will permit Licensee use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to the Village in accordance with the notice provisions set forth in Paragraph 23 of this Agreement and shall be effective upon the mailing of such notice by Licensee or upon such later date as designated by Licensee. All rentals paid to said termination date

shall be retained by the Village. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other. Otherwise, the Licensee shall have no further obligations for the payment of rent to the Village for the terminated Agreement. Notwithstanding anything to the contrary in this Paragraph, Licensee shall continue to be liable for all rental payments to the Village until all equipment is removed from the Property.

20. **Insurance.** Licensee shall carry, at Licensee's own cost and expense, the following insurance:

- a) Property insurance for its property's replacement cost against all risks;
- b) Workers' compensation insurance, as required by law; and
- c) Commercial general liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate with respect to its activities on the Village improvements or rights-of-way.

The wireless provider shall include the Village as an additional insured as their interest may appear under this Agreement on the commercial general liability policy and provide certificate of insurance and blanket additional insured endorsement evidencing the inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the inclusion of additional insureds under this section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

21. **Indemnification.** Licensee shall indemnify and hold the Village harmless against any and all liability or loss as required by Chapter 106, Article IX of the Village Code of Ordinances as amended from time to time.

22. **Removal At End Of Term.** Licensee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement or any Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by Licensee excepted. The Village agrees that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Premises after termination of this Agreement or Supplement, Licensee shall pay rent at the then existing rate on a pro-rata basis if until such time as the removal of the antenna structure, fixtures and all personal property are completed.

23. **Rights Upon Sale.** Should the Village, at any time during the Term of this Agreement or Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to this Agreement or any Supplement and any such purchaser or transferee shall recognize Licensee's rights hereunder and under the terms of this Agreement or any Supplement.

24. **Notices.** Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To the Village: Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois  
Attn: Thomas K. Mick  
Fax: 708-503-8560  
Email: [tmick@VOPF.com](mailto:tmick@VOPF.com)

With a copy to: Mark H. Sterk  
Odelson, Sterk, Murphey, Frazier & McGrath,  
Ltd. 3318 West 95<sup>th</sup> Street  
Evergreen Park, Illinois  
60805 Fax: 708-424-5829  
Email: [msterk@osmf.com](mailto:msterk@osmf.com)

To the Licensee: Chicago SMSA Limited Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster  
New Jersey 07921  
Attention: Network – Real Estate  
Landlord Portal: 866-862-4404

With a copy to: Chicago SMSA Limited Partnership d/b/a Verizon Wireless  
1515 East Woodfield Road, 10th  
Floor Schaumburg, Illinois 60173  
Attn: Network Legal

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3<sup>rd</sup>) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

25. **Casualty.** In the event of damage by fire or other casualty to a Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if a Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided the Village has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement or any Supplement upon fifteen (15) days prior written notice to the Village. Any such notice of termination shall cause this Agreement or any Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement or any Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement or any Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.
26. **Default.** In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
27. **Remedies.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement or the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option but without obligation to do so, perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice, therefore.
28. **Applicable Laws.** During the Term, the Village shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, or reasonably determined by the Village. Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee in the Premises.
29. **Bond.** Licensee shall deposit with the Village on one occasion prior to the commencement this Agreement, a bond in a form reasonably acceptable to the Village in the amount of

\$10,000.00 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement or any Supplement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the Premises to its original condition, if Licensee fails to do so.

30. **Miscellaneous.** This Agreement and any Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the Village and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Village or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement and each Supplement shall be governed interpreted, construed and regulated by the laws of the State of Illinois.
31. **Execution In Counterparts.** This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
32. **Authorization.** Licensee certifies and warrants that it has the authority to enter into this Agreement.
33. **Change of Law.** If any federal, state or local laws or regulations (including, but not limited to, those issued by the FCC or its successor agency) and any binding interpretations thereof (collectively "Laws") that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the effective Laws, then the parties agree to promptly amend this Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals on the Effective Date.

**VILLAGE:**

Village of Park Forest, Illinois

BY:

Name: \_\_\_\_\_  
Thomas K. Mick

Title: Village Manager

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

**LICENSEE:**

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

BY: Cellco Partnership, Its General Partner

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

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

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

## EXHIBIT "A"

### LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this \_\_\_\_ day of \_\_\_\_\_, 2020 between the Village of Park Forest ("Village"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mall Stop, 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village and Chicago SMSA Limited Partnership, dated \_\_\_\_\_, 2020, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. The Property owned by the Village is located at \_\_\_\_\_ . The Premises licensed by the Village to the Licensee hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. Consideration. Rent under this Supplement shall be \$200.00 per year, payable to the Village at \_\_\_\_\_. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. Licensee shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. Site Specific Terms.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal as of the Effective Date.

**VILLAGE**

Village of Park Forest, Illinois

BY:

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

Thomas K. Mick

Title: Village Manager

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

**LICENSEE**

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

BY: Cellco Partnership, Its General Partner

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

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

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

**EXHIBIT “1”**

**PREMISES**

(see attached site plans)

**AGENDA BRIEFING**

**DATE:** August 10, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

**FROM:** Roderick Ysaguirre – Director of Public Works/Village Engineer

**RE:** Approval of a Resolution to appropriate an additional \$70,000 dollars in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Blackhawk Drive (FAU 1057).

**BACKGROUND/DISCUSSION:**

In November 2012, the Board approved the attached MFT Resolution appropriating \$450,000 dollars for construction and construction engineering for improvements to Blackhawk Drive, Sauk Trail to Monee Road. An error was made in the appropriation amount. The original resolution consisted of the Village 30% for construction, and 30% for construction engineering for a total of \$450,000 dollars.

The resolution should have consisted of Village 30% for construction and 100% for construction engineering for a total of \$520,000 dollars as highlighted below. IDOT and IDOT auditors want the total MFT Resolution amount to account for all monies paid out of the Village MFT fund, not what the net balance will be after all reimbursements. For this project, design engineering was a 100% Village cost and there was no cost share. Construction and construction engineering was on a 70/30 Division of Cost. The Board should recall that the Village pays 100% for construction engineering and then gets 70% reimbursed back into the Village’s MFT account. For construction, IDOT pays 100% and then invoices the Village for 30%.

This project was completed and the road was improved. Therefore, this item consists of approving an additional \$70,000 dollars from the Village’s Unobligated MFT Balance and resubmitting an amended MFT Resolution for a total amount of \$520,000 dollars.

	Federal Share 70%	Village Share 30%	Estimated Total
Construction	\$ 980,000	\$ 420,000	\$ 1,400,000
Construction Engr.	\$ 70,000	\$ 30,000	\$ 100,000
<b>Total</b>	<b>\$ 1,050,000</b>	<b>\$ 450,000</b>	<b>\$ 1,500,000</b>

**RECOMMENDATION:** Approve this Resolution, amending the original Resolution, to appropriate \$520,000 dollars from the Village’s Motor Fuel Tax fund for Construction and Construction Engineering costs related to improvements to Blackhawk Drive.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of August 10, 2020 for your discussion.

## AGENDA BRIEFING

**DATE:** November 20, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer, Director of Public Works

**RE:** Resolution for Improvement by Municipality Blackhawk drive Resurfacing;  
BLR0911

**BACKGROUND/DISCUSSION:** This item is a follow up to the Local Agency agreement for Federal Participation for Resurfacing of Blackhawk Drive. This resolution provides Motor Fuel Tax (MFT) funding in the amount of \$450,000.00 for the Village share of Phase III Construction and Construction Engineering. The Surface Transportation Program will fund 70% of the costs for the Phase III Construction and Construction Engineering. The cost to the Village for the Construction and Construction Engineering of the Thorn Creek Drive Project is estimated to be \$450,000.00. The total Phase III cost estimated in the Local Agency agreement for this project is \$1,500,000.00.

Bids were opened on this project by the Illinois Department of Transportation on November 9, 2012. The unverified results were the low bidder was Gallagher Asphalt Corporation in the Amount of \$1,220,551.76

The Department of Public works requests that the Board approve this resolution

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the rules and regular meeting of November 26, for discussion and consideration.





# Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original		12-00097-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Park Forest of Park Forest Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Governing Body Type Local Public Agency Type  
Name of Local Public Agency  
Contract or Day Labor

### For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Blackhawk Drive	1.631	1057	Sauk Trail (FAU 1632)	Monee Road (FAU 2830)

### For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction \$420,000  
Construction Engineering \$100,000

2. That there is hereby appropriated the sum of Five hundred, twenty thousand

\$520,000.00 Dollars ( \$520,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sheila McGann Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Park Forest in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Park Forest at a meeting held on August 17, 2020.  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this        day of        Month, Year       .

(SEAL)

Clerk Signature	Date

**Approved**

Regional Engineer Department of Transportation	Date

## AGENDA BRIEFING

**DATE:** August 10, 2020

**TO:** Mayor Vanderbilt  
Board of Trustees

**FROM:** Roderick Ysaguirre – Director of Public Works/Village Engineer

**RE:** Approval of a Motor Fuel Tax Resolution to appropriate an additional \$111,040 dollars for Construction and Construction Engineering costs associated with improvements for Illinois St (FAU 1719).

### **BACKGROUND/DISCUSSION:**

In January 2019, the Board approved the attached MFT Resolution Agenda Briefing appropriating \$364,420 dollars for construction and construction engineering for improvements to Illinois St, Orchard Drive to Western Ave. An error was made in the appropriation amount. The original resolution consisted of the Village 20% for construction, 100% for non-participating costs, and 20% for construction engineering for a total of \$364,420 dollars.

The resolution should have consisted of Village 20% for construction, 100% for non-participating costs, and 100% for construction engineering for a total of \$475,460 dollars as highlighted below. IDOT and IDOT auditors want the total MFT Resolution amount to account for all monies paid out of the Village MFT fund, not what the net balance will be after all reimbursements. The Board should recall that for design and construction engineering, the Village pays 100% and then gets 80% reimbursed back into the Village's MFT account. For construction, IDOT pays 100% and then invoices the Village for 20%.

This project was completed and the road was improved. Therefore, this item consists of approving an additional \$111,040 dollars from the Village's Unobligated MFT Balance and resubmitting an amended MFT Resolution for a total amount of \$475,460 dollars.

	Federal Share 80%	Village Share 20%	Estimated Total
Construction	\$ 1,110,640	\$ 277,660	\$ 1,388,300
Non-Participating Const.	\$ 0	\$ 59,000	\$ 59,000
Construction Engr.	\$ 111,040	\$ 27,760	\$ 138,800
<b>Total</b>	<b>\$ 1,221,680</b>	<b>\$ 364,420</b>	<b>\$ 1,586,100</b>

**RECOMMENDATION:** Approve this MFT Resolution, amending the original Resolution, to appropriate a total of \$475,460 dollars from the Village's Motor Fuel Tax fund for Construction and Construction Engineering costs related to recent improvements to Illinois Street.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of August 10, 2020 for your discussion.

## AGENDA BRIEFING

**DATE:** January 7, 2019

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre – Director of Public Works/Village Engineer

**RE:** Approval of a Resolution to appropriate \$364,420 dollars in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Illinois St (FAU 1719).

### **BACKGROUND/DISCUSSION:**

Roadway improvements to Illinois St., from Orchard Drive to Western Ave, are eligible for federal aid funding through the Surface Transportation Program Urban (STP-U). The STP funds for the South Suburbs are distributed through the South Suburban Mayors and Managers Association (SSMMA). The STP consists of an 80% Federal / 20% Local Agency cost participation for eligible project phases.

The Village uses Motor Fuel Tax funds to meet its cost participation funding commitments. The first step in doing so requires the Board to pass a MFT Resolution appropriating funds out of the Village's Unobligated MFT Balance for the current Phase(s). In this case, the current Phase(s) will be for Construction and Construction Engineering. The funding procedures for this Phase requires the Village to fund Construction Engineering at 100% and then submit proof of payment for 80% reimbursement and for IDOT to fund 100% of Construction and then invoice the Village for 20% for eligible pay items and 100% for any non-participating pay items. For this project, there will be \$59,000 dollars of ineligible work associated with improvements within Illinois Court.

The proposed improvement consists of full depth resurfacing, full curb and gutter replacement, driveway replacement, sidewalk improvements at intersections, structure adjustments, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is April 26, 2019.

The total estimated costs for these Phases are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction	\$ 1,110,640	\$ 277,660	\$ 1,388,300
Non-Participating Const.	\$ 0	\$ 59,000	\$ 59,000
Construction Engr.	\$ 111,040	\$ 27,760	\$ 138,800
<b>Total</b>	<b>\$ 1,221,680</b>	<b>\$ 364,420</b>	<b>\$ 1,586,100</b>

**RECOMMENDATION:** Approve this Resolution to appropriate \$364,420 dollars from the Village's Motor Fuel Tax fund for Construction and Construction Engineering costs.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of January 7, 2019 for your discussion.



# Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
R-19-1	Original	16-00103-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Park Forest Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Illinois St	0.7	1719	Orchard Dr (FAU 2836)	Western Ave (FAU 2845)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction \$ 336,660  
Construction Engineering \$ 138,800

2. That there is hereby appropriated the sum of Four hundred and seventy five thousand, four hundred and sixty Dollars ( \$475,460.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sheila McGann Village Clerk in and for said Village of Park Forest in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by President and Board of Trustees of Park Forest at a meeting held on August 17, 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

(SEAL)

Clerk Signature

**Approved**

Regional Engineer  
Department of Transportation

Date

## **AGENDA BRIEFING**

**DATE:** July 29, 2020

**TO:** Mayor Jon Vanderbilt  
Board of Trustees

**FROM:** Nicholas Christie – Assistant Village Engineer - DPW

**RE:** Awarding of the Indianwood Blvd. Sanitary Sewer Replacement Contract

### **BACKGROUND/DISCUSSION:**

In April of 2019, the Village approved a contract to CIPP line approximately 9,000 feet of sanitary sewer in the area east of Indianwood and south of Sauk Trail. During construction, it was discovered that approximately 2,400 feet in the planned area was deteriorated beyond the point where it could be lined. Thus, DPW directed the contractor to other sewers in the area that were able to be rehabilitated and began to develop a plan to replace what could not be lined. Phase 1 took place in the spring of 2020 with the replacement of approximately 1,200 feet of sewer on Oswego Street, between South Orchard and Neola Streets. This contract, Phase 2, seeks to replace another approximately 1,200 feet of sewer in the following locations:

- a) Directionally Drill / Pipe Burst: west parkway of Indianwood from 312 to 326; crossing Indianwood from 326 to 331; and in between 329/331 Indianwood and 330/332 Neola
- b) Open Cut: west parkway of Neola from 346 to the north right of way of Oswego; west parkway of Niagara in front of 316 and the open land to the north.

On Wednesday, July 29, 2020 at 2:00 p.m., the Department of Public Works opened 5 bids for the Indianwood Blvd. Sanitary Sewer Replacement Contract. Invitations to bid were published in the Daily Southtown and on our website. A total of 12 agencies requested access to view the bid documents. M/J Underground, located in Monee, IL, was the lowest bidder in the amount of \$258,618. This was lower than the Engineer's Estimate of \$361,880. See attached Bid Tab.

M/J Underground has performed numerous underground contracts for the Village previously and DPW has been satisfied with their work. They also successfully completed the Phase 1 replacement contract. Funds for this contract are located in the sewer fund where \$300,000 is allocated to sanitary sewer improvements within Capital Outlays.

**RECOMMENDATION:** Award the Indianwood Blvd. Sanitary Sewer Replacement Contract to M/J Underground, located in Monee, IL, and authorize the Village Manager to enter into said contract in the amount of \$258,618.00 with a 10% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$284,479.80.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of August 10, 2020 for your discussion.

**BID TABULATIONS**

VILLAGE OF PARK FOREST  
 350 VICTORY DRIVE  
 PARK FOREST, IL 60466  
 TEL:(708) 503-7702 FAX:(708) 503-6599

Project: INDIANWOOD BLVD.  
 SANITARY SEWER REPLACEMENTS

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineers Estimate		Copenhaver Construction		Airys		Archon Construction		M & J Underground		Performance Construction	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Remove, furnish, and install 8" PVC SDR 26 Sanitary Sewer	386	L.F.	\$100.00	\$38,600.00	\$110.00	\$42,460.00	\$70.00	\$27,020.00	\$187.00	\$72,182.00	\$60.00	\$23,160.00	\$125.00	\$48,250.00
2	Driectional Drill / Pipe Burst 8" PVC SDR 26 Sanitary Sewer	800	L.F.	\$200.00	\$160,000.00	\$190.00	\$152,000.00	\$300.00	\$240,000.00	\$217.00	\$173,600.00	\$78.00	\$62,400.00	\$178.00	\$142,400.00
3	Furnish and Install Existing Service Line Connections	12	Each	\$1,300.00	\$15,600.00	\$900.00	\$10,800.00	\$2,495.00	\$29,940.00	\$1,445.00	\$17,340.00	\$3,734.00	\$44,808.00	\$2,000.00	\$24,000.00
4	Remove, furnish, and install 6" PVC SDR 26 Sanitary Service Sewer (if additional pipe is needed beyond trench wall)	30	L.F.	\$125.00	\$3,750.00	\$50.00	\$1,500.00	\$76.00	\$2,280.00	\$55.00	\$1,650.00	\$136.00	\$4,080.00	\$60.00	\$1,800.00
5	Furnish and Install Connection to Existing Manhole	6	Each	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00	\$1,504.00	\$9,024.00	\$5,935.00	\$35,610.00	\$1,331.00	\$7,986.00	\$1,800.00	\$10,800.00
6	Furnish and Install 4' diameter Manhole with 9" frame and closed cover	3	Each	\$5,000.00	\$15,000.00	\$3,700.00	\$11,100.00	\$7,598.00	\$22,794.00	\$7,873.00	\$23,619.00	\$5,674.00	\$17,022.00	\$5,000.00	\$15,000.00
7	Furnish and Install granular trench backfill	420	L.F.	\$70.00	\$29,400.00	\$41.00	\$17,220.00	\$58.00	\$24,360.00	\$83.00	\$34,860.00	\$53.00	\$22,260.00	\$51.00	\$21,420.00
8	Furnish and Install HMA Street Patching (4")	170	S.Y.	\$110.00	\$18,700.00	\$48.00	\$8,160.00	\$83.00	\$14,110.00	\$107.00	\$18,190.00	\$69.00	\$11,730.00	\$60.00	\$10,200.00
9	Furnish and Install HMA Driveway Patching (4")	40	S.Y.	\$100.00	\$4,000.00	\$55.00	\$2,200.00	\$83.00	\$3,320.00	\$168.00	\$6,720.00	\$87.00	\$3,480.00	\$64.00	\$2,560.00
10	Furnish and Install PCC Driveway Patching (6.25")	200	S.Y.	\$150.00	\$30,000.00	\$57.00	\$11,400.00	\$87.00	\$17,400.00	\$142.00	\$28,400.00	\$89.00	\$17,800.00	\$90.00	\$18,000.00
11	Removal, Furnish, and Install 5" P.C.C. <u>Seperate Sidewalk</u>	20	SF	\$8.00	\$160.00	\$10.00	\$200.00	\$11.00	\$220.00	\$15.00	\$300.00	\$10.00	\$200.00	\$14.00	\$280.00
12	Removal, Furnish, and Install 6.25" P.C.C. <u>Seperate Sidewalk</u>	220	SF	\$10.00	\$2,200.00	\$10.00	\$2,200.00	\$12.00	\$2,640.00	\$15.00	\$3,300.00	\$11.00	\$2,420.00	\$16.00	\$3,520.00
13	Removal, Furnish, and Install 5" P.C.C. <u>Combination Sidewalk</u>	1,575	SF	\$8.00	\$12,600.00	\$9.00	\$14,175.00	\$10.00	\$15,750.00	\$15.00	\$23,625.00	\$12.00	\$18,900.00	\$22.00	\$34,650.00
14	Removal, Furnish, and Install 6.25" P.C.C. <u>Combination Sidewalk</u>	525	SF	\$9.00	\$4,725.00	\$16.00	\$8,400.00	\$11.00	\$5,775.00	\$15.00	\$7,875.00	\$13.00	\$6,825.00	\$25.00	\$13,125.00
15	Detectable Warnings	20	SF	\$26.00	\$520.00	\$30.00	\$600.00	\$28.00	\$560.00	\$36.00	\$720.00	\$26.00	\$520.00	\$36.00	\$720.00
16	Furnish and Install Parkway Restoration	350	SY	\$12.50	\$4,375.00	\$10.00	\$3,500.00	\$17.00	\$5,950.00	\$19.00	\$6,650.00	\$13.00	\$4,550.00	\$23.00	\$8,050.00
17	Soils Testing for Contaminants (LPC 663)	1	L.S.	\$1,000.00	\$1,000.00	\$5,200.00	\$5,200.00	\$1,665.00	\$1,665.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
18	Traffic Control and Protection	1	L.S.	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$4,441.00	\$4,441.00	\$4,375.00	\$4,375.00	\$8,296.00	\$8,296.00	\$60,000.00	\$60,000.00
19	Preconstruction Video Recording	1	L.S.	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$555.00	\$555.00	\$1,875.00	\$1,875.00	\$425.00	\$425.00	\$1,000.00	\$1,000.00
20	Inlet Protection	2	EA.	\$125.00	\$250.00	\$70.00	\$140.00	\$200.00	\$400.00	\$188.00	\$376.00	\$128.00	\$256.00	\$300.00	\$600.00
				<b>TOTAL</b>	<b>\$361,880.00</b>	<b>TOTAL</b>	<b>\$360,155.00</b>	<b>TOTAL</b>	<b>\$428,204.00</b>	<b>TOTAL</b>	<b>\$465,767.00</b>	<b>TOTAL</b>	<b>\$258,618.00</b>	<b>TOTAL</b>	<b>\$417,875.00</b>

## **AGENDA BRIEFING**

**DATE:** July 31, 2020

**TO:** Mayor Jon Vanderbilt  
Board of Trustees

**FROM:** Nicholas Christie – Assistant Village Engineer - DPW

**RE:** Awarding of the Well 2 Raw Water Main Repair Contract

### **BACKGROUND/DISCUSSION:**

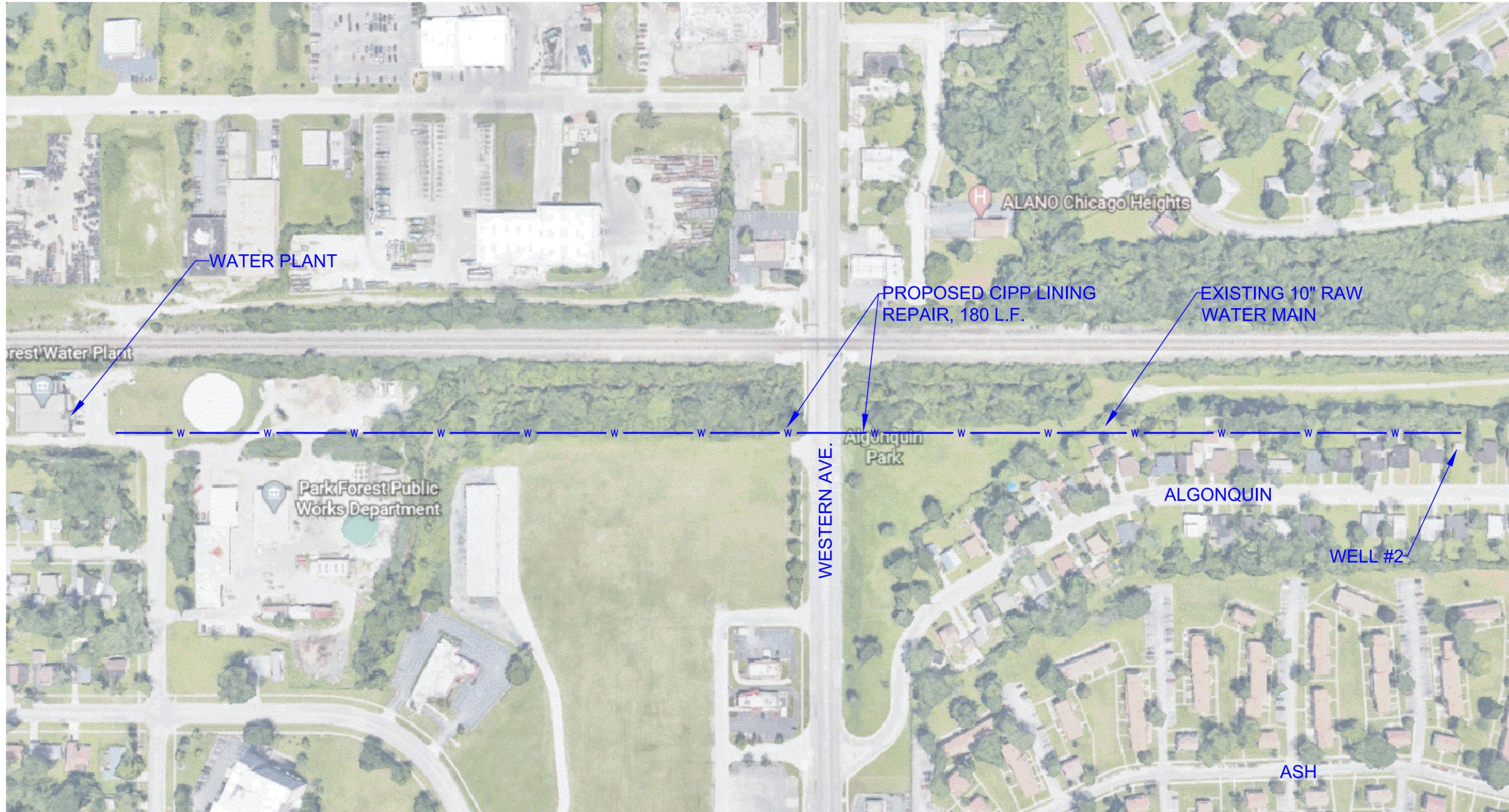
Well #2 is located on Algonquin Street, east of Western Avenue. The water main that delivers water from the Well to the Water Plant is fractured directly under Western Avenue. Repair of this main via a traditional open cut methods would likely necessitate a complete closure of Western Avenue and extensive repairs to the roadway. This would not be allowed by IDOT. Thus, Public Works turned to trenchless repair options and determined that Cured in Place Pipe Lining (CIPP) was the ideal rehabilitation method for this application. CIPP is more commonly used in sewer systems, though the Village did line water main on Sangamon Street approximately 4 years ago. Lining the water main under Western Avenue will allow us to rehabilitate the host pipe, while not disturbing traffic on Western Avenue.

On Tuesday, July 21, 2020 at 2:00 p.m., the Department of Public Works opened 5 bids for the Well 2 Raw Water Main Repair Contract. Invitations to bid were published in the Daily Southtown and on our website. A total of 7 agencies requested access to view the bid documents. M/J Underground, located in Monee, IL, was the lowest bidder in the amount of \$95,618.00. This was lower than the Engineer's Estimate of \$138,600. See attached Bid Tab.

M/J Underground has performed numerous underground contracts for the Village previously and DPW has been satisfied with their work. It should also be noted that Fer-Pal Construction is listed as the subcontractor responsible for the CIPP work. Fer-Pal is an industry leader in water main CIPP and they previously lined the main on Sangamon Street. Funds for this contract are located in the Water fund (Supply and Purification) where \$200,000 that was allocated with in Capital Outlays for this work.

**RECOMMENDATION:** Award the Well 2 Raw Water Main Repair Contract to M/J Underground, located in Monee, IL, and authorize the Village Manager to enter into said contract in the amount of 95,618.00 with a 10% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$105,179.80.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of August 10, 2020 for your discussion.



VILLAGE OF PARK FOREST  
 350 VICTORY DRIVE  
 PARK FOREST, IL 60466

WELL 2 RAW WATER MAIN CIPP LINING

PROJECT NUMBER: 20-6019-14  
 DATE: JULY 21, 2020

BIDDING TABULATION

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATED QUANTITY	Engineers Estimate		Michels		Fer-Pal Construction		H. Linden and Sons		Sheridan Plumbing		M & J Underground	
			UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Raw Water Main Rehabilitation	156 L.F.	\$550.00	\$85,800.00	\$718.00	\$112,008.00	\$686.00	\$107,016.00	\$400.00	\$62,400.00	\$695.00	\$108,420.00	\$247.38	\$38,591.28
2	Remove and Replace Water Main Open Cut (DIP) - 10 inch RJ	24 L.F.	\$200.00	\$4,800.00	\$265.00	\$6,360.00	\$287.25	\$6,894.00	\$400.00	\$9,600.00	\$200.00	\$4,800.00	\$1,001.45	\$24,034.80
3	Fire Hydrant	1 EACH	\$10,000.00	\$10,000.00	\$25,095.00	\$25,095.00	\$10,770.00	\$10,770.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$5,481.00	\$5,481.00
4	10" Solid Sleeves (RJ)	4 EACH	\$1,000.00	\$4,000.00	\$975.00	\$3,900.00	\$720.00	\$2,880.00	\$1,000.00	\$4,000.00	\$500.00	\$2,000.00	\$1,271.00	\$5,084.00
5	Disinfection and Testing of Water Mains and Hydrants	1 L.S.	\$2,000.00	\$2,000.00	\$6,575.00	\$6,575.00	\$1,450.00	\$1,450.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$9,963.00	\$9,963.00
6	Exploratory Excavation	10 L.F.	\$1,000.00	\$10,000.00	\$500.00	\$5,000.00	\$355.00	\$3,550.00	\$100.00	\$1,000.00	\$250.00	\$2,500.00	\$365.00	\$3,650.00
7	Restoration	1 L.S.	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$6,460.00	\$6,460.00	\$23,000.00	\$23,000.00	\$4,500.00	\$4,500.00	\$6,347.00	\$6,347.00
8	Traffic Control and Protection	1 L.S.	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$3,590.00	\$3,590.00	\$23,000.00	\$23,000.00	\$2,500.00	\$2,500.00	\$524.92	\$524.92
9	Preconstruction Video Recording	1 L.S.	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$1,942.00	\$1,942.00
<b>GRAND TOTAL</b>			<b>\$</b>	<b>\$138,600.00</b>		<b>\$180,438.00</b>		<b>\$144,760.00</b>		<b>\$134,000.00</b>		<b>\$133,920.00</b>		<b>\$95,618.00</b>