

VILLAGE OF BERKELEY

AGENDA

Tuesday, March 5, 2024

6:30 p.m.

Village Hall

5819 Electric Avenue

Berkeley, Illinois

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

4 Presentations and Appointment

5 Public Hearings

6 Consent Agenda

The matters listed for consideration on the Consent Agenda are routine in nature or have all been discussed by the Board of Trustees previously and are matters on which there was unanimity for placement on the Consent Agenda at this meeting.

6.1 Village Board Minutes from February 20, 2024

6.2 Executive Session Minutes from February 20, 2024 (**not for public release**)

7 Claims Ordinance

7.1 Motion to Approve Claims Ordinance #1526 in the amount of \$495,387.98

8 Committee Reports

8.1 Administration, Finance and Technology (Chair – Trustee Graf-Stone; Co-Chair – Trustee Mathews)

8.1.1 Trustee Liaison Report

8.1.2 Motion to Approve a Resolution Authorizing the Execution of a Membership Agreement between the Village of Berkeley, Cook County, Illinois and the Geographic Information System Consortium (GISC)

8.1.3 Motion to Approve a Resolution Authorizing the Execution of a Contract between the Village of Berkeley, Cook County, Illinois and Municipal GIS Partners, Inc. for GIS Services

8.1.4 Quarter 3 Financial Dashboard

Note: The Village of Berkeley, in compliance with the Americans with Disabilities Act (ADA), requests that any persons with disabilities, who have questions about the accessibility of the meeting or facility, contact Village Hall at 708-449-8840, to allow for reasonable accommodations to be made.

- 8.1.5 A Motion to Approve a Resolution Approving a Public Mural Easement Agreement for the 2024 Centennial Mural at 1750 N. Taft Avenue
- 8.1.6 A Motion to Approve a Resolution Approving a Professional Services Agreement for the 2024 Centennial Mural

8.2 Community and Economic Development (Chair – Trustee Salemi; Co-Chair – Trustee Thomas)

- 8.2.1 Trustee Liaison Report
- 8.2.2 Motion to Approve an Ordinance Amending the Berkeley Zoning Code to Increase the Wall Sign Area for Signs in the Village’s Industrial Zoning Districts

8.3 Public Safety (Chair – Trustee Mathews; Co-Chair – Trustee Hammar)

- 8.3.1 Trustee Liaison Report

8.4 Public Works and Utilities (Chair – Trustee Hammar; Co-Chair – Trustee Salemi)

- 8.4.1 Trustee Liaison Report
- 8.4.2 Motion to Approve a Resolution Authorizing the Execution of an Agreement between the Village of Berkeley, Cook County, and A&A Paving for Sealcoating Services in an amount not to exceed \$22,000.00

8.5 Intergovernmental Relations (Chair – Trustee Thomas; Co-Chair – Trustee Perez)

- 8.5.1 Trustee Liaison Report

8.6 Community Events (Chair – Trustee Perez; Co-Chair – Trustee Graf-Stone)

- 8.6.1 Trustee Liaison Report

9 Village President

- 9.1 Village President Report
- 9.2 3/19/24 Village Board Meeting at 6:30 p.m.

10 Village Administrator

11 Village Attorney

12 Public Comments and Questions

Please limit comments to three (3) minutes in length, unless further granted by the Board

Note: The Village of Berkeley, in compliance with the Americans with Disabilities Act (ADA), requests that any persons with disabilities, who have questions about the accessibility of the meeting or facility, contact Village Hall at 708-449-8840, to allow for reasonable accommodations to be made.

13 Executive Session

13.1 Motion to enter into Executive Session to consider the:

- a. Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employee(s) and/or Legal Counsel 5 ILCS 120/2 (c)(1)
- b. Collective Bargaining, Salary Schedules; categorically 5 ILCS 120/2 (c)(2)
- c. Appointment/Removal for Public Office or Attorney 5 ILCS 120/2 (c)(3)
- d. Consideration to Purchase, Lease (Buy), or Acquire Specific Real Estate Property 5 ILCS 120/2 (c)(5)
- e. Setting Price for Sale/Lease Specific Real Estate Property 5 ILCS 120/2 (c)(6)
- f. Security Procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, public, or public property. 5 ILCS 120/2 (c)(8)
- g. Probable or Imminent and Pending Litigation 5 ILCS 120/2 (c)(11)
- h. Establish Reserves or Settle Claims (Tort) 5 ILCS 120/2 (c)(12)
- i. Consideration of Release of Executive Session Minutes 5 ILCS 120/2 (c)(21)

14 Action After Executive Session

15 Adjournment

Note: The Village of Berkeley, in compliance with the Americans with Disabilities Act (ADA), requests that any persons with disabilities, who have questions about the accessibility of the meeting or facility, contact Village Hall at 708-449-8840, to allow for reasonable accommodations to be made.

VILLAGE OF BERKELEY

Minutes

Tuesday, February 20, 2024

6:30 p.m.

Village Hall

5819 Electric Avenue

Berkeley, Illinois

1 President Lee called the meeting to order at 6:30 p.m.

2 Pledge of Allegiance

3 Roll Call

Trustees Thomas, Hammar, Salemi, Perez, Graf-Stone, Village President Lee, Village Clerk Nowak

Also present: Village Administrator Espiritu, Village Attorney Smith, Assistant Village Administrator Miller, Deputy Chief Bresnahan, Public Works Director Wagner

4 Presentations and Appointment

4.1 Cook County Commissioner Frank J. Aguilar

WELCOME Commissioner Aguilar! Informs all of a new satellite office in Leyden township open first Wednesday of every month. Presents on current Cook County business.

5 Public Hearings

6 Consent Agenda

The matters listed for consideration on the Consent Agenda are routine in nature or have all been discussed by the Board of Trustees previously and are matters on which there was unanimity for placement on the Consent Agenda at this meeting.

6.1 Village Board Minutes from February 6, 2024

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar			X			
Diane Salemi	X		X			
Jerry Perez			X			
Sherry Graf-Stone		X	X			
Jason Mathews					X	

MOTION CARRIED

7 Claims Ordinance

7.1 Motion to Approve Claims Ordinance #1525 in the amount of \$491,816.38

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar			X			
Diane Salemi	X		X			
Jerry Perez		X	X			
Sherry Graf-Stone			X			
Jason Mathews					X	

MOTION CARRIED

8 Committee Reports

8.1 Administration, Finance and Technology (Chair – Trustee Graf-Stone; Co-Chair – Trustee Mathews)

8.1.1 Trustee Liaison Report

8.1.2 Monthly Report

Trustee Graf-Stone states that the Garden Club is currently on winter break. Admin team has been focusing on preparing budget. Team has filled a part-time position with a temporary employee.

8.1.3 Fiscal Year 2024 – 2025 Budget Workshop

Assistant Administrator Miller reviews budget, highlights current and upcoming projects. Budget starts on May 1, 2024. Trustee Graf-Stone brings attention to the Police and Fire Departments. Current space needs appear to need expansion, wants to incorporate space needs analysis into budget. Trustees and President Lee commend work done on budget. Administrator Espiritu points out Assistant Administrator Miller took the lead on budget and thanks for all the hard work. Board and Team commend on success on receiving grants.

8.2 Community and Economic Development (Chair – Trustee Salemi; Co-Chair – Trustee Thomas)

8.2.1 Trustee Liaison Report

Trustee Salemi informs all there is grant available to grocery stores from DCEO.

8.3 Public Safety (Chair – Trustee Mathews; Co-Chair – Trustee Hammar)

8.3.1 Trustee Liaison Report-no report

8.3.2 Monthly Reports

8.4 Public Works and Utilities (Chair – Trustee Hammar; Co-Chair – Trustee Salemi)

8.4.1 Trustee Liaison Report-no report

8.4.2 Monthly Report

8.4.3 Motion to Approve an Ordinance Authorizing Northern Illinois Gas Company (D/B/A Nicor Gas Company) Its Successor Assigns, to Construct, Operate, and Maintain a Gas Distributing System in and through the Village of Berkeley, Illinois

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar	X		X			
Diane Salemi		X	X			
Jerry Perez			X			
Sherry Graf-Stone			X			
Jason Mathews					X	

MOTION CARRIED

8.5 Intergovernmental Relations (Chair – Trustee Thomas; Co-Chair – Trustee Perez)

8.5.1 Trustee Liaison Report-no report

8.5.2 Motion to Approve a Resolution Authorizing the Execution of an Agreement Between the Village of Berkeley, Cook County, Illinois and the State of Illinois Environmental Protection Agency Accepting a Grant Award from the EPA Lead Service Line Inventory Program for an Amount not to Exceed \$40,000.00

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas	X		X			
Larry Hammar			X			
Diane Salemi			X			
Jerry Perez			X			
Sherry Graf-Stone		X	X			
Jason Mathews					X	

MOTION CARRIED

8.6 Community Events (Chair – Trustee Perez; Co-Chair – Trustee Graf-Stone)

8.6.1 Trustee Liaison Report

Trustee Perez reports Lions Club met February 9 for fundraiser dinner. Neighborhood watch is looking for more members, meetings are held every 3rd Thursday of the month at the Library.

9 Village President

9.1

Village President Report

President Lee thanks staff for budget and all the hard work on day to day operations. Reminds all Centennial time capsule will be revealed Saturday May 18, 2024 and that there are many more events planned for the year.

- 9.2 2/21/24 PML Dinner at 6:00 p.m.
- 9.3 2/27/24 PZC Meeting at 6:30 p.m.
- 9.4 3/5/24 Village Board Meeting at 6:30 p.m.

10 Village Administrator-Administrator Espiritu states executive session will be held this evening also states there is new application for food truck which will be featuring polish food.

11 Village Attorney-no report

12 Public Comments and Questions

Please limit comments to three (3) minutes in length, unless further granted by the Board

13 Executive Session

13.1 Motion to enter into Executive Session to consider the:

- a. Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employee(s) and/or Legal Counsel 5 ILCS 120/2 (c)(1)
- b. Collective Bargaining, Salary Schedules; categorically 5 ILCS 120/2 (c)(2)
- c. Appointment/Removal for Public Office or Attorney 5 ILCS 120/2 (c)(3)
- d. Consideration to Purchase, Lease (Buy), or Acquire Specific Real Estate Property 5 ILCS 120/2 (c)(5)
- e. Setting Price for Sale/Lease Specific Real Estate Property 5 ILCS 120/2 (c)(6)
- f. Security Procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, public, or public property. 5 ILCS 120/2 (c)(8)
- g. **Probable or Imminent and Pending Litigation 5 ILCS 120/2 (c)(11)**
- h. Establish Reserves or Settle Claims (Tort) 5 ILCS 120/2 (c)(12)
- i. Consideration of Release of Executive Session Minutes 5 ILCS 120/2 (c)(21)

Enter executive session at 7:35 p.m.

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar			X			
Diane Salemi	X		X			
Jerry Perez			X			
Sherry Graf-Stone		X	X			
Jason Mathews					X	

MOTION CARRIED

Exit executive session 7:57 p.m.

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar			X			
Diane Salemi			X			
Jerry Perez		X	X			
Sherry Graf-Stone	X		X			
Jason Mathews			X			

MOTION CARRIED

14 Action After Executive Session

15 Meeting Adjourned at 7:57 p.m.

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Roger Thomas			X			
Larry Hammar			X			
Diane Salemi			X			
Jerry Perez		X	X			
Sherry Graf-Stone	X		X			
Jason Mathews			X			

VOICE VOTE-MOTION CARRIED

Respectfully Submitted,

Belia Nowak, Village Clerk

Approved this 5th day of March, 2024

Robert E. Lee, Jr., Village President



Village of Berkeley

CLAIM ORDINANCE #1526

CHECKS FOR APPROVAL LIST PRESENTED TO THE BOARD OF TRUSTEES
AT THEIR MEETING ON MARCH 05, 2024

\$495,387.98

Accounts Payable

Transactions by Account

User: terih
 Printed: 02/29/2024 - 4:00PM
 Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Amount
10-00-2290-000	Berkeley Public Library	Personal Property Rplmnt. Tax, Sept-Dec'23	02/23/2024	9,090.03
		Vendor Subtotal:		9,090.03
10-10-5160-201	Perspectives, LTD.	Lunch&Learn 2/19/24	02/29/2024	450.00
		Vendor Subtotal:		450.00
10-10-5160-201	U.S. Bank	StaffLunchForLunch&Learn	02/29/2024	294.75
		Vendor Subtotal:		294.75
10-10-5201-000	Elrod Friedman LLP	LglSvcs/FOIA Matters. Jan'24	02/20/2024	310.00
10-10-5201-000	Elrod Friedman LLP	LglSvcs/IDOT EconomicDvlpmntPrgrm. Jan'24	02/20/2024	93.00
10-10-5201-000	Elrod Friedman LLP	LglSvcs/ZoningCode&Rgltns. Jan'24	02/20/2024	496.00
10-10-5201-000	Elrod Friedman LLP	LglSvcs/1101TaftSignVariation. Jan'24	02/20/2024	2,038.50
10-10-5201-000	Elrod Friedman LLP	LglSvcs/Plannong&ZoningCommsn. Jan'24	02/20/2024	992.00
10-10-5201-000	Elrod Friedman LLP	LglSvcs/ParkDistrict, BikePathWork. Jan'24	02/20/2024	310.00
10-10-5201-000	Elrod Friedman LLP	LglSvcs/VillageBoardMeetings. Jan'24	02/20/2024	806.00
10-10-5201-000	Elrod Friedman LLP	PD/General LglSvcs. Jan'24	02/20/2024	2,325.00
10-10-5201-000	Elrod Friedman LLP	PW-General LglSvcs. Jan'24	02/20/2024	93.00
10-10-5201-000	Elrod Friedman LLP	AdminDeptmnt. General LglSvcs. Jan'24	02/20/2024	7,347.00
		Vendor Subtotal:		14,810.50
10-10-5235-000	Robert Half	Admin- Labor Chrgs, L. Menninga	02/29/2024	629.00
		Vendor Subtotal:		629.00
10-10-5235-102	Lauterbach & Amen, LLP	AccountingSvcs/Adm- Jan'24	02/29/2024	3,329.60

<u>Account Number</u>	<u>Vendor</u>	<u>Description</u>	<u>GL Date</u>	<u>Amount</u>
		Vendor Subtotal:		3,329.60
10-10-5245-000	AT&T	VH FiberOpticsInternetBackupSvc2/11-3/10/24	02/21/2024	603.54
		Vendor Subtotal:		603.54
10-10-5245-000	Comcast	VH Internet Svc-Mar'24	02/28/2024	256.85
10-10-5245-000	Comcast	VH Internet Svc.Feb'24	02/20/2024	256.85
		Vendor Subtotal:		513.70
10-10-5245-000	Current Technologies Corporation	VMware vSphere,CommitmentPlan/16	02/28/2024	2,400.00
		Vendor Subtotal:		2,400.00
10-10-5245-000	U.S. Bank	NewTrusteeLaptops&Tablets	02/29/2024	2,422.37
		Vendor Subtotal:		2,422.37
10-10-5250-000	FedEx	Shipping, Sent 2/19/24	02/29/2024	54.68
		Vendor Subtotal:		54.68
10-10-5250-000	U.S. Post Office	Early Permit Fee- Permit #292	02/27/2024	330.24
		Vendor Subtotal:		330.24
10-10-5270-000	Verizon Wireless	Cell Phone Chrgs/14 Lines	02/21/2024	590.09
		Vendor Subtotal:		590.09
10-10-5300-000	Springbrook Holding Company, LLC	SftwrTraining/BP&LP Nov'23	02/23/2024	110.00
		Vendor Subtotal:		110.00
10-10-5415-000	Shaw Media	AnnlTreasurersReprt.1/25/24	02/21/2024	851.40

Account Number	Vendor	Description	GL Date	Amount
		Vendor Subtotal:		851.40
10-10-5446-000	ABC Humane Wildlife Control	SquirrelRemvd&TrapReset-5912 W.Maple	02/28/2024	65.00
10-10-5446-000	ABC Humane Wildlife Control	SquirrelRemvd&TrapReset-5912 W.Maple	02/28/2024	65.00
10-10-5446-000	ABC Humane Wildlife Control	SquirrelRemvd&TrapReset-5912 W.Maple	02/28/2024	65.00
10-10-5446-000	ABC Humane Wildlife Control	Svc&RebaitTrait@5912Maple,2/22/24	02/23/2024	75.00
		Vendor Subtotal:		270.00
10-10-5465-000	Creative Brick & Concrete	3-RusticRedMickeyCaps 1/2/24	02/21/2024	84.51
		Vendor Subtotal:		84.51
10-10-5485-000	Cintas Corporation	VH Logo Mats/7,2/16/24	02/21/2024	89.47
		Vendor Subtotal:		89.47
10-10-5485-000	Staples Advantage	Admin-Misc.Supplies 2/13/24	02/28/2024	218.02
		Vendor Subtotal:		218.02
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-Janitorial	02/29/2024	17.16
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-GuestBench	02/29/2024	119.98
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-FlowerPots	02/29/2024	73.62
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-WritingPads	02/29/2024	30.97
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-GuestBench	02/29/2024	119.98
10-10-5485-000	U.S. Bank	Admin-MiscSupplies-CellPhoneProtector&Case	02/29/2024	35.98
		Vendor Subtotal:		397.69
10-10-5504-000	Konica Minolta	Copier Lease/AD2, 2/21-3/21/24	02/21/2024	122.41
		Vendor Subtotal:		122.41
10-10-5510-000	MEM Electric Inc	AdminVault-LED WrapFixtureRepair 2/20/24	02/28/2024	374.96
		Vendor Subtotal:		374.96

Account Number	Vendor	Description	GL Date	Amount
10-10-5510-000	Trane U.S. Inc.	VH HVAC Sys/ReplFilters&Belts 2/28/24	02/29/2024	481.00
		Vendor Subtotal:		481.00
10-10-5600-000	Staples Advantage	Admin-Office Supplies 2/16/24	02/28/2024	22.39
		Vendor Subtotal:		22.39
10-10-5820-000	U.S. Bank	PD-GetWellBouquet,T.LaremsWife	02/29/2024	79.19
		Vendor Subtotal:		79.19
10-20-5178-000	Edward Occupational Health	PW-RandomTesting&AnnlFee	02/21/2024	49.68
		Vendor Subtotal:		49.68
10-20-5245-000	AT&T	PW FiberOpticsInternetBackupSvc2/11-3/10/24	02/21/2024	603.54
		Vendor Subtotal:		603.54
10-20-5510-000	NIR Roof Care, Inc.	PW-Roof Care Plan Svc Visit	02/29/2024	900.00
10-20-5510-000	NIR Roof Care, Inc.	PW-Roof Care Plan Svc Visit	02/29/2024	700.00
10-20-5510-000	NIR Roof Care, Inc.	PW-Roof Care Plan Svc Visit	02/29/2024	900.00
		Vendor Subtotal:		2,500.00
10-20-5520-000	Berkeley Auto Supply Inc	PW-HydraulicFluidToBeUsedForAllVehicles	02/23/2024	733.00
		Vendor Subtotal:		733.00
10-20-5572-000	U.S. Bank	PW- HandicappedSignForMetraStation	02/29/2024	28.44
		Vendor Subtotal:		28.44
10-20-5610-000	U.S. Bank	PW- MiscSupplies,Batteres	02/29/2024	22.99
		Vendor Subtotal:		22.99

Account Number	Vendor	Description	GL Date	Amount
10-21-5175-000	Edward Occupational Health	PD-RandomTesting&AnnlFee	02/21/2024	258.72
		Vendor Subtotal:		258.72
10-21-5175-000	Elmhurst Occupational Health	PD DrugTestng/2 Employees	02/21/2024	427.00
		Vendor Subtotal:		427.00
10-21-5300-000	Illinois Tollway	PD Tolls- 47. 10/1-12/31/23	02/29/2024	32.45
		Vendor Subtotal:		32.45
10-21-5300-000	U.S. Bank	PD-ICFA Training,P.Wegner	02/29/2024	51.50
		Vendor Subtotal:		51.50
10-21-5445-000	Magnificent Mutts Rescue	Animal Control Contract Fee-Mar'24	02/29/2024	100.00
10-21-5445-000	Magnificent Mutts Rescue	Animal Control Contract Fee-Feb'24	02/22/2024	100.00
10-21-5445-000	Magnificent Mutts Rescue	Animal Control Contract Fee-Jan'24	02/22/2024	100.00
		Vendor Subtotal:		300.00
10-21-5520-000	Fleet Safety Supply	PD-Equipment for New Squad	02/20/2024	615.69
		Vendor Subtotal:		615.69
10-21-5520-604	Commercial Tire Service Inc	PD-4 Tires&DismountBalance	02/21/2024	780.84
		Vendor Subtotal:		780.84
10-21-5520-605	Commercial Tire Service Inc	PD-4 Tires for Veh605	02/22/2024	820.84
10-21-5520-605	Commercial Tire Service Inc	PD-1 Tires for Veh605	02/22/2024	205.21
		Vendor Subtotal:		1,026.05
10-21-5520-605	Illinois Communications Sales Inc.	PD-LinearStrobeTube.Veh605	02/21/2024	176.00
		Vendor Subtotal:		176.00

Account Number	Vendor	Description	GL Date	Amount
10-21-5520-606	Commercial Tire Service Inc	PD-1 Tire&DismountBalance	02/21/2024	193.59
10-21-5520-606	Commercial Tire Service Inc	PD-1 Tire&Dismount&Balance	02/21/2024	208.59
		Vendor Subtotal:		402.18
10-21-5520-608	Kraffikare Automotive, Inc.	PD-SerpntnBelt,RadiatrHose,Strut&ShockAssmby	02/23/2024	3,606.07
		Vendor Subtotal:		3,606.07
10-21-5525-000	Technology Management Rev Fund	Communication Svcs. Jan'24	02/20/2024	314.39
		Vendor Subtotal:		314.39
10-21-5670-000	City of Elmhurst	PD- Range Rental Agreement 2024	02/29/2024	750.00
		Vendor Subtotal:		750.00
10-22-5180-000	Edward Occupational Health	FD-RandomTesting&AnnlFee	02/21/2024	256.60
		Vendor Subtotal:		256.60
10-22-5180-000	Elmhurst Occupational Health	FD Physical&DrugTestng/5 Employees	02/21/2024	889.00
		Vendor Subtotal:		889.00
10-22-5245-000	Verizon Wireless	FD VehJetpacks&ModemChrgs,1/9-2/8/24	02/21/2024	144.04
		Vendor Subtotal:		144.04
10-22-5300-000	Addison Fire Protection District #1	FD- Training Site Fee	02/23/2024	250.00
		Vendor Subtotal:		250.00
10-22-5345-000	Illinois Fire Inspectors Association	FD-Pledge24358 IFIA-D.Tragesser	02/28/2024	450.00
		Vendor Subtotal:		450.00

<u>Account Number</u>	<u>Vendor</u>	<u>Description</u>	<u>GL Date</u>	<u>Amount</u>
10-22-5600-000	Staples Advantage	FD-Office Supplies 2/12/24	02/28/2024	240.31
		Vendor Subtotal:		240.31
10-22-5610-000	Case Lots Inc.	PW-BlackCanLiners	02/21/2024	39.95
		Vendor Subtotal:		39.95
10-22-5610-000	Staples Advantage	FD-Misc.Supplies 2/12/24	02/28/2024	651.86
		Vendor Subtotal:		651.86
10-22-5652-000	Linde Gas & Equipment Inc.	Oxygen Cylinders, 1/20-2/20/24	02/22/2024	82.46
		Vendor Subtotal:		82.46
10-22-5652-000	Zoll Medical Corporation	FD-@LithiumBatteries&ThermalPaper	02/20/2024	809.34
		Vendor Subtotal:		809.34
10-22-6650-000	Fireground Supply, Inc.	FD-DryblendT-Shirts&TriblendCrews	02/22/2024	418.36
		Vendor Subtotal:		418.36
		Subtotal for Fund: 10		55,530.00
25-00-5350-000	ComEd	MetraStnLts,1/11-2/9/24	02/20/2024	172.78
		Vendor Subtotal:		172.78
25-00-5587-000	AT&T	Metra Station Internet,2/15-3/14/24	02/28/2024	114.69
		Vendor Subtotal:		114.69
		Subtotal for Fund: 25		287.47
28-00-5355-000	ComEd	McDermottDrStLts,12/12-1/16/24	02/20/2024	4,926.21

Account Number	Vendor	Description	GL Date	Amount
		Vendor Subtotal:		4,926.21
28-00-5355-000	ComEd	StCharles&ButtrfldStLts,1/11-2/9/24	02/20/2024	328.87
		Vendor Subtotal:		328.87
		Subtotal for Fund: 28		5,255.08
35-00-5201-000	Elrod Friedman LLP	LglSvcs/TIF#2 McDermott/StCharles.Jan'24	02/20/2024	198.00
35-00-5201-000	Elrod Friedman LLP	LglSvcs/TIF#1 StCharlesRd.Jan'24	02/20/2024	198.00
		Vendor Subtotal:		396.00
		Subtotal for Fund: 35		396.00
50-00-5225-000	Water Services Co	Test & Certify RPZ/58,2/22/24	02/28/2024	3,770.00
		Vendor Subtotal:		3,770.00
50-00-5235-000	Baxter and Woodman Inc.	EngSvcs/IEPA LoanAssistLSLR 1/16-2/9/24	02/23/2024	381.67
50-00-5235-000	Baxter and Woodman Inc.	EngSvcs/LeadServiceLineInvntry 1/12-2/9/24	02/23/2024	326.25
50-00-5235-000	Baxter and Woodman Inc.	EngSvcs/2024 MWRD IICP AnnlSummaryRprt	02/23/2024	2,998.75
		Vendor Subtotal:		3,706.67
50-00-5235-000	Lauterbach & Amen, LLP	AccountingSvcs/Wtr- Jan'24	02/29/2024	416.20
		Vendor Subtotal:		416.20
50-00-5245-000	Verizon Wireless	WtrTwrHotspotChrg,1/9-2/8/24	02/21/2024	35.01
		Vendor Subtotal:		35.01
50-00-5380-000	Hillside-Berkeley Water Commission	Wtr/MtrReading(#859)12/28-1/28/24	02/20/2024	57,840.88
50-00-5380-000	Hillside-Berkeley Water Commission	Wtr/MtrReading(#238)12/28-1/28/24	02/20/2024	40,833.04
50-00-5380-000	Hillside-Berkeley Water Commission	Water/MtrReading(#859),1/28-2/28/24	02/28/2024	64,104.52
50-00-5380-000	Hillside-Berkeley Water Commission	Water/MtrReading(#238),1/28-2/28/24	02/28/2024	45,298.36

Account Number	Vendor	Description	GL Date	Amount
		Vendor Subtotal:		208,076.80
50-00-5470-000	Springbrook Holding Company, LLC	Online UtilBillPmtTransFees/Wtr.Jan'24	02/23/2024	427.00
		Vendor Subtotal:		427.00
50-00-5545-000	Fer-Pal Construction USA LLC	Water Main Lining Project-Pay Request #2	02/21/2024	155,572.96
		Vendor Subtotal:		155,572.96
50-00-5850-000	Hillside-Berkeley Water Commission	Water/Capacity Chrg-Jan'24	02/21/2024	28,655.69
50-00-5850-000	Hillside-Berkeley Water Commission	Water/Capacity Charge-Feb24	02/28/2024	28,655.69
		Vendor Subtotal:		57,311.38
		Subtotal for Fund: 50		429,316.02
54-00-5235-000	Lauterbach & Amen, LLP	AccountingSvcs/Swr- Jan'24	02/29/2024	416.20
		Vendor Subtotal:		416.20
54-00-5470-000	Springbrook Holding Company, LLC	Online UtilBillPmtTransFees/Swr.Jan'24	02/23/2024	427.00
		Vendor Subtotal:		427.00
54-00-5540-100	Baxter and Woodman Inc.	EngSvcs/2024SanitaryRehabCnstrctnSvcs 2/7/24	02/23/2024	22.50
54-00-5540-100	Baxter and Woodman Inc.	EngSvcs/2023SanitaryRehab 1/15-2/9/24	02/23/2024	3,737.71
		Vendor Subtotal:		3,760.21
		Subtotal for Fund: 54		4,603.41
		Report Total:		495,387.98

CHECKLIST OF BILLS PRESENTED FOR APPROVAL ON MARCH 05, 2024
SUMMARY BY FUND

10	GENERAL FUND	\$55,530.00
21	UTILITY FUND	\$0.00
23	REFUSE DISPOSAL FUND	\$0.00
25	METRA PARKING LOT FUND	\$287.47
26	ILLINOIS TOLLWAY FUND	\$0.00
28	MOTOR FUEL FUND	\$5,255.08
30	VEHICLE FUND	\$0.00
31	CENTENNIAL FUND	\$0.00
34	TIF 1 FUND	\$0.00
35	TIF 2 FUND	\$396.00
37	REFUNDING BOND FUND	\$0.00
38	CAPITAL PROJECT-RESERVE FUND	\$0.00
40	DEBT FUND	\$0.00
50	WATER FUND	\$429,316.02
52	WATER RESERVE FUND	\$0.00
54	SEWER FUND	\$4,603.41
56	SEWER RESERVES FUND	\$0.00
58	E911 FUND	\$0.00
59	PROPERTY FORFEITURE FUND	\$0.00
68	PERFORMANCE BOND FUND	\$0.00
		\$495,387.98

To the Finance Director:

The payment of the above listed accounts has been approved by the Board of Trustees at their meeting held on March 05, 2024 and you are hereby authorized to pay them from the appropriate fund.

Village President

Village Clerk



Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

Phone: 708-449-8840 | Fax: 708-449-6189 | www.berkeley.il.us

MEMORANDUM

TO: Village President
Village Board of Trustees

CC: Rudy Espiritu, Village Administrator

FROM: Joe Wagner, Public Works Director
Justyn Miller, Assistant Village Administrator

DATE: March 1, 2024

RE: Geographic Information System (GIS) Consortium Membership

Background

Like many other local governments, the Village has bought and had access to a Geographic Information System (GIS) for a number of years. The Village has previously worked with a consultant to get very basic information into this system including zoning, TIF Districts, and basic utilities. Staff has attempted to continue developing the Village's GIS system without success and looked for new opportunities elsewhere to accomplish this goal. Staff did consider other options but concluded that the GIS Consortium was the best way forward due to the cost, scalability, and shared knowledge received from being a Consortium member.

Staff came upon the GIS Consortium which is a Private-Public Partnership (PPP) founded in 1994 by the City of Highland Park. In 1998, Municipal GIS Partners (MGP), was selected to provide a shared services model for GIS services. The mission of the GIS Consortium is to reduce the cost and risk of GIS for small- and medium-sized communities. As of today, there are currently 43-member municipalities in the Consortium. Village staff applied, went through an interview process with MGP and Consortium staff, and were approved by a majority of Consortium members for membership.

Municipalities in the Consortium pay for GIS staff service hours and fund technology needed to host and run GIS services for Consortium members. MGP provides GIS staff and expertise to Consortium members. Also, with 43 members, Consortium members receive the benefits of cost savings due to economies of scale. *The Village would purchase approximately 330 hours of staff time per year.*

Village Use of Consortium Services

Currently, the Village has a lot of good data collected but no way of effectively presenting it in a way that could enhance department operations in the areas of planning, maintenance, and communications. Through a variety of established applications, department users can interact with



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data layers across a Village of Berkeley base map that identifies homes, streets, utilities, zones/districts and publicly owned assets including but not limited to trees, signs, and hydrants. In many ways, any department can utilize the technology with limitless possibilities for success. Any module created for a Consortium member can be copied, replicated, and scaled for another member's use.

With regard to planning, a GIS system is a multifaceted tool that can be used with great effectiveness. For instance, where it applies to the Public Works Department, creating a history of locations where water main breaks have occurred quickly identifies areas to target for future projects. Within the Police Department, attaching violation information to a base map can illustrate where resources need to be focused to address certain behaviors. In the Fire Department, staff could keep track of response times within the Village regarding a variety of incident types. For the Administration Department, staff could use a basemap to share information across departments based upon address including water billing, code, and building related matters.

A key advantage to the GIS Consortium is access to the diverse line of applications that have already been built and used by members for the purpose of maintenance within their communities. For instance, a tree maintenance application can be updated by staff every time a tree is trimmed, inspected, removed, and even replanted. Interacting with such an application can guide maintenance efforts and track progress. Similarly, street repairs such as pothole filling and curb maintenance can be tracked, thereby assisting with future planning for long-term repairs. Sewer cleaning can be tracked to maintain a cleaning cycle and restoration progress can lead to more efficient expenditures where it comes to projects. An Emergency Management application can identify hard hit areas of the Village during severe weather and steps can be taken to mitigate those impacts in the future.

As a tool for effective communications, a GIS program unlocks several options for presenting concise information to the public in a simple visual manner. Parade routes can be mapped, construction projects can be displayed, special events can be announced, interactive maps can even be paired with photos. Not only can these tools be shared online with the general public, but in many ways this information can be in the hands of staff working in the field, becoming yet another option for in-person discussions

Undoubtedly there are enough applications that have already been built through the consortium that Village departments will have no problem finding value in this partnership.

Previous Action

None.



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Recommendation

- Staff recommends the Approval of a Resolution authorizing the execution of a Membership Agreement between the Village of Berkeley, Cook County, Illinois and the Geographic Information System Consortium
- Staff recommends the Approval of a Resolution Authorizing the Execution of a Contract between the Village of Berkeley, Cook County, Illinois and Municipal GIS Partners, Inc. for GIS Services

Budgeted Amount

The cost to join the Consortium will vary year-to-year, with year one costs being higher due to the Village joining. Five-year cost estimates were provided to the Village. Calendar Year (CY) 2024-\$56,529, CY 2025-\$51,052, CY 2026-\$52,517, CY 2027-\$54,026, CY 2028-\$55,581. The cost will be split in thirds to the Water (1/3), Sewer (1/3), and General Funds (1/3).

Action

- A Motion to Approve a Resolution authorizing the execution of a Membership Agreement between the Village of Berkeley, Cook County, Illinois and the Geographic Information System Consortium
- A Motion to Approve a Resolution Authorizing the Execution of a Contract between the Village of Berkeley, Cook County, Illinois and Municipal GIS Partners, Inc. for GIS Services

Attachments

- Resolution authorizing the execution of a Membership Agreement between the Village of Berkeley, Cook County, Illinois and the Geographic Information System Consortium
- GIS Membership Agreement
- Resolution Authorizing the Execution of a Contract between the Village of Berkeley, Cook County, Illinois and Municipal GIS Partners, Inc. for GIS Services
- GIS Consortium Service Provider Contract
 1. Statement of Work
 2. Insurance

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF MEMBERSHIP AGREEMENT
BETWEEN THE VILLAGE OF BERKELEY, COOK COUNTY, ILLINOIS
AND THE GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

WHEREAS, the Village of Berkeley ("**Village**") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into membership in the "Geographic Information System Consortium," by and between the Village and the Geographic Information System Consortium, which is attached hereto as EXHIBIT A and made a part hereof ("**Agreement**"); and

WHEREAS, the Village has the authority to enter into the Agreement pursuant to its home rule authority, and the President and Board of Trustees of the Village find that entering into the attached Agreement is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BERKELEY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution. That the President and Board of Trustees of the Village authorize the execution of, and approve entering into, the Agreement, and authorize and direct the Village President, the Village Administrator and the Village Clerk, or their designees, to execute and deliver the Agreement and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. Further, the President and Board of Trustees of the Village authorize and direct Village staff to take all actions that are necessary to comply with all of the applicable obligations of the Village under the Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision will not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution are repealed.

SECTION 5: Effectiveness. That this Resolution will be in full force and effect upon its adoption and approval according to law.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote of the President and Board of Trustees as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
L. W. Hammar						
Sherry Graf-Stone						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee, Jr., Village President

ATTEST:

Belia Nowak, Village Clerk

Published in pamphlet form this 5th day of March, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on March 5th, 2024.

EXHIBIT A
AGREEMENT

(attached)

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ___ day of _____, 20___, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISCS, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISCS in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISCS's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISCS or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISCS, shall forfeit its claim to any assets of GISCS. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

RESOLUTION NO. 24 -

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
BETWEEN THE VILLAGE OF BERKELEY, COOK COUNTY, ILLINOIS AND
MUNICIPAL GIS PARTNERS INC. FOR GIS SERVICES**

WHEREAS, the Village of Berkeley (“Village”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has the responsibility to increase staff efficiency, provide innovative solutions, and join intergovernmental collaboration efforts which make the community better; and

WHEREAS, the Village explored options for GIS services and found the GIS Consortium to be the most effective to achieve these goals; and

WHEREAS, the Village has the authority to enter into the Contract pursuant to its home rule authority, and the President and Board of Trustees of the Village find that entering into the attached Agreement is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BERKELEY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Acceptance of Contract. That the Village President and Board of Trustees hereby accept and approve the contract from Municipal GIS Partners, Inc. attached hereto as EXHIBIT A, and authorize the Village Administrator or designee to execute a contract with Municipal GIS Partners, Inc.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote as follows:

Trustee	Motion	Secon	Ayes	Nays	Absent	Abstain
Sherry Graf-Stone						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Larry Hammar						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee Jr., Village President

ATTEST:

Belia Nowak, Village Clerk

Published in pamphlet form this 5th day of March, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on March 5, 2024.

Exhibit A

(GIS Consortium Service Provider Contract)

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of April, 2024 (the “*Effective Date*”), by and between the Village of Berkeley, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for nine (9) months (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant’s or Consultant Personnel’s possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality’s Notice to the Consultant of the Municipality’s receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein “FOIA”), the Consultant shall furnish all requested records in the Consultant’s possession which are in any manner related to this Contract or the Consultant’s performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant’s possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant’s Costs associated with such FOIA request or requests including Costs arising from the Consultant’s failure or alleged failure to timely furnish such documentation and/or arising from the Consultant’s failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant’s and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Berkeley
5819 Electric Avenue
Berkeley, IL 60163
Attention: Justyn Miller
E-mail: jmiller@berkeley.il.us

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF BERKELEY

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Berkeley (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: April 1, 2024, through December 31, 2024

Direct Program Hours: 248.00

Onsite presence: Average of 3.10 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$3,846.48** per month. The total contract value for the agreement period is **\$34,618.32**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

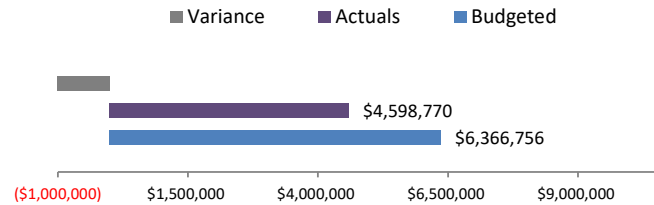
- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

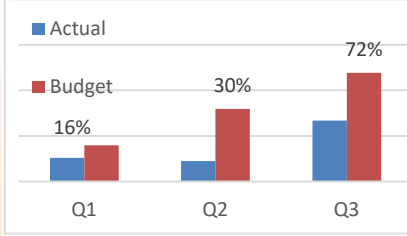


FY 24 Village of Berkeley Finance Dashboard Q3

General Fund YTD Revenues: Budget vs. Actuals (FY 24)



YTD Revenues by Quarter

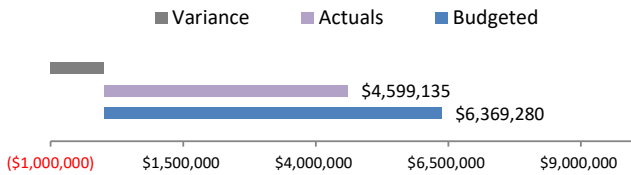


Capital Projects (24)

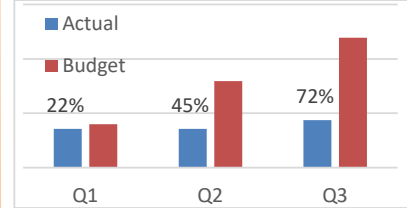
Proviso Drive Reconstruction

Total Cost	Funding Secured	%
\$3,240,770	\$3,086,321	95%

General Fund YTD Expenses: Budget vs. Actuals (FY 24)



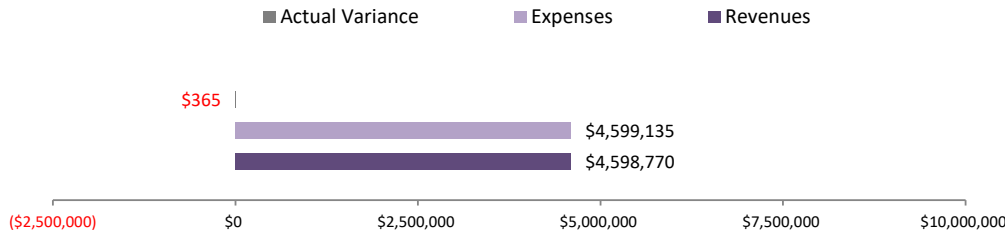
YTD Expenses by Quarter



Timeline of Key Activities

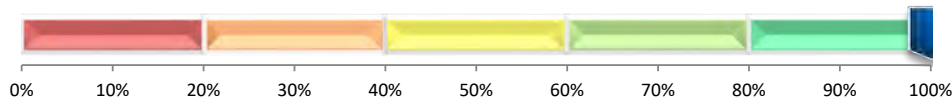
- Oct 2019: Phase I Engineering Completed
- Aug 2021: Phase II Engineering Completed
- October 2021: ROW Acquisition Completed
- January 2022: Construction Bid Letting
- Sept 2022 - November 2022: Construction
- March 2023 - July 2023: Construction

General Fund YTD Revenues vs Expenses: Actuals with Variance (FY 24)



General Fund YTD Revenues vs Expenses (RVE) Score (FY 24)

100%



Strategic Plan (FY 23-24)

- Community Roundtable Current
- Board Liaison Program Current
- Increase Public Outreach Current
- Economic Development In Process
- Explore Collaboration In Process
- Infrastructure Projects In Process
- Fiscal Stewardship Current



Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

Phone: 708-449-8840 | Fax: 708-449-6189 | www.berkeley.il.us

MEMORANDUM

TO: Village President
Village Board of Trustees

FROM: Rudy Espiritu, Village Administrator

DATE: March 1, 2024

RE: Centennial Mural Artist and Easement Agreements

Background

The Centennial Mural Committee sought proposals from three artists to paint a historical mural on the LeDonne wall as part of the Village's centennial year. The Centennial Mural Committee and Centennial Executive Committee is recommending approval of an agreement with Eulojio Ortega to paint the mural at a cost not to exceed \$26,800.

Attached also for approval is an easement agreement with LeDonne Hardware, allowing the mural to be painted on their wall on Electric Avenue. There is no cost to the Village for the easement, but the Village is committing to reimbursing LeDonne Hardware the costs to replace some bricks on the wall to provide a continuous level surface for the mural.

Previous Action

The artist selected to paint mural was recommended after review by the Centennial Mural Committee and the Centennial Executive Committee after review of three proposals.

Recommendation

It is the recommendation of Village staff that the Village Board of Trustees Approve a Resolution Approving a Public Mural Easement Agreement for the 2024 Centennial Mural at 1750 N. Taft Avenue and also Approve a Resolution Approving a Professional Services Agreement for the 2024 Centennial Mural

Budgeted Amount

The Public Mural will be paid through the sponsorships that will be received as part of the Centennial.

Action

A Motion to Approve a Resolution Approving a Public Mural Easement Agreement for the 2024 Centennial Mural at 1750 N. Taft Avenue and



Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

Phone: 708-449-8840 | Fax: 708-449-6189 | www.berkeley.il.us

A Motion to Approve a Resolution Approving a Professional Services Agreement for the 2024 Centennial Mural

Attachments

1. Resolution Approving a Public Mural Easement Agreement for the 2024 Centennial Mural at 1750 N. Taft Avenue
2. Grant of Public Mural Easement (LeDonne True Value Hardware – 1750 N. Taft Avenue)
3. Resolution Approving a Professional Services Agreement for the 2024 Centennial Mural
4. Professional Services Agreement for 2024 Centennial Mural
5. Before and after renderings of a proposed Centennial mural on the LeDonne wall

RESOLUTION NO. _____

**RESOLUTION APPROVING A PUBLIC MURAL EASEMENT AGREEMENT
FOR THE 2024 CENTENNIAL MURAL AT 1750 N. TAFT AVENUE**

WHEREAS, the Village of Berkeley ("**Village**") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, George A. LeDonne Jr. and Michael A. LeDonne (collectively, the "**Grantors**") own the property located at 1750 N. Taft Avenue in the Village ("**Property**"); and

WHEREAS, the Village desires to install an outdoor mural on the Property that reflects the spirit of the Village ("**Mural**") in celebration of the Village's centennial anniversary; and

WHEREAS, the Grantors desire to grant the Village a public mural easement to install, display, exhibit, maintain, repair, and remove the Mural on an exterior wall of a building on the Property; and

WHEREAS, the Village desires to enter into an easement agreement with the Grantor to paint the Mural on the Property, in the form attached as **Exhibit A** ("**Agreement**"); and

WHEREAS, the President and Board of Trustees of the Village find that entering into the Agreement with the Grantors is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BERKELEY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement. That the Village President and Board of Trustees approve the Agreement, with such changes thereto as are approved by the Village Administrator.

SECTION 3: Execution. That the Village President and the Village Clerk are authorized and directed to execute and attest the Agreement on behalf of the Village.

SECTION 4: Effectiveness. That this Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote of the President and Board of Trustees as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Sherry Graf-Stone						
L.W. Hammar						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee, Jr., Village President

ATTEST:

Belia Nowak, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on _____, 2024.

EXHIBIT A
AGREEMENT

**GRANT OF PUBLIC MURAL EASEMENT
(LEDONNE TRUE VALUE HARDWARE – 1750 N. TAFT AVENUE)**

THIS GRANT OF PUBLIC MURAL EASEMENT (“*Easement Grant*”) is given as of March 5 2024 (“***Effective Date***”) by George A. Le Donne Jr. and Michael A. Le Donne (collectively, the “***Grantor***”), to the Village of Berkeley, Cook County, Illinois (“***Village***”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

I. BACKGROUND.

A. Grantor is the sole fee simple title holder of the property commonly known as 1750 N. Taft Avenue, Berkeley, Illinois (PINs 15-07-307-073-0000, 15-07-307-020-0000, and 15-07-307-070-0000) and legally described in **Exhibit A** attached hereto (collectively, the “***Property***”).

B. Grantor agrees to grant the Village an easement to install, display, exhibit, maintain, repair, and remove a public mural on an exterior wall of a building on the Property (“***Mural***”) in accordance with and subject to the terms and provisions of this Easement Grant. Grantor also agrees to grant the Village a right of first refusal to acquire the Property or portions thereof.

C. The Village agrees to grant Grantor a temporary non-exclusive revocable license (“***Parking License***”) for short-term parking on the Village-owned parking lot in the vicinity of the Property.

II. GRANT AND USE OF EASEMENT. Grantor grants, conveys, warrants, and dedicates to the Village, its successors and assigns, an exclusive public mural easement in, upon, along, and across that approximately 70 feet wide by 13 feet tall portion of the exterior wall of the building on the Property fronting on Electric Avenue as more particularly depicted on **Exhibit B** attached hereto (“***Easement Premises***”) for the Mural together with all reasonable rights of ingress and egress over, along, across, and upon the Property necessary for the exercise of the rights granted herein.

A. Grantor must ensure that the Easement Premises is accessible at all times to the Village and its officials, employees, agents, and contractors (collectively, the “***Village Affiliates***”).

B. Grantor must replace bricks within the Easement Premises before May 31, 2024 with bricks or another material that provides a continuous level surface with the remainder of the Easement Premises. The Village will reimburse Grantor the reasonable costs of replacing the bricks within 30 days of a written request.

C. The Village and the Village Affiliates may install, display, exhibit, maintain, repair, and remove the Mural on the Easement Premises as determined by the Village in its sole discretion. The design and contents of the Mural will be selected by the Village in its sole discretion. The manner of installation, display, exhibition, maintenance, repair, and removal of the Mural will be determined by the Village in its sole discretion. If the Village removes the Mural, the Village will restore the Easement Premises to its original condition, ordinary and normal wear and

tear excepted, and except that the original brick surface of the Easement Premises may be restored by painting it a neutral color selected by the Village.

D. The Village will retain sole ownership of the Mural and will retain all rights in the Mural, including, without limitation, copyrights, display rights, and exhibition rights.

E. Grantor must keep the Easement Premises and Mural free from obstructions, except that a hardware store operating on the Property may display flowers and goods for sale in front of the Easement Premises and Mural in the same manner as the store has typically displayed such items prior to the Effective Date.

F. The Village may inspect the Easement Premises to determine Grantor's compliance with the terms of this Easement Grant.

III. **RESERVED RIGHT.** Grantor retains the right to use the Easement Premises in any manner that will not prevent or interfere in any way with either (a) the limitations on the Easement Premises granted herein; or (b) the Village's rights granted herein.

IV. **PARKING LICENSE.** The Village grants Grantor, its employees, and its customers, a temporary non-exclusive revocable license ("***Parking License***") for short-term parking on the Village-owned parking lot located at the northwest corner of Ridge Avenue and Taft Avenue, as depicted in **Exhibit C** attached hereto ("***Village Lot***"). Grantor may park one (1) commercial vehicle in the Village Lot for business purposes related to a hardware store operating on the Property. The Village Administrator may modify the number and location of parking spaces subject to the Parking License. The Village may terminate the Parking License on 60 days' notice to Grantor and such termination will not affect the remainder of this Easement Grant.

V. **COVENANTS RUNNING WITH THE LAND.** The easement and rights granted in this Easement Grant, the restrictions imposed by this Easement Grant, and the agreements and covenants contained in this Easement Grant are easements, rights, restrictions, agreements and covenants running with the land, will be recorded at the Village's expense against title to the Property and is binding upon and inures to the benefit of Grantor and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Easement Grant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of J.B Pritzker, current Governor of the State of Illinois. The Parking License does not run with the land of the Village Lot and this Easement Grant will not be recorded against title of the Village Lot.

VI. **RIGHT OF FIRST REFUSAL.** The Village has a right of first refusal ("***ROFR***") as to the Property under the following terms. If Grantor receives a *bona fide* offer from a third party to purchase all or any portion of the Property (the portion subject of the offer being the "***Available Property***") on terms which Grantor is willing to accept, Grantor must provide written notice thereof to the Village ("***Notice of Offer***"), specifying the material terms and conditions of the proposed *bona fide* conveyance. Within 45 days following its receipt of a Notice of Offer, the Village must advise Grantor in writing whether the Village elects to acquire the Available Property on the terms and conditions set forth in the Notice of Offer. If the Village fails to notify Grantor of the Village's

election within such period, then the Village will be deemed to have elected not to acquire lease the Available Property pursuant to that Notice of Offer. If the Village timely notifies Grantor that the Village elects to acquire the Available Property on the terms and conditions set forth in the Notice of Offer, then Grantor must convey the Available Property to the Village upon the terms and conditions set forth in the Notice of Offer.

VII. **REMEDIES.** The Village and Grantor acknowledge that breaches of this Easement Grant will result in substantial harm to the public interest, which harm is difficult or impossible to prove as actual damages in an action hereunder. The Village and Grantor agree that the prevailing party in an action for the breach of this Easement Grant shall be entitled to (a) specific performance of the terms of this Agreement, (b) reasonable attorney's fees, and (c) any other remedies available at law or in equity. The rights under this Easement Grant are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

VIII. **TERMINATION.** This Easement Grant will terminate upon the earliest to occur of (a) 10 years from the Effective Date; or (b) a written mutual termination executed by the Village. Upon termination, the Village will remove the Mural and restore the Easement Premises as set forth in Section II.B above. The term of this Easement Grant in Section VIII(a) will be extended by additional one year periods, unless either the Village or Grantor provides the other with written notice no less than six months prior to the then-current end of the term.

IX. **AMENDMENT.** This Easement Grant may be modified, amended, or terminated only by the written agreement of Grantor and the Village.

X. **INVALIDITY OF PARTICULAR PROVISIONS.** Should any term, provision, condition, or other portion of this Easement Grant or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Easement Grant or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall continue in full force and effect.

XI. **NO WAIVER.** No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Easement Grant.

XII. **EXHIBITS.** Exhibits A through C attached to this Easement Grant are incorporated herein and made a part hereof by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and the Village have executed this Easement Grant effective as of the day first above written.

GEORGE A. LE DONNE JR.

MICHAEL A. LE DONNE

VILLAGE OF BERKELEY

By: _____

Its: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and the State aforesaid, DO HEREBY CERTIFY that George A. Le Donne Jr. and Michael A. Le Donne, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2024.

Commission Expires: _____
NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and the State aforesaid, DO
HEREBY CERTIFY _____, personally known to me to be the same person whose
names are subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that they signed, sealed and delivered the said instrument as the free and
voluntary act of the Village of Berkeley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2024.

Commission Expires: _____
NOTARY PUBLIC

RESOLUTION NO. _____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR THE 2024 CENTENNIAL MURAL**

WHEREAS, the Village of Berkeley ("**Village**") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village recognizes the importance of fostering cultural enrichment while working to beautify public spaces; and

WHEREAS, public art, specifically murals, serves as a powerful means to enhance and define the identity of the Village, creating a sense of belonging for residents and visitors alike; and

WHEREAS, the Village desires to commission a muralist to design, create, paint, and otherwise install a durable piece of public art, an outdoor mural, that reflects the spirit of the Village on a wall of the building on the property located at 1750 N. Taft Avenue, Berkeley, IL 60163 ("**Mural**") to celebrate the Village's centennial anniversary; and

WHEREAS, the Village has identified Eulojio Ortega ("**Muralist**") as an eligible candidate to paint the Mural; and

WHEREAS, the Village desires to enter into an agreement with the Muralist to design, create, paint, and otherwise install the Mural, in the form attached as **Exhibit A** ("**Agreement**"); and

WHEREAS, the President and Board of Trustees of the Village find that entering into the Agreement with the Muralist is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BERKELEY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement. That the Village President and Board of Trustees approve the Agreement, with such changes thereto as are approved by the Village Administrator.

SECTION 3: Execution. That the Village President and the Village Clerk are authorized and directed to execute and attest the Agreement on behalf of the Village.

SECTION 4: Effectiveness. That this Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote of the President and Board of Trustees as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Sherry Graf-Stone						
L.W. Hammar						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee, Jr., Village President

ATTEST:

Belia Nowak, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on _____, 2024.

EXHIBIT A
AGREEMENT

**VILLAGE OF BERKELEY
PROFESSIONAL SERVICES AGREEMENT
FOR 2024 CENTENNIAL MURAL**

THIS AGREEMENT (“**Agreement**”) is dated as of the 5th day of March, 2024 (“**Effective Date**”) and is by and between the Village of Berkeley, an Illinois home rule municipal corporation (“**Village**”), and Eulojio Ortega, an individual (“**Consultant**”) (collectively, the “**Parties**”).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village engages the Consultant identified below to provide all necessary professional services and to perform the work in connection with the project described as follows: to design, create, paint, and otherwise install a durable piece of public art, an outdoor mural, that reflects the spirit of the Village on a wall of the building on the property located at 1750 N. Taft Avenue, Berkeley, IL 60163 (collectively, the “**Services**”).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (“**Scope of Services**”). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (“**Commencement Date**”). The Consultant will diligently and continuously prosecute the Services to be completed no later than August 10, 2024 (“**Time of Performance**”).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$26,800 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with this Agreement and the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Administrator after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**") are primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide the Key Personnel to complete the Services including.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including any warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the Village. Simultaneous with Consultant's execution of this Agreement, Consultant will provide the Village with an executed Waiver and License in the form attached as **Exhibit B** to this Agreement. This Agreement will not take effect until an executed Waiver and License is provided to the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause all work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by

law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline. The Consultant additionally warrants that it has obtained all necessary intellectual property rights in the depictions incorporated into the Services and that no additional intellectual property rights are necessary for the display of those depictions.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its expertise and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless, defend (with counsel of the indemnified parties' selection), and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit C** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the

insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Berkeley
5819 Electric Avenue
Berkeley, Illinois 60163
Attention: Rudy Espiritu
E-mail: respiritu@berkeley.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Gregory T. Smith
E-mail: gregory.smith@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Ortega Studios (Chicago Muralist)
1037 Bauer Court
Sandwich, IL 60548
Email: thechicagomuralist@gmail.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have

the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A, B, and C attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5-8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless

otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF BERKELEY

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

See attached proposal. Compensation payment terms are:

1. 25% paid upon Agreement approval by the Village Board.
2. 25% paid upon later of purchase of all materials for the mural and final sketch approval by the Centennial Mural Committee.
3. 25% paid upon wall being primed and prepped.
4. 25% paid upon mural completion.

EXHIBIT B

WAIVER AND LICENSE

THIS WAIVER AND LICENSE is dated as of the 5th day of March, 2024 (“**Waiver and License**”) by Eulojio Ortega (“**Artist**”). In exchange for good and valuable consideration, the Artist agrees as follows:

1. The Artist solely prepared designs for the art mural depicted in **Exhibit A** attached to the Professional Services Agreement for the 2024 Centennial Mural with the Village of Berkeley, Illinois (“**Work**”) and solely painted the Work on the wall of a building located at 1750 N. Taft Ave., Berkeley, Illinois 60163 (“**Building**”).

2. The Work is a work made for hire as defined in Section 17 U.S. Code § 101.

3. The Artist irrevocably waives and relinquishes all rights and interests pertaining to the Work, including, without limitation, any rights and interests arising under the Copyright Act, 17 U.S.C. § 101, *et seq.*, as amended, the Visual Artists’ Rights Act of 1990, 17 U.S.C §106A, as amended, and the common law. The Artist’s waiver and relinquishment of rights is to be construed as broadly as possible.

4. Additionally, the Artist and the Village of Berkeley (“**Village**”) acknowledge that the owner of the Building controls the Building and the wall on which the Work is painted. Without limiting the scope of the waiver and relinquishment above, the Artist acknowledges that the Village or the owner of the Building each separately have the right, but not the obligation, to change, modify, destroy, remove, relocate, move, replace, transport, repair, or restore the Work in whole or in part, at any time. The Village will not undertake any of the foregoing actions with first notifying the Artist.

5. The Artist has no outstanding claims, and know of no outstanding claims, regarding the Work.

6. The Artist grants the Village an irrevocable license to graphically reproduce the image of the Work for Village promotional purposes. The Village will not sell items incorporating graphical reproductions of the Work.

7. The Artist has read and fully understand this waiver and license and execute it of their own free will and without any reservation whatsoever.

ARTIST

By: _____
Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

- F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of East Dundee including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insureds" all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys.

Lawn & Garden Power Equipment

LAWN & GARDEN

TRU-TEST PAINTS

TORO

Small Engine Tun-Up
Repairs and Part
Mowers, Trimmers,
Blowers, Generators,
Chain Saws

Hi-Tech Auto Keys Made Here...
Buy Now & Save!



**ADDITIONAL
PARKING**

ACROSS STREET BEHIND HILL



NO PARKING
ANYTIME

Lawn & Garden Power Equipment

LAWN & GARDEN

TRU-TEST PAINTS

ADDITIONAL
PARKING
← ACROSS FROM VILLAGE OF BERKELEY →

TORO

Small Engine Tuning
Repairs and Parts
Mowers, Trimmers,
Blowers, Generators,
Chain Saws

Hi-Tech Auto Keys Made Here...

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VILLAGE OF BERKELEY



ESTABLISHED 1924





Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

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MEMORANDUM

TO: Village President
Village Board of Trustees

CC: Rudy Espiritu, Village Administrator

FROM: Justyn Miller, Assistant Village Administrator

DATE: February 23, 2024

RE: Zoning Code Changes regarding Wall Signage in Village Industrial Districts

Background

At the January Planning and Zoning Commission (PZC) meeting, staff received direction to consider bringing back a text amendment for wall signage regulations in the Village's Industrial Districts, which includes M-1, M-2, and M-3 zoning. Also, separately, there were questions asked about the Village's current illumination standards for wall signs.

Staff worked with the Village's planning consultant to put together research as to what regulations surrounding communities currently have. This research is included in the backup. From the research, the consultant found that the communities requirements ranged from allowing from 1 square feet to 2 and a half square (2.5) feet per one foot of building frontage for wall signs. The Village's current regulations is more on the restrictive side compared to surrounding communities. The consultant's memo also points out that including a maximum square footage requirement allowed on wall signs can also be overly restrictive. For example, a 100 or 150 square foot maximum allowed on a wall sign, located on a large industrial building, might actually make a sign look more out of place due to its' size against the façade of the building.

In regards to the questions about lighting and per the research conducted, the Village's current sign lighting regulations apply to all zoning districts and are not unreasonable. Commercial districts differ from industrial districts in that commercial districts are usually located along roads with higher speed limits and are more dependent on visibility compared to industrial districts. This is usually not an issue in industrial districts since those businesses are not usually dependent on visibility. The current regulations do regulate sign illumination when a proposed sign is adjacent to a residential district.

From reviewing the research, staff is supportive of changing the current wall sign regulations as the current regulations are quite restrictive compared to our peer communities. The text amendment for your consideration tonight would allow 1.50 sq. ft. of wall sign for every 1 ft. of building frontage. Staff recommended increasing the allowable square footage in the text



Village of Berkeley

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amendment from 1.25 to 1.5 sq. ft. per 1 sq. ft. of building frontage. The PZC amended and approved the text amendment, per staff's recommendation and it was approved by a vote of 4-1.

Previous Action

The Planning and Zoning Commission amended and approved the text amendment at their February 27, 2024 meeting by a vote of 4-1.

Recommendation

Staff recommends the Village Board Approve an Ordinance Amending the Berkeley Zoning Code to Increase the Wall Sign Area for Signs in the Village's Industrial Zoning Districts

Budgeted Amount

N/A

Action

A Motion to Approve an Ordinance Amending the Berkeley Zoning Code to Increase the Wall Sign Area for Signs in the Village's Industrial Zoning Districts

Attachments

- Ordinance Amending the Berkeley Zoning Code to Increase the Wall Sign Area for Signs in the Village's Industrial Zoning Districts
- Findings of Fact and Recommendation regarding Proposed Text Amendments related to Wall Sign Frontage
- Planning Consultant Wall Sign Research

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BERKELEY ZONING CODE
TO INCREASE THE WALL SIGN AREA FOR SIGNS IN THE
VILLAGE’S INDUSTRIAL ZONING DISTRICTS**

WHEREAS, the Village of Berkeley (“*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, petitioner Village of Berkeley staff submitted an application asking that the Village’s Planning and Zoning Commission (“*PZC*”) consider, and hold a public hearing on, amendments to the Village of Berkeley Zoning Code (“*Zoning Code*”) to increase the wall sign area to permit 1.50 square feet per linear foot of building frontage for signs in the Village’s industrial zoning districts, which are the M-1 Restricted Manufacturing District, M-2 Manufacturing District, and M-3 Manufacturing District (collectively, the “*Text Amendments*”); and

WHEREAS, the PZC held a public hearing on the Text Amendments on February 27, 2024, in compliance with Section 12-16-3 of the Zoning Code, at which public hearing any persons present and wishing to speak were given an opportunity to be heard and any evidence that was tendered was received and considered by the PZC; and

WHEREAS, public notice in the form required by law was given of the public hearing before the PZC by publication not more than 30 days nor less than 15 days prior to the public hearing in a newspaper of general circulation in the Village; and

WHEREAS, after holding the public hearing, the PZC unanimously recommended that the Text Amendments be approved, and that the Zoning Code be amended as set forth in the findings of fact and recommendation of the PZC attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village find that amending the Zoning Code as set forth in the Text Amendments best serve the public’s health, safety and welfare, and that doing so meets the standards in Section 12-16-5 of the Zoning Code;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Berkeley, Illinois, as follows:

SECTION 1: Incorporation. That the recitals above are incorporated in this Section 1 as if restated in this Section.

SECTION 2: Amendment. That the Zoning Code is amended as follows, with additions **bold and double-underlined** and deletions struck through:

Amendment:

Section 12-13-10, titled “Industrial Districts Regulations” of the Zoning Code is amended to read as follows:

The following regulations are applicable to all signs in the industrial districts as established in this title, specifically M-1, M-2, and M-3.

A. Wall Signs: In the industrial districts wall signs shall comply with the following requirements:

- * * *
6. Wall sign area shall not exceed ~~one~~ 1.50 square feet ~~feet~~ per linear foot of building frontage.
- * * *

SECTION 3: Continuing Effect. That all parts of the Zoning Code not amended in this Ordinance remain in effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance are held to be invalid, the invalidity thereof will not affect the other provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance are repealed.

SECTION 6: Effectiveness. That this Ordinance will be in full force and effect upon its passage and approval according to law.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote of the President and Board of Trustees as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Sherry Graf-Stone						
L. W. Hammar						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee, Jr., Village President

ATTEST:

Belia Nowak, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on _____, 2024.

EXHIBIT A
FINDINGS OF FACT AND RECOMMENDATION
(attached)

**VILLAGE OF BERKELEY PLANNING AND ZONING COMMISSION
FINDINGS OF FACT AND RECOMMENDATION
REGARDING PROPOSED TEXT AMENDMENTS RELATED
TO WALL SIGN FRONTAGE**

WHEREAS, pursuant to Section 12-16-2, Village staff, on behalf of Petitioner, the Village of Berkeley ("**Village**"), request consideration of, and a public hearing on, amendments to the Village of Berkeley Zoning Code ("**Zoning Code**"); and

WHEREAS, Petitioner requests consideration of an amendment to Section 12-13-10.A of the Zoning Code to increase the wall sign area to permit 1.50 square foot per linear foot of building frontage for signs in the Village's industrial zoning districts, which are the M-1 Restricted Manufacturing District, M-2 Manufacturing District, and M-3 Manufacturing District ("**Proposed Text Amendment**"), with the text of the Proposed Text Amendment being set forth in **EXHIBIT A** attached hereto and made a part hereof; and

WHEREAS, the Planning and Zoning Commission ("**PZC**") held a public hearing on the question of whether the Proposed Text Amendment should be granted on February 27, 2024, as required by Section 12-16-3 of the Zoning Code, at which time all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the PZC; and

WHEREAS, public notice in the form required by law was given of the public hearing by publication not more than 30 days nor less than 15 days prior to the public hearing in a newspaper of general circulation in the Village; and

WHEREAS, at the public hearing, Assistant Village Administrator Justyn Miller presented the Proposed Text Amendment on behalf of the Petitioner; and

WHEREAS, at the public hearing, members of the public provided testimony regarding the Proposed Text Amendment; and

WHEREAS, following the close of the public hearing, the PZC discussed and deliberated on the Proposed Text Amendment and determined that it would best serve the Village if the Zoning Code were amended as set forth in the Proposed Text Amendment;

NOW THEREFORE, the PZC makes the following findings of fact and recommendation pursuant to Section 12-16-3 of the Zoning Code:

1. The Proposed Text Amendment meets the applicable standards for text amendments in Section 12-16-5 of the Zoning Code.
2. The Proposed Text Amendment is in the best interests of the Village, its residents and property owners.
3. The PZC recommends that the Village President and Board of Trustees of

the Village of Berkeley **APPROVE** the Proposed Text Amendment.

Paul Bullard

Paul Bullard
Chairperson

February 27, 2024

Date

EXHIBIT A

PROPOSED TEXT AMENDMENT

(attached)

Amendments to the Village of Berkeley Zoning Code are set forth below, with deletions struck through and additions **bold and double-underlined**.

Amendment:

Section 12-13-10, titled "Industrial Districts Regulations" of the Zoning Code is amended to read as follows:

The following regulations are applicable to all signs in the industrial districts as established in this title, specifically M-1, M-2, and M-3.

A. Wall Signs: In the industrial districts wall signs shall comply with the following requirements:

* * *

6. Wall sign area shall not exceed ~~one~~ **1.50** square foot per linear foot of building frontage.

* * *



TO: Justyn Miller, Assistant Village Administrator
FROM: Pete Iosue, AICP, Associate Principal
DATE: February 1, 2024
RE: Industrial Sign Requirements

As a follow-up to my memo dated December 29, 2023 and your email dated January 24, 2024, I have done some research into local industrial wall sign requirements and the questions presented by the Planning and Zoning Commission. The PZC had indicated that they may be willing to consider an increase in the maximum allowable wall sign area in the industrial district, restricting light output of industrial wall signs, and reviewing distinctions between industrial and commercial requirements.

- *Since you work with other west cook communities and those with industrial districts, what is generally the acceptable measurement for signage in industrial districts? If you could provide some examples of regulations from other close communities to Berkeley?*

I have provided an analysis of some local industrial wall sign requirements at the end of this memo. Tying wall sign area to building frontage is very common. These range from 1:1 up to 2.5:1, and most include a maximum value as well. Berkeley's existing regulation is within the normal range but on the more restrictive side.

- *Should the Village consider more restrictive illumination standards for wall signs, assuming the regulations already in place apply to wall signs in the M-1 District?*

Existing illumination standards (12-13-20) apply to all zoning districts. These standards are not unreasonable. However, establishing limits of nits is very difficult to enforce – does the village have a way of measuring nits? The code does however address the biggest issue relating to sign illumination which is limiting lighting when adjacent to a residential district, which is very good since the majority of industrial property within the Village is adjacent or very close to residential districts.

- *There also seems to be adequate restrictions on wall signs when they might border a residential district. Is this consistent with other close communities to Berkeley?*

As stated above, this is an important provision for the Village, and it is very common for sign illumination to be limited when it may affect residential property. That is in fact the primary reason to have the lighting standards, along with safety concerns relating to traffic on the roadway.

- *Do you see any issue with the measurement standards for both the business and industrial districts? Are they consistent with other communities close to Berkeley? If not, do you have any suggested changes? I think the PZC does want to keep consistency/parity between both distinct districts.*

It is very common for industrial requirements to differ from commercial requirements. Industrial buildings are typically much larger and can support a much larger sign, and buildings are typically set further back and located within dedicated industrial districts on less travelled roadways. Commercial buildings typically are located on highly travelled roads with higher speed limits and are much more dependent on visibility to attract customers. Issues such as the visibility of the sign related to the speed of traffic can impact commercial properties and typically are not as much of an issue in industrial districts.

In summary, the current industrial wall sign requirements are within the normal range and are not unreasonable, but I do believe they are on the more restrictive side. A common issue I see is a maximum of 100sf or 150ft on a very large industrial building that actually looks out of place because it is so small as compared to the building façade. Industrial businesses are typically closed before dark and if lighting is limited to protect neighboring residential, a larger sign will not adversely impact anyone.

Commercial signage is typically located on much smaller buildings in more highly congested areas, and businesses are typically open much later and into the night. Therefore, visibility for the business must be weighed against traffic safety and the negative aesthetic impact of multiple illuminated signs in close proximity.

Please let me know if you have further questions or if there is anything else you need.

Summary Table

	Wall Sign Area for Industrial Buildings	Illumination								
Berkeley	Not exceed one square foot per linear foot of building frontage.	For all signs employing an external artificial light source for illumination, the light source shall be located, shielded and directed so it is not directly visible from any public street or private residence. No receptacle or device housing an external artificial light source shall protrude more than eighteen inches (18") from the face of the sign or building to which it is attached.								
McCook	Not exceed one square foot per linear foot of building frontage. Not to exceed 150 square feet.	All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.								
Hodgkins	Non to exceed two and one half (2-1/2) square feet per linear foot of building frontage. Not to exceed 250 square feet.	Any luminous source of light, whether direct exposure, surface reflection, or transmission, whose total area is larger than one square foot and which can be seen from any point within a Residence District, shall exceed a brightness value of one hundred fifty (150) foot lamberts. No source of light shall be permitted to cause illumination in excess of one half (1/2) foot candle in a Residence District. The light from any illuminated sign shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.								
Elk Grove Village	Not exceed one square foot per linear foot of building frontage. Not to exceed 150 square feet.	Minimize glare onto residential property.								
Hillside	<table border="0"> <tr> <td>0—100 feet</td> <td>20 square feet</td> </tr> <tr> <td>100—500 feet</td> <td>150 square feet</td> </tr> <tr> <td>500—1,000 feet</td> <td>300 square feet</td> </tr> <tr> <td>1,000 feet or more</td> <td>1,200 square feet</td> </tr> </table>	0—100 feet	20 square feet	100—500 feet	150 square feet	500—1,000 feet	300 square feet	1,000 feet or more	1,200 square feet	N/A
0—100 feet	20 square feet									
100—500 feet	150 square feet									
500—1,000 feet	300 square feet									
1,000 feet or more	1,200 square feet									
Broadview	not exceed two square feet per linear foot of building frontage, or 150 square feet, whichever is less.	Wall signs may be internally or wash-lighting illuminated.								

Hillside

Maximum area. In zoning districts B-1, B-2, M-1, M-2 and M-3, the total area of all signs displayed on a property shall not exceed two square feet per lineal foot of lot frontage on the street from which the signs are visible and readable.

(h) *Separation of signs.* Signs which exceed 20 square feet in size must be separated by at least 100 feet, measured at their closest points.

(i) *Size limitations based on distance from residential district.* All signs must adhere to the size limitations corresponding to the respective distance of each sign to the closest point of any residential zoning district in the village, set forth as follows:

Distance to R-1, R-2, R-3 or R-4 Zoning District	Maximum Allowable Size
0—100 feet	20 square feet
100—500 feet	150 square feet
500—1,000 feet	300 square feet
1,000 feet or more	1,200 square feet

Illumination. N/A

Elmhurst

(d) Maximum Gross Surface Area of Signs Permitted.

(1) Total Sign Area. The total sign area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage

(2) Individual Sign Area Limitations.

(E) Wall Signs. Not to exceed one and one-half square feet per foot of building linear frontage of an individual tenant building or linear frontage of an individual tenant in a multi-tenant building. However, no wall sign shall exceed one hundred (100) square feet per sign face.

(g) Illumination.

- (1) Other Signs. Signs permitted pursuant to this Section may be illuminated only by indirect or internal white light not exceeding fifty (50) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face.

Northlake

3. Size:

- a. An on premises sign for any business occupying less than twenty five feet (25') of street frontage shall not exceed thirty two (32) square feet in area. The maximum may increase by increments of sixteen (16) square feet for each story.
- b. The maximum area of an on premises sign for a business with a street frontage greater than twenty five feet (25') shall increase by twenty five percent (25%) for each additional fifteen feet (15') of frontage.
- c. On a corner location, the total frontage of all streets may be used to determine the maximum area of a sign.
- d. The gross area of an off premises sign shall not exceed two thousand four hundred (2,400) square feet.

Illumination. N/A

Bellwood

(g) Maximum sign area for wall signs.

1. For one story structures, the maximum sign area shall not exceed the lesser amount of 125 square feet or 15% of the square footage of the area below the roof line of the facade (wall area) that incorporates the main entrance of the building upon which the wall sign is located; or
2. For structures of more than one story, the maximum sign area shall not exceed the lesser amount of 125 square feet or 15% of the square footage of the area below any second story windows of the facade (wall area) that incorporates the main entrance of the building upon which the wall sign is located.

Illumination. No internal illumination

Broadview

10-9-9: SIGNS ALLOWED IN NONRESIDENTIAL ZONING DISTRICTS:

4. Surface Area: In the C-2, I, O/I and M zoning districts, the surface area of a wall sign shall not exceed two (2) square feet per one linear foot of store frontage, or one hundred fifty (150) square feet, whichever is less. In the C-1 zoning district the surface area of a wall sign shall not exceed one and one-half (1 1/2) square feet per one linear foot of store frontage, or one hundred (100) square feet, whichever is less.
9. Illumination: Wall signs may be internally or wash-lighting illuminated. Wash lighting shall be accomplished by individual fixtures recessed in horizontal housing above the sign or by gooseneck lights shielded by metal shades. Wash-lighting fixtures must be positioned at least three feet (3') apart and provide even lighting.

McCook

Sec. 18-304. - Signs allowed in industrial and business commercial zoning districts.

One square foot of gross surface area of all wall-mounted signs on a building shall be allowed for each lineal foot of the building wall facing a public street with the maximum total sign area not to exceed 150 square feet. Buildings set back a distance of 250 feet or more from the public street shall be permitted a wall-mounted sign calculated in accordance with the aforementioned formula or up to three percent of the total building face whichever is greater.

Illumination. All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.

Hodgkins

B. All Nonresidential Districts: Every business, as defined herein, shall be permitted to erect signs indicating only the business name and address and the major enterprise or the principal product offered for sale on the premises. The following standards shall apply:

1. a. Wall signs shall be permitted. A wall sign containing a sign surface area not to exceed two hundred fifty (250) square feet shall be permitted for any one premises housing a single nonresidential entity. Should any one premises house more than a single nonresidential entity, a wall sign shall be permitted for each entity based upon the following: Each such entity will be permitted two and one half (2-1/2)

square feet of sign surface area for each front foot the entity occupies in the building or structure at the premises up to a maximum of two hundred fifty (250) square feet.

F. Any luminous source of light, whether direct exposure, surface reflection, or transmission, whose total area is larger than one square foot and which can be seen from any point within a Residence District, shall exceed a brightness value of one hundred fifty (150) foot lamberts.

G. No source of light shall be permitted to cause illumination in excess of one half (1/2) foot candle in a Residence District.

H. The light from any illuminated sign shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.

Elk Grove Village

Office and Industrial Zoning Districts

1. Building signs

1/public frontage6

1:1 with max 150 sf.

Roofline

–

Minimize glare onto residential property.



Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

Phone: 708-449-8840 | Fax: 708-449-6189 | www.berkeley.il.us

MEMORANDUM

TO: Village President
Village Board of Trustees

CC: Rudy Espiritu, Village Administrator

FROM: Joseph Wagner – Director of Public Works

DATE: March 5, 2024

RE: Parking Lot Sealcoating and Restoration Project

Background

Continuing our maintenance of Village parking lots, it is suggested that the Village accept a proposal from A&A Paving of Roselle to crack seal, sealcoat and stripe the Village Hall, Water Tower and Public Works parking lots this spring. In addition to the parking lots proposal, it is also suggested that the Village sealcoat the Prairie Path. The Village Hall parking lot was last addressed by the Village in 2017. With an increase of visitors expected during our Centennial year-long slate of activities, this is the perfect time to address these locations. This would be part of the 2024/25 budget and would be scheduled to coincide with the budget year starting May 1, 2024. Approving these proposals now would allow the Village to secure an early spot in the scheduling.

Village Hall parking lot: \$6,864.03

Water Tower parking lot: \$5,425.42

Public Works parking lot: \$3,433.38

Prairie Path: \$5,799.11

Total Project: \$21,521.94

A&A Paving is part of The Interlocal Purchasing System (TIPS) cooperative purchasing collective, of which the Village is a member. As a vetted member of TIPS, the proposal from A&A Paving meets the requirement for competitive bidding.

Recommendation

Staff recommends approval of an agreement between A&A Paving and the Village of Berkeley for Sealcoating services in an amount not to exceed \$22,000.00.

Previous Action

June 2017 – The Village Hall parking lot was crack sealed, seal coated and striped by American Road maintenance for \$7,066.50.

Budgeted Amount

Funding for the proposed project will be found in the Capital Projects fund under Facilities. The draft budget already had a placeholder of \$50,000.00.



Village of Berkeley

5819 Electric Avenue, Berkeley, Illinois 60163

Phone: 708-449-8840 | Fax: 708-449-6189 | www.berkeley.il.us

Action

Motion to approve a resolution authorizing the execution of an agreement between the Village of Berkeley, Cook County, Illinois and A&A Paving for Sealcoating services in an amount not to exceed \$22,000.00.

Attachments

- A Resolution Authorizing the Execution of an Agreement Between the Village of Berkeley, Cook County, Illinois and A&A Paving for Sealcoating services in an amount not to exceed \$22,000.00.
- An Agreement with A&A Paving for the Village of Berkeley Sealcoating Project
- A&A Paving Proposal #s: 2024-0169, 0170, 0171 and 0172

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF BERKELEY, COOK COUNTY, ILLINOIS AND A&A PAVING FOR SEALCOATING SERVICES IN AN AMOUNT NOT TO EXCEED \$22,000.00.

WHEREAS, the Village of Berkeley (“Village”) is a duly organized and validly existing home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, on April 5, 2023, Village staff registered the Village of Berkeley with The Interlocal Purchasing System (“TIPS”), an authorized Joint Purchasing Program available to schools, government and non-profit organizations for the procurement of goods and services in accordance with the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq.; and

WHEREAS, through the TIPS Program, which competitively solicits bids for goods and services, the Village has procured a proposal for crack-sealing, seal-coating and striping of the Village Hall, Water Tower, and Public Works parking lots along with the Prairie Path from A&A Paving, and the Village desires to approve the proposal for such work attached hereto as EXHIBIT A and made a part hereof, in the not to exceed amount of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00) (“Proposal”), and to procure the goods and services set forth therein; and

WHEREAS, the Village has the authority to approve the Proposal and to procure the goods and services set forth therein pursuant to its home rule authority, the Illinois Governmental Joint Purchasing Act through the TIPS Program, and the Village President and Board of Trustees find that approving the attached Proposal is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BERKELEY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution. That the Village President and Board of Trustees approve the Proposal, in the not to exceed amount of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00), and authorize and direct the Village President, the Village Administrator and the Village Clerk, or their designees, to execute and deliver such agreements as are necessary to fulfill the Village’s obligations under the Proposal and to procure the goods and services set forth therein. The Village President and Board of Trustees authorize and direct the Village staff to take all actions that are necessary to comply with all of the applicable obligations of the Village under the Proposal and related agreements.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Effectiveness. That this Resolution shall be in full force and effect upon its adoption and approval according to law.

ADOPTED this 5th day of March, 2024, pursuant to a roll call vote of the President and Board of Trustees as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Sherry Graf-Stone						
L. W. Hammar						
Jason Mathews						
Jerry Perez						
Diane Salemi						
Roger Thomas						

APPROVED this 5th day of March, 2024.

Robert E. Lee, Jr., Village President

ATTEST:

Maria M. Rivera, Village Clerk

Published in pamphlet form this ___ day of _____, 202_, under the authority of the Village President and Board of Trustees.

Recorded in the Village Records on _____, 202_.

EXHIBIT A
AGREEMENT

(attached)

**AGREEMENT
A&A PAVING – VILLAGE OF BERKELEY SEALCOATING PROJECT**

This **AGREEMENT** with **A&A PAVING** for the **VILLAGE OF BERKELEY SEALCOATING PROJECT** (“Agreement”) is made this 5TH day of March, 2024 by and between the Village of Berkeley, an Illinois home rule municipal corporation (“Owner”) and A&A Paving, a pavement professional (“Contractor”).

WITNESSETH

In consideration of the promises and covenants made herein by the Owner and the Contractor (individually a “Party,” and collectively the “Parties”), the Parties agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS. This Agreement shall include, and hereby incorporates into this Agreement as material terms of this Agreement, the following documents and each and every one of their terms (collectively the “Contract Documents”), however the terms of this Agreement shall take precedence and control over any contrary provision in any of the Contract Documents:

- A. Proposal # 2024-0169
- B. Proposal # 2024-0170
- C. Proposal # 2024-0171
- D. Proposal # 2024-0172

The Agreement, including the Contract Documents, expresses the entire agreement between the Parties and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement, and where this Agreement modifies, adds to or deletes provisions in other Contract Documents, the Agreement’s provisions shall prevail. Provisions in the Contract Documents unmodified by this Agreement shall be in full force an effect in their unaltered condition.

SECTION 2: SCOPE OF THE WORK AND PAYMENT. The Contractor agrees to provide labor, equipment and materials necessary to complete the work required in the Contract Documents, which relate to the crack-sealing, sealcoating and striping at the Owner’s parking lots and pathways located at 5819 Electric Avenue, 5917 Maple Ave. and 1201 Wolf Rd., Berkeley, Illinois 60163 (“Work”), as further described in the Contract Documents.

The Owner agrees to pay the Contractor, pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*), the lesser of the following not to exceed amounts for the Work, or the actual labor and materials costs of the Contractor, upon receipt of an invoice from the Contractor for the Work, for labor _____ Dollars (\$_____), and for materials _____ Dollars (\$_____). The Contractor shall not submit an invoice to the Owner for the Work until the Contractor has completed the Work, and until the Owner has inspected, signed off on, and accepted the Work as being complete and performed in accordance with the Agreement. The labor and materials costs set forth in this Section 2, respectively, are the maximum amounts to which the Owner shall be responsible to pay the Contractor for labor and materials, respectively, and in no event shall the Owner be liable to Contractor for an amount in excess of those stated herein for labor or materials, or any other cost under this Agreement.

SECTION 3: ASSIGNMENT. The Contractor shall not assign the duties and obligations involved in the performance of the services which are the subject matter of this Agreement without the written consent of the Owner, which consent may be withheld in the Owner's sole discretion.

SECTION 4: TERM OF THE CONTRACT. The Contractor shall commence the Work of this Agreement upon receipt of a "Notice to Proceed" from the Owner. The Contractor shall complete the Work on or before July 1, 2024. The term of this Agreement shall cease on the date the Work is completed, unless otherwise terminated by the Owner prior to that time. This Agreement may be terminated by the Owner upon thirty (30) days written notice, and in the event of such termination, the Owner shall pay the Contractor for the Work completed through and including the date of the termination notice.

SECTION 5: BONDING AND INSURANCE. The Contractor shall provide the Owner with a performance bond in an amount not less than One Hundred Percent (100%) of the total price for materials and labor in Section 2 above, in favor of the Owner, conditioned upon the faithful performance of Contractor's obligations under this Agreement on or before the deadline for completion of the Work in Section 4 above.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Owner and its representatives, officers, trustees, agents and employees as additional insureds. The Owner shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor shall also carry during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish the Owner a Certificate of Insurance evidencing such coverage.

The Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor shall be primary and non-contributory and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Owner and any other insurance or benefit of the Owner shall be in excess of the Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve 30 days prior written notice to the Owner."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Owner shall have the right to terminate this Agreement.

Execution of this Agreement by the Owner is contingent upon receipt of bonds and insurance certificates provided by the Contractor in compliance with the requirements of this Section 5 and the Contract Document.

SECTION 6: INDEMNIFICATION. As a material inducement for the Owner to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Owner, its elected officials, appointed officials, representatives, officers, trustees, agents and employees, and the Berkeley Park District, its elected officials, appointed officials, representatives, officers, trustees, agents and employees, from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally and which arise directly or indirectly out of or in connection in any way with the Contractor's Work or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Owner, its representatives, officers, trustees, agents and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

1. Any negligent, tortious or wrongful act or omission of the Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
2. loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

SECTION 7: COMPLIANCE WITH LAWS. The Contractor's Work shall be consistent with generally accepted practices and shall comply at all times with all Federal, State and local laws, ordinances, statutes, regulations, standards and codes that are applicable at the time the Contractor performs its work under this Agreement. The Contractor shall use reasonable efforts to obtain, at the earliest practicable time, review of all drawings and specifications by the public body having authority over the Work ("Code Authority"). The Contractor shall advise Owner of any aspect of the design of the Work where, in the opinion of the Contractor, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for expeditious completion of construction documents. If after award of the building permit, modification to the Work is required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Contractor shall make the required modifications at the Contractor's sole cost and expense.

SECTION 8: PAYMENT OF PREVAILING WAGE. The Contractor agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor ("IDOL") and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1, *et seq.*, as amended, as applicable to all laborers, workers and mechanics performing work under this Agreement. The Contractor, its contractors and any of its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be incorporated into and applicable to this Agreement without further action of the Parties. It is the Contractor's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of its work under this Agreement will be reflected in payment from the Contractor and each contractor and subcontractor to each worker

where the change is applicable.

SECTION 9: NOTICE. Where notice is required by this Agreement or the Contract Documents, it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile with an acknowledgment of receipt, or by e-mail with an acknowledgment of receipt only if the Parties agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the Owner:

Rudy Espiritu, Village Administrator
Village of Berkeley
5819 Electric Avenue
Berkeley, Illinois 6163
Facsimile: (708) 449-6189
Email: respiritu@berkeley.il.us

To the Contractor:

A&A Paving Contractors, Inc.
251 North Garden Avenue
Roselle, IL 60172

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 10: COMPLIANCE WITH FREEDOM OF INFORMATION ACT. Section 7 of the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/7, applies to public records in the possession of a party with whom the Owner has contracted, including the Contractor. The Owner will have only a very short period of time from receipt of a FOIA request to comply with the request and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Owner for public records (as that term is defined by Section 2(c) of FOIA, 5 ILCS 140/2(c)) in the Contractor's possession or control and to provide the requested public records to the Owner within two (2) business days of the request being made by the Owner. The Contractor agrees to indemnify and hold harmless the Owner from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Owner under this Agreement.

SECTION 11: COMPLIANCE WITH LAWS. Contractor certifies as follows:

A. Contractor and its officers, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* The Contractor and its officers, employees and agents further certify by signing this Agreement that it and its officers, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that

officer's or employee's official capacity. Nor has the Contractor or any of its officers, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

B. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

C. That (1) no Owner elected official, appointed official, employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State, Village of Berkeley and local law, ordinances, regulations, orders and directives, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

SECTION 12: ADVERTISEMENT. The Contractor shall not display any signs, posters, or other advertising matter in or on the Work or on or around the Owner property without the specified approval in writing by the Owner. In addition, no advertising copy mentioning the Owner or quoting the opinions of any of its employees may be released unless such copy is approved in writing by the Owner before release.

SECTION 13: STANDARD OF SERVICE. This Agreement requires the Contractor to exercise professional skill and judgment as great as or greater than that which can be reasonably expected from other contractors performing similar services to those required hereunder in the Cook County, Illinois area.

SECTION 14: AUTHORITY TO EXECUTE. The Owner warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. The Contractor warrants and represents to the Owner that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

SECTION 15: WAIVER. The failure of either Party to enforce any term, condition or covenant (a "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

SECTION 16: TIME. Time is of the essence in the performance of all terms and provisions of this Agreement.

SECTION 17: THIRD PARTY BENEFICIARY. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against the Owner.

SECTION 18: RELATIONSHIP OF THE PARTIES. The Contractor's role, and the role of its employees and any of its subcontractors and their employees, with respect to the performance of the Work is solely that of an independent contractor.

SECTION 19: BINDING EFFECT. The terms of this Agreement shall bind and inure to the benefit of the Owner, the Contractor, and their agents, successors and assigns

SECTION 20: LAW AND VENUE. The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 21: MODIFICATION. This Agreement may be modified only by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates and year written below, and this Agreement shall be valid as of the date of the last signatory.

OWNER:

CONTRACTOR:

VILLAGE OF BERKELEY

By: _____
Village President

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Its: _____



Date: Monday, February 26, 2024

Proposal # 2024-0172

Submitted To:

Joe Wagner
Berkeley Public Works
McDermott & N Wolf Rd
Berkeley, IL 60163
USA

Contact Information:

Phone: (708) 449-8840
Mobile: (708) 234-2624
E-mail: jwagner@berkeley.il.us

Site Description:

S125339
Berkeley Public Works Sealcoat #1
McDermott & N Wolf Rd
Berkeley, IL 60163
Site Contact:
Site Phone:
Site Email:

Prepared By:

Joe Buscemi

Contact Information:

Mobile: 630-797-0418
Office: (630) 529-2500
E-mail: jbuscemi@aandapaving.com

Project Manager:

Mobile:
Email:

A&A Paving will provide a 2% discount on all proposals if project is awarded in bulk. If individual projects are selected, price is as stated below.

Qty	Proposed Solution
300 LnFt	<p><u>Weekday Crack Sealing</u></p> <p>Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a "V" squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. <u>Cracks will not be sealed in "alligatored" areas.</u></p>
4,300 Sq. Ft.	<p><u>Weekday Sealcoating - 2 Coats- 108 Gallons</u></p> <p>The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive</p> <p><u>Pavement Striping</u></p> <p>Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.</p>



Project Total: **\$3,433.38**

SERVICE TERMS By signing this proposal, you are hereby authorizing A&A Paving to proceed with the work as identified in this proposal and fully accept the terms and conditions hereto. If contracted amount exceeds \$15,000.00, a deposit of 1/3rd of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule.

This proposal may be withdrawn at our option if not accepted within 15 days of Feb 26, 2024

Pavement Consultant Joe Buscemi

Accepted Authorized Signature

Date



TERMS, CONDITIONS & WARRANTY

A&A Paving Contractors, Inc. hereafter referred to as "A&A"

- **Volatile Material Market:** Material costs ARE NOT LOCKED IN for this proposal however our labor, equipment and profit costs are, should material costs greatly increase prior to the project starting, the contract sum shall be equitably adjusted by a "MATERIAL INCREASE SURCHARGE" at billing. Client shall be notified of any material increase prior to our work commencing and shall have the option to cancel the contract due to the increased cost.
- **Contract Documents:** This proposal is based on current costs and is subject to change or cancellation if not accepted within 15 days. Proposals and Contracts accepted by the Client and not performed, at the Client's request or delayed in permitting, within forty five (45) days of acceptance, may be subject to price changes, by means of a change order, to cover fluctuations in material, labor and/or other contract costs since proposal date
- **Payment Terms:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule. Full payment is due upon completion of work. Unpaid balances will accrue a late fee of 1.5% per month until paid in full. Customer agrees to pay a 25% processing & handling fee in the event the customer cancels the project prior to the start of it.
- **Permits and Fees:** This proposal excludes the cost of all Permits, Village/County Fees, Bonds or plans required. A&A shall pass on all Permit Fees and Costs in addition to a \$95 permit processing and handling fee.
- **Asphalt & Concrete Warranty & Exclusions:** Fully covering labor, and materials against breakup for a period of 1 year. Asphalt warranty excludes base or sub-base failure, damage from sharp pointed objects, drippings from gas and oils, asphalt surface texture differences due to hand raking, tree root damage, power steering tire marks, damage to or around improperly anchored retaining walls, damage to unmarked private utilities (sprinkler, lighting, etc.) and failure of pavement surrounding repaired areas. Drainage, water ponding or retention in repaired areas, surrounding areas or pre-existing areas where the natural slope is less than 2.0% (2.4 inches per 10 feet) is also excluded from warranty. Concrete warranty excludes shrinkage cracks, surface scaling due to salt/deicers, and heaving and damage due to base/sub-grade failure. Warranty is void if Client requests A&A to deviate from industry standard practice and procedure (e.g. install over unstable base) or payments are not made as stipulated.
- **Sealcoat Warranty & Exclusions:** We will guarantee sealcoating (Coal Tar only) from chipping and peeling for a period of 1 year. Sealcoating and crack sealing warranty excludes normal wear of product, adherence of sealer to oil spots or greasy areas, tree sap, settling or expansion of cracks, and damage caused by excessive moisture or third parties (snow plow/sand contractors, etc.). All warranty requests and subsequent repairs apply only to failed and affected areas (e.g. re-sealing only of affected areas). Warranty does not cover white or brown discoloration caused by ground water seepage or salt bleed through in badly cracked or alligatored areas. Asphalt Emulsion sealer is not warranted through the winter against fading from salting.
- **Additional Cost for Certain Conditions:** If A&A encounters any of the following: subsoil or base that is unstable, base that does not meet Village Code or is saturated with water, any pavement depth that is greater than specified, weak or brittle areas after milling the pavement, presence of petromat fabric interlayer, or if a private utility locator is required, then additional charges will apply in order to continue with the contracted work.
- **Work Accessibility:** Contract price is based on A&A and/or their sub-contractors' ability to perform work under this Contract. In event the work area is not accessible (sprinklers on, cars in lot, service providers in work area, etc.), an additional mobilization cost will be charged. In the case of inclement weather, A&A shall not be held liable for delays in completion of project, re-scheduling of work will be at a future date that is mutually agreeable.
- **Cleaning Expense:** The Client understands that the work called for in this agreement can be a messy process. A&A shall take precautions through barricading and signage but is not responsible for damages (staining of concrete, tracking, soiling of carpets etc) caused by persons other than A&A employees. In the event such cleaning is required, there will be additional charges for this service.
- **Landscape Repair:** Any type of landscape restoration, seeding or repairing of sprinkler systems are NOT included in this proposal.
- **Indemnification:** A&A agrees to indemnify and hold harmless Owner and/or Property Manager for any damage, claim or liability directly related to any defect associated with the work performed by A&A within the one year warranty period. Owner and/or Property Manager agree to indemnify and hold A&A harmless for any damage, claim, or liability within the control of the Owner or Property Manager including, but not limited to any condition on the property that is beyond the control of and/or outside the scope of the services provide by A&A, such as lighting, drainage, topography, cracking or deterioration of asphalt surfaces that are not repaired by A&A, uneven surfaces, lips, uneven or cracked concrete or other trip and fall hazards.
- **Arbitration of Disputes and Payment of Attorneys' Fees and Costs:** All disputes related to this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. One arbitrator shall be used in the arbitration process. The prevailing party in such arbitration, or in any other legal action related to this contract, shall recover all costs, expenses, and attorneys' fees from the non-prevailing party.
- **Ambiguities:** This Agreement is not a "standard form contract." Each party has participated in the negotiations leading to this document. Any presumption that an ambiguity in this Agreement should be construed against the drafting party is hereby waived. These "additional terms" supersede any conflicting terms in any other documentation.
- **Subcontract and Assignment:** All, or portions of, the work described herein may require subcontracted services to complete. A&A reserves the right to assign all, or portions of, this contract as necessary in order to meet the obligations of this agreement however A&A project managers will still oversee the project.

Customer Initial _____ Date _____





Date: Monday, February 26, 2024

Proposal # 2024-0171

Submitted To:

Joe Wagner
Berkeley Public Works
McDermott & N Wolf Rd
Berkeley, IL 60163
USA

Contact Information:

Phone: (708) 449-8840
Mobile: (708) 234-2624
E-mail: jwagner@berkeley.il.us

Site Description: # S125338

Berkeley Public Works Sealcoat #2
5917 W Maple Ave
Berkeley, IL 60163
Site Contact:
Site Phone:
Site Email:

Prepared By:

Joe Buscemi

Contact Information:

Mobile: 630-797-0418
Office: (630) 529-2500
E-mail: jbuscemi@aandapaving.com

Project Manager:

Mobile:
Email:

A&A Paving will provide a 2% discount on all proposals if project is awarded in bulk. If individual projects are selected, price is as stated below.

Qty	Proposed Solution
500 LnFt	<p><u>Weekday Crack Sealing</u></p> <p>Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a "V" squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. <u>Cracks will not be sealed in "alligatored" areas.</u></p>
8,400 Sq. Ft.	<p><u>Weekday Sealcoating - 2 Coats - 255 Gallons</u></p> <p>The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive</p> <p><u>Pavement Striping</u></p> <p>Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.</p>



Project Total: **\$5,425.42**

SERVICE TERMS By signing this proposal, you are hereby authorizing A&A Paving to proceed with the work as identified in this proposal and fully accept the terms and conditions hereto. If contracted amount exceeds \$15,000.00, a deposit of 1/3rd of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule.

This proposal may be withdrawn at our option if not accepted within 15 days of Feb 26, 2024

Pavement Consultant Joe Buscemi

Accepted Authorized Signature

Date

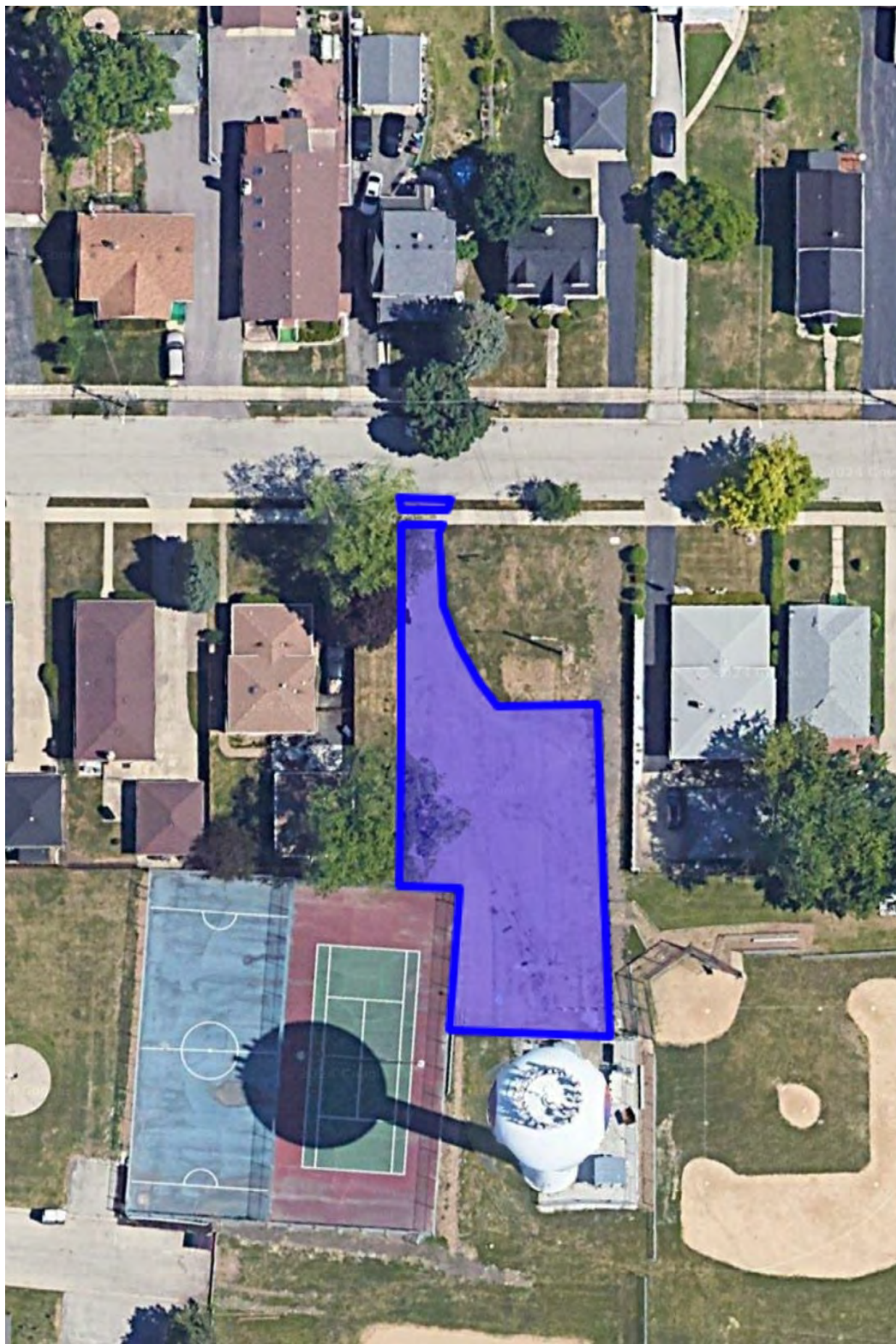


TERMS, CONDITIONS & WARRANTY

A&A Paving Contractors, Inc. hereafter referred to as "A&A"

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- **Arbitration of Disputes and Payment of Attorneys' Fees and Costs:** All disputes related to this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. One arbitrator shall be used in the arbitration process. The prevailing party in such arbitration, or in any other legal action related to this contract, shall recover all costs, expenses, and attorneys' fees from the non-prevailing party.
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Customer Initial _____ Date _____





Date: Monday, February 26, 2024

Proposal # 2024-0170

Submitted To:

Joe Wagner
Berkeley Public Works
McDermott & N Wolf Rd
Berkeley, IL 60163
USA

Contact Information:

Phone: (708) 449-8840
Mobile: (708) 234-2624
E-mail: jwagner@berkeley.il.us

Site Description: # S125337

Berkeley Public Works Sealcoat #3
5819 Electric Ave
Berkeley, IL 60163
Site Contact:
Site Phone:
Site Email:

Prepared By:

Joe Buscemi

Contact Information:

Mobile: 630-797-0418
Office: (630) 529-2500
E-mail: jbuscemi@aandapaving.com

Project Manager:

Mobile:
Email:

A&A Paving will provide a 2% discount on all proposals if project is awarded in bulk. If individual projects are selected, price is as stated below.

Qty Proposed Solution

500 LnFt

Weekday Crack Sealing

Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a "V" squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. Cracks will not be sealed in "alligatored" areas.

19,500 Sq. Ft.

Weekday Sealcoating - 2 Coats - 488 Gallons

The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive

Pavement Striping

Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.



Project Total: **\$6,864.03**

SERVICE TERMS By signing this proposal, you are hereby authorizing A&A Paving to proceed with the work as identified in this proposal and fully accept the terms and conditions hereto. If contracted amount exceeds \$15,000.00, a deposit of 1/3rd of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule.

This proposal may be withdrawn at our option if not accepted within 15 days of Feb 26, 2024

Pavement Consultant Joe Buscemi

Accepted Authorized Signature

Date



TERMS, CONDITIONS & WARRANTY

A&A Paving Contractors, Inc. hereafter referred to as "A&A"

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Customer Initial _____ Date _____





Date: Monday, February 26, 2024

Proposal # 2024-0169

Submitted To:

Joe Wagner
Berkeley Public Works
McDermott & N Wolf Rd
Berkeley, IL 60163
USA

Contact Information:

Phone: (708) 449-8840
Mobile: (708) 234-2624
E-mail: jwagner@berkeley.il.us

Site Description: # S125336

Berkeley Public Works Sealcoat #4
5819 Electric Ave
Berkeley, IL 60163
Site Contact:
Site Phone:
Site Email:

Prepared By:

Joe Buscemi

Contact Information:

Mobile: 630-797-0418
Office: (630) 529-2500
E-mail: jbuscemi@aandapaving.com

Project Manager:

Mobile:
Email:

A&A Paving will provide a 2% discount on all proposals if project is awarded in bulk. If individual projects are selected, price is as stated below.

Qty	Proposed Solution
650 LnFt	<p><u>Weekday Crack Sealing</u></p> <p>Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a "V" squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. <u>Cracks will not be sealed in "alligatored" areas.</u></p>
16,550 Sq. Ft.	<p><u>Weekday Sealcoating - 2 Coats - 414 Gallons</u></p> <p>The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive</p>

Project Total: **\$5,799.11**

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Pavement Consultant Joe Buscemi

Accepted Authorized Signature

Date



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