



**VILLAGE OF FOREST PARK  
REGULAR COUNCIL MEETING AGENDA**  
Monday, July 26, 2010  
Lower Level of Village Hall  
7:00 PM

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE JULY 12, 2010 REGULAR MEETING OF THE COUNCIL**

**PUBLIC COMMENT**

**COMMUNICATIONS:**

1. Request from Girl Scouts of America for Fall Product and Cookie Sales

**DEPARTMENT REPORTS:**

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. **Resolution approving a Second Amendment to Memorandum of Agreement by and between Elite Tire and Auto Service, Inc. and the Village of Forest Park:** To extend time period to negotiate a Redevelopment Agreement to September 30, 2010.
2. **Ordinance amending Subsection A.2. of Section 7-2-1, entitled "Private Use," of Chapter 2, entitled "Use of Public Ways," of Title 7, entitled "Public Ways and Property," of the Village Code:** To allow sidewalk sale with approval of Village Council and Subject to Non-Exclusive License and Indemnity Agreement.
3. **Ordinance approving certain Non-Exclusive License and Indemnity Agreements for a Sidewalk Sale on the public sidewalk of Madison Street in the Village of Forest Park, Illinois:** Allows various retailers to conduct a Sidewalk Sale on July 30, July 31 and August 1 on Madison Street.
4. **Ordinance fixing the salaries for the officials and employees of the Village of Forest Park from and after May 1, 2010**
5. **Motion approving and authorizing the Mayor to execute the Acknowledgement and Waiver of Lien for Red Speed Illinois, LLC:** Acknowledges that all red light cameras and systems belong to Red Speed.
6. **Motion authorizing the Mayor to sign an agreement on behalf of the Community Center for the September 11, 2010 Ribfest event.**

**ADMINISTRATOR REPORT:**

**COMMISSIONER REPORTS**

**ADDITIONAL NEW BUSINESS:**

**ADJOURNMENT**

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

ROLL CALL

<b>COUNCIL MEMBERS:</b>	<b>PRESENT</b>	<b>ABSENT</b>
COMMISSIONER HOSKINS		
COMMISSIONER CURRY		
COMMISSIONER HOSTY		
COMMISSIONER TELLALIAN		
MAYOR CALDERONE		

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Minutes from the July 12, 2010, Regular meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING JULY 12, 2010**

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

**ROLL CALL**

Commissioners Hoskins, Curry, Hosty, Tellalian and Mayor Calderone answered the Roll Call.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Curry and seconded by Commissioner Hosty that the minutes from the June 28, 2010 Regular meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

**ROLL CALL:**

**AYES:** Commissioners Hoskins, Curry, Hosty, Tellalian  
and Mayor Calderone

**NAYS:** None

**ABSENT:** None

The motion carried unanimously.

**PUBLIC COMMENT**

None

**COMMUNICATIONS:**

The request from The Answer Inc. was withdrawn.

Mario, Joseph and Angela Tricoci requested that an honorary street sign be placed on the 7400 block of Warren. There were no objections and a resolution will come before the Village Council at a future meeting.

Michael Thompson requested that the 800 Block of Beloit be named "Honorary Andy Collis Way." There were no objections and a resolution will come before the Village Council at a future meeting.

**DEPARTMENT REPORTS:**

The Finance Department submitted its June, 2010 report.

**APPROVAL OF BILLS:**

It was moved by Commissioner Hoskins and seconded by Commissioner Hosty that the Resolution for the payment of bills be adopted. The Commissioner of Accounts and Finance

**R-57-10  
RESOLUTION FOR  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$420,007.00**

has reviewed the bills as applicable to each department and found the aggregate amounts to be correct and recommends payment when funds are available. The bills totaled \$420,007.00.

**ROLL CALL:**

**AYES:** Commissioners Hoskins, Curry, Hosty, Tellalian and Mayor Calderone

**NAYS:** None

**ABSENT:** None

The motion carried unanimously.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

It was moved by Commissioner Hosty and seconded by Commissioner Curry that the Ordinance approving a conditional use for a drive-through, variations and site plan approval to allow the expansion of an existing car wash in the Village of Forest Park, Cook County, Illinois re: ZBA 2010-03; PC 2010-03: 7343 Roosevelt Road be adopted.

**O-39-10  
ORDINANCE APPROVING  
CONDITIONAL USE AND  
VARIATIONS RE: ZBA 2010-  
03 AND PC 2010-03  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Hoskins, Curry, Hosty, Tellalian and Mayor Calderone

**NAYS:** None

**ABSENT:** None

The motion carried unanimously.

**VILLAGE ADMINISTRATOR'S REPORT:**

Mr. Gillian reported the following:

- The Village is hosting a luncheon tomorrow to educate employers regarding assisting their employees in obtaining a mortgage to purchase a home. The luncheon is being presented by the West Cook Neighborhood Stabilization Consortium and is being sponsored by the Metropolitan Planning Council and Charter One Bank.
- There was a fire on June 8 which significantly damaged the property at 512 Desplaines. The property is in foreclosure and the condition of the structure will present a risk to the health and safety of the community soon. The owners have been served notice of the requirement to restore and clean up the site.
- The Brown Street TIF project has been stalled as a result of the strike by the Laborers and Operators unions. In addition, the Greenburg Road, 50/50 sidewalk program, Fillmore brick

restoration and CDBG Alley projects will be postponed as well. It is unknown how long the strike will last and whether these projects will be completed this season.

**COMMISSIONER'S REPORTS:**

Mayor Calderone reported that he received a request late this afternoon from a Madison Street business requesting permission to hold a sidewalk sale in collaboration with about 10 other merchants on July 30, 31 and August 1 and to place advertising banners on Madison. It was discussed that insurance and indemnification will be required and they should be encouraged to work with the Chamber to promote the event. There were no objections. The Council will take official action at the July 26, 2010 meeting.

**ADJOURNMENT**

There being no further business to be addressed, Commissioner Hosty motioned to adjourn the meeting. Commissioner Curry seconded the motion. The motion carried.

Mayor Calderone declared the meeting adjourned at 7:18 P.M.

Respectfully submitted,

Vanessa Moritz  
**Village Clerk**



July 15, 2010

**Girl Scouts of Greater Chicago  
and Northwest Indiana**  
222 S. Riverside Plaza, Suite 2120  
Chicago, IL 60606  
P: 312-416-2500  
F: 312-416-2932  
girlscoutsgcnwi.org

Vanessa Moritz  
Village of Forest Park  
517 Desplaines Avenue  
Forest Park, IL 60130

Re: Girl Scout Product Programs - Request for Solicitation Permit

On behalf of the Girl Scouts ages 6-17 who are registered members of our council and residents of your community we respectfully announce the dates for our product programs.

**Regional Service Centers**

**North Region**

650 N. Lakeview Parkway  
Vernon Hills, IL 60061  
P: 847-573-0500  
F: 847-573-0400

**Central Region**

1551 Spencer Road  
Joliet, IL 60433  
P: 815-723-3449  
F: 815-723-3479

2400 Ogden Avenue  
Suite 400  
Lisle, IL 60532  
P: 630-544-5900  
F: 630-544-5999

**South Region**

1005 W. 175th Street  
Homewood, IL 60430  
P: 708-957-8100  
F: 708-957-8506

8699 Broadway  
Merrillville, IN 46410  
P: 219-795-3900  
F: 219-795-9644

***We have a significant change to our fall product program\****. Our fall program is, and always has been, a family and friends program. Little or no door to door solicitation is involved. New this year our Girl Scouts have the opportunity to use the internet. Items ordered on-line are shipped directly to the customer. With implementation of this internet opportunity, solicitation permits are not necessary for the fall program. However, we respectfully provide you with our timeline for both programs:

\*Fall Product Program: October 8-23, 2010; Delivery November 12-13  
Annual Cookie Program: January 8-23, 2011; Delivery February 11-19

For the annual cookie program, to follow is information for your information and file. If the information is sufficient, please check the appropriate box below and e-mail (or fax) this letter back to me as soon as possible. If you require an application for the cookie program or require other documentation please mail (or e-mail) it to the Lisle address in the information section below.

If permits are required, please issue it to us in the form of a letter, not badges. Due to the number of Girl Scouts participating, badge distribution is no longer feasible. Your permit or letter of approval in a PDF format can be e-mailed to each girl and troop directly from our office.

Check your records to insure that you have our most current certificate on file. Our certificate of insurance is automatically sent to you or about January 1 each year directly from our insurance agent.

If you have questions or need additional information, e-mail me at [ccarlson@girlscoutsgcnwi.org](mailto:ccarlson@girlscoutsgcnwi.org) or call me at (630) 544-5972

Thank you for your support and for helping our girls to Discover, Connect and Take Action to make our world a better place.

Christine Carlson  
Director of Product Program

**Please check the appropriate box below and return this letter to the address above:**

- The attached information is sufficient and your request is approved as submitted
- Please complete and return the enclosed application
- We also require the following document



Girl Scouting builds girls of courage, confidence, and character,  
who make the world a better place.

**APPLICATION FOR NON-COMMERCIAL SOLICITATION**

**Not for Profit Organization**

**Name of Organization:** Girl Scouts of Greater Chicago and Northwest Indiana  
**Corporate Address:** 222 S. Riverside Plaza, Suite 2120, Chicago, IL 60606  
**Name of corporate person responsible to sign agreement:** Mavis Laing, Chief Operations Officer  
P: 312-416-2500 F: 312-416-2932  
E: [MLaing@girlscoutsgcnwi.org](mailto:MLaing@girlscoutsgcnwi.org)

**Name of Person in Charge of Program:** Christine Carlson, Director of Product Programs  
**Address of person in charge of program:** Lisle Regional Service Center, 2400 Ogden Avenue, Suite 400, Lisle, IL 60532

Note: The person in charge named above is requesting permission and is responsible for the entire jurisdiction of the council. You will not receive requests from local constituents.

**Person in Charge Phone / E-Mail:** P: 630-544-5972; F: 630-544-5999  
E: [CCarlson@girlscoutsgcnwi.org](mailto:CCarlson@girlscoutsgcnwi.org)

**Person in charge can be contacted:** Monday-Friday 8:30 a.m. to 5 p.m.

**Non-Commercial Solicitation Purpose:** Annual Girl Scout cookie program

**Program Dates:** Order Card Sales: January 3-23, 2011  
Products are paid upon delivery  
Delivery period: February 11-19, 2011

Arrangements and permission for cookie booths are made directly with local merchants. Product is sold and paid for at the sale site

**Hours of solicitation** As described by ordinance code

**Description of Vehicles used in solicitation:** None

**Last date of previous requests:** October 2009-March 2010

**Has the permit ever been revoked? If yes, when.** No

**Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois or any other state or Federal law of the United States? If yes, when.** No

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Resolution for the payment of the bills in the amount of \$637,924.32 be adopted.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**RESOLUTION No.**

**BE IT RESOLVED** by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Public Affairs/Police	\$	22,381.24
Community Center	\$	1,727.65
Accounts & Finance (Clerks Office)	\$	79,351.66
Accounts & Finance (Fire Department)	\$	2,985.31
Department of Health & Safety	\$	9,863.00
Street Department	\$	37,439.33
Public Property	\$	66,775.85
Water Department	\$	412,337.22
TIF	\$	4,538.56
Police Vehicle Fund	\$	524.50
<b>TOTAL</b>	<b>\$</b>	<b>637,924.32</b>

**ADOPTED BY THE Council of the Village of Forest Park this 26th Day of July, 2010.**

Ayes:  
Nays:  
Absent:

\_\_\_\_\_  
Anthony T. Calderone, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Resolution approving a Second Amendment to Memorandum of Agreement by and between Elite Tire and Auto Service, Inc. and the Village of Forest Park, Cook County, Illinois be adopted.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**A RESOLUTION APPROVING A SECOND AMENDMENT TO  
MEMORANDUM OF AGREEMENT BY AND BETWEEN  
ELITE TIRE AND AUTO SERVICE, INC. AND THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Forest Park (the “Village”) did heretofore approve and enter into a Memorandum of Agreement with Elite Tire and Auto Service, Inc. (“Elite”) and First Amendment to Memorandum of Agreement, concerning the redevelopment of 7201 Franklin, Forest Park, Illinois, in the Brown Street Redevelopment Project Area within the Village; and

WHEREAS, Elite and the Village desire to enter into a Second Amendment to Memorandum of Agreement.

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

Section 1. The foregoing recitals are incorporated herein by this express reference.

Section 2. Upon receipt from Elite of two (2) executed copies of the Second Amendment to Memorandum of Agreement, the Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest, the Second Amendment to Memorandum of Agreement, in substantially that form attached hereto as Exhibit “A,” with such changes therein as shall be approved by the officials of the Village executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Second Amendment to Memorandum of Agreement.

Section 4. This Resolution shall be in full force and effect immediately upon its passage and approval.

Resolved this 26<sup>th</sup> day of July, 2010.

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

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

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

APPROVED:

\_\_\_\_\_  
Anthony T. Calderone, Mayor

ATTESTED:

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**EXHIBIT "A"**

**SECOND AMENDMENT TO  
MEMORANDUM OF AGREEMENT**

**SECOND AMENDMENT TO  
MEMORANDUM OF AGREEMENT**

This SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (“Second Amendment”) is made and entered into as of the \_\_\_\_\_ day of July, 2010 (“Effective Date”), by and between the VILLAGE OF FOREST PARK, an Illinois municipal corporation located in Cook County, Illinois (the “Village”), and ELITE TIRE AND AUTO SERVICE, INC., an Illinois corporation, and/or its affiliate (“Developer”). (The Village and Developer are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”)

W I T N E S S E T H:

WHEREAS, the Village and the Developer entered into that certain Memorandum of Agreement dated November 25, 2009, and First Amendment to Memorandum of Agreement dated May 19, 2010 (collectively the “Agreement”), for the redevelopment of the property commonly described as 7201 Franklin, Forest Park, Illinois (“Property”); and

WHEREAS, pursuant to the Agreement, the Parties were to have negotiated a Redevelopment Agreement on or before July 30, 2010, all as further set forth in the Agreement; and

WHEREAS, the Village and the Developer desire to amend the Agreement to extend the time periods for the negotiation of a Redevelopment Agreement, on the terms set forth in this Second Amendment.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are fully incorporated into this Second Amendment. In the event the terms and conditions of this Second Amendment conflict with the terms and conditions of the Agreement, the Village and the Developer hereby understand, acknowledge and agree that the terms and conditions of this Second Amendment shall control.

2. Redevelopment Agreement. The Village and the Developer hereby understand, acknowledge and agree that the time period, as set forth in Article 2 of the Agreement, to negotiate in good faith a Redevelopment Agreement, shall be extended up to and including September 30, 2010.

3. Facsimile and Counterpart Signature. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument. For purposes of executing this Second Amendment, any signed copy of this Second Amendment may be transmitted electronically or by facsimile and the signature of any party hereon shall, for purposes of execution hereof, be considered an original signature. Any electronic or facsimile transmission of this Second Amendment shall, at the request of either Party, be re-executed by the other Party in an original form, and neither Party shall raise the use of a facsimile or electronic transmission or the fact that any signature was transmitted thereby, as defense to the effectiveness of this Second Amendment.

4. Ratification. In all other respects, the Agreement, as amended, is hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Developer have executed this Second Amendment as of the date and year set forth below to their respective signatures.

VILLAGE OF FOREST PARK,  
an Illinois municipal corporation

ELITE TIRE AND AUTO SERVICE, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

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

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Ordinance amending Subsection A.2. of Section 7-2-1, entitled "Private Use," of Chapter 2, entitled "Use of Public Ways," of Title 7, entitled "Public Ways and Property," of the Village Code of Ordinances of the Village of Forest Park, Cook County, Illinois be adopted.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**ORDINANCE NO. 0- \_\_\_\_\_ 2010**

**AN ORDINANCE AMENDING SUBSECTION A.2. OF SECTION 7-2-1, ENTITLED "PRIVATE USE," OF CHAPTER 2, ENTITLED "USE OF PUBLIC WAYS," OF TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

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

**Section 1:** Subsection A.2. of Section 7-2-1, entitled "Private Use," of Chapter 2, entitled "Use of Public Ways," of Title 7, entitled "Public Ways and Property" of the Village Code of Ordinances of the Village of Forest Park, is hereby amended to read as follows (new language identified in *italics*):

**7-2-1: PRIVATE USE:**

A. Use Restricted:

\* \* \*

2. Except as provided in subsection B of this section, *or unless approved by the village council subject to the approval and authorization of a Non-Exclusive License and Indemnity Agreement*, it shall be unlawful for any person to use any street, sidewalk, parkway or other public place or area for the display, sale or peddling of any goods or merchandise.

**Section 2:** This Ordinance shall be in full force and effect upon and after its passage and approval as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26<sup>th</sup> day of July, 2010.

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

**APPROVED:**

\_\_\_\_\_  
Anthony T. Calderone, Mayor

**ATTEST:**

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Ordinance approving certain Non-Exclusive License and Indemnity Agreements for a sidewalk sale on the public sidewalk of Madison Street in the Village of Forest Park, Illinois be adopted.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**ORDINANCE NO. O-\_\_\_\_-10**

**AN ORDINANCE APPROVING CERTAIN NON-EXCLUSIVE LICENSE  
AND INDEMNITY AGREEMENTS FOR A SIDEWALK SALE  
ON THE PUBLIC SIDEWALK OF MADISON STREET  
IN THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Council of the Village of Forest Park has determined that the temporary and limited use of the public right-of-way for the purpose of conducting a sidewalk sale is in the interest of the public convenience or will provide for the general welfare of the businesses located along Madison Street; and

WHEREAS, the following businesses located on Madison Street desire to enter onto and utilize a certain portion of the Village right of way immediately adjoining their business for conducting a sidewalk sale (“Sidewalk Sale”) on July 30, 2010 through August 1, 2010, generally between the hours of 9:00 a.m. to 7:00 p.m.:

Camille et Famille  
Team Blonde  
Boulevard Fine Arts  
Deedee & Edee  
Moss Modern Flowers  
Schauer's Do It Best Hardware  
Schauer's Hallmark  
Two Fish  
House Red  
@ Work Design  
Heels Boutique  
Baubo's Garden  
Fantastic Sam's  
Chix with Sticks

WHEREAS, the Council of the Village of Forest Park is willing to enter into and grant the above-referenced businesses a Non-Exclusive License and Indemnity Agreement to allow for the use of the public right-of-way for the purpose of a Sidewalk Sale.

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

Section 1. The foregoing recitals are incorporated herein as findings of the corporate authorities of the Village.

Section 2. The corporate authorities of the Village hereby determine that it is advisable, necessary, and in the interests of the public health, safety, and welfare that the Village enter into the Non-Exclusive License and Indemnity Agreements, attached hereto as Group Exhibit A, for the purpose of allowing for Sidewalk Sales on Madison Street, on July 30, 2010 through August 1, 2010, generally between the hours of 9:00 a.m. and 7:00 p.m., subject to the following conditions, limitations and controls, which are undertaken to lessen or preclude any undesirable effects of conducting the Sidewalk Sales:

- A. Only businesses currently holding a valid business license issued by the Village may sell merchandise at the Sidewalk Sale.
- B. No street or alley shall be blocked by any merchandise offered for sale.
- C. A two-foot (2') passageway for pedestrians shall remain open at all times.
- D. All merchandise offered for sale shall be secured and adequately placed so that it will not be blown away or blown over by the wind, endanger any passerby or fall or extend into any street or alley.
- E. No merchandise shall be sold from any motor vehicle, cart or trailer parked on the public right-of-way.
- F. No merchandise shall be displayed for sale before 9:00 a.m., and all tables, merchandise and other items shall be removed from the public sidewalk not later than 7:00 p.m. on July 30, 2010 through August 1, 2010.

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute and attest the Non-Exclusive License and Indemnity Agreements, attached hereto as

Group Exhibit A, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreements.

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

**ADOPTED** by the Council of the Village of Forest Park, Cook County, Illinois, this 26<sup>th</sup> day of July, 2010.

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

**APPROVED:**

\_\_\_\_\_  
Mayor Anthony T. Calderone

**ATTEST:**

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**GROUP EXHIBIT A**

**Non-Exclusive License and Indemnity Agreements for:**

**Camille et Famille**

**Team Blonde**

**Boulevard Fine Arts**

**Deedee & Edee**

**Moss Modern Flowers**

**Schauer's Do It Best Hardware**

**Schauer's Hallmark**

**Two Fish**

**House Red**

**@ Work Design**

**Heels Boutique**

**Baubo's Garden**

**Fantastic Sam's**

**Chix with Sticks**

## Non-Exclusive License and Indemnity Agreement

This Non-Exclusive License and Indemnity Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Licensor" or "Village") and \_\_\_\_\_, (herein referred to as "Licensee").

Licensee desires to enter onto and utilize a certain portion of the Village right of way immediately adjoining the Licensee's business (hereinafter referred to as "Licensed Right of Way"), for the limited purpose of utilizing the Licensed Right of Way for the sale of goods and wares offered by Licensee in its place of business adjoining the Licensed Right of Way ("Sidewalk Sale"), and the Licensor is willing to grant Licensee a non-exclusive and temporary license to do so, on the terms and conditions set forth below. In signing this document, Licensee acknowledges that the Village would not allow such a use unless Licensee acknowledges its voluntary participation and fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

Licensor hereby grants Licensee and its invitees, employees, volunteers, representatives and agents (collectively, the "Users"), a temporary, non-exclusive license to enter on the Licensed Right of Way for the limited purpose of utilizing the Licensed Right of Way for the Sidewalk Sale, subject to the following terms and conditions:

(1) TERM. The term of this License shall be \_\_\_\_\_ day(s), beginning \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m., and ending \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m. (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall solely use the Licensed Right of Way for the limited purpose of the Sidewalk Sale. The Licensee shall not alter the Licensed Right of Way in any fashion without the written consent of the Licensor. The Licensee's use of the Licensed Right of Way shall not be exclusive and shall not interfere with the Licensor's use of or access to the Licensed Right of Way.

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

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Licensed Right of Way in its current condition and Licensor makes no representations concerning the condition of the Licensed Right of Way. Licensor has no duty or obligation to maintain or repair the Licensed Right

of Way during the License Term. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Licensed Right of Way maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited to the Licensed Right of Way any articles of permanent or semi-permanent character.

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

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

Licensee hereby covenants and agrees that Indemnitees shall not be liable for any damages arising from personal injury or damage to property which may be sustained in any way in, on or about the premises where the Sidewalk Sale is located. Licensee will assume full responsibility for any such injuries or damages and hereby fully and forever releases and discharges the Indemnitees from any and all claims, demands, damages, rights or actions or causes of action present or future whether the same be known, anticipated or unanticipated resulting from or arising out of the operation of the Sidewalk Sale on the Licensed Right of Way.

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

No later than ten (10) days prior to the Sidewalk Sale, the Licensee shall furnish to the Licensor, proof of a valid business license and a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

(6) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Licensee shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Licensed Right of Way, or any part thereof.

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

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

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

**LICENSOR**

Village of Forest Park, an Illinois municipal corporation

By: \_\_\_\_\_  
Anthony T. Calderone, Mayor

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

**LICENSEE**

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

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

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that the Ordinance fixing the salaries for the officials and employees of the Village of Forest Park from and after May 1, 2010, be adopted.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

**ORDINANCE NO. O- -10**

**AN ORDINANCE FIXING THE SALARIES FOR THE OFFICIALS AND EMPLOYEES  
OF THE VILLAGE OF FOREST PARK FROM AND AFTER MAY 1, 2010**

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

**SECTION 1: SALARIES:** The salaries of the officials and employees of the Village of Forest Park, Cook County, Illinois, shall be and the same are hereby fixed at the amounts hereinafter set forth.

**I. OFFICIALS**

- 1a) Mayor: \$30,000 per year
- 1b) Local Liquor Commissioner: \$10,000 per year
- 1c) Commissioner: \$10,000 per year
- 1d) Village Prosecutor: \$20,000 - \$55,000
- 1e) Village Treasurer: \$2,750 - \$3,000

**II. OFFICE OF THE MAYOR – DEPARTMENT OF PUBLIC AFFAIRS**

- 2a) Village Administrator: \$85,000 - \$120,000
- 2b) Administrative Assistant to Mayor: \$40,000 - \$67,000
- 2c) Risk Management Safety Coordinator: \$2,000 - \$2,500
- 2d) Board of Fire and Police Commissioners Secretary: \$3,528 - \$4,000
- 2e) Emergency Service Disaster Agency Coordinator: \$2,000 – \$2,500

**III. HOWARD MOHR COMMUNITY CENTER**

- 3a) Community Center Director: \$50,000 - \$60,000
- 3b) Full-time Driver: (as per collective bargaining agreement)
- 3c) Part-time Driver: \$11.00 - \$16.29 per hour
- 3d) Full-time Clubhouse Coordinator: \$30,000 - \$37,000
- 3e) Full-time Assistant Clubhouse Coordinator: (as per collective bargaining agreement)
- 3f) Part-time Clubhouse Coordinator: \$8.00 - \$13.00 per hour
- 3g) Part-time Clubhouse Counselor/Instructor: \$8.00 - \$13.00 per hour
- 3h) Community Center Custodian: (as per collective bargaining agreement)
- 3i) Part-time seasonal summer help: \$8.00 - \$13.00 per hour
- 3j) Youth Activities: \$8.00 - \$13.00 per hour

#### **IV. CLERK'S OFFICE**

- 4a) Village Clerk: \$50,000 - \$70,000
- 4b) Finance Director/Comptroller: \$65,000 - \$79,000
- 4c) Finance Assistant: \$40,000 - \$50,000
- 4d) Administration/Head Cashier: (as per collective bargaining agreement)
- 4e) Administration/Switchboard: (as per collective bargaining agreement)
- 4f) Administration/Accounts Receivable: (as per collective bargaining agreement)
- 4g) Administration/Accounts Payable: (as per collective bargaining agreement)
- 4h) Administration/Utility Billing Processor/Cashier: (as per collective bargaining agreement)

#### **V. POLICE DEPARTMENT**

- 5a) Chief of Police: \$80,000 - \$116,000
- 5b) Deputy Chief: \$80,000 - \$104,000
- 5c) Lieutenant: \$80,000 - \$94,000
- 5d) Sergeant: (as per collective bargaining agreement)
- 5e) Regular Patrolmen: (as per collective bargaining agreement)
- 5f) Part-time Police Officer: \$20.00 per hour
- 5g) Director of Communications: \$60,000 - \$73,000
- 5h) Part-time Civilian Personnel assigned to parking/call takers: (as per collective bargaining agreement)
- 5i) Parking/Records Clerk: (as per collective bargaining agreement)
- 5j) Secretary to Chief of Police: \$40,000 - \$56,000
- 5k) Full-time Communications Operator: (as per collective bargaining agreement)
- 5l) Part-time Communications Operator: \$20.40 - \$26.00 hourly
- 5m) Parking Enforcement: (as per collective bargaining agreement)
- 5n) School Crossing Guard: \$12.50 - \$13.50 per hour
- 5o) Annual Specialty Pay: (as per collective bargaining agreement)

#### **VI. FIRE DEPARTMENT**

- 6a) Fire Chief: \$90,000 - \$116,000
- 6b) Captain/Deputy Chief: \$80,000 - \$104,000
- 6c) Lieutenant: (as per collective bargaining agreement)
- 6d) Regular Firefighter: (as per collective bargaining agreement)

- 6e) Part-time Fire Inspector: (as per FLSA Section 7(g))
- 6f) Part-time Fire Instructor: (as per FLSA Section 7(g))

## **VII. DEPARTMENT OF PUBLIC HEALTH AND SAFETY**

- 7a) Director of Public Health & Safety: \$10,000 – 15,000
- 7b) Code Enforcement Officer/Inspector: (as per collective bargaining agreement)
- 7c) Part-time Seasonal Building Inspector: \$8.00 - \$13.00 per hour
- 7d) Administrative Secretary to Building Director: (as per collective bargaining agreement)
- 7e) Building Department Secretary: (as per collective bargaining agreement)
- 7f) Electrical Inspector: \$7,000 - \$11,000 per year  
plus \$40.00 Car Allowance per month
- 7g) Plumbing Inspector: \$7,000 - \$11,000 per year  
plus \$40.00 Car Allowance per month

## **VIII. DEPARTMENT OF PUBLIC WORKS**

- 8a) Director of Public Works: \$75,000 - \$85,000
- 8b) Assistant Director of Public Works: \$70,000 - \$80,000

### **8.1. DIVISION STREETS & PUBLIC IMPROVEMENTS**

- 8.1a) Chauffer(s) Operating Heavy Equipment: (as per collective bargaining agreement)
- 8.1b) Service & Certified Class C Water Operator/Water Department: (as per collective bargaining agreement)
- 8.1c) Seasonal Summer Help: \$9.00 - \$12.00 per hour

### **8.2 DIVISION OF PUBLIC PROPERTY**

- 8.2a) Chauffeur(s) Operating Heavy Equipment: (as per collective bargaining agreement)
- 8.2b) Fleet Manager: (as per collective bargaining agreement)
- 8.2c) Parking Meter Repairperson: (as per collective bargaining agreement)
- 8.2d) Custodian: (as per collective bargaining agreement)
- 8.2f) Custodian 2: (as per collective bargaining agreement)
- 8.2g) Seasonal Summer Help: \$9.00 - \$12.00 per hour

**SECTION 2: BENEFITS:**

**A. HEALTH INSURANCE:**

Members of the Department of Streets and Public Improvements, the Department of Public Property, and the Fleet Mechanics are subject to a collective bargaining agreement and will receive paid benefits as specified in their respective contracts.

Communications Operators and sworn personnel in the Police and Fire Departments covered under the Village health insurance plans shall contribute amounts as per the schedule in their collective bargaining agreement.

All personnel who are members of the AFSCME Local 3026 and covered under the Village health insurance plan shall contribute amounts as per the schedule in their collective bargaining agreement.

All other full-time, regular employees covered under the Village Health Insurance Plans shall contribute at the monthly rate scheduled herein:

**PPO Plan:** 12% of premium

**HMO Plan:** 10% of premium

**B. LIFE INSURANCE:**

Department heads, the village clerk and deputy village clerk(s) will be covered by a \$100,000 group life insurance policy paid by the Village. All other full-time, regular employees (excluding employees attached to the Department of Streets and Public Improvements and the Department of Public Property covered by a collective bargaining agreement) will be covered by a \$50,000.00 group life insurance policy paid by the Village. After 65 years of age, the amount will be as determined by the Council and carrier.

**SECTION 3:** The salaries and benefits herein specified shall become effective as of the first day of May, 2010, payable semi-monthly on the fifteenth and last day of each month.

**SECTION 4:** Salaries enumerated herein apply to all existing employees and new hires engaged after the effective date of this Ordinance.

**SECTION 5:** Any ordinance or portion of any ordinance in conflict with any provision of this Ordinance is hereby repealed to the extent of such conflict.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**ADOPTED** by the Council of the Village of Forest Park, Cook County, Illinois, this 26<sup>th</sup> day of July, 2010.

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

NAYES: \_\_\_\_\_

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

SIGNED:

\_\_\_\_\_  
Anthony T. Calderone, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**

**Monday, July 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby move to accept and approve the Acknowledgement and Waiver of Lien for RedSpeed Illinois, LLC, and further move to authorize the Mayor to execute the Acknowledgement and Waiver of Lien attached hereto on behalf of the Village of Forest Park.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk



**ACKNOWLEDGEMENT AND WAIVER OF LIEN**

This Acknowledgement And Waiver of Lien, dated as of \_\_\_\_\_, 2010, is executed by the Village of Forest Park, a municipal corporation (the "Municipality") for the benefit of RedSpeed Illinois, LLC, an Illinois limited liability company ("RedSpeed"), with reference to the Agreement between the Municipality and RedSpeed for Traffic Law Enforcement System, dated as of December 17, 2007 (the "Agreement").

WHEREAS, RedSpeed has entered into a Loan and Security Agreement, dated of as May 12, 2010 (the "Loan Agreement"), with Standard Bank and Trust Company, an Illinois banking corporation (the "Lender"), pursuant to which Lender will provide a term loan ("Loan") to RedSpeed.

WHEREAS, as a condition of Lender funding the Loan under the Loan Agreement, Lender has required RedSpeed to obtain from Municipality an acknowledgement that all of the Equipment ( as defined in the Agreement to mean any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s) (as defined in the Agreement), including but not limited to all camera systems, housings, radar units, and poles) is owned by RedSpeed and not Municipality and a waiver and/or subordination by the Municipality of any and all lien rights, if any, in the Equipment to those of the Lender.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Municipality, Municipality states as follows:

1. Municipality hereby acknowledges that the Equipment is owned by RedSpeed and not Municipality and that the Equipment is and will remain the personal property of RedSpeed and will not become fixtures, even though the Equipment may be affixed to or placed on Municipality's property.
2. Municipality hereby acknowledges and consents to the pledge by RedSpeed of the Equipment to Lender, but not the service provided under the Agreement, as collateral under the terms of the Loan Agreement.
3. Except for any judgment lien that the Municipality may secure against RedSpeed, the Municipality hereby waives and releases unto the Lender and its successors and assigns any and all right granted by or under any present or future laws, any and all claims, liens or demands of any kind that Municipality may have in the Equipment.

**MUNICIPALITY:**

**VILLAGE OF FOREST PARK**

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

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

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

Dated: \_\_\_\_\_

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move to approve and authorize the Mayor's signature on an agreement by and between Entertainment Management Group and the Village for the September 11, 2010 Ribfest event.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk

# emg Entertainment Management Group

Contract made this date 07/19/2010, between The Village of Forest Park (hereinafter referred to as **PURCHASER**) and Entertainment Management Group, a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties is \$14,000 (see item #7). Please Initial \_\_\_\_\_

1. **EVENT**: Forest Park Ribfest Please Initial \_\_\_\_\_

2. **DATE(S) OF ENGAGEMENT**: 09/11/2010 **RAIN OR SHINE** Please Initial \_\_\_\_\_

3. **Location**: 7834 Madison, Forest Park, IL Please Initial \_\_\_\_\_

4. **SERVICES PROVIDED**: **AGENT** will provide event management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include contacting the bands (or representatives) listed under item #3, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel. **AGENT** will disburse payments for bands services. Please Initial \_\_\_\_\_

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT** shall contract the following listed bands: **Stereola, The New Invaders, Arra, The Idcs of March featuring Jim Peterik.**

Please Initial \_\_\_\_\_

6. **SPECIAL PROVISIONS**: Please Initial \_\_\_\_\_

{a} If engagement(s) are canceled due to inclement weather, bands will receive full compensation.

{b} To be provided by purchaser:

Dressing area

Stage, Sound & Lights, Power

Coolers, ice, bottled water, soda and diet soda for the stage. Food if possible.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} **FORCE MAJEURE**: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.

{f} No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**. Any fees imposed by BMI or ASCAP regarding performances of any band are the responsibility of the **PURCHASER**.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

---

847.364.6400 • Fax 847.364.6409 • Emgtalent@aol.com • P.O. Box 91766 • Elk Grove Village, IL 60009

{h} It is agreed that **AGENT** acts as a Talent Agent and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, it's officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that **AGENT** depends on its resources (**PURCHASER**) for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{j} **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.


{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

**PURCHASER** shall pay a \$4,000.00 Deposit to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 08/06/2010 Please Initial \_\_\_\_\_

**PURCHASER** shall pay a Final Payment of \$10,000.00 to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 08/30/2010 Please Initial \_\_\_\_\_

x \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
**PURCHASER**  
Anthony Calderon  
Mayor  
Forest Park, IL 60130

x  Date 7/19/2010  
**AGENT**  
Entertainment Management Group  
PO Box 91766  
Elk Grove Village, IL 60009

**VILLAGE COUNCIL**  
**VILLAGE OF FOREST PARK, ILLINOIS**  
(Under Commission Form of Government)

**MONDAY, JULY 26, 2010**

**TO THE HONORABLE MAYOR AND COMMISSIONERS:**

I hereby Move that we adjourn.

<b>COUNCIL MEMBERS:</b>	<b>MOVED</b>	<b>SECONDED</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
COMMISSIONER HOSKINS						
COMMISSIONER CURRY						
COMMISSIONER HOSTY						
COMMISSIONER TELLALIAN						
MAYOR CALDERONE						

I certify that the above is a true and correct record of the action taken by the Mayor and Village Council of the Village of Forest Park on \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Vanessa Moritz  
Village Clerk