

Village Council May 24, 2021 In-Person and Zoom Meeting at 7PM

Join Meeting ONLINE or CALL-IN - Observe live ZOOM meeting <https://us02web.zoom.us/j/86256015650> or Call-in (+1 312 626 6799, Webinar ID: 862 5601 5650)

Public COMMENT - Required to be submitted to Village Clerk in advance of meeting:

In person Comments: Complete and submit Speaker Sign in Form to Clerk prior to 7 PM, start of Council Meeting

Online Comments: Email required to be sent before 6:30 PM to Clerk, Vanessa Moritz, vmoritz@forestpark.net

VILLAGE OF FOREST PARK

REGULAR COUNCIL MEETING AGENDA

Monday, May 24, 2021

Observe live meeting (In-person, Online-Zoom or Call-in)

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES:

- Approval of the Minutes from the May 10, 2021 Regular Meeting of the Council
- Approval of the Minutes from the May 10, 2021 Closed Session Meeting of the Council
- Approval of the Minutes from the May 12, 2021 Special Meeting of the Council

PUBLIC COMMENT

COMMUNICATIONS

DEPARTMENT REPORTS:

- Fire Department April Report

BILLS BY RESOLUTION:

- Bills by Resolution

UNFINISHED BUSINESS

NEW BUSINESS:

1. Consideration of an Ordinance Authorizing the Sale or Disposition of Surplus Obsolete Electronic Property of the Village
2. Consideration of a Resolution Approving and Ratifying the Execution of Change Order No.2 to the Contract with KLF Enterprise, Inc. for the Altenheim Building Demolition Project
3. Consideration of a Resolution Approving a Forest Park National Bank & Trust Co. Desktop Deposit Service Agreement
4. Consideration of a Motion to Approve Changes in Contract Specifications Related to the Painting of Village Logo upon Village's South Water Tower
5. Consideration of a Motion to Approve Requests by the Forest Park Juneteenth Planning Committee to Display Juneteenth Celebration Banners as well as Hosting Flag-Raising Ceremony at Village Hall

ADMINISTRATOR REPORT

COMMISSIONER REPORTS

ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, MAY 10, 2021**

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

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Novak and seconded by Commissioner Nero that the minutes from the April 26, 2021, Regular Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Mr. Art Sundry submitted petitions containing signatures from individuals urging the Village Council to revoke the liquor license of Forest Park Tap Room.

Mr. Mark Denny requested the village address the disturbances, code violations and offensive nuisance violations at the Crystal Car Wash at 901 Harlem Avenue. Mr. Denny cited several village codes that he believes are being violated and submitted several letters of support from surrounding neighbors.

Ms. Lynda Guillu expressed her concerns about the excessive noise and disturbances related to Forest Park Tap Room and requested that the village control the chronic issues.

Mr. Erich Krumrei, Owner of Play it Again Sports at 7443 Madison Street announced that the store is now officially open and expressed his gratitude for all the help received, as well as his eagerness to be a part of the community.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Novak and seconded by Commissioner Byrnes that the Resolution for the payment of bills be adopted. The Commissioner of Accounts and Finance 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 \$397,929.59.

**R-37-21
APPROVAL OF BILLS IN
THE AMOUNT OF
\$397,929.59
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Novak and seconded by Commissioner Nero to recess into closed session to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body and to consider and deliberate salary schedules for one or more classes of employees.

The motion carried
unanimously.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

RECESS INTO CLOSED SESSION AT 7:16 P.M.

**OPEN SESSION
RECONVENED AT 8:16 P.M.**

It was moved by Commissioner Novak and seconded by Commissioner Byrnes that the Village Council reconvene to open session.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-38-21
RESOLUTION WAIVING
IMRF HIRING FREEZE FOR
VILLAGE ADMINISTRATOR
APPROVED**

It was moved by Commissioner Novak and seconded by Commissioner Byrnes that the Resolution authorizing the waiver of the Hiring Freeze for IMRF Employees regarding the hiring of a Village Administrator be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**AGENDA ITEM
WITHDRAWN**

Agenda Item 3 was withdrawn.

**R-39-21
RESOLUTION APPOINTING
MOSES AMIDEI AS
VILLAGE ADMINISTRATOR
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Novak that the Resolution appointing a Village Administrator and approving and authorizing the execution of a Village Administrator Employment Agreement for the Village of Forest Park be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-40-21
RESOLUTION
AUTHORIZING BIDDING OF
14TH STREET
RESURFACING PROJECT
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park 14th Street Resurfacing CDBG Project be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

None

COMMISSIONER'S REPORTS:

All of the elected officials congratulated Moses Amidei on his appointment to Village Administrator and welcomed him to the Forest Park team.

Commissioner Byrnes expressed his appreciation to the Forest Park Police Officers and the Department on the handling of disturbances on Madison Street under extremely difficult circumstances.

Commissioner Nero expressed his hope that the village will be able to curtail the recent disturbances being experienced on Madison Street.

Commissioner Voogd reported that the village will be holding an electronic recycling event the week of May 22 through May 27th. Details can be found on the village's website and Facebook page. Also, there will a volunteer Community Cleanup day on May 22nd, in coordination with the Park District.

Mayor Hoskins reported that the Village Council is holding an in-person Special Meeting on Wednesday, May 12th to consider mitigations to address the issues in the Central Business District. The public is welcome to attend.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 8:21 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, MAY 12, 2021**

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call.

PUBLIC COMMENT

The following individuals provided public comment in favor of adopting the proposed ordinance to further amend the hours of sale and delivery of alcoholic liquor:

- Tim Shanahan
- Connie Brown
- Linda Cibula
- Art Sundry
- Forest Park Police Officer Miller
- William Todd

The following individuals provided public comment in opposition to adopting the proposed ordinance to further amend the hours of sale and delivery of alcoholic liquor:

- Matthew Sullivan
- Heidi Hassell
- Danielle Condon
- Lynn Sorice
- April Reed
- Matt Duda
- Chris Buckley
- Madison Doss
- Scott Burns
- John Fustar
- Sean Davis
- Neil Driscoll
- Joseph Sullivan
- Chris Fleming
- Sean O'Leary
- Christina Cray
- Hansel Law
- Paul Theriault
- Roger Salako

The following individuals provided public comment regarding the proposed ordinance to further amend the hours of sale and delivery of alcoholic liquor, providing alternative ideas neither in support of nor against the adoption:

- John Cunningham
- Kristen Lyons
- Michelle Fitz-Henry
- M. Isselhard

NEW BUSINESS:

It was moved by Commissioner Novak and seconded by Commissioner Nero that the Ordinance temporarily further amending hours of sale and delivery of alcoholic liquor in Class A, A1, A7 and A8 Liquor Licensed Establishments in the Village of Forest Park, Illinois be adopted. There was discussion by each elected official expressing their thoughts about the situation and the proposed ordinance.

**O-09-21
ORDINANCE
TEMPORARILY AMENDING
HOURS OF SALE AND
DELIVERY OF ALCOHOL
FOR CERTAIN
ESTABLISHMENTS
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 8:48 P.M.

Respectfully submitted,

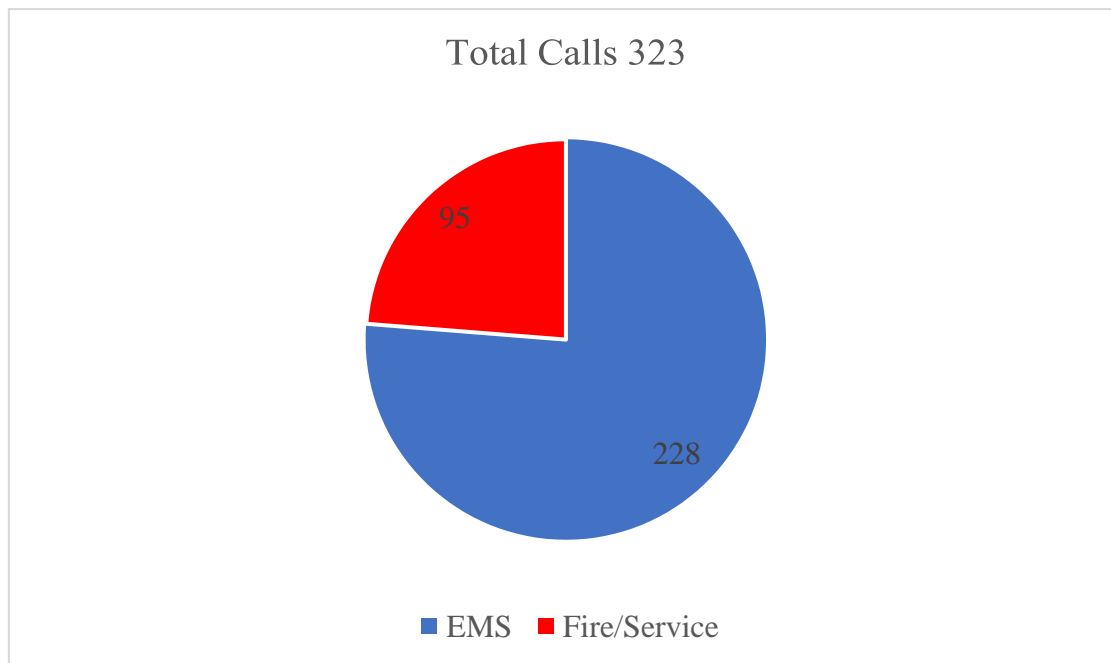
Vanessa Moritz
Village Clerk

Forest Park Fire Department

Monthly Report

April 2021



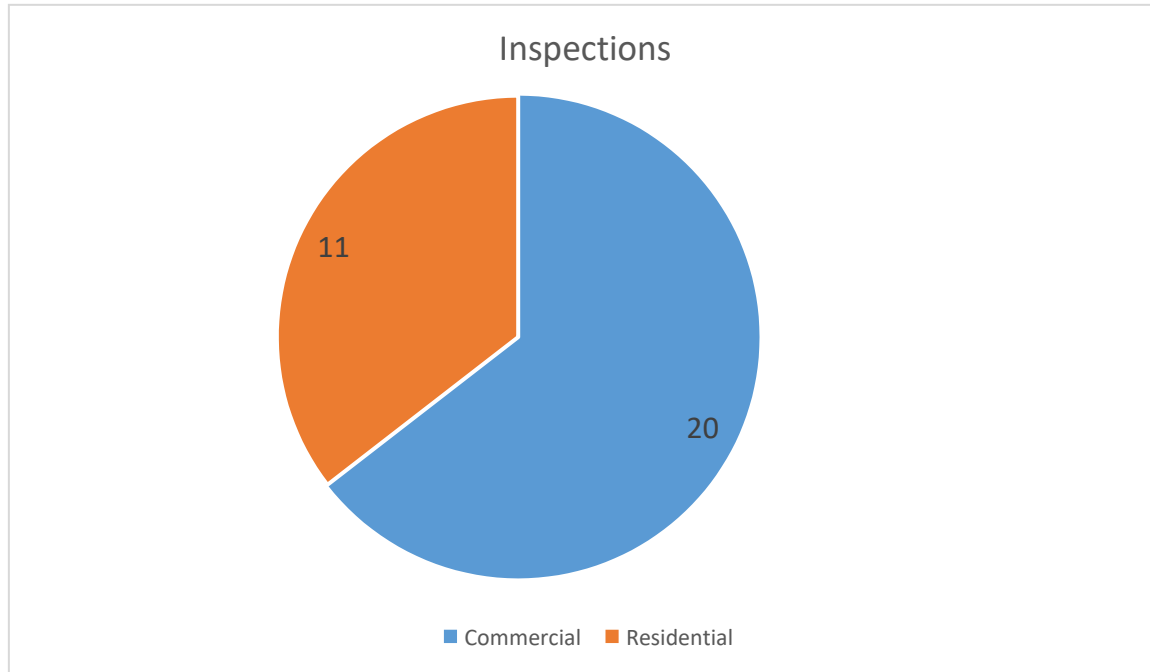


Calls

The Fire Department responded to 323 calls in the month of April. That is an average of 10.7 calls per day for the month. 71% of the calls were for EMS. 29% were for fire/service calls.

Major Incidents

There were no major incidents for the month of April.



Inspections

For the month April we conducted 20 commercial inspections. 5 violations were found, 9 violations were corrected from the previous month. We conducted 11 residential inspections. 2 violations were found. 3 violations corrected from the previous month.

3 sprinkler/alarm system acceptance test witnessed

Training

Training for the month of April consisted of

- Monthly EMS 3.5 hours/Shift
- Tools and Equipment 14.25 Hours
- SCBA MOD A/B/D 15 hours

- New Driver training
- Fit Testing and Gear Inspection 9.25 Hours
- Midrise Ops 2 Hours
- Ropes and Knots 2 Hours
- Building Construction and Fire Behavior 2.25 Hours
- Hose Deployment and Advance 1 Hour

Training with new FD members



Child Safety Seat Installations - Due to Covid-19 we stopped child safety seat installations to reduce exposure risk to members

RESOLUTION No.

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

Refunds and Allocations	\$ 16,517.80
Public Affairs	\$ 6,859.00
Police Department	\$ 2,522.65
Community Center	\$ 92.00
Accounts & Finance (Clerks Office)	\$ 141,647.85
Accounts & Finance (Fire Department)	\$ 42,383.90
Department of Health & Safety	\$ 14,390.00
Street Department	\$ 1,881.94
Public Property	\$ 67,456.96
Seizure	\$ 23,530.00
Federal Customs	\$ 10,949.00
TIF	\$ 1,925.00
VIP	\$ 201.39
Water Department	<u>\$ 210,516.75</u>

TOTAL	\$ 540,874.24
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ADOPTED BY THE Council of the Village of Forest Park this 24th Day of May, 2021.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2001-002	Brianna McCormick	12/08/2020	400.00
100-00-000-4111-210	Forest Park Public Library	05/12/2021	14,373.94
100-00-000-4210-200	A & D Home Improvement	05/12/2021	25.00
100-00-000-4220-200	A & D Home Improvement	05/12/2021	75.00
100-00-000-4220-300	Total Parking Solutions Inc	05/12/2021	135.00
100-00-000-4450-121	Passport Labs Inc	04/30/2021	28.86
100-00-000-4450-130	Passport Labs Inc	04/30/2021	1,424.50
100-00-000-4450-140	Passport Labs Inc	04/30/2021	55.50
Refunds and Allocations			16,517.80



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-305	Darien Marion-Burton	05/10/2021	425.00
100-11-111-6100-120	Techno Consulting Inc	05/01/2021	3,500.00
100-11-111-6110-105	Techno Consulting Inc	04/29/2021	1,000.00
100-11-111-6110-105	Techno Consulting Inc	05/02/2021	484.00
100-11-111-6110-110	Techno Consulting Inc	05/01/2021	750.00
100-11-111-6110-110	Techno Consulting Inc	05/01/2021	700.00
Public Affairs			6,859.00



Account Number	Vendor	Invoice Date	Amount
100-12-121-5005-030	Jose Flores	05/24/2021	1,260.00
100-12-121-6145-305	Metro Mortuary Transport	05/03/2021	1,140.00
100-12-123-6145-202	McDonalds	05/05/2021	122.65
	Police Department		2,522.65



Account Number	Vendor	Invoice Date	Amount
100-15-169-6160-100	Elmhurst Occupational Health	04/30/2021	92.00
	Community Center		92.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-6120-300	Elmhurst Occupational Health	04/30/2021	165.00
100-21-211-6140-102	FED EX	05/11/2021	28.74
100-21-211-6140-104	Office 8	05/13/2021	174.95
100-21-211-6140-104	Quill	04/14/2021	159.44
100-21-211-6140-140	Quill	04/14/2021	15.40
100-21-211-6150-150	AT&T LONG DISTANCE	05/04/2021	0.28
100-21-211-6160-001	Mesirow Insurance Services	05/14/2021	100.00
100-21-211-6160-001	Mesirow Insurance Services	05/17/2021	100.00
100-21-211-6191-001	POLICE PENSION FUND	05/12/2021	4,836.46
100-21-211-6191-002	Firefighters Pension Fund	05/12/2021	5,266.84
100-21-211-7000-080	PITNEY BOWES	05/11/2021	844.74
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	75,028.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	54,928.00
Accounts & Finance (Clerks Office)			141,647.85



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-110	Firehouse Software ESO	01/02/2021	3,584.40
100-30-302-6110-150	Phil Chiappetta	04/06/2021	51.86
100-30-302-6110-150	Phil Chiappetta	05/05/2021	28.32
100-30-302-6145-100	Witmer Public Safety Group	05/05/2021	374.99
100-30-302-6145-105	Ken Hriensaitong	05/06/2021	100.00
100-30-302-6145-105	Andrew Weber	04/26/2021	100.00
100-30-303-6100-160	Metro Paramedic Services Inc	04/18/2021	37,738.00
100-30-303-6100-161	Paramedic Services of Illinois	05/05/2021	63.06
100-30-303-6145-300	Linde Gas North America LLC	04/19/2021	96.31
100-30-303-6145-300	Zoll Medical Corp.	05/04/2021	246.96
Accounts & Finance (Fire Department)			42,383.90



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	04/07/2021	2,880.00
100-40-401-5000-017	Raymond Traynor	05/10/2021	1,080.00
100-40-402-6100-115	Muse Community + Design	12/31/2020	1,687.50
100-40-402-6100-115	Muse Community + Design	04/30/2021	3,312.50
100-40-402-6150-232	B&F Construction Code Service	05/05/2021	225.00
100-40-402-6150-232	B&F Construction Code Service	05/11/2021	225.00
100-40-402-6150-232	B&F Construction Code Service	05/14/2021	40.00
100-40-403-6150-226	Cook County Dept of Public Health	05/04/2021	3,500.00
100-40-403-6150-230	Elevator Inspection Services	04/29/2021	64.00
100-40-403-6150-230	Elevator Inspection Services	05/11/2021	1,376.00
Department of Health & Safety			14,390.00



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Special T Unlimited	04/26/2021	373.00
100-50-501-6145-100	Sal Stella	04/18/2021	100.00
100-50-502-6185-108	Paulsons Rex Paint	04/30/2021	889.29
100-50-502-6185-110	Traffic Control & Protection	04/27/2021	141.65
100-50-502-6185-110	Traffic Control & Protection	04/28/2021	378.00
Street Department			1,881.94



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-114	First Ayd Corp.	05/01/2021	594.91
100-55-552-6180-114	ULINE	04/28/2021	419.77
100-55-553-6180-150	Lyons Pinner Electric Co	09/23/2020	373.56
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	2,960.84
100-55-553-6180-150	Lyons Pinner Electric Co	02/21/2021	840.00
100-55-553-6180-150	Lyons Pinner Electric Co	02/21/2021	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	02/24/2021	892.50
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	5,593.63
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	165.00
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	2,505.55
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	723.07
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	165.00
100-55-553-6180-150	Lyons Pinner Electric Co	04/25/2021	1,348.90
100-55-553-6180-152	State Treasurer-IDOT	05/03/2021	3,530.10
100-55-553-6180-160	Com Ed	04/28/2021	334.05
100-55-553-6180-160	Com Ed	04/28/2021	92.96
100-55-555-6180-100	Colley Elevator Co	05/01/2021	265.00
100-55-555-6180-100	MECOR Inc.	04/29/2021	100.00
100-55-555-6180-100	Quill	04/14/2021	52.56
100-55-555-6180-100	Quill	04/14/2021	303.10
100-55-555-6180-100	Tim Stefl Inc.	04/20/2021	116.25
100-55-555-6180-100	West Town Mechanical	04/26/2021	465.00
100-55-555-6180-100	West Town Mechanical	04/27/2021	462.70
100-55-555-6180-110	Comcast	05/02/2021	50.40
100-55-555-6180-130	Comcast	05/01/2021	374.18
100-55-555-6180-140	Comcast	05/28/2021	2.10
100-55-555-6180-150	Military & Police Supply	04/21/2021	50.00
100-55-570-6155-101	BP	05/08/2021	539.93
100-55-570-6155-101	Mohr Oil Company	04/29/2021	10,363.15
100-55-570-6155-101	Superior Petroleum Marketers	04/28/2021	240.60
100-55-570-6155-105	Pat Braniff	05/04/2021	60.00



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	CCP INDUSTRIES INC.	04/23/2021	110.22
100-55-570-6155-106	Fleet Safety Supply	04/19/2021	40.02
100-55-570-6155-106	Factory Motor Parts Co	04/22/2021	42.26
100-55-570-6155-106	Factory Motor Parts Co	04/28/2021	28.47
100-55-570-6155-106	Factory Motor Parts Co	04/28/2021	479.05
100-55-570-6155-106	Factory Motor Parts Co	04/28/2021	394.26
100-55-570-6155-106	Factory Motor Parts Co	04/29/2021	17.76
100-55-570-6155-106	Praxair Distribution INC	04/22/2021	185.51
100-55-570-6155-106	Standard Equipment Co.	04/27/2021	715.64
100-55-570-6155-106	Standard Equipment Co.	04/27/2021	8.71
100-55-570-6155-106	Standard Equipment Co.	04/29/2021	81.41
100-55-570-6155-106	Zarnoth Brush Works Inc.	04/20/2021	472.00
100-55-570-6155-110	Snap on Industrial	04/27/2021	214.81
100-55-570-6155-112	Caliber Collision	02/10/2021	2,302.23
100-55-570-6155-112	Caliber Collision	04/19/2021	3,822.50
100-55-570-6155-112	BC Body Craft Inc	04/09/2021	2,477.60
100-55-570-6155-112	Fire Service Inc	04/06/2021	7,248.20
100-55-570-6155-112	Fire Service Inc	04/06/2021	1,600.00
100-55-570-6155-202	Larry Rosech Chrysler	05/13/2021	9,222.95
100-55-580-6155-120	Jack's Rental Inc.	04/21/2021	221.43
100-55-580-6155-120	RUSSO POWER EQUIPMENT	03/11/2021	68.95
100-55-580-6155-120	RUSSO POWER EQUIPMENT	03/11/2021	540.74
100-55-580-6155-120	RUSSO POWER EQUIPMENT	04/29/2021	25.92
100-55-580-6155-120	RUSSO POWER EQUIPMENT	05/06/2021	30.93
100-55-580-6155-120	RUSSO POWER EQUIPMENT	05/06/2021	15.98
100-55-580-6180-202	Hinsdale Nurseries Incorporated	04/27/2021	878.00
100-55-580-6180-302	Davis Tree Care	04/16/2021	225.00
100-55-585-6180-160	Com Ed	05/27/2021	52.70
100-55-585-6180-322	Central EXI INC	04/29/2021	600.00

Public Property

67,456.96



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Jose Carranza	05/12/2021	23,530.00
	Seizure		23,530.00



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	CDS Office Technologies	03/11/2021	413.00
232-00-000-6900-232	Lexipol LLC	05/01/2021	4,677.00
232-00-000-6900-232	Motorola Solutions StarCom21 Network	05/01/2021	110.00
232-00-000-6900-232	North East Multi-Reg. Training	03/22/2021	5,225.00
232-00-000-6900-232	Techno Consulting Inc	05/03/2021	524.00
	Federal Customs		10,949.00



Account Number	Vendor	Invoice Date	Amount
301-00-000-6100-115	Kane McKenna and Assoc	04/30/2021	481.25
302-00-000-6100-115	Kane McKenna and Assoc	04/30/2021	481.25
304-00-000-6100-115	Kane McKenna and Assoc	04/30/2021	481.25
309-00-000-6100-115	Kane McKenna and Assoc	04/30/2021	481.25
	TIF		1,925.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-7000-312	K-Five	04/15/2021	145.00
312-00-000-7000-312	K-Five	04/27/2021	56.39
VIP			201.39



Account Number	Vendor	Invoice Date	Amount
501-80-800-6120-500	Cathrine Coakley	05/03/2021	1,500.00
501-80-800-6150-154	Com Ed	04/28/2021	99.82
501-80-800-6150-154	Com Ed	04/28/2021	21.34
501-80-800-6150-154	Com Ed	04/29/2021	39.55
501-80-800-6150-156	NICOR	05/05/2021	284.08
501-80-800-6150-156	NICOR	05/05/2021	154.42
501-80-800-6800-100	City of Chicago	05/07/2021	168,291.50
501-80-800-6800-111	Suburban Laboratories Inc	04/30/2021	210.00
501-80-800-6800-150	Clear View	03/08/2021	35,306.58
501-80-800-6800-150	T & M Plumbing	04/26/2021	4,000.00
501-80-800-6800-176	Core & Main LP	04/21/2021	114.46
501-80-800-6800-176	M.E. Simpson Co Inc	04/19/2021	495.00
Water Department			210,516.75

ORDINANCE NO. O- -21

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSITION OF
SURPLUS PROPERTY OF THE VILLAGE OF FOREST PARK**

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

Section 1: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village find that the personal property, identified and itemized in Exhibit "A" attached hereto and incorporated herein, is no longer necessary, or useful to, or for the best interests of the Village, and further find that it is in the best interest of the Village to dispose of said property.

Section 2: The corporate authorities hereby authorize the Village Administrator to sell or otherwise dispose of the items of surplus property enumerated in Exhibit "A." The Village Administrator is authorized to sell such items at a public or private sale, or otherwise dispose of such property, in the discretion of the Village Administrator. The Village Administrator shall, in his discretion, determine a minimum price for such items, if such items are to be sold.

Section 3: This ordinance shall be in full force and effect from its passage and approval.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 24th day of May, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of May, 2021.

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Electronic Inventory

Dell Optiplex 780

BH2MQN
F24PG01
F25FGQ1
5BWCKN1
5BXBKN1

Dell Optiplex 755

CZDORH1

Dell Optiplex 9010

5QQ7DX1
5QR6DX1

SonicwallTZ

180-0017cs1b565c

HR Invent

BD07285A25

HP Printer

CNDX248005
N811A
CNBCB04670
VSLNH15391

One Dell Mouse

Multiple Back up Tapes
80 Unopened Cords

HP Scan Jet 8200

E144B50

Dell Computer Screens

CN0WH318728726CN05KL
CN0M39MD7444524555U
CN0WH318728726CN029L

NEC Computer Screen

33200668EA

Dell Optiplex 790

FY1F6V1
CY3NLS1
CY3PLS1
H5F2HM
HYOH6V1
FY1B6V1

B4R5MO2

8DNAHX1

FY176V1

Dell Optiplex 390

H203J51

HP Products of Singapore

EK1506

Comcast Box

co0001a1xxxr8

Panasonic toughbook

CF-31

Netgear Ready Mas3100

2cd611y000003

Phillips DVD Rom Drive

CN-0WH522-55081-172042P3

H&L Data Storage DVD

GD12-H2OW

Toshiba Digital Video Recorder

EVR

RW DVD

1417P35686S50DHH
1417TP30927250DIH

Dell Sonicwall

TZ300W
18b169a81e10

Dell Optiplex 7010

8RNMQ08
FEF7MO2
HVSDQ02
INNQLQ02
H6COJX1
12QG02
DS6M6X1
D8LM6Y1
D59P6Y1
D8NL6Y1
DVSDQ0Z

Radio Tao Corp.

Model A-906MK2
Model B-900MK2

Mitel Phone

2WFRW16148ND

Dell Keyboard

E145614
ESD0602515C

Logitech Keyboard

9405

Beagate

9RXBQXC3
54RCRAZN
9MC7Y4F

Western Digital

WCAY04449859
WMAM92K91099

RESOLUTION NO. R-_____-21

**RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF
CHANGE ORDER NO. 2 TO THE CONTRACT WITH KLF ENTERPRISES, INC.
FOR THE ALTENHEIM BUILDINGS DEMOLITION PROJECT**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), previously awarded the contract ("Contract") for the Altenheim Buildings Demolition Project ("Project") to KLF Enterprises, Inc. ("Contractor") for the original Contract Price of Five Hundred Forty-Six Thousand Nine Hundred Seventy Dollars (\$546,970.00), plus interim Change Order No. 1 for Twelve Thousand Nine Hundred Fifty Dollars (\$12,950.00) for spoils removal; and

WHEREAS, the Contractor has prepared and submitted, and Christopher B. Burke Engineering, Ltd., Village Engineer, on behalf of the Village, has reviewed and recommended Change Order No. 2 to the Contract, which reflects work in addition to the approved Contract, as amended, specifically additional asbestos abatement from the basement of Building "G", to be included in the Project, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Change Order No. 2 to the Contract increases the Contract Price by an additional Twenty-Eight Thousand Six Hundred Thirty-Five (\$28,635.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 2 to the Contract.

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

Section 1. The statements contained in the preambles to this Resolution are found to be true and correct and are hereby incorporated into this Resolution.

Section 2. The Council of the Village hereby approves Change Order No. 2 to the Contract.

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

Section 4. The Village officials, officers, employees and agents are hereby authorized and execute all documents, as are necessary to effectuate and carry out Change Order No. 2 to the Contract.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 24th day of May, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of May, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of May, 2021.

Vanessa Moritz, Clerk

EXHIBIT A

**CHANGE ORDER NO. 2 TO CONTRACT
WITH KLF ENTERPRISES, INC. FOR THE
ALTENHEIM BUILDINGS DEMOLITION PROJECT**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 11, 2021

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60137

Attention: Moses Amidei
Village Administrator

Subject: Demolition of the Altenheim Buildings D, G, Cafeteria, Chapel & Garage
Village of Forest Park
Change Order #2
(CBBEL Project No. 000023.00092)

Dear Moses:

The contractor has submitted Change Order #2 for the additional asbestos abatement for Building "G" which was not covered in the Celtic Environmental Report because the basement of the building was flooded at the time of the asbestos survey. This work was not part of the original scope of work when the contract was bid or awarded.

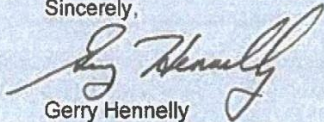
The cost associated with the above work is \$28,635.00 and changes to the total contract amount are listed below.

Current Contract Amount	\$559,920.00
Cost of Change Order #2 (Asbestos Removal)	\$ 28,635.00
New Contract Amount	<u>\$588,555.00</u>

It is CBBEL's recommendation that this work be completed at this time and it is germane to the overall project completion. Please execute the attached change order so we can authorize the contractor to complete this work.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Gerry Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

Cc: Salvatore Stella, Village of Forest Park
Steve Glinke, Village of Forest Park
Jim Amelio, CBBEL

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Village of Forest Park Change Order

Change Order No. : 2

Date : 05/11/2021

Agreement Date : 02/08/2021

Name of Project: Demolition of Altenheim Buildings D, G, Cafeteria, Chapel and Garage

Owner: Village of Forest Park

Contractor: K.L.F. Enterprises, Inc.

CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)

Additional asbestos removal from Building "G".

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$	546,970.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER =	\$	559,920.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$	28,635.00
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	588,555.00

CHANGE TO CONTRACT TIME

CONTRACT TIME will be (Increased) by calendar days:	<u>15 days</u>
The Date for final completion of all work shall be:	<u>NA</u>

Prepared By CONTRACTOR: K.L.F. Enterprises, Inc. (date) 05/11/2021

Reviewed By ENGINEER: James Amello (date) 05/11/2021

Accepted By OWNER: Village of Forest Park *[Signature]* (date) 5-14-2021

*To be ratified by Village Council at
5-24-2021 Village Council meeting.*

ADA 5/14/21



5/10/2021

KLF Enterprises

Change Order

Proposal Submitted To:	<u>Village of Forest Park c/o CBBEL</u>	Proposal No.:	<u>051021-CO#3</u>
Description of Work:	<u>Abatement of Bldg. G Boiler Room</u>	Site Location:	<u>7824 W. Madison St.,</u>
E-Mail Address:	<u>ghennelley@cbbel.com</u>	City, State:	<u>Forest Park, IL</u>
Phone No.:	<u>847-980-3691</u>		

Scope of work:

Item #
1Description
Additional work to abate Bldg. G boiler room due to its omission from the asbestos report prepared by Celtic Environmental

Not included in contract:

We propose to furnish material and labor in accordance with the above :

\$28,635.00

In the event payment is not made, the undersigned agrees to pay all costs of collection and attorney's fees incurred by KLF Excavating Inc.
All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above these estimate.
All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workers compensation.
All foundations are assumed to be 4' max unless noted on this proposal.
Private Utilities such as gas and comed must be coordinated and paid for by Owner, since it is an activity that we cannot self-perform.

Acceptance of Proposal:

Authorized Signature: Mark Grebowald

Note: This proposal may be withdrawn by us if not accepted within 30 DAYS.

The above prices, and conditions are satisfactory and hereby accepted.

Date of Acceptance:

Signature:

KLF Enterprises
2044 W. 163rd St. Suite 2 Markham, IL 60428Office No. 708.331.4200
Fax No. 708.331.4212



April 29, 2021

CO U21023-B

Pete Lehotan
KLF Enterprises
2044 W. 163rd Street
Markham, IL 60428
P: (773) 640-1104
E: pete@klfent.com

RE: Althenhelm Buildings
BLDG G Boiler Room & Mech Room
7824 Madison Street
Forest Park, IL 60130

Galaxy Environmental, Inc. proposes to supply all necessary personnel, supervision, materials, equipment & disposal to properly provide the following:

Asbestos Pre-Cleaning & Abatement Environmental Services at the above-mentioned location. Removal per Illinois Department of Public Health (IDPH), Cook County, and Occupational Safety and Health Administration (OSHA) regulations and published removal practices.

BUILDING G - Boiler Room & Mech Room

- 1) Additional Abatement of suspected Asbestos Containing Materials (ACM):
 - a) Removal of All Ceiling Pipe Thermal Insulation, Elbows, and Fittings, and Ducting Insulation.
 - i) Reference Appendix A for site conditions.
 - ii) Includes Adjacent Hall/Corridor Exposed Ceiling Areas.
 - b) Estimated Additional 10-15 Man Days
 - c) Requires ACM Sampling/Testing of suspect materials:
- 2) Includes General Dust, Fume & Odor Control Throughout and Environmental/Construction Waste disposal.

For the Grand Total Sum of: Twenty-Four Thousand Nine Hundred Dollars 00/100 (\$ 24,900.00)

Proposal Provisions:

- * Any unforeseen existing site condition is not covered.
- * Others to supply electrical, water and toilet facilities to Galaxy Environmental, Inc. and its subcontractors.

3565 N. Milwaukee Ave. Chicago, Illinois 60641 Phone: 773.427.2980 Fax: 773.427.2982

Page 1 of 2

April 29, 2021



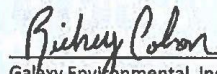
CO U21023-B

Proposal Provisions (continued):

- * Proposal pricing includes mobilization and demobilization. All work to be performed during Monday-Friday regular/normal working hours unless otherwise stated.
- * All matter is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our company control.
- * Galaxy Environmental, Inc. shall invoice client for the fees and costs that are due or will become due in accordance with this proposal. Client shall pay all such Invoiced amounts within thirty (30) days upon receipt of the Invoice.

We appreciate the opportunity to provide our quotation for this project and sincerely hope our prices, terms and conditions merit your full consideration in the award of a contract. Should you have any questions, or if we can be of further assistance, please contact us at your convenience.

Thanking you In Advance,



Galaxy Environmental, Inc.
Rickey Colon, Project Supervisor

KLF Enterprises
Authorized Representative Signature

April 29, 2021



CO U21023-B

APPENDIX A

The Altheim Buildings - G Boiler Room & Mech Room SITE CONDITIONS

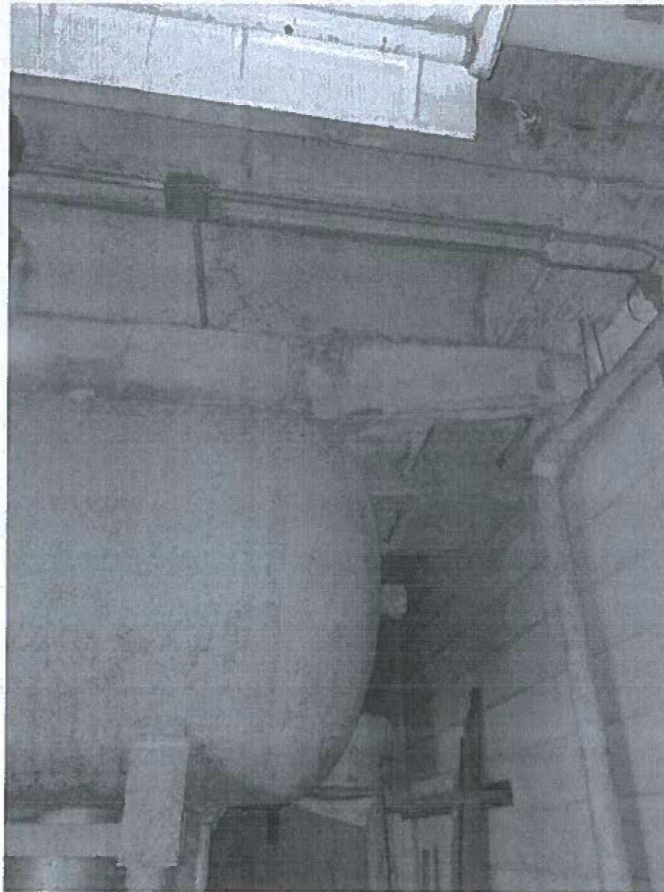
3565 N. Milwaukee Ave. Chicago, Illinois 60641 Phone: 773.427.2980 Fax: 773.427.2982

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April 29, 2021



CO U21023-B

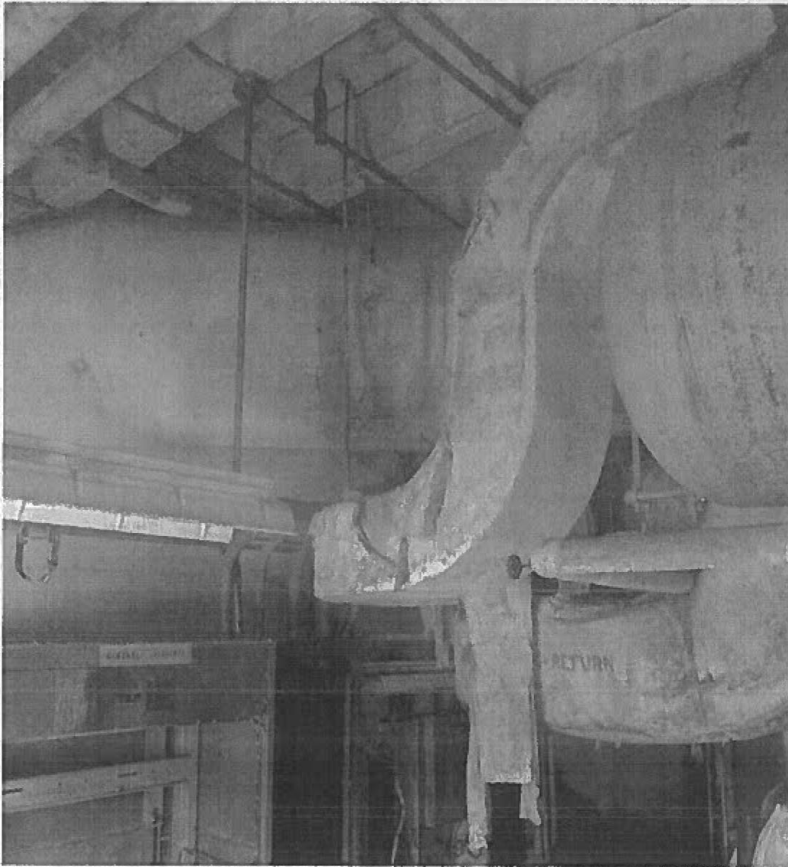


**Visible suspect Asbestos-Containing Materials:
Aircell Thermal Insulation on Ducting throughout.**

April 29, 2021



CO U21023-B



**Visible suspect Asbestos-Containing Materials:
Aircell and Mud, Thermal Insulation on Pipes and Ducting throughout.**

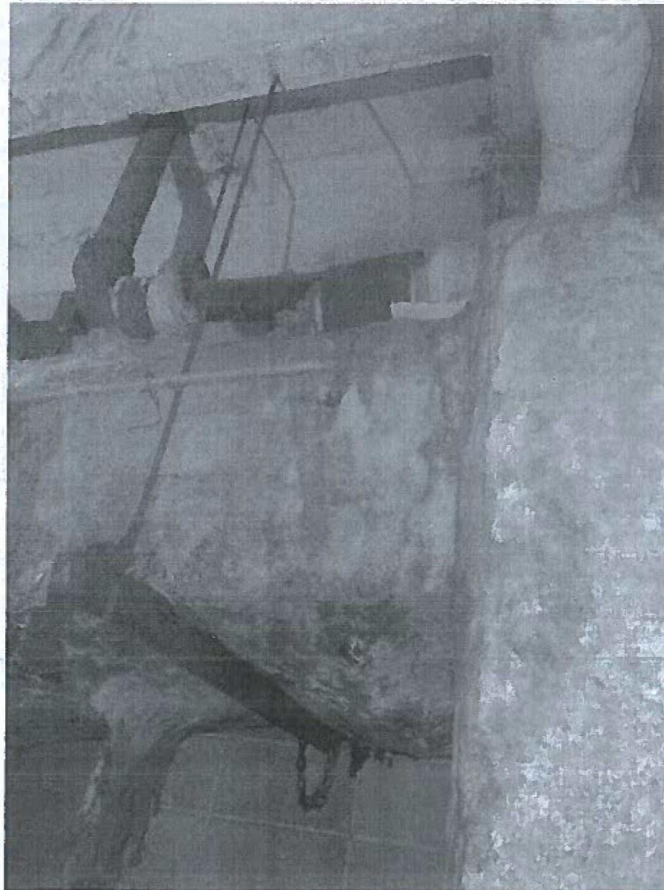
3565 N. Milwaukee Ave. Chicago, Illinois 60641 Phone: 773.427.2980 Fax: 773.427.2982

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April 29, 2021



CO U21023-B



**Visible suspect Asbestos-Containing Materials:
Aircell and Mud, Thermal Insulation on Pipes and Ducting throughout.**

3555 N. Milwaukee Ave. Chicago, Illinois 60641 Phone: 773.427.2980 Fax: 773.427.2982

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April 29, 2021



CO U21023-B



Visible suspect Asbestos-Containing Materials:
Aircell and Mud, Thermal Insulation on Pipes and Ducting throughout.

3565 N. Milwaukee Ave. Chicago, Illinois 60641 Phone: 773.427.2980 Fax: 773.427.2982

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April 29, 2021



CO U21023-B



**Visible suspect Asbestos-Containing Materials:
Aircell and Mud, Thermal Insulation on Pipes and Ducting throughout.**

April 29, 2021



CO U21023-B

ADJACENT CORRIDOR



Visible suspect Asbestos-Containing Materials:
Aircell and Mud, Thermal Insulation on Pipes and Ducting throughout.

TO: Village Council
Village Administrator Amidei

FROM: Letitia Olmsted, Finance

Director DATE: May 21, 2021

RE: May 24, 2021 agenda item Forest Park National Bank agreement

In April 2010, the Village entered into an agreement with Forest Park National Bank & Trust Co. for a desktop deposit service. This service provides for electronic transmission of checks for deposit in various accounts held at Forest Park National Bank. The bank provides the check scanner and software, and the deposits are processed by staff in the Clerk office daily. This service has reduced additional staff time required for taking deposits to the bank as now only cash needs to be taken on a schedule that has been determined by the Clerk office and Police Department. It also has provided for a quicker notification from the bank in the event a check that was presented does not have sufficient funds.

The agreement provides the guidance for required practices and security. The item presented for Council approval is a revision of the original agreement with additional guidance that has been identified in the cover letter provided from the bank.

- Ensuring quality image of checks for deposit
- Service notices and alternative methods of deposit in the event of system interruption
- The bank has added a provision for the right to audit the Village per the terms of the agreement
- Added information for customer service and support
- Added information for cut-off times for receipt of deposits

Please let me know any additional questions. Thank you.

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING A
FOREST PARK NATIONAL BANK & TRUST CO.
DESKTOP DEPOSIT SERVICE AGREEMENT**

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

Section 1. That certain Forest Park National Bank & Trust Co. Desktop Deposit
Service Agreement, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor of the Village of Forest Park is hereby authorized and directed to
execute said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage
and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 24th
day of May, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**FOREST PARK NATIONAL BANK & TRUST CO.
DESKTOP DEPOSIT SERVICE AGREEMENT**



FOREST PARK BANK

April 29, 2021

Village of Forest Park
attn.: Letitia Olmsted
517 DesPlaines Ave
Forest Park IL 60130

Re: Revised Desktop Deposit Service Agreement

Dear Letitia,

Thank you for allowing us to serve you and your business. As a provider of Desktop Deposit Services, we routinely review our Desktop Deposit Services agreements and related materials for necessary updates.

We have identified areas where our Desktop Deposit Services agreement required updates; a copy of the revised agreement is enclosed for your reference. A summary of the changes are outlined below:

- Section 2 Balancing and Controls: image quality responsibilities added;
- Section 10 Performance: service availability, Bank notification requirements, and alternative deposit methods added;
- Section 17 Right to Audit: added to agreement;
- Section 18 Customer Service and Support: added to agreement;
- Section 19 Cut-off Times for Receipt of Deposits: added to agreement;

Jack Vainisi can be reached at 708.222.2812 with questions regarding these changes. Please return the signed agreement in the enclosed postage paid envelope by May 15, 2021 to ensure continued access to your Desktop Deposit Service.

Thank you again, for entrusting us with your financial needs. We look forward to working with you to meet your future goals. Please call us at 708.222.2800 to discuss your financial needs.

Sincerely,
Forest Park Bank

Forest Park Bank Desktop Deposit Service Agreement

Terms & Conditions

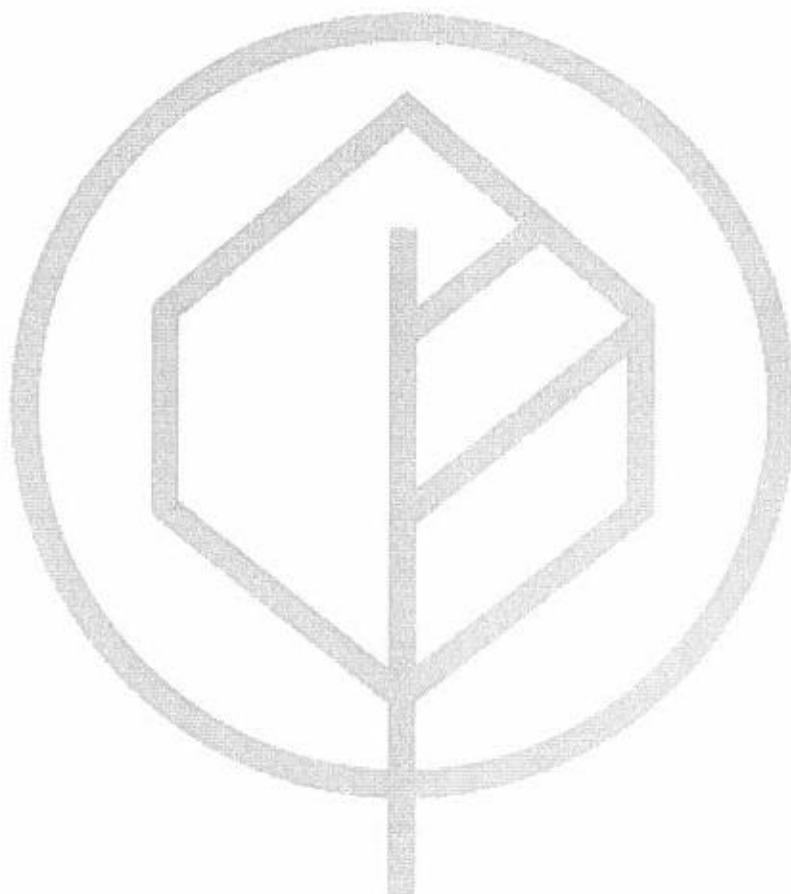


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DESKTOP DEPOSIT SERVICE AGREEMENT OVERVIEW

This Agreement establishes the terms and conditions under which the FOREST PARK BANK will provide the Service to you. When we use the term “you” we are referring to the customer executing this Agreement on the signature page. The “Service” means the DESKTOP DEPOSIT SERVICE and related processing through which you will transmit checks to us for deposit to an Account.

The capitalized terms used in this Agreement are defined in the *Glossary* that appears later in this Agreement. The words “we,” “our,” “us” and the “Bank” refer to FOREST PARK BANK and affiliated companies.

When you use the Service covered by this Agreement, you agree to be bound by the terms, conditions and procedures in it. We may change these terms, conditions and procedures by giving you 30 days prior written notice. You will accept these changes by using the Services after the effective date in the notice. To the extent we provide other services to you, those are controlled by other agreements.

The Service allows you to prepare deposits for electronic transmission to us. To use the Service, you will transport checks received at your business locations to your processing site. You will process deposits in conformance with the Operating Requirements.

Upon receipt of the transmission from you, we will verify receipt of the transmission and exchange images in the transmission with selected banks, or create Substitute Checks for clearing for non-exchange banks. We will then deposit funds to your Account. You agree to take all steps necessary to protect all of the items processed from being redeposited at the Bank or any other financial institution, either electronically or as paper checks.

GENERAL TERMS AND CONDITIONS

1. **Authorization to Act.** By subscribing to the Service, you authorize us to take any and all actions necessary to provide the Service, including making transfers to and from Accounts as described in this Agreement.
2. **Balancing and Controls.** On a daily basis, you will review all input and output, controls, reports, email messages, and documentation, to ensure the integrity of data we process. On a daily basis you will also check exception reports to verify that all file maintenance entries and non-dollar transactions were correctly entered. You are responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

You will also ensure the quality of the check images you present for deposit. You are responsible for deleting and rescanning checks with poor image quality. If the rescanned image also has poor quality, you will delete the image and you will take the check to the Bank for deposit. The Bank has the right to debit your account at any time for items with poor image quality.

3. **Hardware, Fees and Taxes.**

You agree to pay us fees for the Service based on our fee schedule in effect and provided to you from time-to-time. You agree to be responsible for purchasing and maintaining all Equipment from the Bank or another vendor and are responsible for all maintenance and/or replacement costs. You may use only Bank-approved Equipment in connection with this service.

4. **Force Majeure.** We will not be liable to you if our delivery or performance of any Service is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; electrical equipment or availability failure; labor disputes; fires; floods; acts of God; federal, state, or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within our reasonable control, and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes listed here or not.

5. **Funds Availability.** Remotely deposited Checks are “local” items as defined in Federal Reserve Board Regulation CC. Despite this fact, the Bank shall grant provisional credit to the Account for Electronic Items in accordance with the Bank’s Funds Availability Policy. You authorize us to place an extended hold on funds in the Account if, after performing risk management activities on remotely deposited Checks in a File, we have concerns about or doubt the validity or collectability of a Check.

6. **Governing Law and Rules.** Applicable federal law and the laws of the State of Illinois will govern the Service (except to the extent this Agreement can and do vary such laws). The Service is also subject to rules established by Federal Agencies, the NACHA Rules, the Clearinghouse Rules and the ECCHO Rules.

7. **Limitation of Liabilities.** We will not be liable for any files or transmissions not received by us, nor for any intrusion into or any theft of data contained in such files or transmission that are not caused by our gross negligence or willful misconduct. You expressly waive all claims for additional, incidental, consequential, compensatory, or punitive damages and agree that the remedies contained in this Agreement and the laws and rules applicable to the Service will be your sole and exclusive remedies. You acknowledge that in addition to any other damages we may be entitled to collect from you under this Agreement or the laws and rules applicable to the Service, we will be entitled to consequential damages for your breach of your obligations set out in the *Performance* section of this Agreement, including your obligation to securely safe keep and subsequently destroy the checks which you deposit through the Service.

8. **Ownership of Data.** You are the owner of data supplied to us for processing in connection with this Service. You acknowledge that the service, systems documentation, guidelines, procedures, and similar related materials or any modifications of them, referred to in this Agreement as the "Program Materials," are copyrighted property and constitute trade secrets and proprietary data. You further acknowledge that you have no title to or ownership of such Program Materials and that you waive any and all rights and claims which you now or hereafter may have against us with respect to the Program Materials.

You may make one (1) copy of the Program Materials to be used exclusively for back-up purposes. Except for this back-up copy, you may not make any other copies of the Program Materials, nor may you transfer or disclose any of the Program Materials to any other person, firm or corporation, except for your employees requiring such knowledge in the ordinary course and scope of their employment with you. You shall not reverse assemble or reverse compile any of the Program Materials, in whole or in part, or permit any other person, firm or corporation to do so. The provisions of this section shall survive termination or expiration of this Agreement.

9. **Passwords and Access Codes; Unauthorized Access.** To use the Service, you will be provided Codes. You and the Administrator are responsible for creating and maintaining subsequent user accounts for you, including assigning and revoking access privileges for those users and providing new and subsequent Codes to those users. You understand that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If the Administrator grants these privileges to a user, that user will also be considered an Administrator. You are required to use the Codes every time you access the Service. It is your responsibility to maintain the confidentiality of the Codes. You agree to accept full responsibility over the control of the Codes. It is your responsibility to maintain and delete Codes for each individual user, and we are not liable for any losses caused by improper or negligent maintenance. You agree that we are not responsible for any actions of a third party as a result of unauthorized use of the Codes. YOU UNDERSTAND THAT STATE AND FEDERAL STATUTES MAKE IT A CRIME TO GAIN UNAUTHORIZED ACCESS INTO OUR COMPUTER NETWORK AND THAT VIOLATORS WILL BE PROSECUTED.

10. **Performance.** We will perform the Service in a commercially reasonable manner, which is similar to the services provided to our other customers, and no other or higher degree of care. We make no warranties with respect to the image quality or validity of any items deposited through the Service. With the exception of errors caused by our negligence, you are expressly assuming all other risks of error. WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

We will process items, transactions and data and perform the Service on the basis of information furnished by you. We reserve the right, at our discretion, to reject any transmission we receive from you through the Service. We will promptly notify you if we reject any transmission and inform you of the reasons for such rejection. If any error results from incorrect input supplied by you, you will use commercially reasonable efforts to discover and report such error to us. We will use commercially reasonable efforts to reprocess any transactions based upon data supplied by you, which is necessary to correct such error. You will indemnify and hold us harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the alteration of any item deposited through the Service, (ii) such data, information or instructions, or any inaccuracy or inadequacy in the data (iii) any material breach of this Agreement by you or failure to comply with its material terms, and (iv) any act or omission to act by you or any of your employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all, or any part of such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer in connection with such funds or the redeposit of any item processed for deposit through the Service.

You agree to securely safe keep the checks which you deposit through the Service in a securely locked location with access restricted to only those employees with a specific need for such access, and then permanently destroy them within a reasonable period of time, not to exceed 60 days, by shredding or other comparable means to ensure that they are not separately deposited to us or any other financial institution.

If you are aware of a defect in a Service, you agree to notify us promptly after your discovery of the defect. We will assist you, at our expense, in making such corrections through the most cost-effective means, whether manual, by system reruns, or program modifications. We will make every effort to correct any known material defect as soon as commercially reasonable at our expense.

Service issues originating from the Bank or our vendor may impact the performance of the Service, thus limiting your availability to access the Service, scan checks, or transmit deposits. The Bank will work with all applicable vendors to resolve Service performance issues. The Bank will notify all Service users, via email, of any Service performance issues lasting more than 24 hours. You are responsible for completing deposits whether the Service is available or not. Deposits can be made at a Bank location during business hours as listed on the Bank's website www.forestparkbank.com. Deposits can also be made through the Bank's Night Deposit Facilities. Deposits placed in the night depository will be removed and considered to be deposited no later than the next business day after they are placed in the night depository.

11. Regulatory Assurances. You specifically acknowledge that while using any Service, you will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations.

12. Resolution of Disputes Through Arbitration. You and the Bank agree to and hereby waive the right to trial by jury in any lawsuit arising out of this Agreement and the documents referenced in this Agreement, whether such claims are based on contract, unjust enrichment, tort or any other theory of law. Each party represents to the other that this waiver is knowingly, willingly and voluntarily given. The parties further agree that the venue for all such lawsuits shall only be in Cook County, Illinois. You shall reimburse the Bank for reasonable attorney's fees and other costs and expenses incurred by Bank in enforcing any rights the Bank may have with the regard to this Agreement and the documents referenced herein.

13. Return Items. You understand that, at our discretion, we may convert items you deposit through the Service into Replacement Checks or ARCs. As a result, in the event that any such item is return unpaid, you will only be entitled to receive back a copy of the Substitute Check or, in the case of an ARC, the Automated Clearinghouse information. In addition, in the event that you wish to redeposit an item which we have converted into a Substitute Check that is returned unpaid, you may only redeposit the Substitute Check through the Service and not the original item, regardless of whether such original item has not yet been destroyed by you.

14. Risks of Using the Internet. You understand that, while we and our service providers have established certain security procedures, such as firewalls, Codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the Service will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

15. Termination. Either party may end the Service at any time upon 10 days written notice to the other party. Within 30 days after Termination, you agree to deliver to Bank Hardware and Materials supplied by the Bank for this Service. If you fail to deliver the Hardware and Materials within 30 days, you agree to pay the Bank all of the Bank's acquisition costs for the Hardware and Material not returned.

16. Confidentiality. You shall not disclose customer account number, information or other personal information to third parties other than to the Bank or Bank's agent for the purpose of assisting in completing a transaction or as otherwise required by law.

17. Right to Audit. We reserve the right to audit you, the Company, for compliance with this agreement. We agree to pay all expenses incurred by the Bank to complete the audit, whether the audit is completed by a Bank employee or a Bank appointed third party. The Bank will provide at least 30 days written notice of an audit, and will supply a letter explaining the scope of the audit, a list of information needed from you to complete the audit, and access to company employees.

18. Customer Service and Support. We will provide initial installation support for one scanner at one of your locations. The initial installation will be scheduled during Bank hours, Monday through Friday, except Federal Holidays. Any additional scanner installations are subject to a service fee and will be scheduled based on availability of Bank resources.

Support is available during Bank hours, Monday through Friday, excluding Federal Holidays. Support can be reached by calling the Bank's main phone number, 708.222.2800.

Installation and support, at times, will require assistance from the Bank's vendor. You agree to provide the Bank's vendor with remote access to your computer, as needed, to complete the installation or provide support.

19. **Cut-off Times for Receipt of Deposits.** Deposits fully submitted by 6:00 PM CST Monday through Friday, except Federal Holidays, will be processed the same day. Deposits received after 6:00 PM CST, or on a Saturday, Sunday or Federal Holiday will be processed the following business day.

20. **Financial Information.** UPON REQUEST BY THE BANK, YOU SHALL FURNISH TO THE BANK COPIES OF YOUR FINANCIAL STATEMENTS, AND/OR SUCH OTHER FINANCIAL INFORMATION AND REPORTS REASONABLY REQUESTED BY THE BANK.

21. **Usage.** You agree to comply with the following conditions of and limitations on the usage of the Service:

- a. Only items you receive from your customers in the ordinary course of business may be deposited through the Service. In no case may you use the Service to deposit items drawn on your other depository account, whether or not such accounts are maintained at the Bank.
- b. All items deposited through the Service shall include the following specific handwritten or stamped endorsement: "For Deposit Only at FOREST PARK NATIONAL BANK & TRUST CO. Account Number"
- c. Only items payable directly to you may be deposited through the Service.
- d. Only items drawn on Qualified United States Financial Institutions may be deposited through the Service.

22. **Warranties.** We represent and warrant that:

We have the right to provide the Service, using the computer service we provide to you or to which we give you access for the purpose of using the Service. We make no warranty as to the performance or operation of any computer hardware, equipment or software which we have not provided to you.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Executed and agreed to as of May 15, 2021.

Business Name: Village of Forest Park

Forest Park National Bank & Trust Co

By: _____

By: _____

Name: Rory E Hoskins
Title: Mayor

Name: Jack Vainisi
Title: Executive Vice President

GLOSSARY

AAA means the American Arbitration Association.

Account means one or more deposit accounts maintained by you with us and used in connection with the Service.

Administrator means the user of your Codes.

Arbitration Rules means the "Commercial Arbitration Rules," administered by the AAA, and any amendment of them, in the form in effect at the time the Claim is filed.

ARC means accounts receivable conversion of an original check into an electronic deposit.

Claim means any claim, dispute or controversy arising from or relating to your use of the Service, the terms and conditions set out in this Agreement or the validity, enforceability or scope of the arbitration provision set out in this Agreement.

Clearinghouse Rules means the rules for check clearing promulgated by any clearinghouse association, check clearing consortium or any other arrangements we may participate in to collect checks, including the Clearing House Payment Company.

Codes means password, user ID, personal identification numbers and other security devices used by you to access the Service.

ECCHO Rules means the rules for check electronification promulgated by the Electronic Check Clearing House Organization.

FAA means the Federal Arbitration Act.

NACHA Rules means the rules for check clearing promulgated by the National Clearing House Association.

OFAC means the U.S. Treasury Department's Office of Foreign Asset Control and its regulations relating to economic sanctions or embargo programs or other similar restrictions.

Operating Requirements means the operating requires for the use of the Service as set out in Attachment A to this Agreement.

Qualified United States Financial Institution means an institution that: (1) is organized or, in the case of a United States office of a foreign banking organization, licensed, under the laws of the United States or any state; (2) is regulated, supervised, and examined by federal or state authorities having regulatory authority over banks; and (3) is a member of the Federal Deposit Insurance Corporation, or the National Credit Union Administration.

Substitute Check means a paper reproduction of an original check that contains an image of the front and back of the original check, is suitable for automated processing in the same manner as the original check and meets other technical requirements set out in the Check Clearing for the 21st Century Act, 12 USC §§ 5001-5018 and the regulations relating to the Act.

Operating Requirements

To process a deposit you will:

- log into our secure Service using the assigned User Id and password
- endorse all checks as specified by us, whether manually, with an approved stamp or mechanically using the scanner
- scan each check to capture the image, MICR information, and attempt to read the dollar amount of the check (the software performs a check to validate that the image and MICR information captured meets quality guidelines)
- key in the dollar amount of the check and/or other fields if prompted by the Service
- validate the balance of the deposit
- validate the image quality of scanned checks, remove and rescan checks with poor image quality, bring checks to the Bank for deposit if a quality check image cannot be obtained.
- transmit images to our archive
- verify receipt of a message confirming successful transmission of the images
- print or save any reports
- safe keep the checks which you deposit through the Service in a secure location and then, destroy them to ensure that they are not separately deposited to us or any other financial institution, however **do not proceed with the destruction of the processed paper checks until transaction posting has been verified as accepted by us.**

Client PC Hardware Requirements

- 4th Generation Core i3 or later dual core processor
- 1 GB RAM
- Network card
- Broadband Internet access
- USB 2.0
- 720p or greater screen resolution
- Bank approved check scanner with inkjet

Note: For optimal performance, particularly with scanners faster than 30 dpm, additional RAM is recommended. Further performance improvements may be achieved using computers with dual-core processors.

Client PC Software Requirements

- Operating Systems
 - Windows 7 SPI (32-bit or 64-bit)
 - Windows 10 (32-bit or 64-bit)
 - Apple OS X Yosemite
 - Apple OS is only supported for specific scanners and browser combinations.
- Browsers and Applications
 - Internet Explorer 11
 - Internet Explorer only supports ActiveX controls
 - Chrome – minimum version 40
 - Google is expecting to remove support for Java interface following version 42 of Chrome
 - Firefox – minimum version 36
 - Safari – minimum version 8
 - Safari is only supported using specific scanners on an Apple OS.
 - PDF Viewer – required for viewing Reports. Adobe PDF viewer is qualified.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 24, 2021

Issue Statement

Request for Village Council policy direction and action concerning the painting of the Village's logo upon the south water tower in conjunction with in-progress tower rehabilitation project.

Background

The Village's south water tower is currently under rehabilitation; existing plans call for the painting of "Forest Park" on the top of said tower in block lettering (see attached Google Maps photos). Public Works Director Stella suggests that the Village consider utilizing the Village's logo on top of said tower versus repainting same using the block lettering.

Attached are mock up examples of how the tower would look using the Village's logo. Commissioners Voogd and Nero prefer the noted example. The proposal calls for one (1) logo on the tower that will face northeast. Please note that only the logo will appear on the tower, not "Village of" or "Big City Access" or "Small Town Charm." Inclusion of these words will be hard to see from afar, so only the center portion of the Village's logo will be used. Two colors will also be used: blue and gold.

This project is being funded using TIF funds. The incremental cost to paint the Village's logo on the tower instead of the block lettering amounts to \$13,250. There are available monies in this TIF Fund to account for these incremental painting costs.

Village Council approval, by motion, is required for this change in contract specifications. It was also felt that the entire Village Council shall provide input on this possible change as the life expectancy of paint on a water tower is around twenty years in addition to the fact that our water towers are very visible assets that belong to the Village.

Attachments

- Google Maps photos of existing block lettering on both water towers;
- Mock-ups of potential logo schemes;
- Proposal from tower contractor related to incremental logo installation costs.

Google Maps Photo of South Water Tower – Circa 2019



Google Maps Photo of North Water Tower – Circa 2017





Horizontal Logo & Lettering



Vertical Logo & Lettering



Horizontal Logo & Lettering



Vertical Logo & Lettering



*2221 Muriel Court
Joliet, Illinois 60433*

Phone: 815-726-9192

Fax: 815-726-9245

Email: nickv@tecorp.us

05/17/2021

Gerald Hennelly
Christopher Burke Engineering Ltd.

RE: Hannah Ave Water Tower Logo

This letter is to provide a proposal for the Alternate logo options that have been emailed to Tecorp for pricing.

The additional cost per logo for the Blue logo with gold border (No other colors) is as follows: \$13,250.00/ Logo

The additional cost to apply the multi color logo on the tank is as follows:
\$21,550.00/ Logo.*

*If the full color logo alternate is accepted several items will be different from the logo sent. The green in the bushes will only have 2 shades of green. One as the base background for the bush and the other as the curved accents. The grass will be one color, the sky will be one color, the park bench will be brown and black only and the windows will be one color.

We will also need the pantone colors used in the logo immediately because we will have to have the paint manufacturer create drawdowns in the finish coat for approval.

Respectfully Submitted

Telly Visvardis

Tecorp, Inc.

A Complete Professional Coating and Lining Service



Forest Park Juneteenth Planning Committee

Date: May 19, 2021

To: Village of Forest Park Council

From: Forest Park Juneteenth Planning Committee.

Event contact: Marjorie Adam, 708 466 2795 marjorie.e.adam@gmail.com

Event(s): Juneteenth Celebrations 2021

In celebration of Juneteenth in Forest Park, we request permission to hang Juneteenth celebration banners from June 3 to June 25, 2021. The requested locations are as follows:

1. Madison and Des Plaines.
2. Madison and Circle.
3. Roosevelt and Circle.

Thank you in advance for your support.



Forest Park Juneteenth Planning Committee

Date: May 13, 2021

To: Village of Forest Park

From: Forest Park Juneteenth Planning Committee

Event contact: Marjorie Adam, 708 466 2795 marjorie.e.adam@gmail.com

Event: Juneteenth 2021, Flag-Raising Ceremony

Date: June 7th, 2021

Rain Date: June 11, 2021

Time: 11:30-12:15 with flag-raising at 12 noon

In celebration of the anticipation of Juneteenth becoming an official Illinois state holiday, we request permission to host a Juneteenth Flag-Raising Ceremony at Forest Park Village Hall. We would like to raise the Juneteenth flag on the outdoor Village Hall flagpole.

Additionally, we request the use of the parking lot for the social distancing of our guests. If possible, we ask that the parking lot be empty of cars during the event because we will have to set up near the exit of the parking lot. Also, (for our dignitaries and guests), we would like tents and chairs in accordance with CDC social distancing guidelines at the time of the event. We thank you in advance for your support.