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

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# Regular Village Council Meeting Agenda

Tuesday, October 11, 2022 – 7:00 p.m.

Meeting will be conducted In-Person and Via Zoom

You may listen to the meeting by participating in a Zoom conference call as follows: Dial-In Number: 312-626-6799; Meeting ID 83880224014; Passcode 406012 or by clicking here: <a href="https://us02web.zoom.us/j/83880224014?pwd=clhFWFo0emQ4L29tZ2J0S1VMaUl5QT09">https://us02web.zoom.us/j/83880224014?pwd=clhFWFo0emQ4L29tZ2J0S1VMaUl5QT09</a>

Public Comments are required to be submitted to the Village Clerk in advance of the meeting: In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m. E-mail Comments: E-mail required to be sent to Village Clerk (<a href="mailto:vmoritz@forestpark.net">vmoritz@forestpark.net</a>) prior to 6:30 p.m.

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
  - a. September 26, 2022 Village Council Meeting
  - b. September 26, 2022 Special Village Council Meeting
  - c. September 26, 2022 Closed Session Meeting
- 4. PUBLIC COMMENT
- 5. COMMUNICATIONS
- 6. DEPARTMENT REPORTS
- 7. BILLS BY RESOLUTION
  - a. Resolution Approving Payment of Bills Dated October 11, 2022
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS
  - a. Resolution Waiving Bid and Authorizing an Agreement for the Maintenance, Service and Monitoring of Multi-Space Parking Payment Terminals from Total Parking Solutions, Inc.
  - b. Resolution Approving an Intergovernmental Agreement for the Provision of Environmental Health Inspection Services
  - c. Approval: Policy Direction Regarding Village Logo Options for North Water Tower
  - d. Approval: Forest Park Arts Alliance 2023 Stoop Sessions Request
  - e. Approval: Ratification of Mayor's Execution of Hispanic Heritage Event Contracts
  - f. Approval: Use of Public Way Application- Foundry FP (7503 Madison St.)
  - g. Approval: November Entertainment License for Lathrop House (26 Lathrop Ave.)
  - h. Approval: November Entertainment License for Scratch Kitchen (7445 Madison St.)
  - i. Approval: Ratification of Approval of October Entertainment License for O'Sullivan's Public House (7244 Madison St.)
- 10. ADMINISTRATOR'S REPORT
- 11. COMMISSIONER REPORTS
- 12. ADJOURNMENT
  - a. Adjourn into Closed Session pursuant to 5 ILCS 120/2(c) (2) Collective Bargaining Matters

# THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON MONDAY EVENING, SEPTEMBER 26, 2022

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

#### **ROLL CALL**

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

### **APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the minutes from the September 12, 2022, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the September 12, 2022, Closed Session Meeting of the Council be approved without reading as each member has received a copy thereof.

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### PUBLIC COMMENT

Ms. Dianne Perkins expressed her dissatisfaction with a rental at the Park District of Forest Park. Ms. Perkins did not complete the speaker sign-in form and left after her comments.

#### **COMMUNICATIONS:**

Jordan Kuehn, Chair of the Safety and Traffic Commission gave an overview of the activities and recommendations of the commission over the last year. A copy of the presentation will be posted on the village's website for public review. It was mentioned that there are three open seats on this commission.

## **DEPARTMENT REPORTS:**

The Fire Department submitted its August, 2022, report and the Police Department submitted its July/August, 2022, report. Commissioner Voogd pointed out the thank you note in the Police Department report, which stated that the police were able to de-escalate a situation by using professionalism and patience.

#### **APPROVAL OF BILLS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$398,107.15.

R-88-22 RESOLUTION APPROVING BILLS IN THE AMOUNT OF \$398,107.15 APPROVED

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

# **UNFINISHED BUSINESS:**

None

### **NEW BUSINESS:**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance authorizing the approval of a Joint Purchasing Requisition for the purchase of three (3) 2023 base Ford Explorer Police Vehicles for the Village of Forest Park Police Department be adopted. It was discussed that the lead time on the delivery of these vehicles is several months. Staff was directed to explore other sources of funding to pay for these vehicles outside the ARPA funds, which have yet to be allocated.

O-37-22
PURCHASE OF THREE
POLICE VEHICLES
THROUGH JOINT
PURCHASING
REQUISITION
APPROVED

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the award for the 15<sup>th</sup> Street Sewer Separation Project to John Neri Construction Co., Inc. be adopted.

R-89-22 RESOLUTION AWARDING 15<sup>TH</sup> STREET SEWER SEPARATION PROJECT APPROVED

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Byrnes to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Police Lieutenant Eligibility List, one candidate from its current Police Sergeant Eligibility List and one candidate from its current Probationary Police Officer Eligibility List to fill vacancies.

BOARD OF FIRE AND POLICE COMMISSIONERS DIRECTED TO APPOINT ONE POLICE LIEUTENANT, ONE POLICE SERGEANT AND ONE PROBATIONARY POLICE OFFICER APPROVED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the 2023 Village of Forest Park Council Meeting Schedule as outlined by Clerk Moritz.

2023 VILLAGE COUNCIL MEETING SCHEDULE APPROVED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to authorize the Mayor's signature on agreements with Remington's and Maggiano's Little Italy associated with Senior Citizen and Community Relations functions organized by the Community Center.

COMMUNITY CENTER
AGREEMENTS
APPROVED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to authorize and ratify the issuance of the Raffle License for the Anthony Ambrose Foundation's event on September 24, 2022.

AMBROSE FOUNDATION RAFFLE LICENSE RATIFIED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the entertainment license application submitted by Jimmy's Place, 7411 Madison Street.

JIMMY'S PLACE ENTERTAINMENT LICENSE APPROVED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioners Voogd and Maxham and seconded by Commissioner Nero to approve the request from Forest Park Parent Teacher Organization (PTO) regarding the use of the Grove for a Night at the Cemetery event for District 91 Middle School students on Friday, October 14, 2022.

FOREST PARK PTO REQUEST TO HOLD EVENT IN THE GROVE APPROVED BY MOTION

#### **ROLL CALL:**

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

### **ADMINISTRATOR'S REPORT:**

Administrator Amidei reported that the 15<sup>th</sup> Street Sewer Separation Project cost came in higher than when first bid in May. The project is expected to be completed by Thanksgiving. The village will continue to seek grant funding for capital projects. All properties affected by the two upcoming alley projects will be notified about details of the project and any situations affecting the residents.

#### **COMMISSIONER'S REPORTS:**

Commissioner Byrnes commented about the Public Safety meeting he attended this morning and complemented the Police and Fire administrative staff for doing a great job explaining the issues that our departments are dealing with.

Commissioner Maxham reported that a group of residents would like the village to allow backyard chickens in Forest Park. In response, there will be a townhall meeting on October 18<sup>th</sup> at 7:00 p.m. in the lower level of Village Hall. The purpose of the meeting is to provide information and answer questions are receive public input and comments on the subject. The commissioner attended a Des Plaines River Trail feasibility Steering Committee meeting recently. The group is being led by the Active Transportation Alliance and Civiltech Engineering. There will be a link in the village newsletter for the public to provide feedback and comments. Last, Commissioner Maxham reported that the Arts Alliance is holding a Story Teller's Night event tomorrow night at Exit Strategy.

Commissioner Nero expressed his gratitude to Jordan Kuehn and the Safety and Traffic Commission members for their efforts and report. The commissioner further expressed his hope that the construction projects be completed before we get a snow event.

Commissioner Voogd echoed Commissioner Byrnes regarding the Public Safety Meeting and thanked Representative LaShawn Ford and his Chief of Staff for holding the candid and informative meeting. The commissioner further expressed gratitude to both Chiefs for lobbying for the resources the village needs at the meeting. Commissioner Voogd reported that she attended the Illinois Municipal League Conference recently and found it informative. Last, the Recreation Board's Community Clean Up Day was held on Saturday, September 24<sup>th</sup> and there was a great turnout of wonderful volunteers. The commissioner thanked the Recreation Board members, Connie Brown of Brown Cow for their donation as well as Karen Dylewski, the Community Center staff and Public Works Director Sal Stella. The next community clean up event is tentatively scheduled for May, 2023.

Mayor Hoskins attended the unveiling of the Oak Park River Forest Community Voices report last week and reported that there will be a similar presentation of the same report here in Forest Park at a date to be determined. The mayor commented on the success of the recent Community Clean Up Day, headed by the Recreation Board. Last, Mayor Hoskins stated how nice it was for St. Bernardine Church to recognize and celebrate our first responders at a mass last week.

#### ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn into closed session pursuant to 5 ILCS 120/2(c)(2) to consider collective bargaining matters. The motion carried.

Mayor Hoskins declared the meeting adjourned at 7:58 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 MORNING, SEPTEMBER 26, 2022

Mayor Hoskins called the meeting to order at 11:10 a.m.

#### **ROLL CALL**

Comissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call. Also in attendance were Village Clerk, Vanessa Moritz, Village Administrator, Moses Amidei, Forest Park Fire Chief, Phil Chiappetta, Deputy Fire Chief, Mark Maylath, Forest Park Police Chief, Ken Gross, Deputy Police Chief, Chris Chin, Mayor Hoskins' Assistant, Rachell Entler, State Representative La Shawn K. Ford, and Representative Ford's Chief of Staff, Stephany Spaulding.

Mayor Hoskins stated that the format of the meeting will be an informal workshop and regular rules of order are suspended. The purpose of the meeting was to discuss public safety issues facing the village and possible solutions.

There was discussion about the number of ambulance and police calls related to the CTA stations in town and the unreimbursed cost to the village. The group discussed the issues experienced through Forest Park due to funeral processions, and gun violence and drugs related to the funerals as well as the possibility of legislation requiring notice to the village for processions. There was general discussion about bail reform and Safe-T Act points.

#### <u>ADJOURNMENT</u>

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn. The motion carried. Mayor Hoskins declared the meeting adjourned at 12:36 p.m.

Respectfully submitted,

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.

Refunds and Allocations	\$ 1,260.00
Public Affairs	\$ 74,679.51
Police Department	\$ 495.22
Community Center	\$ 2,703.00
Accounts & Finance (Clerks Office)	\$ 153,429.60
Accounts & Finance (Fire Department)	\$ 1,510.20
Department of Health & Safety	\$ 782.59
Street Department	\$ 66,560.05
Public Property	\$ 16,698.21
Seizure	\$ 2,381.82
Federal Customs	\$ 2,410.47
Fleet Replacement	\$ 38,166.00
TIF	\$ 1,963.50
VIP	\$ 480.05
Water Department	\$ 38,938.37
TOTAL	\$ 402,458.59

ADOPTED BY THE Council of the Village of Forest Park this 11th Day of October, 2022.

Ayes:	
Nays:	
Absent:	
	Rory Hoskins, Mayor
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ATTEST:	
Vanessa Moritz, Village Clerk	
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<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-00-000-4220-200	Jordan Kuehn		09/28/2022	210.00
100-00-000-4230-130	Erick OCampo		09/23/2022	500.00
100-00-000-4230-135	Emstead Inc		09/14/2022	300.00
100-00-000-4510-106	Michael Bergeron		09/28/2022	212.50
235-00-000-4510-106	Michael Bergeron		09/28/2022	37.50
		Refunds and Allocations		1,260.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2022	8,552.40
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2022	95.00
100-10-101-6100-100	Storino Ramello & Durkin	08/31/2022	454.10
100-10-101-6100-135	GPG Strategies LLC	09/14/2022	2,000.00
100-10-101-6100-305	Saber-Toothed Computing	06/15/2022	210.00
100-10-101-6120-160	Special T Unlimited	09/16/2022	233.50
100-10-101-6120-160	Verizon Wireless	09/22/2022	55.34
100-10-101-6120-300	Special T Unlimited	09/16/2022	90.00
100-10-101-6120-305	BMI	09/02/2022	391.00
100-10-101-6120-305	West Suburban Special Recreation Association WSSRA	09/27/2022	400.00
100-10-101-6150-125	Moses Amidei	09/27/2022	409.20
100-10-101-6150-152	Verizon Wireless	09/22/2022	834.63
100-10-101-6150-152	Verizon Wireless	09/22/2022	301.84
100-10-101-6150-202	Advocate Occupational Health	09/06/2022	1,702.00
100-10-101-6150-220	Shavon Wesley	09/14/2022	536.25
100-10-101-6150-220	Shavon Wesley	09/28/2022	371.25
100-10-101-6150-300	West Suburban Cons Dispatch Center	09/01/2022	77,725.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	09/01/2022	(19,682.00)

**Public Affairs** 

74,679.51



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-12-121-6145-306	Animal Care League		08/31/2022	275.00
100-12-121-6150-114	West Suburban Chiefs of Police		10/11/2022	175.00
100-12-123-6145-291	SCHAUERS HARDWARE		08/31/2022	45.22
		Police Department		495.22



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-15-154-6170-105	O'leary's Contractor Equipment		09/12/2022	780.00
100-15-154-6170-105	Pit Stop		09/22/2022	1,900.00
100-15-154-6170-114	BLUE CAB CO.		08/04/2022	18.00
100-15-154-6170-114	BLUE CAB CO.		08/31/2022	5.00
		Community Center		2,703.00



Vendor	<b>Invoice Date</b>	Amount
Rlue Cross-Rlue Shield of III	09/16/2022	130,602.50
		7,039.37
		199.36
		103.70
		265.00
Office 8	09/15/2022	375.92
Quill	08/31/2022	101.08
Quill	09/07/2022	145.87
Quill	09/14/2022	412.78
Quill	09/19/2022	(271.15)
Forest Printing Company	09/23/2022	1,145.64
Quill	08/31/2022	30.65
Quill	09/14/2022	43.59
POLICE PENSION FUND	09/21/2022	5,714.29
Firefighters Pension Fund	09/20/2022	5,714.29
Xerox Financial Services	09/10/2022	122.50
Xerox Financial Services	09/10/2022	1,684.21
Accounts & Finance (Clerks Office)		153,429.60
	Blue Cross-Blue Shield of Ill Guardian Xerox Financial Services Xerox Financial Services Elmhurst Occupational Health Office 8 Quill Quill Quill Quill Forest Printing Company Quill Quill POLICE PENSION FUND Firefighters Pension Fund Xerox Financial Services Xerox Financial Services	Blue Cross-Blue Shield of Ill       09/16/2022         Guardian       09/21/2022         Xerox Financial Services       09/10/2022         Xerox Financial Services       09/10/2022         Elmhurst Occupational Health       08/31/2022         Office 8       09/15/2022         Quill       08/31/2022         Quill       09/07/2022         Quill       09/14/2022         Forest Printing Company       09/23/2022         Quill       08/31/2022         Quill       09/14/2022         POLICE PENSION FUND       09/21/2022         Firefighters Pension Fund       09/20/2022         Xerox Financial Services       09/10/2022         Xerox Financial Services       09/10/2022



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	08/31/2022	17.07
100-30-301-0140-200	Grainger Inc.	09/13/2022	123.60
100-30-301-7000-040	Witmer Public Safety Group	09/20/2022	53.74
100-30-302-6110-150	Verizon Wireless	09/22/2022	154.70
100-30-302-6145-105	Special T Unlimited	09/19/2022	794.00
100-30-302-6145-323	Health Endeavors SC	07/01/2022	240.00
100-30-302-6155-110	SCHAUERS HARDWARE	08/31/2022	61.64
100-30-303-6145-300	Witmer Public Safety Group	09/20/2022	65.45
	Accounts & Finance (Fire Department)		1,510.20



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-40-401-5000-017	Raymond Traynor	09/26/2022	405.00
100-40-402-6100-100	Storino Ramello & Durkin	08/31/2022	47.50
100-40-402-6150-240	Steve Glinke	09/20/2022	83.38
100-40-402-6150-240	Starship Subs	08/01/2022	79.48
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/07/2022	87.40
100-40-410-6140-202	SCHAUERS HARDWARE	08/31/2022	79.83
	Department of Health & Sa	afety	782.59



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
100-50-501-6145-100	Steve Brhel		09/26/2022	119.33
100-50-501-6145-100	Steve Brhel		09/26/2022	100.00
100-50-501-6145-100	Dan Michaels		09/28/2022	100.00
100-50-502-6185-108	JC Licht LLC		09/15/2022	442.70
100-50-502-6185-108	JC Licht LLC		09/16/2022	664.05
100-50-502-6185-110	Traffic Control & Protection		09/14/2022	274.20
100-50-502-6185-112	Republic Services #551		09/15/2022	770.40
100-50-502-6185-501	Republic Services #551		09/15/2022	36,597.18
100-50-502-6185-502	Republic Services #551		09/15/2022	23,943.06
100-50-502-6185-503	Republic Services #551		09/15/2022	3,549.13
		Street Department		66,560.05



<b>Account Number</b>	Vendor	Invoice Date	Amount
100-55-551-6150-125	American Water IllinoisSection	09/22/2022	48.00
100-55-551-7000-001	SECRETARY OF STATE	09/28/2022	8.00
100-55-552-6145-100	Jon Pankey	09/22/2022	19.04
100-55-552-6180-101	SCHAUERS HARDWARE	08/31/2022	(8.10)
100-55-552-6180-101	SCHAUERS HARDWARE	08/31/2022	(27.73)
100-55-552-6180-101	SCHAUERS HARDWARE	08/31/2022	220.28
100-55-552-6180-101	RUSSO POWER EQUIPMENT	09/27/2022	550.00
100-55-552-6180-114	SCHAUERS HARDWARE	08/31/2022	50.38
100-55-553-6180-150	Lyons Pinner Electric Co	09/20/2022	936.00
100-55-553-6180-160	AEP Energy	08/23/2022	1,423.28
100-55-553-6180-160	Com Ed	08/26/2022	322.84
100-55-553-6180-160	Com Ed	08/26/2022	138.15
100-55-553-6180-160	Com Ed	09/13/2022	79.33
100-55-553-6180-160	Com Ed	09/27/2022	24.56
100-55-553-6180-160	Com Ed	09/27/2022	24.10
100-55-553-6180-160	Com Ed	09/27/2022	24.11
100-55-553-6180-160	Com Ed	09/27/2022	31.15
100-55-553-6180-160	Com Ed	09/27/2022	175.47
100-55-555-6180-100	Comcast	09/08/2022	195.00
100-55-555-6180-100	Illinois Alarm	09/23/2022	147.50
100-55-555-6180-100	Quill	08/31/2022	30.66
100-55-555-6180-100	Quill	08/31/2022	495.55
100-55-555-6180-100	Quill	09/14/2022	(10.68)
100-55-555-6180-100	Quill	09/14/2022	(37.15)
100-55-555-6180-100	Quill	09/14/2022	(117.48)
100-55-555-6180-100	Quill	09/14/2022	165.31
100-55-555-6180-100	Quill	09/14/2022	308.38
100-55-555-6180-110	Comcast	09/12/2022	2.10
100-55-555-6180-110	Comcast	09/13/2022	128.95
100-55-555-6180-115	Illinois Alarm	09/23/2022	147.50
100-55-555-6180-120	Illinois Alarm	09/23/2022	147.50
100-55-555-6180-130	SCHAUERS HARDWARE	08/31/2022	24.31
100-55-555-6180-130	Illinois Alarm	09/23/2022	147.50
100-55-555-6180-140	Comcast	09/07/2022	2.10
100-55-555-6180-140	Comcast	09/22/2022	182.62
100-55-555-6180-140	Illinois Alarm	09/23/2022	147.50
100-55-560-6180-125	SCHAUERS HARDWARE	08/31/2022	123.19
100-55-570-6155-106	SCHAUERS HARDWARE	08/31/2022	26.99
100-55-570-6155-106	Arlington Power Equipment Inc	07/12/2022	55.77
100-55-570-6155-106	Arlington Power Equipment Inc	07/27/2022	28.62
100-55-570-6155-106	Currie Motors Chevrolet	08/17/2022	76.14
100-55-570-6155-106	Currie Motors Chevrolet	08/24/2022	88.56
100-55-570-6155-106	Currie Motors Chevrolet	08/25/2022	76.70



<b>Account Number</b>	Vendor	Invoice Date	Amount
100-55-570-6155-106	Currie Motors Chevrolet	08/26/2022	320.04
100-55-570-6155-106	Currie Motors Chevrolet	08/29/2022	225.26
100-55-570-6155-106	Currie Motors Chevrolet	08/29/2022	23.62
100-55-570-6155-106	Currie Motors Chevrolet	08/30/2022	15.09
100-55-570-6155-106	Currie Motors Chevrolet	08/30/2022	76.43
100-55-570-6155-106	Kimball Midwest	09/15/2022	489.42
100-55-570-6155-106	Kimball Midwest	09/15/2022	402.54
100-55-570-6155-106	Standard Equipment Co.	09/14/2022	172.88
100-55-570-6155-106	Terminal Supply Co	09/15/2022	442.39
100-55-570-6155-106	Factory Motor Parts Co	04/20/2022	308.10
100-55-570-6155-106	Factory Motor Parts Co	05/16/2022	26.28
100-55-570-6155-106	Factory Motor Parts Co	05/19/2022	43.32
100-55-570-6155-106	Factory Motor Parts Co	05/19/2022	161.85
100-55-570-6155-106	Factory Motor Parts Co	05/24/2022	47.44
100-55-570-6155-106	Factory Motor Parts Co	06/06/2022	151.44
100-55-570-6155-106	Factory Motor Parts Co	06/06/2022	151.44
100-55-570-6155-106	Factory Motor Parts Co	06/14/2022	319.99
100-55-570-6155-106	Factory Motor Parts Co	06/14/2022	278.55
100-55-570-6155-106	Factory Motor Parts Co	06/27/2022	59.78
100-55-570-6155-106	Factory Motor Parts Co	06/27/2022	130.71
100-55-570-6155-106	Factory Motor Parts Co	06/28/2022	37.14
100-55-570-6155-106	Factory Motor Parts Co	06/28/2022	213.34
100-55-570-6155-106	Factory Motor Parts Co	07/11/2022	231.24
100-55-570-6155-106	Factory Motor Parts Co	07/20/2022	434.13
100-55-570-6155-106	Factory Motor Parts Co	07/25/2022	79.57
100-55-570-6155-106	Factory Motor Parts Co	07/26/2022	151.44
100-55-570-6155-106	Factory Motor Parts Co	07/26/2022	26.32
100-55-570-6155-106	Factory Motor Parts Co	07/26/2022	289.42
100-55-570-6155-106	Factory Motor Parts Co	08/01/2022	126.03
100-55-570-6155-106	Factory Motor Parts Co	08/01/2022	435.95
100-55-570-6155-106	Factory Motor Parts Co	08/02/2022	178.17
100-55-570-6155-106	Factory Motor Parts Co	08/09/2022	51.95
100-55-570-6155-106	Factory Motor Parts Co	08/09/2022	51.95
100-55-570-6155-106	Factory Motor Parts Co	08/09/2022	51.95
100-55-570-6155-106	Factory Motor Parts Co	08/16/2022	200.18
100-55-570-6155-106	Factory Motor Parts Co	08/19/2022	152.59
100-55-570-6155-106	Factory Motor Parts Co	08/19/2022	(49.28)
100-55-570-6155-106	Factory Motor Parts Co	08/25/2022	98.94
100-55-570-6155-106	Factory Motor Parts Co	08/30/2022	79.03
100-55-570-6155-106	Factory Motor Parts Co	08/30/2022	34.72
100-55-570-6155-106	Factory Motor Parts Co	08/30/2022	247.56
100-55-570-6155-106	Factory Motor Parts Co	08/31/2022	192.70
100-55-570-6155-106	Factory Motor Parts Co	09/06/2022	48.24



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Factory Motor Parts Co	09/06/2022	151.05
100-55-570-6155-106	Factory Motor Parts Co	09/06/2022	151.05
100-55-570-6155-106	Factory Motor Parts Co	09/08/2022	156.84
100-55-570-6155-106	Factory Motor Parts Co	09/08/2022	156.84
100-55-570-6155-106	Factory Motor Parts Co	09/09/2022	151.44
100-55-570-6155-106	Factory Motor Parts Co	09/09/2022	31.71
100-55-570-6155-106	Factory Motor Parts Co	09/13/2022	302.88
100-55-570-6155-106	Factory Motor Parts Co	09/13/2022	(11.00)
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	121.71
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	44.57
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	16.68
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	(22.00)
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	302.88
100-55-570-6155-106	Factory Motor Parts Co	09/15/2022	23.72
100-55-570-6155-106	Factory Motor Parts Co	09/16/2022	82.44
100-55-570-6155-106	Factory Motor Parts Co	09/21/2022	67.78
100-55-570-6155-106	Factory Motor Parts Co	09/21/2022	106.97
100-55-570-6155-106	Factory Motor Parts Co	09/22/2022	102.70
100-55-570-6155-106	Factory Motor Parts Co	09/22/2022	(6.20)
100-55-570-6155-106	Factory Motor Parts Co	09/22/2022	276.32
100-55-570-6155-112	Quiroz Auto Repair Inc	09/12/2022	240.00
100-55-570-6155-112	Quiroz Auto Repair Inc	09/20/2022	320.00
100-55-580-6155-120	RUSSO POWER EQUIPMENT	09/27/2022	97.98

Public Property

16,698.21



Account Number	Vendor	Invoice Da	ate Amount
230-00-000-6150-152	Verizon Wireless	09/22/20	22 187.99
230-00-000-6150-152	Verizon Wireless	09/22/20	22 92.87
230-00-000-6900-230	J.G. Uniforms	09/20/20	22 880.00
230-00-000-6900-230	J.G. Uniforms	09/20/20	22 880.00
230-00-000-6900-230	Ray O'Herron Co Inc	09/14/20	22 189.96
230-00-000-6900-230	SECRETARY OF STATE	08/29/20	22 151.00
		Seizure	2,381.82



Account Number	Vendor		<b>Invoice Date</b>	Amount
232-00-000-6900-232	Comcast		09/22/2022	167.87
232-00-000-6900-232	J.G. Uniforms		09/21/2022	1,264.93
232-00-000-6900-232	Motorola Solutions Inc		09/23/2022	423.80
232-00-000-6900-232	Motorola Solutions Inc		09/23/2022	423.80
232-00-000-6900-232	John Reilly		10/11/2022	75.00
232-00-000-6900-232	Michael Salgado		09/26/2022	55.07
		Federal Customs		2,410.47



<b>Account Number</b>	Vendor		<b>Invoice Date</b>	Amount
235-00-000-7000-001	Karl Chevrolet Inc		09/30/2022	38,166.00
		Fleet Replacement		38,166.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
302-00-000-6100-100	Storino Ramello & Durkin	08/31/2022	1,406.00
304-00-000-6100-100	Storino Ramello & Durkin	08/31/2022	95.00
309-00-000-6100-100	Storino Ramello & Durkin	08/31/2022	237.50
309-00-000-6100-115	Kane McKenna and Assoc	08/31/2022	225.00
		TIF	1,963.50



<b>Account Number</b>	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	09/22/2022	38.01
312-00-000-7000-312	K-Five Hodgkins LLC	09/07/2022	137.31
312-00-000-7000-312	K-Five Hodgkins LLC	09/14/2022	79.35
312-00-000-7000-312	K-Five Hodgkins LLC	09/15/2022	48.30
312-00-000-7000-312	JC Licht LLC	09/19/2022	177.08
		VIP	480.05



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	09/22/2022	36.01
501-80-800-6120-500	Diana Alejandro	09/22/2022	1,500.00
501-80-800-6120-500	Jason Alexander	09/22/2022	1,500.00
501-80-800-6120-500	Robert Basile	09/22/2022	1,500.00
501-80-800-6120-500	Eduardo Carrizales	09/22/2022	1,500.00
501-80-800-6120-500	Carl Duffield	09/22/2022	1,500.00
501-80-800-6120-500	Robert Gerger	09/22/2022	1,500.00
501-80-800-6120-500	Greta Thorkelson	09/22/2022	1,500.00
501-80-800-6120-500	Mary Isselhard	09/22/2022	1,500.00
501-80-800-6120-500	Robert Kingsbury	09/22/2022	1,500.00
501-80-800-6120-500	John & Jamie Lambuth	09/22/2022	1,500.00
501-80-800-6120-500	Melville D'Souza	09/22/2022	1,500.00
501-80-800-6120-500	Jossie Mendonca	09/22/2022	1,500.00
501-80-800-6120-500	Terrence Miltner	09/22/2022	1,500.00
501-80-800-6120-500	Jonathan Moody	09/22/2022	1,500.00
501-80-800-6120-500	Thomas O'Connell	09/22/2022	1,500.00
501-80-800-6120-500	Sally Quick	09/22/2022	1,500.00
501-80-800-6120-500	Kevin Shields	09/22/2022	1,500.00
501-80-800-6120-500	Sam Silvestri	09/22/2022	1,500.00
501-80-800-6150-120	American Water IllinoisSection	09/22/2022	96.00
501-80-800-6150-154	Com Ed	08/26/2022	20.34
501-80-800-6150-154	Com Ed	08/26/2022	50.56
501-80-800-6150-154	Com Ed	09/12/2022	68.22
501-80-800-6150-154	Com Ed	09/13/2022	19.64
501-80-800-6150-154	Constellation Energy Services Inc	08/26/2022	2,173.63
501-80-800-6150-154	Constellation Energy Services Inc	08/29/2022	531.23
501-80-800-6150-156	NICOR	09/02/2022	49.65
501-80-800-6150-156	NICOR	09/02/2022	97.63
501-80-800-6800-151	Core & Main LP	09/14/2022	760.32
501-80-800-6800-151	Franzen Plumbing INC	09/22/2022	3,882.93
501-80-800-6800-151	Tim Stefl Inc	09/12/2022	1,568.31
501-80-800-6800-151	T & M Plumbing	09/22/2022	2,500.00
501-80-800-6800-153	Comcast	09/06/2022	83.90

Water Department

38,938.37

TO: Mayor Hoskins

Commissioners

Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: October 4, 2022

RE: Total Parking Solutions rate proposal January 1, 2023

Total Parking Solutions provides service and maintenance contracts on the parking terminals and associated software communication services (Cale / Flowbird) installed throughout the Village. The service and maintenance contracts are a comprehensive agreement, providing for all parts and labor, as well as four preventive maintenance inspections and cleanings per year. The Village entered into the first agreement in November 2006, and again in September 2019 for the installation of the terminals along Madison Street and Circle Avenue.

The service and maintenance contracts for the Village have not increased since original terminals were purchased in November 2006; the cost has maintained the same per terminal per agreement. Per the vendor:

"Unfortunately, due to the current economic circumstances that all business entities, small and large alike, are facing; Total Parking must raise our current per meter service and maintenance contract pricing beginning January 1<sup>st</sup>, 2023. We regret the inconvenience this may impose on our customers and truly looked at increasing our contract pricing as a last measure to combat the rising fuel, transportation, and parts cost due to the rampant inflation. Total Parking Solutions will remain dedicated to providing the finest service possible".

FY2022 service and maintenance agreement cost totaled \$71,520; as proposed the new cost would be \$76,383, an increase of \$4,863.00, or 7%. There is no increase on the rates for the software communication services, this remains at \$780 annual per terminal as it has since 2009.

FY2022 associated revenue totaled \$365,696; current fiscal year is in line with prior year to date. In addition, the Village is able to offer online sales of parking permits to residents through the software program used for the parking terminals. The license plate reader that is used for parking enforcement also verifies parking permits are active. The Clerk office began this process in February 2022. Offering online permit sales will eliminate the need to purchase permit stickers for vehicles to display, an annual savings of \$3,000.

It is recommended that Village Council favorably consider this proposal.

#### RESOLUTION NO. R- -22

# A RESOLUTION WAIVING BID AND AUTHORIZING AN AGREEMENT FOR THE MAINTENANCE, SERVICE AND MONITORING OF MULTI-SPACE PARKING PAYMENT TERMINALS FROM TOTAL PARKING SOLUTIONS, INC.

WHEREAS, the Village of Forest Park ("Village") has deemed it necessary that the Village utilize an automated multi-space system for collecting parking fees for certain public parking areas ("Public Parking Areas"); and

WHEREAS, the Village currently engages Total Parking Solutions, Inc. ("Total Parking") to provide a unified, efficient and cost-effective service to operate and utilize one operating system for the maintenance, service and monitoring of the pay system for the Public Parking Areas; and

WHEREAS, the Village has requested a proposal from Total Parking for the continued maintenance, service and monitoring of multi-space parking payment terminals ("Terminals") for the Public Parking Areas; and

WHEREAS, the Village has received a satisfactory contract for the maintenance, service and monitoring of the Terminals for the Public Parking Areas from Total Parking ("Contract"); and

WHEREAS, it is the opinion of a majority of the corporate authorities of the Village that it is advisable, necessary and in the public interest that the Village approve the Contract with Total Parking for the maintenance, service and monitoring of the Terminals to serve the Public Parking Areas; and

WHEREAS, pursuant to Section 1-8A-5 of the Village's Municipal Code, the corporate authorities of the Village have the authority to waive competitive bidding if authorized by a vote of four-fifths (4/5ths) of the Council members then elected.

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

<u>Section 1</u>. The corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2. The corporate authorities of the Village determine that competitive bidding for the maintenance, service and monitoring of the Terminals to serve the Public Parking Areas is hereby dispensed with and waived.

Section 3. It is hereby determined that it is advisable, necessary in the public interest that the Village engage Total Parking to maintain, service and monitor the Terminals for the Public Parking Areas, pursuant to the Contract attached hereto as Exhibit A and made a part hereof.

Section 4. Subject to execution by Total Parking and receipt by the Village of the proposal addendum and certifications attached hereto as Exhibit B and made a part hereof, the Village officials be and are hereby authorized and directed to take such action and execute on behalf of the Village all necessary forms and other documents related to the Contract for the maintenance, service and monitoring of the Terminals for Public Parking Areas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

fifths (4/5ths) vote of the Council then elect	ed and approval in accordance with law.
ADOPTED by the Council of the Vi	illage of Forest Park, Cook County, Illinois, this 11 <sup>th</sup>
day of October, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 11th day of October	r, 2022.
	Rory E. Hoskins, Mayor
ATTESTED	
Vanessa Moritz, Village Clerk	

This Resolution shall be in full force and effect upon its passage by a four-

Section 6.

# EXHIBIT A

# TOTAL PARKING SOLUTIONS PROPOSAL

#### EXHIBIT B

#### PROPOSAL ADDENDUM AND CERTIFICATION

This Exhibit B is attached hereto and made a part of that certain services and maintenance contract for multi-space parking terminals by and between Total Parking Solutions, Inc. ("Total Parking"), and the Village of Forest Park ("Village").

- Indemnification. TOTAL PARKING shall defend, indemnify, keep and save harmless, the VILLAGE and the VILLAGE's officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including reasonable attorneys' fees, which are solely the result of a negligent act or willful act or omission of TOTAL PARKING or any of its employees or agents arising out of or resulting from the performance of services under this Agreement (an "Indemnifying Act"). If any settlement has been entered into (with express written consent of TOTAL PARKING) or if a final judgment shall be rendered by a court of competent jurisdiction against the VILLAGE solely as the result of an Indemnifying Act, TOTAL PARKING, after all appeals have been exhausted, shall, at its own expense, satisfy and discharge the same. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted, any such money due TOTAL PARKING under and by virtue of the Agreement as shall be deemed necessary by the VILLAGE for the payment thereof may be retained by the VILLAGE for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. This indemnification shall be limited by the required minimum insurance coverages provided in this Agreement. Notwithstanding anything to the contrary in this Agreement, TOTAL PARKING's liability for environmental damages shall apply to the extent TOTAL PARKING is grossly negligent or in the event of TOTAL PARKING's willful misconduct.
- 2. <u>Insurance.</u> TOTAL PARKING shall obtain and thereafter keep in force statutorily required Worker's Compensation and Employer's Liability coverage, Commercial General Liability, \$1,000,000 per occurrence, \$2,000,000 aggregate, Commercial Automobile Liability, with the Village named as an additional insured, as applicable, and provide such Certificate of Insurance evidencing same upon execution of this Agreement. Each party shall agree to waive all rights of subrogation against the other, its officials, agents, employees and volunteers for losses caused from work performed by TOTAL PARKING. No action or failure to act on the part of the VILLAGE shall constitute a waiver of any insurance requirement.
- 3. <u>Assumption and Limitation of Liability.</u> Subject to the terms and conditions of this Agreement and the limitations set forth herein, TOTAL PARKING assumes liability for all injury to or death of any person or persons including employees of TOTAL PARKING, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way caused out of any willful conduct or grossly negligent work performed by TOTAL PARKING under this Agreement.

# 3.1 MUTUAL WAVIER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL

BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT INJURY, LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR ANTICIPATED PROFITS, LOSS OF REVENUE, LOSS OF USE, DOWNTIME COSTS, OR BUSINESS INTERRUPTION) WHATSOEVER RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK OR THE AGREEMENT.

4. <u>Certifications</u>. The certifications hereinafter made by TOTAL PARKING are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into the proposal with TOTAL PARKING. The VILLAGE may terminate the proposal if it is later determined that TOTAL PARKING rendered a false or erroneous assurance.

I,				, hereby	certif	y that I a	ım the_			
	(Nan	ne of Pers	son Certifying)				_	(Office of Per	son Co	ertifying)
of <u>Total</u>	Parking,	and as	such hereby	represent	and	warrant	to the	VILLAGE	that	TOTAL
PARKIN	G and its	shareho	lders holding	more than	five	percent (	(5%) of	the outstand	ling s	shares of
the corpo	ration, its	officers	and director	s are:						

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

In addition, TOTAL PARKING hereby represents and warrants to the VILLAGE, that:

- (A) TOTAL PARKING has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.);
- (B) TOTAL PARKING has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.);
- (C) TOTAL PARKING has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/l et seq.);
- (D) TOTAL PARKING, pursuant to 30 ILCS 580/1 *et seq*. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
  - (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in TOTAL PARKING'S workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such proposal, the employee will;
  - i. Abide by the terms of the statement;
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. TOTAL PARKING'S policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance program; and
  - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the proposal, and to post the statement in a prominent place in the workplace;
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction:
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) TOTAL PARKING has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) TOTAL PARKING, at the time TOTAL PARKING submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of any interest in TOTAL PARKING; or, if TOTAL PARKING'S stock is traded on a nationally recognized securities market, that no VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of more than one percent (1%) of TOTAL PARKING, but if any VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of less than one percent (1%) of TOTAL PARKING, TOTAL PARKING has disclosed to the VILLAGE in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the VILLAGE has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from TOTAL PARKING in violation of Section 15.02 of Chapter 15 of the Forest Park Municipal Code; and
- (I) TOTAL PARKING has not given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Forest Park Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), TOTAL PARKING is a party to a collective bargaining

agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that TOTAL PARKING and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by TOTAL PARKING or term or condition in this proposal changes, TOTAL PARKING shall notify the VILLAGE in writing within seven (7) days.

Dated:	, 2022	TOTAL PARKING SOLUTIONS, INC.
		By:
		Title:
STATE OF ILLINOIS	) ) SS.	
COUNTY OF	_ )	
I, the undersigne	ed, a notary pi	ablic in and for the State and County aforesaid, here
certify that		, known to me to be the
(Name of S	ignatory)	(Office)
-		re me this day in person and, being first duly sworn ed the foregoing certification as his/her free act and deed
Dated:	, 2022	
		Notary Public



# Service & Maintenance Contract for <u>Multi-Space Parking Terminals</u> Village of Forest Park

Commencement Date: January 1, 2023

**Customer:** Village of Forest Park

517 Des Plaines Ave. Forest Park, Il. 60130

**Service Provided By:** Total Parking Solutions, Inc.

2721 Curtiss Street

Downers Grove, IL 60515

#### **Principle Objective:**

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

#### Contract type:

This contract shall provide for service and maintenance of parking payment terminals and card vending machine at the specified locations and defined as *Quarterly Preventative Maintenance including 100% Parts and Labor*.

\*Contract does not cover damage to terminals or malfunction caused by vandalism, Acts of God, or owner/operator negligence.

#### **Preventative Maintenance:**

Standard preventative maintenance inspections will be conducted quarterly and will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations,

calibration and lubrication of the terminals as per attached detailed list to insure optimum operating capability.

#### **Customer Responsibilities:**

Total Parking Solutions, Inc. will provide for training to individuals specified by the Village. This training will allow for the customer to clear coin, card, or receipt paper jams, replace receipt paper and determine machine faults in reporting service issues to Total Parking Solutions service department. These types of repairs will be known as "First Line Maintenance".

Total Parking Solutions, Inc. shall provide follow-up training for repair, collection, and WebOffice in the event it is necessary for refreshers and/or Village new hires at no charge. Training is requested to be scheduled with a minimum of one-week advance notice.

In the event a service call is initiated by the Village and service is rendered by TPS to resolve any of the above mentioned "First Line Maintenance" issues the Village will be billed at the standard rate of \$ 112.00 per hour.

#### **Service Calls**:

Total Parking Solutions, Inc. will operate under a maximum 24-hour response cycle from 7:30 am until 5:00 pm Monday through Friday. After hours and weekend service is available to the customer and will be invoiced as additional to the contract at the following rates:

Standard Rate when applicable \$150.00 per hour / 2 hour minimum

Friday from 5:00 pm until Saturday 5:00 pm \$225.00 per hour / 2 hour minimum

Saturday from 5:00 pm until Monday at 7:30 am \$300.00 per hour / 2 hour minimum

#### **Service Reporting and Technical Support:**

All service calls will be reported to our service department of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to Village staff at no charge.

#### **Replacement Parts:**

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.

#### **Term of Contract:**

The term of this contract shall be 2 years from the commencement date. If the Village decides to continue, invoicing shall be on an annual basis for year three on the second anniversary of installation. As this contract is binding, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon or if the City chooses to discontinue operation of the equipment for any reason. This cancellation will require a written 60-day notice prior to termination.

<sup>\*</sup>Emergency service will be billed as a portal-to-portal call out.

#### **Price Deviations:**

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for the term of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have subsequent ability to increase contract pricing prior to renewal, any such increase will be made known to the customer in advance and will be subject to agreement between both parties.

Execution of Agreement by:	Joseph 1. Xmm
Title:	President of Operations
For:	Total Parking Solutions, Inc.
and	
Execution of Agreement by:	
Title:	
For:	Village of Forest Park, IL.
Date of Execution:	

#### Rate Schedule

**Description of Service:** Quarterly preventative maintenance inspections including 100% parts and service. Service is not limited to any number of call outs over any time period that do not include first line maintenance issues as previously described under "Customer Responsibilities".

Number of Terminals: Thirty-four (34) Flowbird CWT S4 multi-space coin/ card only parking

terminals located in the Madison Street and Circle Avenue Districts in the

Can N. 7 Anith

Village of Forest Park

**Annual Rate:** \$ 840.00 per pay station

Number of Terminals: Nine (9) Flowbird multi-space coin, card and bill parking terminals located in

the Village of Forest Park

**Annual Rate:** \$ 1,587.00 per pay station

Total Annual Cost: \$ 42,843.00 per year



#### PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will perform the following maintenance tasks during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Inspect receipt paper sensor and armature, adjust if necessary
- Electronic systems diagnostics check
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement and replace parts

#### RESOLUTION NO. R-\_\_\_\_-22

# A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows: That certain Intergovernmental Agreement for the Provision of Section 1. Environmental Health Inspectional Services ("Intergovernmental Agreement") between the Village of Forest Park and the Cook County Department of Public Health, a copy of which is attached hereto as Exhibit "A," is hereby approved. Section 2. The Mayor is hereby authorized to execute, and the Village Clerk is authorized to attest, two original copies of the Intergovernmental Agreement, and the Village Clerk is further directed to return such executed agreements to the Cook County Department of Public Health for execution, along with a certified copy of this Resolution. 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 11<sup>th</sup> day of October, 2022. AYES: \_\_\_\_\_ NAYS: ABSENT: APPROVED by me this 11<sup>th</sup> day of October, 2022. Rory E. Hoskins, Mayor ATTESTED and filed in my office, And published in pamphlet form This day of October, 2022.

Vanessa Moritz, Village Clerk

### EXHIBIT "A"

# INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTION SERVICES



# Cook County Public Health

Leadership

Toni Preckwinkle President Cook County Board of Commissioners

Israel Rocha, Jr.
Chief Executive Officer
Cook County Health
LaMar Hasbrouck, MD, MPH, MBA
Chief Operating Officer

**Board of Directors** 

Lyndon Taylor Chair of the Board

Hon. Dr. Dennis Deer, LCPC, CCFC Vice Chair of the Board Robert Currie Raul Garza Ada Mary Gugenheim Joseph M. Harrington Karen E. Kim, MD, MS

Mike Koetting
David Ernesto Munar
Heather M. Prendergast, MD, MS, MPH
Robert G. Reiter, Jr.
Otis L. Story, Sr.

September 30, 2022

Mr. Steve Glinke Village of Forest Park 517 Des Plaines Forest Park, IL 60130

Dear Mr. Glinke:

Enclosed are two (2) original copies of the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services for the period of December 1, 2022 through November 30, 2023. **Both original copies of the agreement need to be signed where required and returned to me for final approval**.

Please return both copies to:

Cook County Department of Public Health 10220 S. 76<sup>th</sup> Avenue, Room 250 Bridgeview, IL 60455 Attn: Environmental Health Unit

One of the fully executed copies will then be returned to you for your official records. If you should have any questions or need any further information, please contact me at

gpapadopulos@cookcountyhhs.org or Michelle Beckles at (708) 503-7531.

Sincerely yours,

George Papadopoulos, M.P.H.

Assistant Director

**Environmental Health Services** 

cc – File Enclosure

# INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES

This **AGREEMENT** entered into as of December 1, 2022 by and between the Village of Forest Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

#### WITNESSETH:

WHEREAS, The VILLAGE wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the COUNTY is willing to provide the VILLAGE with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the COUNTY is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the VILLAGE is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the COUNTY and the VILLAGE by undertaking the AGREEMENTS contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

- 1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the VILLAGE (hereinafter called the VILLAGE CODE) of all food service establishments and retail food stores licensed or permitted by the VILLAGE as scheduled by the VILLAGE and the DEPARTMENT during the term of this AGREEMENT to assure compliance with the VILLAGE CODE;

- Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
- c. Provide the VILLAGE with reports of inspections undertaken;
- d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
- e. Testify as required in any court cases brought by the VILLAGE for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
- f. Review plans for any new or extensively remodeled food service establishment or retail food store in the VILLAGE to assure compliance with current Federal, State, COUNTY, and VILLAGE Food Service Establishment and Retail Food Store Regulations.
- 2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.

### 3. The VILLAGE agrees:

- a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
- b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
- c. To provide any legal action in the determination of the VILLAGE necessary to enforce the VILLAGE ordinances or regulations.
- 4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
- 5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

- 6. The VILLAGE agrees to hold harmless and to indemnify the COUNTY, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this AGREEMENT by the VILLAGE, its officers, agents or employees. The COUNTY agrees to hold harmless and to indemnify the VILLAGE, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this AGREEMENT by the COUNTY, its officers, agents or employees. Nothing herein shall be construed to require the VILLAGE to indemnify the COUNTY for the negligence of the DEPARTMENT or its officers, agents, or employees; and further, nothing herein shall be construed to require the VILLAGE to indemnify or make any payments in connection with any claim for which the COUNTY or the DEPARTMENT otherwise would not be liable, nor shall it be construed to waive any defenses that the COUNTY, the DEPARTMENT or the VILLAGE may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the COUNTY to indemnify the VILLAGE for the negligence of the VILLAGE or its officers, agents or employees; and further. nothing herein shall be construed to require the COUNTY to indemnify or make payments in connection with any claim for which the VILLAGE otherwise would not be liable.
- 7. This **AGREEMENT** shall become effective as of December 1, 2022 and shall continue through November 30, 2023 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
- 8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Mayor, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, Illinois 60130.
- 9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

- 10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
- 11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
- 12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
- 13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
- 14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
- 15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
- 16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
- 17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
- 18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this AGREEMENT to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this AGREEMENT.

# VILLAGE OF FOREST PARK a municipal corporation

Mayor

ATTEST:	
Ву:	
Village Clerk	
Dated:	
	COUNTY OF COOK, a body corporate and politic
	Ву:
Dated	Director, Cook County Department of Public Health

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
Tuesday, October 11, 2022

#### **Issue Statement**

Request for Village Council Action: Policy Direction Regarding Village Logo Options for North Water Tower

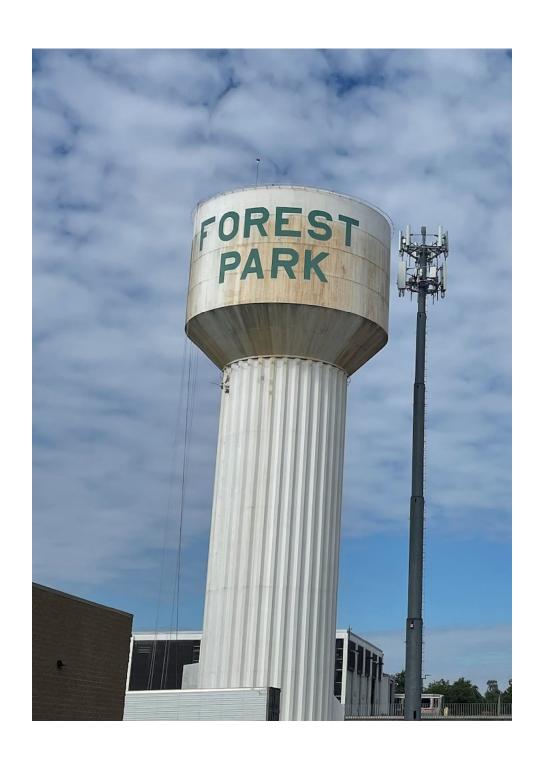
#### Background

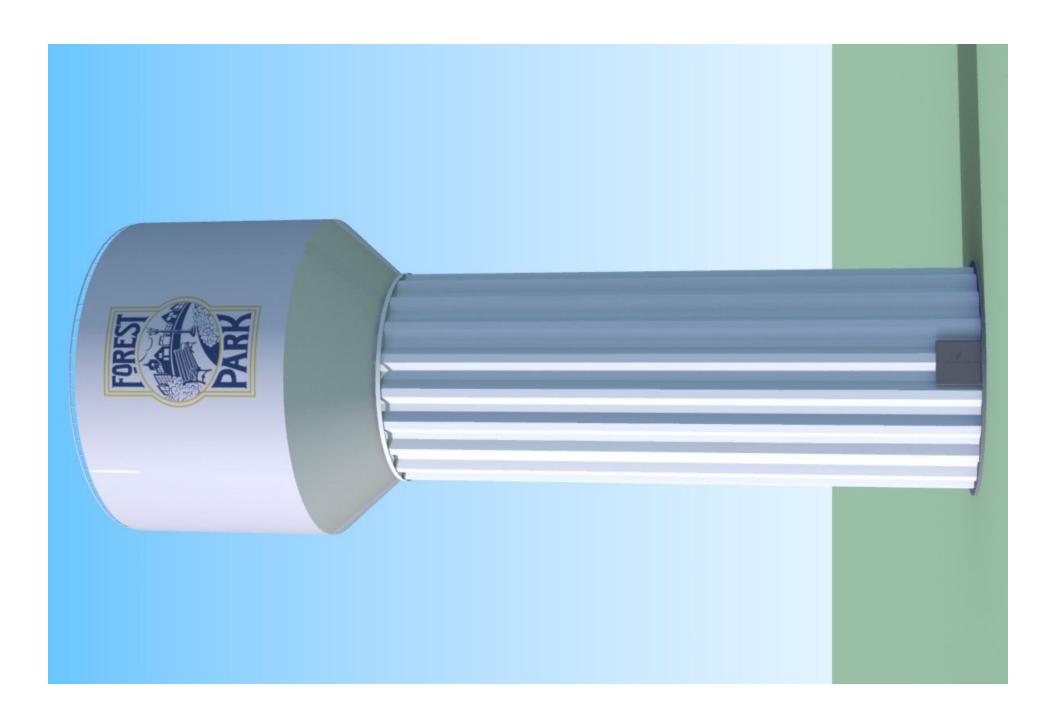
The Village's north water tower is currently being repainted. Following the completion of same, the Village Council has already authorized the painting of the Village's logo on said tower. One (1) logo will be painted on the tower; the logo will face south.

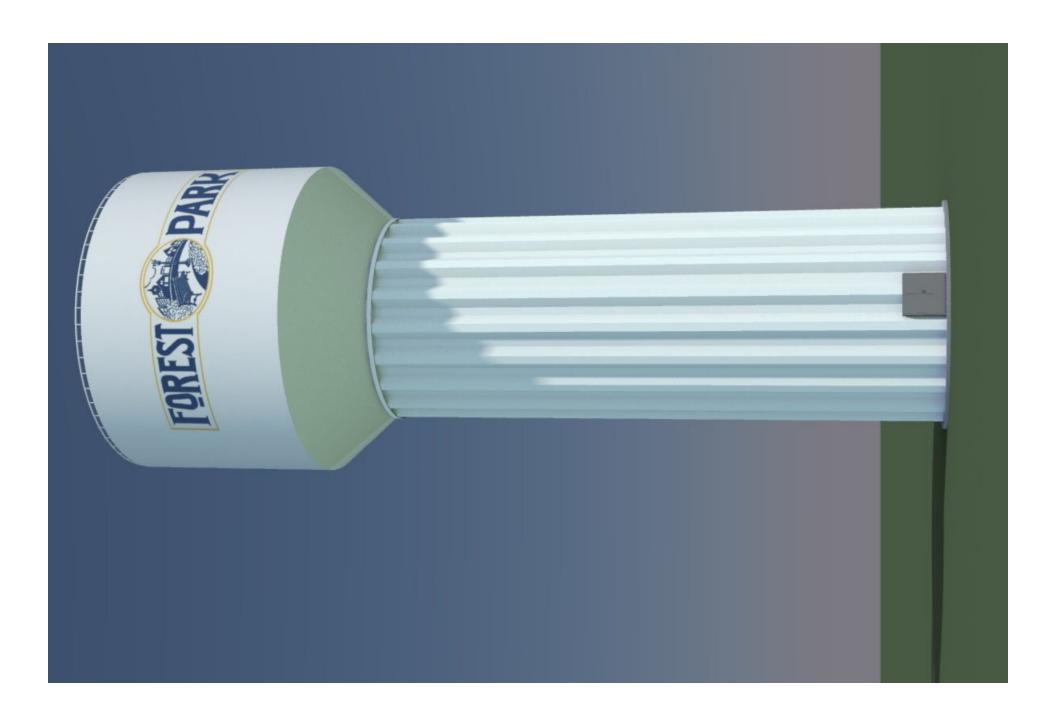
Two logo options are being presented to the Council for their consideration: one horizontal logo and one vertical logo. Since the north tower's tank is shaped differently than the tank on the Village's south tower, staff would like the Council to opine on what style of logo shall be used for the north tower. The Village's south tower, which was repainted in 2021, utilized the horizontal style logo; a photo of same is attached to this memo.

#### Attachments

- 1. Current photo of north water tower;
- 2. Rendering of north water tower with vertical logo;
- 3. Rendering of north water tower with horizontal logo;
- 4. Current photo of repainted south water tower with horizontal logo.











Forest Park Village Council Forest Park Illinois

September 29, 2022

#### Good day;

The Forest Park Arts Alliance is grateful to the Village of Forest Park for the cooperation we have received in 2022 and previous years to allow and assist in our events.

We are again requesting cooperation with the events we have scheduled on our calendar. We are of the understanding that none of these dates conflict with annual Village events, like Groovin' in the Grove. We are staying with Tuesday nights with Thursday raindates if needed. for Stoop Sessions, the same as this year. It seems that by planning for rain, we didn't need them.

We sincerely thank the Village and especially the Public Works crew for lending the small street barriers. They are really helpful in maintaining safety, but we will be adding one or two of our members to keep the audience within the barriers and lawn area.

Here are our dates and (rain dates):

June 13 (15)

27 (29)

July 11 (12)

25 (27)

August 8 (10)

Once we get the performers lined up, I will forward the list to you with artists, dates and places and hope you will include them in the Village Newsletters.

The Garage Galleries will be as usual on the fourth Saturday of August, the 26th.

Thanks so much

Lin Befibak



(787)328-3280

### Artistic Service Contract

I, Honorable Rory E. Hoskins of legal age and resident of Forest Park, IL., who appears as a legal representative of The Village of Forest Park, IL. Known henceforth as the Contracting party
I Joel A. Ortiz, of legal age and resident of Forest Park IL. Who appears as a representative of JA Production & Advertising , known henceforth as THE CONTRACTOR
PROVISIONS
FIRST: The Contractor Will provide the following artistic service:  Sound engineering, DJ Buddha and Dance lesson by Annia MK from Extreme Latin Dance for the Forest Park Hispanic Heritage Celebration. (Out door public event)
SECOND: The CONTRACTOR Will provide a professional grade sound system for the aforementioned event.
THIRD: That the aforementioned service lend on October 8,2022 Sound and DJ from 3:00pm. To 6:00pm Dance Lessons 4:00pm to 5:00pm at Construction Ct. Madison St. Forest Park IL
FOURTH: That the Contractor is not responsible for delays due to power failure, weather conditions, or any other force of nature that prevents timely submission.
FIFTH: The contracting party agrees to pay the sum of six hundred dollars (\$600.00) for the aforementioned services to the order of J A PRODUCTIONS & Advertising
SIXTH: That the Contracting Party and/or the Contractor may terminate this contract with at least five business day in advance by mutual agreement. If and in the event of failure to provide such event mention above the Contracting Party will be required to comply with the total agreed amount.
SEVENTH: IF THE CONTRACTING PARTY FAILS TO PAY THE AGREED AMOUNT, THE CONTRACTOR WILL START AN ACTION TO RECOVER THE FOREGOING SET OR ANY SUCH SUM. THE CONTRACTING PARTY SHALL BE RESPONSIBLE FOR ATTORNEY FEES, EXPENSES INCURRED IN COURT AND RECOVERY OF THE AMOUNT AGREED
EIGHTH: That both parties are in full agreement with the terms and conditions of this contract and for the record signing today October 5, 2022, in Forest Park IL
Contracting party Contractor
Address 708-676-2169
Tel Number TEL. Number

Address

Tel Number



(787)328-3280

### Artistic Service Contract

I, Honorable Rory E. Hoskins of legal age and resident of Forest Park, IL., who appears as a legal representative of The Village of Forest Park, IL. Known henceforth as the Contracting party
I Joel A. Ortiz, of legal age and resident of Forest Park IL. Who appears as a representative of Grupo BACHATEAME, known henceforth as THE CONTRACTOR
PROVISIONS
FIRST: The Contractor Will provide the following artistic service:  A live musical performance with GRUPO BACHATEAME for a public event, Hispanic Heritage Celebration.
SECOND: The contracting party Will provide a professional grade sound system for the aforementioned event
THIRD: That the aforementioned service lend on October 8,2022 from 5:00pm to 6:00pm @ Construction Ct. Madison St. Forest Park IL
FOURTH: That the Contractor is not responsible for delays due to power failure, weather conditions, area not being free at least and hour before the agreed start time or any other force of nature that prevents timely submission.
FIFTH: The contracting party agrees to pay the sum of eight hundred dollars (\$800.00) for the aforementioned services to the order of J A PRODUCTIONS & Advertising
SIXTH: That the Contracting Party and/or the Contractor may terminate this contract with at least five business day in advance by mutual agreement. If and in the event of failure to provide such event mention above the Contracting Party will be required to comply with the total agreed amount
SEVENTH: IF THE CONTRACTING PARTY FAILS TO PAY THE AGREED AMOUNT, THE CONTRACTOR WILL START AN ACTION TO RECOVER THE FOREGOING SET OR ANY SUCH SUM. THE CONTRACTING PARTY SHALL BE RESPONSIBLE FOR ATTORNEY FEES, EXPENSES INCURRED IN COURT AND RECOVERY OF THE AMOUNT AGREED
EIGHTH: That both parties are in full agreement with the terms and conditions of this contract and for the record signing today October 5, 2022, in Forest Park IL
Contracting party Contractor

708-676-2169

773-612-5354

TEL. Number

Contract #	22226
Order Date:	Sept 30, 2022
Date & Time:	Sat Oct 8, 2022 3-5pm
Event Type: <u>Sp</u> # and age of gu	anish Heritage month event ests:

Village of Forest Park
Rachell Entler Ray Hoskus



# and age of guests:	ENTERTAINMENT	
Client info: Company: Village of Forest Park Name: Solskin Gomez-Krogh Address: 517 Des Plaines Avenue City, State, Zip: Forest Park, IL 60130 Phone:	Location info: Name:Constitution Court Address: 7422 Madison City, state, Zip: Forest P Phone:	Street ark, IL
Cell phone: 708-267-5489	Party Package:	
Fax:s.gomezkrogh@gmail.com	Super Balloon Fun	
	V 65	· · · · · · · · · · · · · · · · · · ·
Additional Notes: The Super Balloon Fun package in only suitable for kids over the age of 3). I will arrium overtime rate is \$65 per half hour.	ve approx. 15 min before st — , Total Amount Due:	<u>\$300.00</u>
Booking Fee and signed contract due: 10-02-22	Non-refundable Booking I	
	Balance Due at arrival:	\$300.00
<ul> <li>No services will be performed without a signed contract and a non-relation, high winds, power failures or other acts of god shall not affect done so 14 days in advance of event as long as mutually agreed upon deposit. If event is cancelled with less than 7 days notice, the balant contract will be performed. For pool parties, client is responsible for defends Lori Wheeles and/or All About Fun Entertainment from and attorney's fees, in connection with personal injury and/or damage to client, at client's expense, must secure all required permits for the collient will need to provide shelter in the event of rain.</li> <li>Client will need to provide shelter in the event of rain.</li> <li>Client to provide legal parking and unloading areas for performers at Entertainment for any parking fees incurred.</li> <li>Entertainment will arrive approximately 15-30 minutes prior to start added.</li> <li>This Agreement constitutes the entire agreement between the parties either party unless it is in writing and signed by both parties.</li> <li>Please make payment via Venmo to @allaboutfun. (Lor make check payable to: All About Fun Entertainment, 3</li> </ul>	the balance due. Change of date will not on in writing. Cancellation of this event will not remaining will also be due. ety of all guests, and for the condition of the providing lifeguards. Client indemnifies, lagainst all loss, claims, damages, and experpently arising out of this contract. use of the location.  Indidelivery vehicles. Client agrees to reim time. If set up is required earlier, overtimes. No amendment to this Agreement shall wheeles) or Zelle to: lori@allabor.	Il result in loss of the location where this holds harmless and enses, including the burse All About Funde charges will be binding upon the buttun, biz or
Thank you for choosing All About Fun Entertainment. returning signed contract.	Please provide a map or written	directions when
is highle		00-30-22

All About Fun Entertainment 3930 N. Pine Grove #1816, Chicago, IL 60613 773-472-2120 lori@allaboutfun.biz

Date

All About Fun Entertainment

Date



## APPLICATION FOR USE OF PUBLIC WAY IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

(Date) **INFORMATION:** City, State, Zip Code: FURE Name of Owner: LINDA CIBULA Person to Contact: LINDA CIBULT Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):\_\_\_ PLACQUENTS OS HALLOWEEN DECOR Schedule (Give dates and times, including set up and tear down): SEPT 30 - NOV-7 Proposed location (Include sketch of layout with measurements): FROUT OF BUILDING General description of use as well as any special requests: DECORATIONS

Use of the Public Way Application	Page 2
Anticipated needs of Village personnel, equipment and/or prop	
, i	n ( × =
INSURANCE:	
No later than ten (10) days prior to the event, the Applicant she evidencing commercial general liability insurance with minime combined single limit per occurrence and Two Million Doll otherwise reasonably satisfactory to the Village. The insurance Village, as additional insured as outlined below. Such insurance	num limits of One Million Dollars (\$1,000,000.00) lars (\$2,000.000.00) general aggregate limits and be policy shall be expressly endorsed to include the
Such certificate shall include the following language: "The Vi officers, officials, boards, commissions, employees, attorneys, insured with respect to any and all claims which arise out of, o (entity name) while present in the Village of Forest Park."	, agents and representatives are made additional
The Applicant shall also attach proof that the appropriate work insurance have been provided for the employees of the request	
Certificate	e attached
	(initials)
INDEMNITY AGREEMENT:	
The Applicant shall sign a Non-Exclusive Permit and Indemnit holding the Village harmless of any claim that may arise from way, or equipment in conjunction with the permitted use.	
SURETY BOND REQUIRED	
In addition to the foregoing requirements, the applicant shall, a village clerk a surety bond in the amount of ten thousand dolla any damage which may result to such public way, public park of the same pursuant to a permit to be issued herein. Any part of the same pursuant to a permit to be issued herein. Any part of the same pursuant to a permit to be issued herein. Any part of the same pursuant to a permit to be issued herein. Any part of the same pursuant to the applicant within ten (10) days after the expiration.	or public building by reason of the applicant's use of said deposit not needed or used to repair, the applicant at the end of the permit period shall
MISCELLANEOUS:	
Specify any other circumstances, conditions, or anticipated nee	ada not account in this application:

The entity or representative shall sign this application and upon favorable consideration of this application, the Village shall issue a permit for the requested activity subject to the aforesaid conditions and any others as may be reasonably required.

#### **CASH DEPOSIT:**

In lieu of the Surety Bond requirement, the applicant, prior to the issuance of any permit hereunder shall deposit with the village a cash deposit in the sum of ten thousand dollars (\$10,000.00) to ensure that no damage will be done to the adjoining streets, sewers, trees or adjoining properties and that all residual debris, trash and materials will be removed following the use. Such deposit shall be returned to the applicant upon the certification by the Director of Public Works or Public Health and Safety that all conditions of the permit have been complied with and that no damages occurred as a result of the use of the public way by the applicant.

#### **FEES AND REMUNERATION:**

The fee for processing and issuing the permit for the use of the public way shall be fifty dollars (\$50.00). In addition, the cost for the use of police, public safety, public works or other village personnel, the use of village equipment and public property shall be as outlined in section 7-2 of the municipal code.

I have read, understand and agree to abide by the terms and conditions of Title7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.

Signature	
LINDA CIBU.	LA
Print Name	1
OWNER	9/30
Title	Date
APPROVED:	
APPROVED:	
Village Clerk	Date

			•	
		ä		

# 2022 SEP 30 AM Sep Exclusive Permit and Indemnity Agreement

VILLAGI	OF FOREST	PARK						2	()
This No	n-Exclusive F	PARK Permit and Ind	emnity A	greement is	mag	le and entere	d into	on this	
day of	SEPT	, 202	by ar	nd between	the	Village of	Forest	Park, Illinoi	is, an
Illinois	municipal	corporation	(herein	referred	to	sometimes	as	"Village")	and
hIND,	A CIBU	, (herein	referred	to as "Appl	ican	t").			

Applicant desires to enter onto and utilize a certain portion of the Village public property, right of way, and/or equipment (hereinafter referred to as "Village Property"), for the limited purpose of partons ("Purpose"), and the Village is willing to grant Applicant a non-exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant 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.

Village hereby grants Applicant and its invitees, employees, volunteers, representatives and agents (collectively, the "Users"), a temporary, non-exclusive permit to enter on the Village Property for the limited purpose of utilizing the Village Property for said Purpose, subject to the following terms and conditions:

- (1) TERM. The term of this Permit shall be day(s), beginning SEPT 3,0 20 21, at / a.m. p.m. and ending 540 3 , 20 23 at 7 a.m. b.m. (the "Permit Term").
- (2) RESTRICTION ON USE. Applicant and Users shall solely use the Village Property for the limited purpose of said Purpose. The Applicant shall not alter the Village Property in any fashion without the written consent of the Village. The Applicant's use of the Village Property shall not be exclusive and shall not interfere with the Village's use of or access to the Village Property.

Applicant shall not carry on, upon the Village Property, 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. Applicant shall not use, or permit to be used, said Village Property, 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. Applicant and Users shall comply with the requirements of the Village of Forest Park Police and Fire Departments in conducting said Purpose and shall confer with said departments to ensure safety and compliance with all Village Ordinances.

(3) CONDITION; MAINTENANCE; REPAIR. Applicant accepts the Village Property in its current condition and Village makes no representations concerning the condition of the Village Property. Village has no duty or obligation to maintain or repair the Village Property during the Permit Term. Further, Village shall not be liable to Applicant or Users for any damage or injury to any of them or their property occasioned by the failure of the Village to keep the Village Property maintained and in repair. Except as approved by the Village, Applicant and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited to the Village Property any articles of permanent or semi-permanent character.

- (4) ASSUMPTION OF RISK. Applicant and Users shall use the Village Property at their own risk and Village shall not be liable for any damage to person or property resulting, directly or indirectly, from Applicant's and Users' use of the Village Property.
- (5) INSURANCE AND INDEMNIFICATION. Applicant shall indemnify and save harmless Village 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 Applicant or the Users of the Village Property for said Purpose or work, or any invitees thereof, under this Permit, or any acts or omissions of Applicant or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Village Property or the rights herein granted, or the performance or non-performance of Applicant's obligations hereunder.

Applicant 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 said Use or Work is occurring. Applicant 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 Use, Purpose or Work on the Village Property.

While conducting said Purpose or Work, Applicant and Users will adhere to the rules and regulations conveyed to Applicant by the Village. In the event that the actions of Applicant and/or Users results in injuries to person or property and a claim is made against the Village, its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns, Applicant will hold harmless, defend and indemnify the Village 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 Users.

No later than one (1) days prior to the Users conducting said Purpose or work, the Applicant shall furnish to the Village, 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 Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured, as outlined in the Application for Use of Public Way. Such insurance shall be maintained during the Permit Term.

(6) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Applicant shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Village Property, or any part thereof.

- (7) ZONING. Nothing contained herein shall be construed as the Village's approval or granting of any zoning or permit requirements, application or petition.
- (8) REVOCATION. This Permit and any rights granted herein may be revoked by the Village 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 Permit, 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.

#### **VILLAGE**

Village	age of Forest Park, an Illinois municipal corporation	on
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Ву:	Rory E. Hoskins, Mayor	
Attest:	st: Vanessa Moritz, Village Clerk	
A DDI	LICANT	
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Name:	e: hyph (196	
Don		

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#### Village of Forest Park 517 Des Plaines Avenue Forest Park, IL 60130 Fax: 708-488-0361

www.forestpark.net

Office Use Only	
Date:	
Initial:	
Village Council Approval Date:	

### **Entertainment License Application**

Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application:			
Name of Liquor License Establishment	:		
Class of Forest Park Liquor License:			
Name of Applicant(s):			
Business Address:			
Telephone Number(s):			
E-mail Address(es):			
Square Footage of Licensed Premises:			
Please describe in detail the type of enterpression. You are welcome to at in efforts to provide the Local Liquor understanding of what type(s) of enterpression.	tach/use additional do Commissioner and V	cumentation to this illage Council a bett	application er
Location (check one): Indoors	Outdoor Patio (Beer Garden)		
<b>Entertainment Type (check):</b> DJ	Amplified Band	Accestic Band	Theatrical
Karaoke Comedy Show	Exhibition	Other:	
Date(s):			
Time:			
Location (circle one): Indoors	Outdoor Patio (Beer Garden)		
Entertainment Type (circle): DJ	Amplified Band	Acoustic Band	Theatrical
Karaoke Comedy Show	Exhibition	Other:	
Date(s):			
Time:			

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

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Signature: <u>~</u>	Y		
<i>-</i>			
Date:			

### FOREST PARK LIQUOR CODE As of 08/08/2022

#### 3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- D. Issued entertainment licenses shall be valid for a period of one (1) calendar month.
- E. Entertainment licenses shall not be valid upon premises' permitted sidewalk café area.
- 3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.
- 3-3-5-M-2: Amplified and acoustic live entertainment shall be permitted on the patio area (beer gardens but no sidewalk cafes) of the licensed premises (no more than one (1) time per calendar month for amplified live entertainment) subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.
- 3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park 517 Des Plaines Avenue Forest Park, IL 60130 Fax: 708-488-0361

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Office Use Only	
Date:	
Initial:	
Village Council Approval Date:	

### **Entertainment License Application**

Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application:			
Name of Liquor License Establishment	:		
Class of Forest Park Liquor License:			
Name of Applicant(s):			
Business Address:			
Telephone Number(s):			
E-mail Address(es):			
Square Footage of Licensed Premises: _			
Please describe in detail the type of enthe premises. You are welcome to at in efforts to provide the Local Liquor understanding of what type(s) of enter	tach/use additional do Commissioner and V	cumentation to this a illage Council a bette	pplication r
Location (check one): Indexes	Outdoor Patio (Beer Garden)		
Entertainment Type (check): DJ	Amplified Band	Acoustic Band	Theatrical
Karaoke Comedy Show	Exhibition	Other:	
Date(s):			
Time:			
Location (circle one): Indoors	Outdoor Patio (Beer Garden)		
Entertainment Type (circle): DJ	Amplified Band	Acoustic Band	Theatrical
Karaoke Comedy Show	Exhibition	Other:	
Date(s):			
Time:			

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature:			
С —			
Date:			

## FOREST PARK LIQUOR CODE As of 08/08/2022

#### 3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- D. Issued entertainment licenses shall be valid for a period of one (1) calendar month.
- E. Entertainment licenses shall not be valid upon premises' permitted sidewalk café area.
- 3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.
- 3-3-5-M-2: Amplified and acoustic live entertainment shall be permitted on the patio area (beer gardens but no sidewalk cafes) of the licensed premises (no more than one (1) time per calendar month for amplified live entertainment) subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.
- 3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park 517 Des Plaines Avenue Forest Park, IL 60130 Fax: 708-488-0361 www.forestpark.net

Office Use Onl	r
License #	
Fee (If Applica	able):
Date:	
Cash:	Check:
Charge:	
Initial:	
Village Council	l Approval Date:

**Entertainment License Application** Pursuant to Section 3-3-12 of Forest Park Liquor Code Date of Application: Name of Liquor License Establishment: Class of Forest Park Liquor License: Name of Applicant(s): Business Address: Telephone Number(s): E-mail Address(es): (25) Square Footage of Licensed Premises: Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

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Signature	
Date: 19/28/2022	
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## FOREST PARK LIQUOR CODE As of 10/12/2021

#### 3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- 3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.
- 3-3-5-M-2: No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.
- 3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.