Village of Forest Park, Illinois 517 Des Plaines Avenue Forest Park, Illinois 60130 Phone: 708-366-2323 / Fax: 708-488-0361 Web: www.forestpark.net

Regular Village Council Meeting Agenda Monday, January 23, 2023 – 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 87622754070; Passcode 032947 or by clicking here: <u>https://us02web.zoom.us/j/87622754070?pwd=T0pvRmVkazMxTC9HalZSdStmZ0FBdz09</u>

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 (<u>vmoritz@forestpark.net</u>) prior to 6:30 p.m.

- 1. <u>PLEDGE OF ALLEGIANCE</u>
- 2. <u>ROLL CALL</u>
- 3. <u>APPROVAL OF MINUTES</u>
- a. January 9, 2023 Village Council Meeting
- 4. <u>PUBLIC COMMENT</u>
- 5. COMMUNICATIONS
- 6. DEPARTMENT REPORTS
 - a. Police Department Report November/December, 2022
- 7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated January 23, 2023
- 8. <u>UNFINISHED BUSINESS</u>
- 9. <u>NEW BUSINESS</u>
 - a. Annual NPDES Phase II MS4 Presentation by Village's Consulting Engineers (CBBEL)
 - b. Proclamation: Honoring the 100th Anniversary of the Kiwanis Club of Forest Park
 - c. Ordinance Abating the Tax Heretofore Levied for the Year 2022 to Pay the Principal of and Interest on the Village's \$6.745M General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012, of the Village of Forest Park, Cook County, Illinois
 - d. Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park (TV / ID Machine)
 - e. Resolution Approving Pay Request #1 (Final) for the Village of Forest Park Fire Department Roof Replacement Project from CSR Roofing Co.
 - f. Resolution Approving and Ratifying the Execution of a Postage Equipment Maintenance Agreement with Pitney Bowes, Inc.
 - g. Resolution Rescinding Resolution R-103-22 and Authorizing Approval of a Financial Advisor Letter Agreement By and Between the Village of Forest Park and Ice Miller
 - h. Resolution of the Village of Forest Park in Support of Tax Increment Financing
 - i. Approval: Forest Park Public Library Use of Grove Request 5/20/2023 Kids Science Program
 - j. Approval: Forest Park Public Library Banner Request Black History Month
 - k. Approval: Forest Park Chamber of Commerce Banner Request St. Patrick's Day Parade & Wine Walk Events
 - 1. Approval: Request by O'Sullivan's Public House for Use of Public Way During St. Patrick's Day Parade
- 10. ADMINISTRATOR'S REPORT
- 11. COMMISSIONER REPORTS
- 12. ADJOURNMENT

THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS <u>HELD ON MONDAY EVENING, JANUARY 9, 2023</u>

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 Byrnes and seconded by Commissioner Maxham that the minutes from the December 19, 2022, Tax Levy Public Hearing 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 December 19, 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 HoskinsNAYES:NoneABSENT:NoneThe motion carried unanimously.

PUBLIC COMMENT

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Fire Department submitted its December, 2022 report

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 \$596,113.06.

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 Nero and seconded by Commissioner Voogd that the Ordinance amending section 6-5-10, of Chapter 5 of Title 6 of the municipal code of the municipal code of the Village of Forest Park regarding permit parking in lot 6, be adopted.

ROLL CALL:

AYES:Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor HoskinsNAYES:NoneABSENT:None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Ordinance amending section 3-3-6, entitled "License Fee and Number" of Chapter 3, entitled "Liquor Control" of Title 3, entitled "Business and License Regulations" of the Village Code of the Village of Forest Park, Cook County, Illinois be adopted. O-02-23 ORDINANCE AMENDING NUMBER AND TYPE OF LIQUOR LICENSES APPROVED

ORDINANCE AMENDING

HOURS OF PERMIT

PARKING IN LOT 6

O-01-23

APPROVED

R-01-23 RESOLUTION FOR THE PAYMENT OF BILLS IN THE AMOUNT OF \$596,113.06 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 Byrnes and seconded by Commissioner Maxham that the Resolution approving a successor collective bargaining agreement between the Village of Forest Park and the Forest Park Firefighters Association Local 2753, International Association of Firefighters AFL-CIO, CLC be adopted. Administrator Amidei added that this contract will be a big change for the department as the village will be hiring a total of 6 new firefighter/paramedics to staff the ambulance and the village will no longer have contract paramedics.

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 direct the Forest Park Board of Fire and Police Commissioners to appoint three candidates from its current Probationary Firefighter/Paramedic Eligibility list to fill newly created positions.

ROLL CALL:

AYES:Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor HoskinsNAYES:NoneABSENT:NoneThe motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham to appoint the following individuals to the respective commissions:

- Burhan Syed Safety and Traffic Commission
- Andrew DePriest Safety and Traffic Commission
- William Ho Environmental Control Commission
- Sarah Moloney Planning and Zoning Commission

R-02-23 RESOLUTION APPROVING SUCCESSOR 4-YEAR AGREEMENT WITH FIREFIGHTER'S UNION APPROVED

BOARD OF FIRE AND POLICE COMMISSIONERS DIRECTED TO HIRE THREE NEW FIREFIGHTERS TO FILL NEWLY CREATED POSITIONS APPROVED BY MOTION

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS 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 Voogd and seconded by Commissioner Nero to approve the request from the Harlem German Chorus to hold a German Fest in the Picnic Grove on June 23, 2023 and June 24, 2023. HARLEM MANNER-UND DAMENCHOR REQUEST TO HOLD GERMAN FEST APPROVED BY MOTION

ROLL CALL:AYES:Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor HoskinsNAYES:NoneABSENT:NoneThe motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei reported that he is meeting with Commissioner Nero and Director Stella to outline 2023 infrastructure improvement plans, including the Wilcox water main replacement. The administrator added that IDOT is planning to resurface both Desplaines Avenue and Roosevelt Road this spring.

COMMISSIONER'S REPORTS:

Commissioner Maxham reported that she has been discussing the need for mental health services with the Community Center, the Department of Health and Safety as well as the mayor's office. The Proviso Board of Health has many services that residents can use to their advantage. Staff is working on improving our relationship with PDH and providing a comprehensive list of available services, which will be distributed and published on the village's website. In addition, a Mental Health Resources Fair is being planned for the Spring. More information will follow soon.

Commissioner Nero wished everyone a Happy New Year and promised to talk more about the projects that the village will be working on at the next meeting. The commissioner mentioned that we got a lot done in 2022 and expressed his gratitude to staff for a job well done. In addition, there have been many equipment purchases, allowing staff to be more productive and efficient in their work. Last, the commissioner reminded residents that there are still available spots in the upcoming Citizen's Police Academy, which starts this Thursday.

Commissioner Voogd reported that a second random outreach was sent out today, seeking input on a possible single-use plastic ordinance. Survey responses are requested by February 10th. The commissioner will report back after the survey deadline as to the results.

Mayor Hoskins read a letter addressed to thank those police officers who recently helped a person who was accidentally locked out of her car in the bitter cold. There was a carjacking at Dunkin Donuts on the north side of town on Christmas. The mayor noted that once the north water tower painting is completed, more cameras will be added to the area. Mayor Hoskins further reported that not only did we swear in 5 police officers in December, we promoted Dan Pater to Police Lieutenant and Joe Schick to Police Sergeant and congratulated all who were hired and promoted. The mayor stated that he signed up for the Citizen's Police Academy as well. Last, the mayor reported that he received communication from the village's attorney announcing that the Circuit Court ruled in the village's favor on the original liquor license revocation of Forest Park Tap Room, agreeing that the penalty fit the violation of the liquor code. Today was the last day that the Tap Room could appeal and there was no appeal filed.

ADJOURNMENT

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 7:34 P.M.

Respectfully submitted,

Vanessa Moritz Village Clerk

















THE REAL SV

Forest Park Po Forest Park Police Department





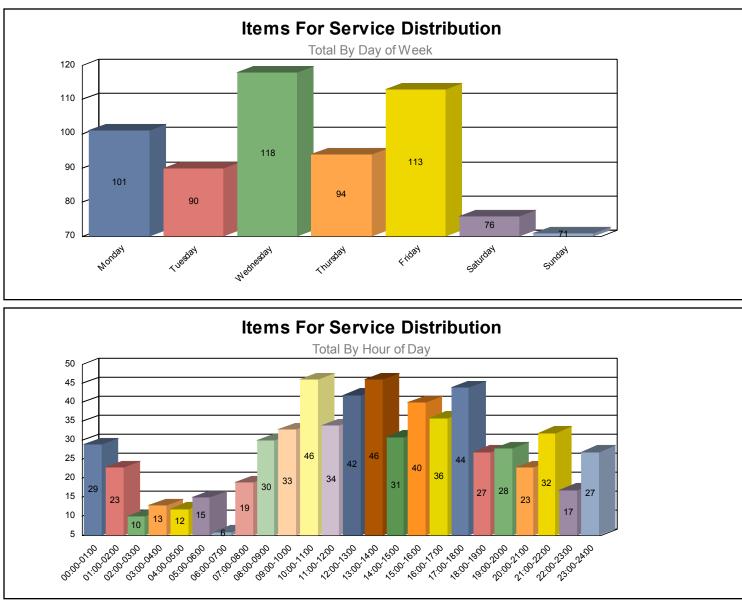
Forest Park Police Department

CAD Call Statistics

Time Period 11/01/2022 - 12/31/2022

Total Items For Service

663



UCR STATS 2022

Misdemeanor Arrests 32 32 32 46 20 37 54 34 27 37 36 38 44 43 Warrant Arrests 10 8 5 16 7 14 14 8 8 11 9 7 11 DUI Arrests 4 2 1 0 2 0 0 0 1 0 0 1 11 10 0 1 11 10 0 1 11 10 0 1 10 0 1 1 10 0 1 1 10 0 1 1 10 0 1 1 10 0 1 1 10 10 1 10 0 1 1 10 1 10 1 1 10 1 11 14 14 12 11 10 10 11 10 10 11 11 12 13 13 10 0 0 0 0 0 11 11						101								
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	Methamphetamine					0		0	0	0	0	0	0	0
														23



November / December 2022

Following are some activities related to the Forest Park Police Department that took place in November and December 2022:

- 11-05-22 Hillside Veteran's Day Parade Aux. Fluker and Aux. Curtis
- 11-05-22 Forest Park Wine Walk Auxiliary Ofc. Knack
- 11-08-22 Senator T. Duckworth visited the Forest Park Community Center Chief Gross and D.C. Chin



• 11-11-22 – Veteran's Day ceremony held at Thomas and Adams – Forest Park PD Honor Guard Members attended – Sgt. Stasinopoulos, Sgt. Reilly and Ofc. Reilly



- 11-12-22 Chief Gross and D.C. Chin sworn in as Chief and D.C. one year ago
- 11-14-22 The Forest Park Neighborhood Watch provided lunch and snacks to the police department's midnight, day, and afternoon shifts. Members of the Forest Park Neighborhood Watch attended all three roll calls to thank officers for the work that they do



This is our humble way of saying thank you for always going the extra mile and all you do to serve and protect us.

Your Neighborhood Watch Members

- The above sign was later framed by the Forest Park Neighborhood Watch and presented to Chief Gross. It is proudly hanging in the police department's main hallway.
- 11-15-22 Lt. Pete Morrissette started his career with the FPPD on 09-03-1996 and retired today
- 11-27-22 One-year anniversary of Ofc. Nick Kozak's death

- 12-02-22 Madison Street Holiday Walk Auxiliary unit assisted
- 12-06-22 Ofc. Jose Flores Memorial Mass at St. Bernadine's Church One-year anniversary of Ofc. Jose Flores' death
- 12-14-22 Swearing in of probationary police officers: Connor Solms, Harrison Vogt, and Steven Herigodt



• Officer J. Aftanas Police Academy Graduation - 550 Shriners Drive, Addison, IL



- 12-19-22 Letter from the National Law Enforcement Officers Memorial (NLEOM) received advising that Ofc. N. Kozak's name will be included on the NLEOM in Washington D.C.
- 12-28-22 Probationary Police Officer Michael Campbell Sworn In



• 12-30-22 - LaShan Riggins last working day

2022 Calls for Service

According to the OpsCad Command Center, the database that the West Suburban Consolidated Dispatch Center uses to log calls. Calls consist of all activity reported to the dispatch center including self-initiated activity and incidents where an officer is called to a scene.

There were a total of 17,396 calls reported in 2022, down slightly from 17,701 in 2021. This is the fewest number of calls reported in the five-year period from 2018 to 2022. The Forest Park PD, in this five-year span, has averaged 18,609 calls per year with the highest number of calls being reported in 2019 when the department lists 20,531.



2022 Manpower

When fully staffed the Forest Park PD has a total of 38 full time sworn officers, which includes the command staff. The department began 2022 with a total of 31 officers.

Throughout the year, the department saw the retirement of three veteran officers and one officer resigned to pursue an opportunity with a federal law enforcement agency.

In 2022, seven probationary police officers were sworn in. Two of the seven have graduated the police academy and were in field training as 2022 ended. One probationary police officer is in a police academy and is expected to graduate in 2023 and enter the department's field training program. The remaining four new hires will begin the police academy in January 2023. Their expected graduation date is in April 2023.

The Forest Park Police Department ended the year with a total of 34 full time sworn officers with seven still in or entering their training phases and all seven will likely complete their training in 2023.

The Forest Park Fire and Police Commission will test for the position of probationary police officer in early 2023 with the hopes of swearing in four recruits and preparing them for a May 2023 police academy class.

As of December 31, 2022, six officers have been with the Forest Park Police Department twenty or more years, ten have been with the department from ten through nineteen years, and eighteen have been employed by the FPPD for less than ten years.



Forest Park Police Department Fleet January 10, 2023

		Patrol		
Squad	VIN Number	Make	Year	Mileage
619	1GNEC03019R264062	Chevrolet Tahoe	2009	144,327
610	1GNMCAE01AR225006	Chevrolet Tahoe	2010	175,822
211	2FABP7BV0BX113298	CVPI	2011	103,834
221*	2FABP7BV1BX148190	CVPI	2011	93,845
671	1GNSKBE05BR365268	Maroon Tahoe	2011	153,887
624	1FM5K8AR7EGA28495	Police Interceptor	2014	120,256
615	1FM5K8AR1FGC26720	Ford Explorer	2015	114,891
625	1FM5K8AR1FGC26719	Ford Explorer	2015	90,102
675	1FM5K8AR3FGC26721	Ford Explorer	2015	149,196
617	1GNSKDEC4HR363185	Chevrolet Tahoe	2017	80,206
618	1FM5K8AR0JGC94760	Ford Explorer	2018	59,814
629	1GNSKDEC1KR371204	Tahoe	2019	47,945
620	1GNSKDECXLR268509	Tahoe / Slick Top	2020	55,706
602	1GNSKLED8NR271690	Chevy Tahoe	2022	1,630
612	1GNSKLED8NR271549	Chevy Tahoe	2022	1,223
		Average Milag	e - Patrol	92,846

Median Milage - Patrol 93,845

Criminal Investigations Division (CID)

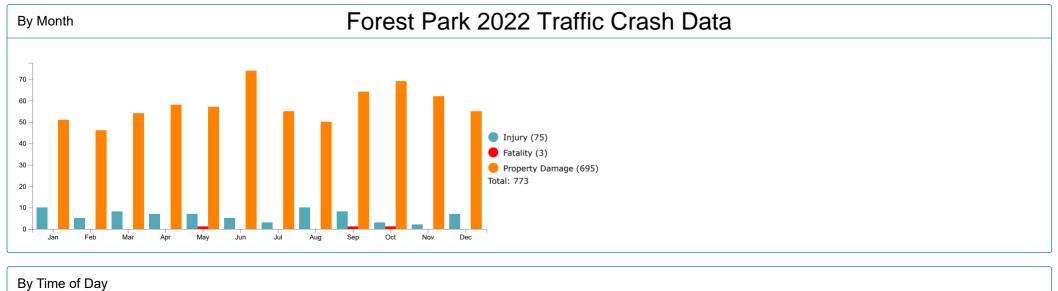
Squad	VIN Number	Make	Year	Mileage
502	1N6AA06B34N544363	Nissan Titan	2002	90,037
544	1FTRW08L62KD55475	Ford F-150	2002	105,964
559	2G1WT55K569121431	Chevy Impala. Silver	2006	135,606
507*	2B3KA43H07H877964	Charger	2007	147,653
508	1A8HW58N48F117628	Chrysler Aspen	2008	134,117
DEA	1C4NJPBA0HD167237	Jeep Patriot	2017	70,900
		Average Mila	age - CID	114,046

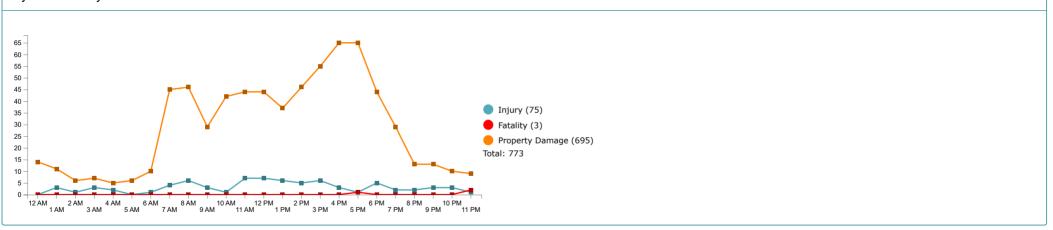
Median Milage - CID 120,041

Forest Park Police Department Fleet January 10, 2023

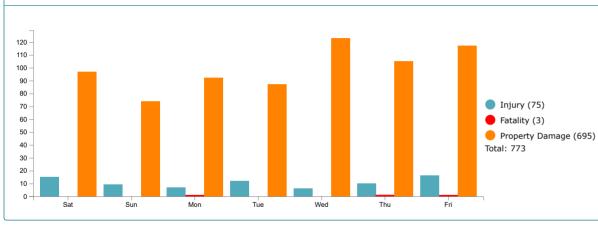
Parking Enforcement					
Squad	VIN Number	Make	Year	Mileage	
510	2CTFLGEY4A6233319	GMC Terrain	2010	109,649	
210	2FABP7BV2AX101295	CVPI	2010	78,490	
201*	2FABP7BV98X113297	CVPI	2011	63,923	
518	1FMCU0FZJUB99502	Ford Escape	2018	20,288	
		Average Milage -	Parking	68,088	
		Median Milage -	Parking	71,207	
	Admin (C	hief/Deputy Chief)			
Squad	VIN Number	Make	Year	Miloago	
Squad 511	1FAHP2DW5BG187437	Ford Taurus. D/C Car	2011	Mileage	
•••				154,041	
519	2G11Y5S32K9158486	Impala/Chief	2019	40,415	
		•	A		
		Average Milage		97,228	
		•		97,228 97,228	
	N	Average Milage			
Squad	N VIN Number	Average Milage Median Milage			
Squad M-1		Average Milage Median Milage lotorcycles	- Admin	97,228	
-	VIN Number	Average Milage Median Milage lotorcycles Make	- Admin Year	97,228 Mileage	
M-1	VIN Number 1HD1FMM147Y700787 1HD1FMM127Y696190	Average Milage Median Milage Iotorcycles Make Harley Davidson	• - Admin Year 2007 2007	97,228 Mileage 30,502	
M-1	VIN Number 1HD1FMM147Y700787 1HD1FMM127Y696190	Average Milage Median Milage Iotorcycles Make Harley Davidson Harley Davidson	Year 2007 2007	97,228 Mileage 30,502 23,689	
M-1	VIN Number 1HD1FMM147Y700787 1HD1FMM127Y696190	Average Milage Median Milage Iotorcycles Make Harley Davidson Harley Davidson Average Milage - Mot Median Milage - Mot	Year 2007 2007	97,228 Mileage 30,502 23,689 27,096	
M-1 M-2	VIN Number 1HD1FMM147Y700787 1HD1FMM127Y696190 Special Re	Average Milage Median Milage Iotorcycles Make Harley Davidson Harley Davidson Average Milage - Mot Median Milage - Mot	Year 2007 2007 corcycles corcycles	97,228 Mileage 30,502 23,689 27,096 27,096	
M-1	VIN Number 1HD1FMM147Y700787 1HD1FMM127Y696190	Average Milage Median Milage Iotorcycles Make Harley Davidson Harley Davidson Average Milage - Mot Median Milage - Mot	Year 2007 2007	97,228 Mileage 30,502 23,689 27,096	

* Vehicle approved to be disposed









jury Total (Percentage)		
	 Injury (75) Fatality (3) Property Damage (695) Total: 773 	
Alcohol Related Crashes	6 Total Crashes	
Injury: 1 Injury: 16.67% Fatality: 0 Fatality: 0.00% Property Damage: 5 Property Damage: 83.33%		
	0.78% % of Alcohol Related Crashes	
Results exclude any crash reports requiring manual indexing	% of Alcohol Related Crashes	

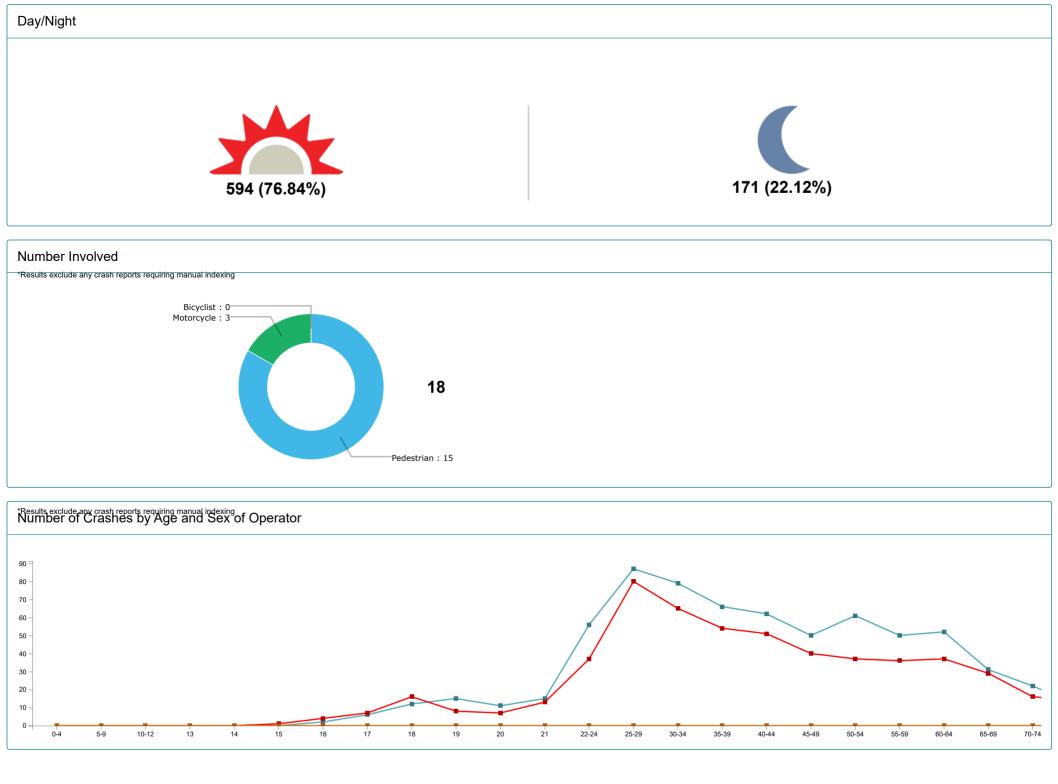
Weather Conditions



Bommercialy Crashes requiring manual indexing

43 **Total Crashes** Injury: 1 Injury: 2.33% Fatality: 2 Fatality: 4.65% Property Damage: 40 Property Damage: 93.02% 5.56% % of Commercial Crashes

*Results exclude any crash reports requiring manual indexing



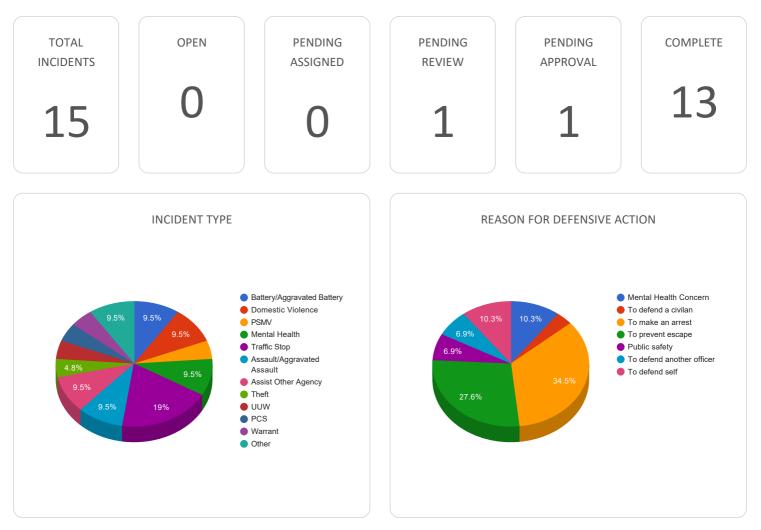
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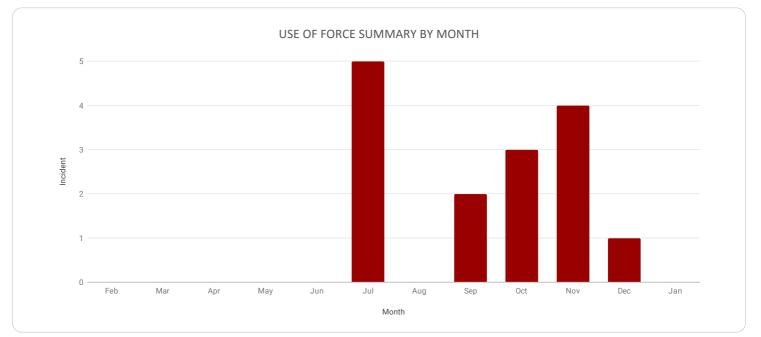




Forest Park Police Department

DASHBOARD - USE OF FORCE - LAST YEAR



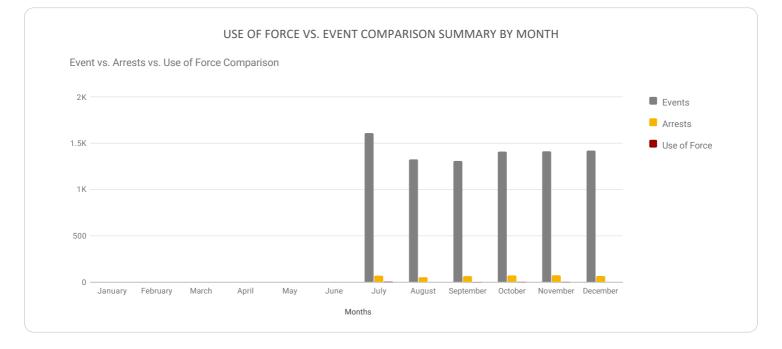






Forest Park Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2022)



2022 Events vs. Use Of Force

Total Events: Use of Force Incidents:	8507 13	0.15%
		(0.17% with 15 UofF)

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	0	0	0.00%
February	0	0	0.00%
March	0	0	0.00%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
July	1613	5	0.31%
August	1329	0	0.00%
September	1312	2	0.15%
October	1413	3	0.21%
November	1416	3	0.21%
December	1424	0	0.00%

2022 Arrests vs. Use Of Force

2022 Arrests vs. L	Jse Of Force		
Total Arrests: Use of Force Inciden	its:		7% h 15 UofF)
MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	0	0	0.00%
February	0	0	0.00%
March	0	0	0.00%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
July	74	5	6.76%
August	57	0	0.00%
September	69	2	2.90%
October	76	3	3.95%
November	78	3	3.85%

(Note - There were 2 UofF events in Dec 2022)

70

December



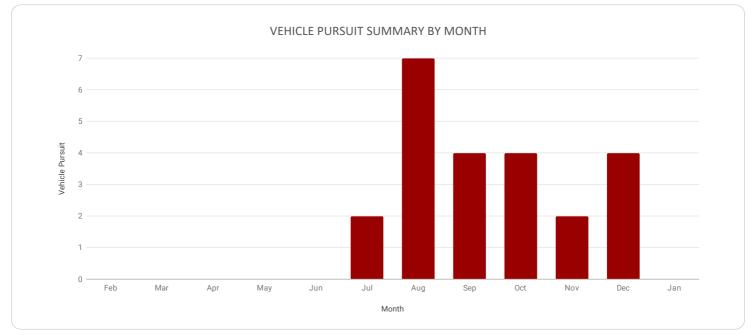
0.00%

0



DASHBOARD - VEHICLE PURSUIT - LAST YEAR









NATIONAL LAW ENFORCEMENT OFFICERS

MEMORIAL

MEMORIAL MUSEUM OFFICER SAFETY & WELLNESS

December 19, 2022

Honorary Chairman Clint Eastwood

Officers

Lori Sharpe Day Chair Andrew N. Matthews Vice Chair Caltlin Clark-Zigmond Secretary Tim Quinn Treasurer

Chief Executive Officer Marcia C. Ferranto

Board Member Organizations

Concerns of Police Survivors Adam R. Rose Foundation DuPont **Federal Law Enforcement** Officers Association Fraternal Order of Police **Fraternal Order of Police** Auxiliary International Association of Chiefs of Police International Brotherhood of Police Officers **Motorola Solutions** Movement Forward National Association of Police Organizations National Black Police Association National Organization of Black Law Enforcement Executives National Sheriffs' Association National Troopers Coalition National Police Foundation **Police Executive Research** Forum **Police Unity Tour**

ReLEntless Defender Apparel United Federation of Police Officers Verizon The Honorable Ken Gross Chief Forest Park, Illinois, P.D. 517 Desplaines Ave Forest Park, IL 60130

Dear Chief Ken Gross:

It is our honor to inform you that the name of **Police Officer NICHOLAS JOSEPH KOZAK (End of Watch: 11/27/2021) of the Forest Park, Illinois, P.D.** has been approved for inclusion to the National Law Enforcement Officers Memorial in Washington, D.C. The name will be formally dedicated on **May 13, 2023 at the 35th Annual Candlelight Vigil** during National Police Week (NPW).

An invitation and additional information will be sent to you via email regarding this event. If contact information was provided for the officer's family, a similar letter has been sent to them.

Traditionally, we invite Honor Guard units from departments who have lost an officer to participate in the various NPW events. To learn more about how your department can be represented at NPW, visit our website at https://nleomf.org/honorguard

Also visit our website at www.nleomf.org for more information about the Candlelight Vigil and NPW. If you have any questions or concerns, please contact our Research Managers, Carolie Heyliger at (202)737-7136 or Vanissa Varnado at (202) 737-7981.

Sincerely,

Marcia Ferranto Chief Executive Officer

Suburban Law Enforcement Academy

SALLEGE OF DUPAER

Graduation

Class BA 23-02 Friday, Dec. 16, 2022 1 p.m.

Medinah Shrine Center 550 Shriners Dr. Addison, IL 60101

College of DuPage

Homeland Security Training Institute



Criminal Investigations Division

November and December 2022



This November and December marks the 1-year anniversary of Ofc. Kozak's and Ofc. Flores' death. May they rest in peace.

The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) was supervised by Lt. Pete Morrissette, who recently retired on 15 Nov 22 after 26 years of dedicated service. Since this time, Sgt. Pater has been assigned to oversee the midnight shift, as well as CID until his promotion in January 2023.

LaShan Riggins, the Forest Park Police Department's Evidence Custodian, was a member of CID and aside from her evidence custodian duties performs administrative duties for the investigators, and assists communications, parking, and records when needed. LaShan retired from the Forest Park Police Department on 30 Dec 22 after 16 years of service. Desk Clerk Janet Ghanayem will be taking over the position of Evidence Custodian in January 2023.

Two detectives are assigned to CID; Det. Sergeant Jarlath Heveran and Det. Joe Schick. Det. George Hickey reports to the Criminal Investigations Division and is assigned to work with a Drug Enforcement Administration (D.E.A.) Task Force. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer assigned to CID.

Evelyn Simmons is a counselor assigned to the department from Amita Health Behavioral Health Clinician Evelyn is outsourced to the Forest Park Police Department four days a week and has office space within the CID building located at 501 Desplaines Ave.

Police incident reports are reviewed by the Investigations Division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an arrest and present a winnable case in criminal court. Some incidents are turned over to Evelyn Simmons should there be a need for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes, are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance. Detective O'Connor was not available to work in CID during this reporting period due to patrol manpower shortages, however still continues to aid in his role while on patrol.

Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed. The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There was one WESTAF callout on 27 Dec 22 in Oak Park, IL for a homicide. Det. Sgt. Heveran responded and assisted with the investigation. The investigation is still ongoing and Det. Sgt. Heveran continues to assist Oak Park PD while still investigating his assigned cases.

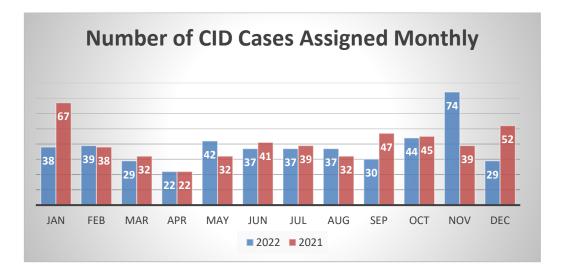
Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Schick and Det. O'Connor are assigned to assist WEDGE, however due to manpower shortages, WEDGE assignments have been designated to patrol Ofc's Awad, Reilly, and Calamus.

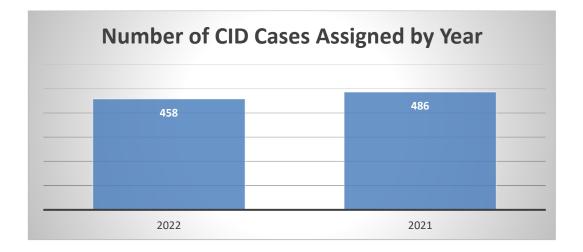
Sgt. Pater is assigned as the Assistant Team Commander for NIPAS (Norther Illinois Police Alarm System) Mobile Field Force, comprised of 127 members from 85 different Police agencies. The NIPAS MFF is a highly trained crowd control team designated to respond to critical incidents involving civil disturbances, union conflicts, public demonstrations, and other events involving large or disorderly crowds. The NIPAS MFF was put on standby three times in November and December, but were not activated.

Detectives are also members of ICAC (Internet Crimes against Children) task force which investigates the on-line sexual exploitation of children. As such, they also investigate Cyber-Tips generated by NCMEC (National Center for Missing and Exploited Children), and conduct online covert operations predators in our area. On December 20, 2022, CID investigators were assigned a CyberTip by the Internet Crimes against Children Task Force. This investigation is on-going.

In February 2022, Forest Park CID joined forces with Chicago Police Department on a Joint Vehicular Hijacking Task Force. This task force has been fast growing as more suburban departments have joined each month to work together to combat an alarming rise in vehicular hijacking incidents that have occurred throughout the Chicago area. Forest Park Police have continued this mission and have shared vital information on intelligence and information regarding known offenders and hot spots that are vulnerable to vehicular hijackings, in which the task force's mission and results was highlighted.

There were 103 incidents assigned to investigators for follow-up in November and December, 2022; 74 in November and 29 in December. Case selection has been reduced and screened due to a shortage of manpower and more focus has been exhausted on major cases and those involving violence against victims. In addition to working the 103 newly assigned cases, CID detectives continue to work on cases predating November 1, 2022.





The following is a summary of notable investigations in November and December 2022:

- Case #: 22-02852 Detective Schick was assigned the Criminal Sexual Abuse case involving a juvenile in September 2022. Detective Schick conducted his months' long investigation and turned the case over the ASA's office. After reviewing the case, the ASA supervisor denied felony charges. Detective Schick took the offender into custody and charged him with a misdemeanor charge of battery.
- Case #: 22-03581 29 Nov 22, Detective Sergeant Heveran arrested an offender for Aggravated Assault after he verbally brandished a knife and threatened a Walmart employee.
- Case #: 22-03304 03 Nov 22, Sgt. Pater, Detective Sergeant Heveran and dayshift located a burglary offender who just committed an auto burglary. The offender was charged with one count of Burglary.
- Case #: 22-03328 05 Nov 22, Detective Sergeant Heveran assisted with the investigation of an Aggravated Robbery / Aggravated Battery where the offender punched the elderly victim in the face and took his money. The offender was charged with Aggravated Robbery and Aggravated Battery – Victim over 60 years of age.
- Case #: 22-03711 and 22-03718 Detective Sergeant Heveran was assigned the Motor Vehicle Theft that occurred on 11 Dec 22. During the investigation, Detective Sergeant Heveran discovered the two juvenile offenders' information from previous encounters/arrests where they were involved in Aggravated Vehicular Hijackings and Motor Vehicle Thefts earlier this year. Detective Sergeant Heveran arrested both offenders and charged them each with Possession of Stolen Motor Vehicle. During interviews, one of the juvenile offenders admitted to stealing another vehicle in Forest Park, which was recovered. That juvenile was charged with another PSMV for that crime.
- Case #: 22-03716 During the period of October -December, this PD took 12 Criminal Damage to Property reports near Circle and Randolph, where the vehicles were either keyed or their tires were slashed. The cases were assigned to Detective Schick who developed a suspect. On 27 December 22, the offender was charged with one count of Criminal Damage to Property. Although Detective Schick and this PD suspects this offender in the other 11 reports of CDP, there is insufficient evidence to charge him with anymore charges at this time. Since this arrest, there have been no more reports of CDP.

 Case #: 20-01710 - In addition to the above-mentioned cases, on 28 Nov 22, investigators were notified of a guilty plea for a child molester and child pornographer who was arrested in 2020. The offender was sentenced to 12 years in IDOC.

Forest Park Criminal Investigations Division members are experienced and dedicated public servants who have built and continue to maintain professional relationships within the community and with neighboring agencies in an effort to quash criminal activity and to solve as many cases as possible. LESO Nothing to Report

Special Response Team (SRT)

There were no SRT activation for the months of November/December.

Special Response Team Training

The SRT did not conduct training for the months of November/December.

Auxiliary Unit

The Auxiliary Unit held a meeting in November, in which ten (10) of the twelve (12) Auxiliary Officers attended.

December 2nd, Madison Street Holiday Walk 1800-2100hrs. The Holiday Walk was a successful event with no negative incidents. Ten (10) Auxiliaries participated in the walk.

The next scheduled auxiliary meeting will be on January 11th, 2023, where the upcoming Forest Park St. Patrick's Day Parade will be discussed.

LPR Camera System

Officers used the Cameras/LPR system to look up (17) incidents during the two-month time span.

Incidents include Traffic Crash Investigation x7 Flee/Elude Investigation x2 L.O. Citation -Evidence Retail Theft x2 Burglary Offender fleeing Domestic Case Investigation (on-going)

During the two months, the cameras assisted making (2) arrests.

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	\$ 22,415.07
Public Affairs	\$ 28,521.85
Police Department	\$ 6,000.00
Community Center	\$ 1,042.21
Accounts & Finance (Clerks Office)	\$ 314,749.77
Accounts & Finance (Fire Department)	\$ 38,391.62
Department of Health & Safety	\$ 10,855.62
Street Department	\$ 26,628.17
Public Property	\$ 53,691.80
Seizure	\$ 279.90
Federal Customs	\$ 19,051.96
TIF	\$ 11,674.24
VIP	\$ 11,989.96
Water Department	\$ 345,759.36
TOTAL	\$ 891,051.53

ADOPTED BY THE Council of the Village of Forest Park this 23rd Day of January, 2023.

Ayes: Nays: Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number

100-00-000-4111-210
100-00-000-4230-135
100-00-000-4450-121
100-00-000-4450-130
100-00-000-4450-140
100-00-000-4480-300

<u>Vendor</u>	Invoice Date	Amount
Forest Park Public Library	01/11/2023	19,296.44
Rohit Beri	01/04/2023	300.00
Passport Labs Inc	12/31/2022	108.04
Passport Labs Inc	12/31/2022	2,331.00
Passport Labs Inc	12/31/2022	261.59
Mary Folino	01/06/2023	118.00

Refunds and Allocations 22,415.07



Account Number

100-10-101-6100-135
100-10-101-6120-160
100-10-101-6120-305
100-10-101-6150-125
100-10-101-6150-152
100-10-101-6150-152
100-11-111-6100-115
100-11-111-6100-115
100-11-111-6100-115
100-11-111-6100-115
100-11-111-6100-115
100-11-111-6100-120
100-11-111-6110-110
100-11-111-6110-110

Vendor	Invoice Date	<u>Amount</u>
GPG Strategies LLC	12/30/2022	2,000.00
Verizon Wireless	12/22/2022	55.34
Darien Marion-Burton	01/06/2023	425.00
Moses Amidei	01/04/2023	225.00
Verizon Wireless	12/22/2022	304.17
Verizon Wireless	12/22/2022	84.34
Administrative Consulting Specialists LLC	01/01/2023	625.00
Alliance Pension Consultants LLC	12/27/2022	6,750.00
Alliance Pension Consultants LLC	12/27/2022	6,750.00
Alliance Pension Consultants LLC	12/27/2022	5,150.00
Alliance Pension Consultants LLC	12/27/2022	1,950.00
Techno Consulting Inc	01/08/2023	3,500.00
Springbrook Holding Company LLC	01/04/2023	3.00
Techno Consulting Inc	01/08/2023	700.00

Public Affairs 28,521.85



Ac

Account Number	<u>Vendor</u>	Invoice Date	<u>Amount</u>
100-12-121-6145-305	Metro Mortuary Transport	01/05/2023	275.00
100-12-121-6145-305	Peterson-Bassi Chapels	01/01/2023	5,450.00
100-12-121-6145-306	Animal Care League	12/31/2022	275.00

Police Department 6,000.00



Accou

<u>Account Number</u>	<u>Vendor</u>	Invoice Date	<u>Amount</u>
100-15-151-6140-200	Tim Stefl Inc	01/05/2023	206.21
100-15-154-6170-105	Edward Moorhead	11/22/2022	200.00
100-15-169-6160-100	Elmhurst Occupational Health	10/31/2022	165.00
100-15-169-6160-100	Elmhurst Occupational Health	11/30/2022	314.00
100-15-169-6160-100	Elmhurst Occupational Health	12/31/2022	157.00

Community Center 1,042.21



100-00-000-1201-001 100-00-000-1201-001 100-21-211-5005-002 100-21-211-5005-002 100-21-211-6110-110 100-21-211-6120-300 100-21-211-6140-104 100-21-211-6140-104 100-21-211-6140-104 100-21-211-6140-110 100-21-211-6140-110 100-21-211-6140-204 100-21-211-6150-150 100-21-211-6160-001 100-21-211-6160-005 100-21-211-6190-003 100-21-211-6190-004 100-21-211-6191-001 100-21-211-6191-002 100-21-211-7000-080 100-22-221-6310-410 100-22-221-6310-410 100-22-221-6310-410 100-22-221-6310-410

Vendor	Invoice Date	<u>Amount</u>
Illinois Counties Risk Management Trust	12/05/2022	99,604.00
Illinois Counties Risk Management Trust	12/05/2022	53,519.88
Fidelity Security Life Ins Co	12/22/2022	523.54
Fidelity Security Life Ins Co	12/22/2022	86.65
Xerox Financial Services	12/10/2022	37.36
Elmhurst Occupational Health	12/31/2022	169.00
Quill	12/12/2022	14.61
Quill	12/14/2022	26.93
Quill	12/21/2022	69.27
Forest Printing Company	12/28/2022	430.66
SOLV Business Solution-Safeguard 233439	12/30/2022	25.12
Quill	12/21/2022	435.10
AT&T	01/01/2023	598.39
Alliant Insurance Services Inc.	01/10/2023	100.00
Harris & Harris Ltd.	01/03/2023	924.00
POLICE PENSION FUND	01/05/2023	8,952.00
Firefighters Pension Fund	01/05/2023	8,952.00
POLICE PENSION FUND	01/11/2023	6,492.75
Firefighters Pension Fund	01/11/2023	7,070.53
Xerox Financial Services	12/10/2022	1,684.21
Administrative Consulting Specialists LLC	01/01/2023	416.66
Christopher Burke Engineering LTD	01/06/2023	80.11
Carrier Corporation	12/28/2022	32,091.00
Cairo & Sons Roofing Contractors Inc.	12/20/2022	92,446.00

Accounts and Finance (Clerks Office) 314,749.77



Account Number	Vendor	Invoice Date	<u>Amount</u>
100-30-302-6110-150	Verizon Wireless	12/22/2022	128.53
100-30-302-6110-200	Hydra Ram Unlimited Inc	11/16/2021	392.44
100-30-302-6155-110	SCHAUERS HARDWARE	11/30/2022	77.76
100-30-303-6100-160	Metro Paramedic Services Inc	12/13/2022	37,738.00
100-30-303-6145-300	Witmer Public Safety Group	12/23/2022	54.89

Accounts and Finance (Fire Department) 38,391.62



100-40-401-5000-017
100-40-401-5000-017
100-40-401-5000-017
100-40-402-6100-115
100-40-402-6100-115
100-40-402-6141-003
100-40-402-6141-003
100-40-402-6150-232
100-40-403-6140-206
100-40-410-6150-112

Vendor	Invoice Date	Amount
AMS Electric Inc	12/13/2022	1,215.00
Tariq Dandan	01/01/2023	248.00
Raymond Traynor	01/09/2023	675.00
Book Reporting Service	01/05/2023	620.60
Muse Community + Design	11/30/2022	3,825.00
Christopher Burke Engineering LTD	01/06/2023	157.50
Christopher Burke Engineering LTD	01/06/2023	210.00
Tariq Dandan	01/01/2023	612.50
Smithereen Pest Mgmt Services	01/01/2023	1,200.00
Julie Inc	01/06/2023	2,092.02

Department of Health & Safety 10,855.62



Acco

<u>Account Number</u>	<u>Vendor</u>	Invoice Date	<u>Amount</u>
100-50-502-6140-202	Jon Pankey	01/10/2023	61.35
100-50-502-6140-202	Sal Stella	01/11/2023	61.35
100-50-502-6180-160	Com Ed	12/20/2022	3,875.56
100-50-502-6185-106	Cargill Salt Road Safety	12/29/2022	13,739.98
100-50-502-6185-106	Cargill Salt Road Safety	12/29/2022	4,414.31
100-50-502-6185-106	Cargill Salt Road Safety	12/30/2022	4,468.44
100-50-502-6185-110	SCHAUERS HARDWARE	11/30/2022	7.18

Streets Department

26,628.17



100-55-552-6145-100 100-55-552-6145-100 100-55-552-6180-101 100-55-552-6180-101 100-55-552-6180-101 100-55-552-6180-101 100-55-552-6180-114 100-55-552-6180-114 100-55-552-6180-114 100-55-553-6180-150 100-55-553-6180-150 100-55-553-6180-150 100-55-553-6180-152 100-55-553-6180-152 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-553-6180-160 100-55-555-6180-100 100-55-555-6180-100 100-55-555-6180-100 100-55-555-6180-100 100-55-555-6180-100 100-55-555-6180-100

<u>Vendor</u>	Invoice Date	<u>Amount</u>
Paul Richards	01/03/2023	54.90
Paul Richards	01/03/2023	100.00
SCHAUERS HARDWARE	11/30/2022	45.82
HOME DEPOT CREDIT	11/17/2022	43.87
HOME DEPOT CREDIT	11/17/2022	(3.99)
HOME DEPOT CREDIT	11/22/2022	14.91
SCHAUERS HARDWARE	11/30/2022	71.97
McAdam Landscaping	12/14/2022	3,790.00
Edward Moorhead	11/22/2022	160.00
Lyons Pinner Electric Co	12/19/2022	848.20
Lyons Pinner Electric Co	12/19/2022	408.96
Lyons Pinner Electric Co	12/31/2022	1,348.90
Lyons Pinner Electric Co	12/19/2022	3,428.54
Lyons Pinner Electric Co	12/31/2022	595.00
AEP Energy	12/21/2022	2,506.55
Com Ed	12/13/2022	106.75
Com Ed	12/28/2022	200.05
Com Ed	12/30/2022	28.98
Com Ed	12/30/2022	45.15
Com Ed	01/04/2023	31.19
Com Ed	01/04/2023	33.81
Com Ed	01/04/2023	31.32
Com Ed	01/04/2023	33.71
Com Ed	01/04/2023	295.25
SCHAUERS HARDWARE	11/30/2022	29.83
HOME DEPOT CREDIT	11/14/2022	718.56
HOME DEPOT CREDIT	11/22/2022	153.72
HOME DEPOT CREDIT	11/22/2022	212.77
HOME DEPOT CREDIT	11/29/2022	222.73
HOME DEPOT CREDIT	12/08/2022	54.98



100-55-555-6180-100
100-55-555-6180-100
100-55-555-6180-100
100-55-555-6180-100
100-55-555-6180-100
100-55-555-6180-100
100-55-555-6180-100
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100-55-555-6180-140
100-55-555-6180-140
100-55-555-6180-140
100-55-555-6180-140
100-55-560-6180-175
100-55-570-6155-101
100-55-570-6155-101
100-55-570-6155-101

	<u>Vendor</u>	Invoice Date	<u>Amount</u>
0	HOME DEPOT CREDIT	12/08/2022	151.88
0	Illinois Alarm	12/20/2022	111.15
0	Illinois Alarm	12/20/2022	134.55
0	Kinetic Energy Inc.	12/28/2022	489.00
0	Quill	12/12/2022	153.21
0	Quill	12/14/2022	379.63
0	Quill	12/21/2022	213.35
0	Quill	12/21/2022	70.20
0	PremiStar-North	01/03/2023	484.00
5	Illinois Alarm	12/20/2022	134.55
5	Illinois Alarm	12/20/2022	77.22
0	Illinois Alarm	12/20/2022	77.22
0	Illinois Alarm	12/20/2022	134.55
0	Comcast	12/01/2022	413.65
0	Comcast	01/01/2023	442.44
0	Case Lots Inc	11/10/2022	514.80
0	Case Lots Inc	12/12/2022	252.50
0	Illinois Alarm	12/20/2022	89.10
0	Illinois Alarm	12/20/2022	155.25
0	SCHAUERS HARDWARE	11/30/2022	38.69
0	Comcast	12/22/2022	188.03
0	Comcast	12/28/2022	2.11
0	Case Lots Inc	10/27/2022	79.80
0	Illinois Alarm	12/19/2022	86.36
0	Illinois Alarm	12/20/2022	44.55
0	Illinois Alarm	12/20/2022	155.25
5	SCHAUERS HARDWARE	11/30/2022	59.38
1	Mohr Oil Company	12/12/2022	10,189.05
1	Mohr Oil Company	12/20/2022	11,156.86
1	Superior Petroleum Marketers	01/05/2023	357.25



Vendor

Account Number

100-55-570-6155-106

Invoice Date	<u>Amount</u>
12/21/2022	122.29
12/27/2022	122.25
11/01/2022	362.72
11/30/2022	59.65
12/05/2022	220.55
12/05/2022	266.06
12/07/2022	(240.55)
12/20/2022	479.52
12/02/2022	236.74
12/22/2022	50.65
11/16/2022	62.98
11/17/2022	104.44
11/17/2022	62.88
11/18/2022	76.06
11/18/2022	11.71
11/18/2022	40.71
11/18/2022	11.71
11/21/2022	(29.77)
11/22/2022	55.44
11/28/2022	551.81
11/30/2022	302.88
12/06/2022	537.00
12/06/2022	107.13
12/06/2022	127.34
12/06/2022	(302.88)
12/09/2022	42.46
12/09/2022	42.46
12/12/2022	41.67
12/12/2022	(84.92)
12/14/2022	37.86



<u>Vendor</u>

100-55-570-6155-106 100-55-570-6155-106

Factory Motor Parts Co Kimball Midwest LAFasteners Inc. Lindco Equipment Sales Inc Linde Gas North America LLC Linde Gas North America LLC

Linde Gas North America LLC

Invoice Date	<u>Amount</u>
12/14/2022	126.90
12/14/2022	202.38
12/15/2022	127.08
12/16/2022	23.97
12/16/2022	40.70
12/16/2022	23.97
12/16/2022	126.03
12/16/2022	(685.26)
12/16/2022	(23.97)
12/17/2022	51.85
12/20/2022	75.10
12/20/2022	90.12
12/20/2022	15.02
12/20/2022	(11.00)
12/20/2022	15.02
12/22/2022	152.46
12/23/2022	255.20
12/23/2022	182.35
12/23/2022	29.43
12/29/2022	129.04
01/04/2023	98.40
01/04/2023	174.17
01/06/2023	(49.28)
01/09/2023	109.20
09/27/2022	115.82
12/20/2022	169.52
12/21/2022	49.34
12/20/2022	61.49
12/22/2022	225.99
12/22/2022	71.38



Account Number	<u>Vendor</u>	Invoice Date	<u>Amount</u>
100-55-570-6155-106	Wholesale Direct Inc.	12/21/2022	372.77
100-55-570-6155-112	Commercial Tire Service	12/20/2022	206.50
100-55-570-6155-112	Commercial Tire Service	12/20/2022	51.50
100-55-570-6155-112	Commercial Tire Service	12/29/2022	1,358.65
100-55-570-6155-112	Currie Motors Chevrolet	12/28/2022	176.70
100-55-570-6155-112	McCann Industries Inc	12/31/2022	3,233.40
100-55-570-6155-112	NOBS TOWING	12/21/2022	375.00
100-55-580-6155-120	Bernie's Saw & Supply Inc	01/06/2023	18.00

Public Property 53,691.80



<u>Vendor</u> Verizon W

230-00-000-6150-152 230-00-000-6150-152

Verizon Wireless	
Verizon Wireless	

Invoice Date	<u>Amount</u>
12/22/2022	92.44
12/22/2022	187.46
Seizure	279.90



Account Number	<u>Vendor</u>	Invoice Date	<u>Amount</u>
232-00-000-6900-232	Administrative Consulting Specialists LLC	01/01/2023	625.00
232-00-000-6900-232	Comcast	12/22/2022	172.16
232-00-000-6900-232	CDS Office Technologies	11/29/2022	12,055.00
232-00-000-6900-232	CellTech LLC	01/10/2023	1,000.00
232-00-000-6900-232	Illinois Alarm	12/29/2022	292.29
232-00-000-6900-232	J.G. Uniforms	01/04/2023	180.00
232-00-000-6900-232	NAPWDA	01/23/2023	50.00
232-00-000-6900-232	Ray O'Herron Co Inc	01/04/2023	1,201.68
232-00-000-6900-232	Ray O'Herron Co Inc	01/05/2023	1,111.32
232-00-000-6900-232	Ray O'Herron Co Inc	01/06/2023	899.73
232-00-000-6900-232	Ray O'Herron Co Inc	01/09/2023	1,464.78

Federal Customs 19,051.96



Acc

<u>Account Number</u>	<u>Vendor</u>	Invoice Date	<u>Amount</u>
302-00-000-6185-700	Christopher Burke Engineering LTD	01/06/2023	11,654.00
304-00-000-6185-700	SCHAUERS HARDWARE	11/30/2022	20.24

TIF 11,674.24



Account Number	<u>Vendor</u>	Invoice Date	<u>Amount</u>
312-00-000-6100-105	Christopher Burke Engineering LTD	01/06/2023	775.00
312-00-000-6150-152	Verizon Wireless	12/22/2022	38.01
312-00-000-7000-109	Christopher Burke Engineering LTD	01/06/2023	1,880.75
312-00-000-7000-312	Christopher Burke Engineering LTD	01/06/2023	1,821.20
312-00-000-7000-312	Christopher Burke Engineering LTD	01/06/2023	7,315.00
312-00-000-7000-312	K-Five Hodgkins LLC	12/20/2022	160.00
		VIP	11,989.96



Account Nu

Account Number	Vendor	Invoice Date	<u>Amount</u>
501-00-000-2500-001	Illinois Environmental Protection Agency	01/05/2023	187,203.70
501-80-800-6110-105	Springbrook Holding Company LLC	01/04/2023	727.00
501-80-800-6110-105	Verizon Wireless	12/22/2022	36.01
501-80-800-6145-100	Steve Knysch	01/03/2023	100.00
501-80-800-6150-154	Com Ed	12/13/2022	22.54
501-80-800-6150-154	Com Ed	12/30/2022	211.85
501-80-800-6150-156	NICOR	01/05/2023	400.76
501-80-800-6150-156	NICOR	01/05/2023	1,196.91
501-80-800-6310-001	Illinois Environmental Protection Agency	01/05/2023	2,503.68
501-80-800-6800-100	City of Chicago	01/10/2023	148,621.01
501-80-800-6800-111	Suburban Laboratories Inc	12/29/2022	225.00
501-80-800-6800-151	Core & Main LP	12/09/2022	784.15
501-80-800-7000-010	Christopher Burke Engineering LTD	01/06/2023	1,216.00
501-80-800-7000-020	Christopher Burke Engineering LTD	01/06/2023	630.00
501-80-800-7000-020	Christopher Burke Engineering LTD	01/06/2023	1,880.75

Water Department 345,759.36

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

January 23, 2023

Issue Statement

NPDES Phase II MS4 Presentation by Staff from Christopher B. Burke Engineering

Background

Staff from the Village's consulting engineering firm, Christopher B. Burke Engineering, will provide their annual presentation regarding the Village's NPDES MS4 Program. This water pollution prevention program is required by the US and IL EPA. For more information about this program, please click on the links noted below:

- <u>US EPA</u>
- <u>ILEPA</u>
- Village NPDES MS4 Webpage

Attachments

- CBBEL PowerPoint Presentation







Travis M. Parry, PE, CFM, CPMSM, CPSWQ Christopher B. Burke Engineering, Ltd.

What is NPDES?

- National Pollutant Discharge Elimination System
 Federally mandated permit program controls water
 pollution by regulating point sources that discharge pollutants
 into waters of the United States:
 - Point sources are discrete conveyances such as pipes or man-made ditches
 - Not for individual homes that are connected to a municipal system or use a septic system
 - Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters.

What is Phase II?

- Clean Water Act Amendments of 1987
- USEPA to address stormwater in two phases
 - Phase I Large and Medium MS4s
 - Large A large MS4 is a system that is located in an incorporated place or county with a population of 250,000 or more
 - Medium A medium MS4 is a system that is located in an incorporated place or county with a population between 100,000 - 249,999
 - Phase II Small MS4s
 - Small A <u>regulated</u> small MS4 is any small MS4 located in an "urbanized area" (UA), as defined by the Bureau of the Census, or located outside of a UA and brought into the program by the NPDES permitting authority

Phase I vs Phase II?

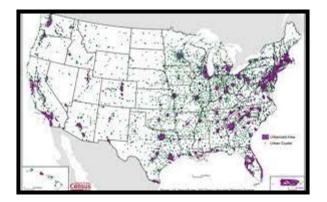
- 1972 Clean Water Act passed "to preserve, protect and improve the Nation's water resources
- I990 NPDES Phase I Implemented for medium and large MS4s
- 1999 Final NPDES Phase II Rule Published December 8, 1999
- 2003 Phase II Notice of Intent by March 10, 2003 for all MS4s not covered by Phase I

What is an Urbanized Area?

- An urbanized area is a land area comprising one or more places – central places – and the adjacent densely settled surrounding area – urban fringe – that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile.
- 464 Urbanized areas in United States
- Approximately 670 Communities in IL

Urbanized Area

464 Urbanized areas in United States



Approximately 670 Communities in IL



What is an MS4?

- Municipal Separate Storm Sewer System
- A conveyance or system of conveyance owned by a state, city, or other public entity that discharges to waters of the United States:
 - Designed or used for collecting storm water;
 - Is not a combined sewer; and
 - Is not part of a Publicly Owned Treatment Works (POTW)

Aspects of the MS4

- Not Always A System of Storm Sewers
- MS4's May Include:
 - Ditches
 - Curbs
 - Gutters
 - Streams
 - Wetlands
 - Drainage Swales
 - Any Storm Water Conveyance

Other MS4 - Examples

- Highway Departments
- Universities
- Local Sewer Districts
- Hospitals
- Military Bases
- Prisons
- Airports

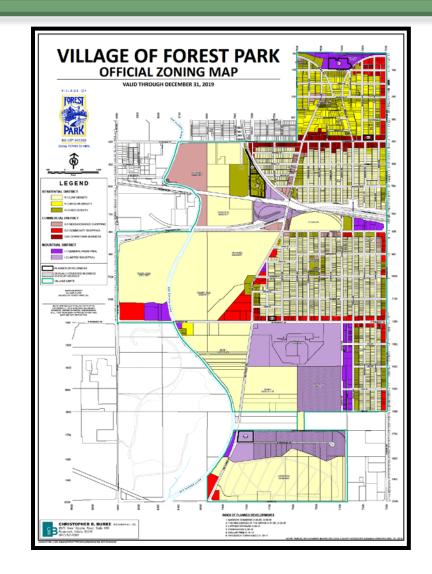






Why Are We Here?

- Village must regulate ALL discharges to the MS4
- Construction Sites
- Commercial Uses
- Industrial Uses
- Private Residences
- Municipal Facilities and activities



NPDES MS4 Permit

- Develop NPDES program and Stormwater Management Program Plan to address 6 minimum control measures
- Prepare and submit NOI
- Submit Annual Report to IEPA regarding status of implementation of stormwater management program
- Annual public meeting
- Annual permit fee \$1000

NPDES MS4 Permit

- Required to develop a stormwater management program comprised of BMPs and measurable goals for each of the following six minimum control measures:
- I. Public education and outreach on storm water impacts
- 2. Public involvement and participation
- 3. Illicit discharge detection and elimination
- 4. Construction site storm water runoff control
- 5. Post construction storm water management in new development and redevelopment
- 6. Pollution prevention/good housekeeping for municipal operations

Permit Updates

- 5-Year Permit Cycles
- First Permit Cycle for Small MS4s: 2003-2008
- Last Permit
 - Issued February 10, 2016
 - Expired February 28, 2021
- New permit is likely to be issued this year

NPDES MS4 BMPs

- Public education and outreach
 - Brochures and newsletter articles
 - Website information and links



- Public involvement and participation
 - Trash collection at community events
 - Annual Public Meeting
- Illicit discharge detection and elimination
 - Outfall Inspections
 - Storm sewer and receiving stream map
 - Regulatory programs and enforcement

NPDES MS4 BMPs

FOREST PARK COMMUNITY CLEAN-UP

SATURDAY, SEPTEMBER 24 9 AM @ THE HOWARD MOHR COMMUNITY CENTER

AGES 16+ UNDER 15 MUST BE ACCOMPANIED BY AN ADULT. ALL PARTICIPANTS MUST SIGN A WAIVER.

A SWEET TREAT FOR VOLUNTEERS

SCAN QR CODE For More Info & TO REGISTER



SCAN ME

Park District of Forest Park

Recreation Board & Public Works







NPDES MS4 BMPs

- Construction site runoff control
 - Plan review procedures
 - Site inspections and enforcement
- Post construction runoff control
 - Plan review procedures
 - Site inspections and enforcement
- Pollution prevention/Good housekeeping
 - Staff training
 - Inspection and maintenance of public infrastructure
 - Municipal operations stormwater control



Questions ?







100th Anniversary of the Kiwanis Club Forest Park, Cook County, Illinois

A Proclamation

WHEREAS, Kiwanis is an international organization of volunteers working to improve the world one child and one community at a time; and,

WHEREAS, the Kiwanis Club of Forest Park on January 25, 1923, received its first and original charter; and,

WHEREAS, the Kiwanis Club of Forest Park in 1923 held its first meeting in the Ed Roos Company of Forest Park building, located at the corner of Circle and Harrison now the current Roos Recreation Center; and,

WHEREAS, the Mohr Family has been active in both the Village of Forest Park and the Kiwanis Club of Forest Park since 1923; and,

WHEREAS, the Kiwanis Club of Forest Park has served the physical, emotional, and intellectual needs of the youth of the Village of Forest Park for 100 years; and,

WHEREAS, the Kiwanis Club of Forest Park has been an important part of the social infrastructure of our community; and,

WHEREAS, the Kiwanis Club of Forest Park has supported and continues to support the Community Center of Forest Park food pantry and holiday food and toy drives; and,

WHEREAS, the Kiwanis Club of Forest Park has supported and continues to support the Boys Scouts, 209 Scholarship, District 91 School, Forest Park Library and other youth organizations within the community; and,

WHEREAS, the Kiwanis Club of Forest Park hosts an annual Peanut Days every September; and,

WHEREAS, the Kiwanis Club of Forest Park will celebrate the 100th Anniversary of its charter reception this year 2023; and,

WHEREAS, the Kiwanis Club of Forest Park being an essential part of the Forest Park Community and advocate for the youth of our Village.

THEREFORE, LET IT BE RESOLVED THAT:

JANAURY 25, 2023 - the 100th Anniversary of the Kiwanis Club of Forest Park's inception - shall be declared Kiwanis Club of Forest Park Day in the Village of Forest Park, Cook County, Illinois

Dated this 23rd Day of January, 2023

Village of Forest Park, Illinois

By: ____

Rory Hoskins, Mayor





SMALL TOWN CHARM

Rory E. Hoskins Mayor

517 DESPLAINES AVENUE FOREST PARK, IL 60130 PH: 708-366-2323 FAX: 708-488-0361 www.forestpark.net

> Joseph Byrnes Commissioner Accounts & Finance

Ryan Nero Commissioner Streets & Public Improvements

> Jessica L. Voogd COMMISSIONER PUBLIC PROPERTY

Maria Maxham Commissioner Public Health & Safety

Moses E. Amidei VILLAGE ADMINISTRATOR

Vanessa Moritz Village Clerk January 11, 2023

Nicholas Peppers Storino, Ramello & Durkin 9501 West Devon Avenue Rosemont, IL 60018

Dear Mr. Peppers,

I have reviewed the bank account associated with the General Obligation Refunding Bond (Alternate Revenue Source) Series 2012 of the Village of Forest Park. The cash balance from The Illinois Funds NHR Sales Tax account is \$2,326,871.49 as of December 31, 2022.

Principal and interest debt service requirements payable in June and December of 2023 are:

Series 2012 Bond

\$ 710,450.00

Therefore, the cash balance is sufficient to pay the 2023 debt obligation of \$710,450.00 and the tax levy for Tax Year 2022 can be abated.

Sincerely,

Letitia Olmstec

Finance Director

cc:

Moses Amidei, Village Administrator Phil McKenna, Kane, McKenna and Associates Brian Baugh, Storino, Ramello and Durkin

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL OF AND INTEREST ON THE VILLAGE'S \$6,745,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012, OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and Council (the "Corporate Authorities") of the Village of Forest Park, Cook County, Illinois (the "Village"), by Ordinance Number O-28-12 adopted on the 26th day of November 2012 (the "Ordinance"), did provide for the issue of the Village's \$6,745,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012 (the "Bonds"), and the levy of a direct annual tax, pursuant to a Bond Order and Notification of Sale, dated December 5, 2012, sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has sufficient funds on hand to pay the principal and interest on the Bonds next due and owing; and

WHEREAS, levies have been made on the taxable property in the Village of Forest Park and are now on file with the County Clerk and will result in the receipt of taxes in the anticipated amount of not less than \$710,450.00; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 (and collectible in 2023) to pay the principal of and interest on the Bonds be abated.

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

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

<u>Section 2</u>. <u>Abatement of Tax</u>. The tax heretofore levied for the year 2022 (and collectible in 2023) in the Ordinance is hereby abated in its entirety in the amount of \$710,450.00.

<u>Section 3</u>. <u>Filing of Ordinance</u>. Forthwith upon the adoption of this ordinance, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 (and collectible in 2023) in accordance with the provisions hereof.

<u>Section 4</u>. <u>Effective Date</u>. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Rory E. Hoskins, Mayor

PASSED:This 23rd day of January, 2023.APPROVED:This 23rd day of January, 2023.PUBLISHED:This 23rd day of January, 2023.

ATTEST:

Vanessa Moritz, Village Clerk

AGENDA MEMO

Village Council Meeting Forest Park, Illinois January 23, 2023

Issue Statement

Request for Village Council Action: Ordinance Authorizing the Sale or Disposition of Surplus Property of the Village of Forest Park (TV / ID Machine)

Background

Over the course of the past week, Public Works Staff re-painted the conference room adjacent to the Village Council meeting room.

The existing 16-year-old TV was removed off of the conference room wall; the unused ID machine was also removed from said room. Both items due to their age will be recycled by Public Works Staff.

Attachments

- Ordinance authorizing the disposal of said unused and obsolete property of the Village of Forest Park

VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS ORDINANCE NO. 0 - ____ - 23

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

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

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

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

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with the applicable law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of January, 2023.

AYES:_____

NAYS:_____

ABSENT: _____

APPROVED by me this 23rd day of January, 2023.

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT "A" – JANUARY 23, 2023

Philips TV Model Number: 47PFL5432D/37 Serial Number: YA1A0728012871

ID Machine Model Number: HDP5000 Flipper Serial Number: A8370116F

RESOLUTION NO. R-____-23

A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE VILLAGE OF FOREST PARK FIRE DEPARTMENT ROOF <u>REPLACEMENT PROJECT FROM CSR ROOFING CO.</u>

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Village of Forest Park Fire Department Roof Replacement Project to CSR Roofing Co. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the net amount, after a change order deduction, of Ninety-Two Thousand Four Hundred Forty-Six and 00/100 Dollars (\$92,446.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) to Contractor under the contract for the Project.

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 Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the net amount, after a change order deduction, of Ninety-Two Thousand Four Hundred Forty-Six and 00/100 Dollars (\$92,446.00) under the contract for the Project with Contractor. Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of January, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd day of January, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office, and published in pamphlet form this _____ day of January, 2023.

Vanessa Moritz, Village Clerk

VILLAGE OF FOREST PARK FIRE DEPARTMENT <u>ROOF REPLACEMENT PROJECT</u> <u>PAY REQUEST #1 (Final)</u>



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 6, 2023

Village of Forest Park 517 Des Plaines Avenue Forest Park, IL 60131

Attention: Mr. Moses Amidei – Village Administrator

Subject: Village of Forest Park Fire Department Roof Replacement Project Final Pay Request #1 (CBBEL Project No. 000023.BG110)

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) has received and reviewed Final Pay Request #1 in the amount of \$92,446.00 from CSR Roofing Co. which was received on December 28, 2022. Included with the Final Pay Request is the Contractors Application for Payment, Final Waiver of Lien and Certified Payrolls. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$	123,199.00
Change Orders	<u>\$</u>	(30,753.00)
Total Contract Amount	\$	92,446.00
Work Completed and Stored to Date	\$	92,446.00
Less Previous Payments	\$	0.00
0% Retainage	\$	0.00
Amount Due	\$	92,446.00

All items of work shown on the attached invoice are representative of work completed to date for this project. We therefore recommend payment in the amount of Ninety Two Thousand Four Hundred and Forty Six Dollars and Zero Cents (\$92,446.00) to CSR Roofing Co.

If you have any questions, please feel free to contact me.

Sincerely,

Sunlel A. Hennely

Gerald A. Hennelly Senior Project Manager Mechanical/Electrical Engineering Department

GAH

Encl: CSR Roofing Co. Final Waivers of Lien, Certified Payrolls and Final Pay Request

cc: Steve Glinke, Village of Forest Park Sal Stella, Village of Forest Park Jim Amelio, CBBEL

N:\FORESTPARK\0023\BG110\Admin\L1.010623_LH.docx

Village of Forest Park

Fire Department Roof Replacement Project CBBEL Project No. 000023.0110

Pay Request No. 1

Date: 01/06/23					SCHEDULED	UNITS FROM PREVIOUS	UNITS THIS	TOTAL UNITS COMPLETED TO	BALANCE TO	TOTAL VALUE COMPELTED THIS	TOTAL VALUE COMPLETED TO		0% RETAINAGE
ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	VALUE	INVOICES	PERIOD	DATE	FINISH	PERIOD	DATE	BALANCE TO FINISH	070 RETAINAGE
1	INSTALL ROOF SYSTEM	LUMP SUM	1	\$ 73,669.00	73,669.00	0.00	1.00	1.00	0.00	\$73,669.00	\$73,669.00	\$0.00	\$0.00
2	INSTALL COUNTER FLASHING & EDGE METAL	LUMP SUM	1	\$ 9,775.00	9,775.00	0.00	1.00	1.00	0.00	\$9,775.00	\$9,775.00	\$0.00	\$0.00
3	BONDS AND INSURANCE	LUMP SUM	1	\$ 1,550.00	\$ 1,550.00	0.00	1.00	1.00	0.00	\$1,550.00	\$1,550.00	\$0.00	\$0.00
4	GUTTER REMOVAL & REPLACEMENT	LUMP SUM	1	\$ 8,250.00	\$ 8,250.00	0.00	1.00	1.00	0.00	\$8,250.00	\$8,250.00	\$0.00	\$0.00
5	DOWNSPOUT REMOVAL & REPLACEMENT	LUMP SUM	1	\$ 4,200.00	\$ 4,200.00	0.00	1.00	1.00	0.00	\$4,200.00	\$4,200.00	\$0.00	\$0.00
6	SCUPPER REMOVAL & REPLACEMENT	LUMP SUM	1	\$ 535.00	535.00	0.00	1.00	1.00	0.00	\$535.00	\$535.00	\$0.00	\$0.00
7	ROOF DRAIN REMOVAL & REPLACEMENT	LUMP SUM	1	\$ 2,200.00	\$ 2,200.00	0.00	1.00	1.00	0.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00
8	INSTALL NEW RUBBERIZED BLOCKING	LUMP SUM	1	\$ 1,020.00	\$ 1,020.00	0.00	1.00	1.00	0.00	\$1,020.00	\$1,020.00	\$0.00	\$0.00
9	TUCKPOINTING OF EXISTING MASONRY	LUMP SUM	1	\$ 4,000.00	\$ 4,000.00	0.00	1.00	1.00	0.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
10	3/4" MARINE GRADE PLYWOOD	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	0.00	1.00	1.00	0.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
11	RAISE & REFRAME EXISTING POWER ROOF VENTILATORS	LUMP SUM	1	\$ 2,700.00	\$ 2,700.00	0.00	1.00	1.00	0.00	\$2,700.00	\$2,700.00	\$0.00	\$0.00
12	EXTEND & REUSE NATURAL GAS SERVICE & DRIP LINES	LUMP SUM	1	\$ 13,800.00	13,800.00	0.00	1.00	1.00	0.00	\$13,800.00	\$13,800.00	\$0.00	\$0.00
CO1	CHANGE ORDER 1	LUMP SUM	1	\$ (30,753.00) \$	\$ (30,753.00)	0.00	1.00	1.00	0.00	\$ (30,753.00)	\$ (30,753.00)	\$0.00	\$0.00
		SUBT	OTAL CONST	RUCTION COST=	\$92,446.00					\$92,446.00	\$92,446.00	\$0.00	\$0.0

TOTAL CONTRACT VALUE	\$ 123,199.00
APPROVED CHANGE ORDERS TO DATE	\$ (30,753.00)
TOTAL CONTRACT VALUE TO DATE	\$ 92,446.00
TOTAL VALUE COMPLETED AND STORED	\$ 92,446.00
TOTAL PREVIOUS PAYMENTS	\$0.00
0% RETAINAGE	\$0.00
TOTAL AMOUNT DUE THIS PERIOD	\$ 92,446.00

CSR Roofing Contractors, Inc.

6720 West Roosevelt Road Oak Park, IL 60304 Phone: (708) 848-9119 Fax: (708) 848-8947 www.csr-roofing.com



INVOICE #CSR8702

Village of Forest Park 517 Des Plaines Avenue Forest Park, IL 60130	то:	CSR Roofing Contractors Inc. 6720 West Roosevelt Road Oak Park, IL 60304
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INVOICE #	CLIENT PO#	JOB	TERMS	DATE	DATE DUE
CSR8702		PRJ #474: Forest Park Fire Department	Net 15 Days	12/20/2022	01/04/2023

JOB SITE:

BILL TO:

Forest Park Fire Department 7625 Wilcox St. Forest Park, IL 60130

WORK PERFORMED:

Job completion invoice for the 2022 roof renovation project.

BALANCE DUE \$92,446.00	гт	
	BALANCE DUE	\$92,446.00

A service charge of 2% per month (24% per annum) will be charged on all past due invoices on the last day of the month if balances are not paid.

AIA Document G702 – 1992

Application and Certificate for Payment

TO OWNER:	Village of Forest Park	PROJECT:	Fire Department of F 7625 Wilcox St. Forest Park, IL	Forest Park	APPLICATION NO: 001 PERIOD TO: December 19, 2022 CONTRACT FOR: Roof Rehabilitation	
FROM CONTRACTOR:	CSR Roofing Contractors, Inc. 6720 W. Roosevelt Road Oak Park, IL 60304	VIA ARCHITECT:	Christopher B. Burke	e Engineering, Ltd	CONTRACT DATE: September 21, 2022 PROJECT NOS: 20-0023.BG110 / 22V1082 /	
Application is ma AIA Document O 1. ORIGINAL CON	TOR'S APPLICATION FOR I ade for payment, as shown below, in con 3703 [®] , Continuation Sheet, is attached. ITRACT SUM	nnection with the Cor	\$123,199.00	information and completed in according by the Contractor	Contractor certifies that to the best of the belief the Work covered by this Application ordance with the Contract Documents, that all for Work for which previous Certificates for I d from the Owner, and that current payment sho	for Payment has been amounts have been paid Payment were issued and
	M TO DATE (Line 1 ± 2)				Date:	December 19, 2022
4. TOTAL COMPL	ETED & STORED TO DATE (Column G o	n G703)	\$92,446.00	State of: Illinois	s	
(Column D b. 0 % (Column F	of Completed Work D + E on G703) of Stored Material f on G703) ge (Lines 5a + 5b or Total in Column I o	f G703)	<u>\$0.00</u> <u>\$0.00</u> \$0.00	Notary Public:	ay of December 2022ARY PUBLIC - STATE OF ILLINON MY COMMISSION EXPIRES:08/07/24	· {
6. TOTAL EARNE	D LESS RETAINAGE		\$92,446.00	ARCHITECT'S	S CERTIFICATE FOR PAYMENT	
(Line 4 Les 7. LESS PREVIOU (Line 6 fro	ss Line 5 Total) IS CERTIFICATES FOR PAYMENT m prior Certificate)			In accordance with comprising this a Architect's knowl quality of the Wo	th the Contract Documents, based on on-site of pplication, the Architect certifies to the Owne edge, information and belief the Work has pro- rk is in accordance with the Contract Document of the AMOUNT CERTIFIED.	r that to the best of the gressed as indicated, the
	MENT DUE FINISH, INCLUDING RETAINAGE		\$92,446.00			\$92,446.00
(Line 3 less			\$0.00	(Attach explanation) if amount certified differs from the amount applied. the Continuation Sheet that are changed to conform	Initial all figures on this
CHANGE ORDI		ADDITIONS	DEDUCTIONS	ARCHITECT:		
	proved in previous months by Owner	\$0.00	\$0.00	Ву:	Date:	
Total approved th		\$0.00	\$30,753.00	This Certificate is	not negotiable. The AMOUNT CERTIFIED is pay	able only to the Contractor
NET CHANGES	TOTALS 6 by Change Order	\$0.00	\$30,753.00	named herein. Issua	ince, payment and acceptance of payment are without actor under this Contract.	ut prejudice to any rights of

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AIA Document G703° – 1992

Continuation Sheet

AIA Do	ocument G702®, Applicat	ion and Certificat	ion for Payment, or	с G732тм,		APPLICATION NO:		001	
	tion and Certificate for Pa					APPLICATION DATE:		December 19, 20	022
	ing Contractor's signed cer					PERIOD TO:		December 19, 20	22
Use Co	lumn I on Contracts where	e variable retainag	e for line items ma	y apply.		ARCHITECT'S PROJECT	NO:	20-0023.BG110	
A	В	С	D	Е	F	G		Н	Ι
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)		% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Install roof system	73,669.00	0.00	73,669.00	0.00	73,669.00	100.00%	0.00	0.00
2	Install counter flashing & edge metal bonds and insurance	9,775.00 1,550.00	0.00	9,775.00 1,550.00	0.00	9,775.00 1,550.00	100.00%	The second s	0.00
4	gutter removal & repl	8,250.00	0.00	8,250.00	0.00	8,250.00	100.00%	0.00	0.00
5	downspout rem. & repl.	4,200.00	0.00	4,200.00	0.00	4,200.00	100.00%	0.00	0.00
6	scupper rem & repl	535.00	0.00	535.00	0.00	535.00	100.00%	0.00	0.00
7	roof drain rem & repl	2,200.00	0.00	2,200.00	0.00	2,200.00	100.00%	0.00	0.00
8	install new rubberized blocking	1,020.00	0.00	1,020.00	0.00	1,020.00	100.00%	0.00	0.00
9	tuckpointing of existing masonry	4,000.00	0.00	4,000.00	0.00	4,000.00	100.00%	0.00	0.00
10	3/4" marine grade plywood	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00%	0.00	0.00
11	raise & reframe existing power roof ventilators	2,700.00	0.00	2,700.00	0.00	2,700.00	100.00%	0.00	0.00
12	extend & reuse natural gas service & drip lines	13,800.00	0.00	13,800.00	0.00		100.00%	0.00	0.00
13	change order 1	-30,753.00	0.00	-30,753.00	0.00	Concernant in a second s	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00		0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	the second s	0.00		0.00%	0.00	0.00
		0.00	0.00		0.00	and the second se	0.00%	0.00	0.00
L	GRAND TOTAL	\$92,446.00	\$0.00	\$92,446.00	\$0.00	\$92,446.00	100.00%	\$0.00	\$0.00

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Change Order

PROJECT: (<i>Name and address</i>) Fire Department of Forest Park 7625 Wilcox St. Forest Park, IL	CONTRACT INFORMATION: Contract For: Roof Rehabilitation Date: September 21, 2022	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: December 19, 2022
OWNER: (<i>Name and address</i>) Village of Forest Park	ARCHITECT: (<i>Name and address</i>) Christopher B. Burke Engineering, Ltd	CONTRACTOR: (Name and address) CSR Roofing Contractors, Inc. 6720 W. Roosevelt Road Oak Park, IL 60304

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Gutter bracket modification - \$340.00 Saturated roofing replacement - \$1,316.00 Masonry repairs - \$5,386.00Trim at roof door - \$410.00 Credit unit items - (38,205.00)

The original Contract Sum was	\$ 123,199.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 123,199.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 30,753.00
The new Contract Sum including this Change Order will be	\$ 92,446.00

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Christopher B. Burke Engineering, Ltd	CSR Roofing Contractors, Inc.	Village of Forest Park
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	Joseph Cairo	
SIGNATURE	SIGNATURE	SIGNATURE
	Joe Cairo, Sales	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
	December 19, 2022	
DATE	DATE	DATE

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FINAL WAIVER OF LIEN

STATE OF ILLINO	S	}						
COUNTY OF COOP	< C	> ss }			L	Gty # oan #		
WHEREAS the und to furnish	dersigned has been em roofing	ployed by	Village of Fore	st Park				·····
for the premises know	· · · · · · · · · · · · · · · · · · ·	Fire Departr	nent of Forest Pa	rk, 7625 Wilcox St,	Forest Park.	Illinois		
of which	Village of Forest Park							is the owner
The undersigned, for	and in consideration of	-	ninety two the	ousand four hundre	d forty six 00)/100		
\$92,446.00							eby acknowledged	
	and release any and all							
	with respect to and on s r machinery furnished, a							
	labor services, materia							
	by the undersigned for					ion may be	a rannanou	
DATE	12/19/2022	_	COMPANY NA ADDRESS	ME	CSR Roofing 6720 W. Roo			
			ADDRESS		Oak Park, L		ao	
SIGNATURE AND TIT	LE					00004		Sales
				· · · · · · · · · · · · · · · · · · ·	0°			
			CONTRACTO			********		
STATE OF ILLINOIS	1		CUNTRACTO	R'S AFFIDAVI	_			
	, > SS							
COUNTY OF COOK	}							
TO WHOM IT MAY CO	NCERN:							
THE UNDERSIG	iNED,	Joseph Cair	0				BEING DULY SW	ORN.
DEPOSES AND SAYS CSR Roofing Con	THAT HE OR SHE IS (F	POSITION)		Sales			OF THE (COMP	•
WHO IS THE CONTRA	in the second	roofing					WORK ON THE BU	JILDING
LOCATED AT			orest Park, 7625	Wilcox St, Forest F	ark, Illinois			
OWNED BY	Village of Forest Park						· · · · · · · · · · · · · · · · · · ·	
That the total amount	of the contract includin	ng extras is		\$92,446.00		on	which he has recei	ved payment
of\$0.00	prior to this payment.	That all waiver	s are true, correc	t and genuine and	delivered un	conditiona	ally and that	
	er legal or equitable to o							
	ial or labor, or both for							
	ntering into the constru						e items	
mentioned include all	labor and material requ	lired to compl	ete said work acc	ording to plans an	d specificatio	ns.		
				CONTRACT	AMOL	INT	THIS	BALANCE
	MES		IAT FOR	PRICE	PAI		PAYMENT	DUE
CSR Roofing Contract Gemco Roofing & Bld	a. Supply	roofing materials		\$77,020.00		\$0.00 \$0.00	\$77,020.00 \$11,491.00	\$0.00
Holton Brothers, Inc.		masonry		\$3,935.00		\$0.00	\$3,935.00	\$0.00
TOTAL LABOR AND N	ATERIAL TO COMPLE	TE		\$92,446.00		\$0.00	\$92,446.00	\$0.00
That there are no othe	or contracts for said wo	rk outstanding	, and that there is	s nothing due or to	become due	to any ne	rson for	
	er work of any kind done							
Signed this	19th		day of	December	<u> </u>			2022
			Signature:	AC	7			
Subscribed and swo	rn to before me this		19th	day of	December	\sim		2022
				Part	100 11		n.	
	1 <u>0</u> - 287 - 287 - 280			Notary Public	1/ × (Jul		
	3000	OFFICIAL SI	EAL	I 1	1			
	2	CAITLYN CA		K U	Ĩ			
	NOTAR	Y PUBLIC, STAT		5				
	2	MISSION EXPIR						
	Bride Contraction	~~~~						

FINAL WAIVER OF LIEN

State of Illinois

County of Cook

TO WHOM IT MAY CONCERN:

)

)

Whereas, Gemco Roofing & Bldg. Supply has been employed by CSR Roofing Contractors to furnish roofing materials for the premises known as Fire Department of Forest Park, 7625 Wilcox St., Forest Park, IL of which the Village of Forest Park is the Owner.

The undersigned, for and in consideration of Eleven Thousand Four Hundred Ninety One 00/100 (\$11,491.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim, or right to, lien, under the statues of the State of Illinois, relating to mechanic's lien, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from owner, on account of labor, services, material, fixtures, apparatus or machinery, **heretofore furnished, or which may be furnished at any time hereafter,** by the undersigned for the above-described premises.

Given under my hand and seal this <u>2044</u> day of <u>Allinki</u> 20 <u>27</u>
Signature: <u><u> </u></u>
Print Name: <u>George Sessler</u>
Company Title: President

Subscribed and sworn to before me this ______ day of Double 20____

Panela G-leason



•••••

			FINAL WAI	/er of lien			
STATE OF ILLINOIS	J	}					
	2	> 1	SS		Gty #		
COUNTY OF COOK	1	ł			Loan #	·	_
WHEREAS the undersigned has I o furnish <u>Masonry</u>	oeen employe	ed by	Village of Fore	est Park			
or the premises known as		Fire D	Department of Forest Pa	rk, 7625 Wilcox St,	Forest Park, Illinois		
f which Village of Fore							is the owner
he undersigned, for and in conside				nd Nine Hundred T			
			er good and valuable co		•		
lo(es) hereby walve and release any o mechanics' liens, with respect to					•	•	
ixtures, apparatus or machinery fur							
wner, on account of labor services							
t any time hereafter, by the undersi				-			
DATE 12/19/202	.2		COMPANY NA ADDRESS	ME	Holton Brothers Inc.		
			ADDRESS		1257 Terminal Rd. Grafton, WI 53024-965	55	
IGNATURE AND TITLE			John Holto	n			President
	_		0			··· <u>·</u> ·	
	و ک کر ک اور اب اب اب اب اب اب اب اب اب	(in mar 10)	CONTRACTO				⋓ <i>⋳⋴</i> ⋳⋳⋈⋳⋈⋇⋍ ∊ ⋴⋴⋴⋴∊∊∊
TATE OF ILLINOIS	3		<u>UUNTRAUTU</u>	<u>R'S AFFIDAVIT</u>			
	> SS						
OUNTY OF COOK	}						
O WHOM IT MAY CONCERN:							
THE UNDERSIGNED,			John Holton			BEING DULY SV	NORN,
EPOSES AND SAYS THAT HE OR	SHE IS (POSI	TION)	President		OF THE (COM	PANY)
Holton Brothers Inc.							
VHO IS THE CONTRACTOR FOR TH		Maso	*	N	1. 081-	_WORK ON THE B	UILDING
OCATED AT WNED BY Village of Fore	· · · · · · · · · · · · · · · · · · ·	men	t of Forest Park, 7625 W	licox St, Porest Pai	rk, Illinois		
hat the total amount of the contrac	-			\$3,935.00		which he has rece	eived payment
of\$0.00 prior to this pa here is no claim either legal or equi	-		aivers are true, correct	_		-	
ave furnished material or labor, or							
vork or for material entering into the							
entioned include all labor and mat							
			-	CONTRACT	AMOUNT	THIS	
NAMES			WHAT FOR	PRICE	AMOUNT PAID	PAYMENT	DUE
olton Brothers Inc.	N	laso		\$ 3,935.00	\$ «	\$ 3,935.00	
257 Terminal Road rafton, WI 53024-9655							
anon, wi 55024-5655							
					•		
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hat there are no other contracts for	[.] said work oເ	utstai	nding, and that there is	nothing due or to b	ecome due to any pers	son for	
naterial, labor or other work of any l	kind done or f	to be	done upon or in conne	ction with said wor	k other than above sta	ted.	
Signed this 19th			day of	December			2022
					9/16	-	
			Signature:	John	your		
Subscribed and sworn to before me	e this		19 th	day of	December		2022
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					STATE OF WISC	ONSIN	



Industrial – Commercial - Condominiums - High Rises

December 6, 2022

Forest Park Fire Department C/O Mr. Steve Glinke Village of Forest Park 517 Des Plaines Ave. Forest Park, IL 60130

Re: Roof Warranties

Dear Mr. Glinke,

Enclosed, please find the following:

CSR Roofing Contractors, Inc. Warranty Firestone Warranty

Your new warranties require the ownership to execute regular roof maintenance beginning immediately. Many items on your roof are maintenance items and are not covered by the warranty.

In event that you have any questions or concerns regarding the guarantees, please do not hesitate to contact Firestone at 800-428-4442 or CSR Roofing Contractors at 708-848-9119.

Respectfully, CSR Roofing Contractors, Inc.

> Fax: (708) 848-8947 Voice: (708) 848-9119 Website: www.csr-roofing.com 6720 West Roosevelt Road Oak Park, Illinois 60304



CERTIFICATE OF WARRANTY LIMITED WARRANTY

CSR Roofing Contractors, Inc. an Illinois corporation, "Contractor" warrants that for the period stated below (the "Warranty Term" or "Warranty Period") beginning on the date the work provided for in the Agreement to which this Certificate of Warranty is attached is substantially completed (as defined in the Terms of the Agreement) will be water tight for the Warranty Term due to defective material or workmanship including the material and workmanship of all subcontractors and materialmen of the Contractor. (Provisions of warranty on reverse side) This Limited Warranty is in lieu of all other warranties of Contractor and THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. (Some states do not allow exclusion or limitation on how long and Implied Warranty lasts, so the above exclusion or limitation may not apply to you.)

ACKNOWLEDGEMENT

Owner acknowledges that he has read and fully understands the terms and conditions contained in the Agreement, its Exhibits and the Certificate of Warranty. Owner further acknowledges that he has consulted with an attorney to the extent necessary for understanding the foregoing contract.

Warranty Information

Warranty No. 22V1802

Date of Installation:	Term:	Expiration:
December 2, 2022	2 Year	December 2, 2024
Owner:		Area of Roof:
Village of Forest Park		Main Roof
Installation Address:		Size:
Fire Station 7625 Wilcox St. Forest Park, IL 60130		4,800 sq.ft.
Warranty Validation		Roof System:
CSR Roofing Contractors, Inc.		Firestone
- Joe Caira		

JOE CAIRO

Dated this 6th day of December, 2022

NON-ASSIGNABILITY

This Limited Warranty extends to and is enforceable by only the Owners identified in the Agreement, (the "Owner"), and may not be transferred or assigned. This Limited Warranty is null and void upon any attempted assignment.

INCIDENTIAL AND CONSEQUENTIAL DAMAGES

Contractor is not responsible for incidental or consequential damages. (Some States do not allow the exclusion of incidental or consequential damages, so the above exclusion or limitation may not apply to Owner.) Contractor is not responsible for mold abatement, cleaning or removal. **REMEDY**

Contractor will repair, replace or pay owner the reasonable cost of repairing or replacing a defect covered by this Limited Warranty. The choice to repair, replace or pay for defects covered by this Limited Warranty is solely Contractor's.

OTHER RIGHTS

This Limited Warranty gives you, the Owner identified in the Agreement, specific legal rights. You may have other legal rights which vary from State to State. Any efforts of Contractor to repair or replace defects will not extend the term of this Limited Warranty.

MAINTENANCE

In order to continue the coverage of this warranty a maintenance program must be implemented. There are a number of items not covered by this warranty that are the responsibility of the owner. In order to ensure that your new roof will continue to perform its function, you must examine and maintain the roof on a regular basis. The owner shall maintain a file for your records of this roof, including the warranty, invoices, and subsequent logs of all inspections performed and repairs that are made to the roof. Inspect your roof at least semiannually, this is best done in the spring and in the fall. **EXCLUSIONS**

This limited Warranty does not extend to or include:

- Defects caused by or made worse by ordinary wear and tear, misuse, abuse, modifications by Owner or anyone other than the Contractor, neglect or improper maintenance by Owner, or dampness or condensation due to the existence of excessive humidity or improper ventilation;
- neglect or improper maintenance by Owner, or dampness or condensation due to the existence of excessive humidity or improper ventilation; 2. Loss or damage which the Owner failed to take timely action to minimize;
- 3. Loss or damage not otherwise excluded by the terms of this Limited Warranty which does not constitute a defect in the work performed or the materials supplied by the Contractor;
- 4. Warranties, representations, or guarantees made by others, including any manufactures;
- 5. Damages caused or made worse by action or inaction of Owner, Acts of God, abnormal weather conditions, rain or water damage to Owner's property (including damage to the interior if the roof or walls cannot be enclosed in a reasonable time), damage, delay or inability to perform the Construction Contract resulting from Acts of God, strikes, war, riots, material or labor shortages, weather conditions, acts of public authorities or other causes beyond Contractor's control;
- 6. Insect damage;
- Bodily injury or damage to personal property or damage to the building, interior decorations, roof insulation, roof decking, fixtures or content;
 Any request for warranty service not filed in the manner set forth in this Limited Warranty; or
 Any appliances, component equipment or the like which is a "consumer product" for the purposes of the Magnuson-Moss Warranty Act for
- 9. Any appliances, component equipment or the like which is a "consumer product" for the purposes of the Magnuson-Moss Warranty Act for which the manufacturer or material supplier thereof issues a separate warranty, except as to Contractor's workmanship with respect to installation of the Equipment. Contractor assigns to Owner all guarantees or warranty settended by such manufacturer or material supplier. Detailing these specific exclusions does not imply the existence of a warranty regarding other matters.

WARRANTY SERVICE

Contractor reserves the right to schedule work required under this Limited Warranty (During regular business hours 8:00 – 4:30 pm Monday through Friday, other times will be billable per CSR service rates) and under the Agreement to which it is attached at Contractor's convenience, including the right to defer work until it can be performed in conjunction with other work that may be or become necessary on the project. However, work needed to render the premises habitable or to prevent further damage will be performed as soon as reasonably possible if Owner so notifies Contractor. Size, texture and color items used to make replacements may vary from those used in the project as originally built due to variance in the manufacturer's production runs. Original textures and patterns may also be unavailable at the time of replacement. Items used to make repairs may have similar variances. Contractor's obligations to repair or replace hereunder are limited to providing as good a match as is reasonably possible. No representative of Contractor has the authority to expand the scope or extend the duration of this Warranty or to make agreement with respect thereto. Contractor shall not be obliged to remedy any defects where otherwise required pursuant to this Warranty unless and until Owner notifies Contractor in writing of the defect and then only if such notification is made prior to the expiration of the Warranty Period.

This Warranty shall be null and void as to any particular defect if Owner performs repairs to the defect without receiving prior written consent of Contractor.

REQUEST FOR WARRANTY SERVICE

An Owner with a Warranty complaint must first send a clear and specific written complaint to Contractor at the address below. Written notice of a defect in any item under this Limited Warranty must be received by the Contractor no later than thirty (30) days after the expiration of the Warranty Period. If Contractor does not receive a request for service within that time, any request for warranty service may be rejected.

STANDARDS

In the absence of a specific standard in this Limited Warranty, the locally adopted Building Code applicable to the Premises and the defect complained of shall apply. In absence thereof, the BOCA Model Building Code shall apply as in existence on the date of the Agreement.

ROOFS

The roof, roof flashing, gutters and downspouts (where installed) are guaranteed during the Warranty period (gutters, downspouts and sheet metal flashings are limited to a maximum of two years or for the length of the roof Warranty Period, whichever is less) to be free from leaks, except for leaks or damage resulting from ice dams or from high winds, driven rain or other unusually severe weather conditions. This Warranty is void in such a way as to impair its structural or functioning integrity. High winds may tend to lift new shingles occasionally, especially when the roof shingles are installed in cold weather and the mastic has not been warmed enough by the sun. If the roof is damaged by a wind storm, consult your insurance carrier. At times when climate conditions dictate, an "ice dam" situation may occur, where snow and ice log the gutters and "back up" beneath the low slope, flat or shingle roofing where they melt and then enter the premises. This is a circumstance over which Contractor has no control and is therefore excluded from coverage under this Warranty. This Warranty does not cover damage to the roof insulation or leakage therefrom caused by defects or failure of any material used as a roof base, or improper roof deck construction, settlement, distortion, warping, or failure of the roof deck over which the roofing material is applied, or damage or destruction due to faulty construction of parapet walls, or water leakage due to erosion and porosity of mortar, brick, copings, chimneys, metal flashings, sky lights, louvers, gutters, roof drains, curbs, plumbing stacks, vents, supports, braces or other parts of the building not installed by Contractor and connected to Contractor's roofing material.

This Warranty does not cover damage to the roof leaks caused by installation of decks, platforms, railings, or promenade wearing surfaces over the roofing material. If necessary to inspect or repair the roof under this Warranty, such items will be removes by Owner at no cost to Contractor. The roof is not to be used as a promenade deck, work deck, sun deck, or subjected to traffic of any nature whatsoever by persons other than Contractor's own workers. This Warranty is null and void if the roof is so used.

WARRANTY VOID FOR NON-PAYMENT

This Warranty is void if Owner fails to make all payments required to be made to Contractor timely and in full (as defined in the Terms of the Agreement.) the Contractor may at its sole option choose to reinstate a void/cancelled Warranty when all payments/fees are paid in full, including a two thousand five hundred dollar reinstatement and the cost of any needed repairs, maintenance or roof inspection.

GENERAL PROVISIONS

All notices provided for herein shall be by Certified Mail, Return Receipt Requested, proper postage paid. Notices shall be sent to the address appearing below or to whatever other address the recipient may designate in writing. Should any provision of this Limited warranty be found unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions. This Limited Warranty is to be construed by and interpreted in accordance with the Laws of the State of Illinois.





CONTRACT SUMMARY

Warranty No: 700433207 Project No: 4355451 Start Date: 12/02/2022

Building Identification: Forest Park Fire Department Building Address: 7625 Wilcox St, Forest Park, IL 60130-1818 Building Owner: Village of Forest Park Roofing Contractor: CSR ROOFING CONTRACTORS INC, 40001398

Main Roof

Red Shield - APP - 20 Year - 55 mph

Square Footage: 4,800

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

> Page 1 of 3 1002.001.2022





GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No: 700433207 Project No: 4355451 Start Date: 12/02/2022

Building Identification: Forest Park Fire Department Building Address: 7625 Wilcox St, Forest Park, IL 60130-1818 Building Owner: Village of Forest Park Installing Contractor: CSR ROOFING CONTRACTORS INC, 40001398

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials no manufactured or

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions. Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Umited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim do not resolve the that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim for all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

26 Century Blvd., Suite 205, Nashville, Tennessee 37214 800-428-4442 www.holcimelevate.com

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RED SHIELD[™] ROOFING SYSTEM LIMITED WARRANTY

Warranty No: 700433207 Project No: 4355451 Start Date: 12/02/2022

Building Identification: Forest Park Fire Department Building Address: 7625 Wilcox St, Forest Park, IL 60130-1818 Building Owner: Village of Forest Park Roofing Contractor: CSR ROOFING CONTRACTORS INC, 40001398

Main Roof

Red Shield - APP - 20 Year - 55 mph

Square Footage: 4,800

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak in the Elevate Roofing System ("System") caused by: normal weathering, manufacturing defects, or workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Elevate branded roofing membranes, Elevate branded roofing insulations, Elevate branded roofing metal, and other Elevate branded roofing accessories when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.

manufactured or supplied by Holcim are not covered under this Limited Warranty. Notice. In the event any leak occurs in the System, Owner must give notice in writing or by telephone to Holcim Warranty Services ("Warranty Services") within thirty (30) days of the occurrence of the leak. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the cause of the leak at its option. Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a licensed Elevate applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak. Exclusions. Holcim shall have no obligation to repair a leak or damage caused by: Hail; Winds of peak gust speed at or in excess of 55 mph calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; Any leak caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty; or, Failure to properly notify Holcim; Marranty Services as set forth herein.

<u>Transfer</u>. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim. <u>Alteration</u>. Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for a roof alteration, or failure to provide required documentation, shall render this Limited Warranty null and void.

> HOLCIM SOLUTIONS AND PRODUCTS US, LLC By: Michael Huber

Authorized Signature: Michael Hater

Title: Director of Warranty Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

> Page 3 of 3 1003.001.2022

AGENDA MEMO

Village Council Meeting Forest Park, Illinois January 23, 2023

Issue Statement

Request for Village Council Action: Resolution Approving and Ratifying the Execution of a Postage Equipment Maintenance Agreement with Pitney Bowes, Inc.

Background

The Village's postage machine is in need of repair and the proposed maintenance agreement will cover same.

Previously, a maintenance agreement was embedded in the annual purchase payment for the machine; now that the Village has paid off said postage machine and now fully owns same, a separate maintenance agreement with Pitney Bowes is now required.

Said postage machine is used daily in the Clerk's Office and the volume of its use is high. Staff recommends entering into a maintenance agreement with Pitney Bowes until such time the postage machine reaches the end of its useful life and or becomes obsolete.

Attachments

- Resolution authorizing and confirming Pitney Bowes maintenance agreement contract
- Pitney Bowes maintenance agreement contract

A RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF A POSTAGE <u>EQUIPMENT MAINTENANCE AGREEMENT WITH PITNEY BOWES, INC.</u>

WHEREAS, the corporate authorities of the Village of Forest Park ("Village") deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of Forest Park to provide for the maintenance of the Village's postage equipment ("Equipment"); and

WHEREAS, Pitney Bowes has previously and proposes to furnish maintenance services for the Equipment ("Proposal"); and

WHEREAS, the Village is desirous of approving and ratifying the prior execution of the Proposal by the Mayor, on behalf of the Village.

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

<u>Section 1</u>. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Proposal, a copy of which is attached hereto as Exhibit A, is hereby approved.

<u>Section 3</u>. The Mayor is hereby authorized and his prior execution thereof of the Proposal is hereby ratified, as attached hereto as and made a part hereof as <u>Exhibit A</u>, his execution thereof to constitute conclusive evidence of his approval of the same.

<u>Section 4</u>. The officials, officers and employees of the Village are hereby authorized to take such further action and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Proposal.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, 23rd day of January, 2023.

AYES:	
NAYS:	
ABSENT:	

APPROVED by me this 23rd day of January, 2023.

APPROVED:

Mayor Rory E. Hoskins

ATTESTED and filed in my office this _____ day of January, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT "A"

PITNEY BOWES MAINTENANCE PROPOSAL



PRICE QUOTATIONS ON MAINTENANCE AGREEMENTS AND **POSTAGE METER RENTAL CONTRACTS** ****THIS IS NOT A BILL! ****

January 16, 2023

VILLAGE OF FOREST PARK 517 DES PLAINES AVE FOREST PARK, IL 60130-1800

Dear Valued Customer:

Please accept this as a written confirmation of our current NASPO Pricing ADSPO16-169897 This price is only for the models and serial numbers of equipment indicated below and is contingent upon either current active SLA coverage or inspection and repair by Pitney Bowes.

The following price quote(s) are for an Annual agreement price billed: Annually 11/8/2022 - 11/7/2023 Install Account Number: 0013190668

Model:	Serial #:	Description	Program ID
MSF4	6009227	Connect+ 1000 DLA Preloaded Feeder	STDSLA
MPR1	0050963	MailStream Mono Printer Module	STDSLA
MSD1	0111313	10in Color Touch Display	STDSLA
1E28	0010845	Desktop Thermal Roll Printer	STDSLA

Annual Total:

\$717.42

Quoted amounts do not include any applicable state or local taxes.

Reminder: Account Number and Serial Number must be included on your Purchase Order

Authorized Signature

Purchase Order

AGENDA MEMO

Village Council Meeting Forest Park, Illinois January 23, 2023

Issue Statement

Request for Village Council Action: Resolution Rescinding Resolution No. R-103-22 and Authorizing Approval of a Financial Advisor Letter Agreement By and Between the Village of Forest Park and Ice Miller

Background

Following the Council's adoption of the above noted resolution on November 14, 2022, Kane McKenna Capital advised the Village that it would no longer be able to provide the Village with continuing financial disclosure undertaking services regarding its (the Village's) debt obligations.

The firm of Ice Miller is able to provide the Village such services at a similar cost to Kane McKenna Capital; said firm is nationally recognized as an entity that is fully qualified to provide said financial disclosure services.

For more information regarding the Village's November 2022 engagement with Kane McKenna Capital, please refer to <u>said meeting packet</u> on the Village's website.

Attachments

- Resolution approving Letter Agreement with Ice Miller
- Ice Miller Letter Agreement

RESOLUTION NO. R-____-23

A RESOLUTION RESCINDING RESOLUTION NO. R-103-22 AND AUTHORIZING APPROVAL OF A FINANCIAL ADVISOR LETTER AGREEMENT BY AND BETWEEN <u>THE VILLAGE OF FOREST PARK AND ICE MILLER</u>

WHEREAS, the Village of Forest Park ("Village") requires the need for specialized financial advisory services for the purpose of assisting the Village with matters pertaining to continuing disclosure undertakings for various Village debt obligations ("Disclosure Undertakings"); and

WHEREAS, on November 14, 2022, the Village passed Resolution No. R-103-22, waiving competitive bidding and accepting a proposal from Kane McKenna Capital, Inc. ("KMC") to assistant with Disclosure Undertakings; and

WHEREAS, subsequent to the approval of and engagement with KMC, KMC advised the Village it will no longer be providing the required services to assist the Village with regard to the Disclosure Undertakings; and

WHEREAS, due to the immediate and continued need for professional skills required to assist and provide the Village with respect to the Disclosure Undertakings, in lieu of KMC, the Village sought alternate engagement proposals with qualified providers, and it is, in the opinion of a majority of the corporate authorities of the Village, advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and engage substitute professional financial advisory services for the purpose of assisting the Village with matters pertaining to the Disclosure Undertaking for various Village debt obligations; and

WHEREAS, it is in the best interests of the Village to enter into that certain letter agreement, dated January 9, 2023 ("Letter Agreement"), by and between the Village and special counsel, Ice Miller, for the purpose of assisting the Village with matters pertaining to the referenced Disclosure Undertakings.

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

<u>Section 1</u>. The foregoing recital clauses to this Resolution are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The corporate authorities of the Village hereby rescind Resolution No. R-103-22.

<u>Section 3</u>. It is hereby determined that, due to professional skills required to perform the financial advisory services, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and accept the agreement with Ice Miller to provide the requested scope of services for the referenced Disclosure Undertakings.

<u>Section 4</u>. The Village Administrator be and is hereby authorized to execute on behalf of the Village that certain Letter Agreement by and between the Village and Ice Miller, as attached hereto as and made a part hereof as Exhibit "A."

Section 5. 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 23rd day of January, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd day of January, 2023.

ATTESTED

Rory E. Hoskins, Mayor

Vanessa Moritz, Village Clerk

EXHIBIT "A"

ICE MILLER LETTER AGREEMENT



200 W. Madison Street Suite 3500 Chicago, IL 60606-3417

January 9, 2023

Via Email: lolmsted@forestpark.net

Ms. Letitia Olmsted, Finance Director Village of Forest Park 517 Des Plaines Avenue Forest Park, Illinois 60130

Re:

Village of Forest Park, Cook County, Illinois (the "Village") Engagement to Perform Continuing Disclosure Services

Dear Ms. Olmsted:

We are pleased to provide an engagement letter for our services as Special Counsel to the Village for annual continuing disclosure compilation and filing, and miscellaneous filings related thereto (collectively, the "*Project*"). For convenience and clarity, we may refer to the Village in its corporate capacity and to you, the Village officers (including the governing body of the Village) and employees and general and other special counsel to the Village, collectively as "you" (or the possessive "*your*"). The purpose of our engagement, briefly stated, is to assist the Village with its annual continuing disclosure compliance obligations contained in its outstanding continuing disclosure undertakings as made under Rule 15c2-12 of the Securities Exchange Act of 1934 (each, a "*CDU*" and collectively, the "*CDUs*"). You are retaining us for this limited purpose as further described below.

A. DESCRIPTION OF SERVICES

As Special Counsel to the Village for the Project, we will work with you to research and compile necessary materials to be timely filed with the Electronic Municipal Market Access system created by the Municipal Securities Rulemaking Board (and commonly known as *"EMMA"*), all in accordance with the existing CDUs of the Village. We intend to undertake each of the following as necessary:

- 1. File with EMMA on behalf of the Village the audited financial statements of the Village each fiscal year ended April 30 beginning with the year ending April 2022.
- 2. Research the required annual financial information (the "Annual Financial Information") required to be filed annually by the Village pursuant to the CDUs.

Ice Miller LLP	icemiller.com

Village of Forest Park Ms Letitia Olmsted Page Two January 9, 2023

- 3. Ask and discuss with you as to any material events or reportable events that have occurred since the last CDU filings and review any related notices that were filed. Note that other than discussing such matters with you, we will not make any independent investigation to determine whether such material events or reportable events have occurred and whether appropriate related notices were filed with EMMA.
- 4. Compile the Annual Financial Information and, following your review and consent, file the Annual Financial Information with EMMA.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Special Counsel to the Village for the Project are limited as stated above. The Village may have other ongoing responsibilities with respect to its outstanding bonds (such as federal tax law reporting requirements) and we are not being engaged to discuss or review whether the Village is in compliance with such responsibilities. Notably, our duties as Special Counsel to the Village for the Project *do not* include:

- 1. Giving any advice, opinion or representation as to the continued financial feasibility of the Village's ability to meet its payment obligation with respect to its outstanding bonds, or the investment of any remaining bond proceeds. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.
- 2. As noted above, independently establishing whether any material events or reportable events have occurred and if so whether appropriate notices were filed with EMMA, independently establishing the veracity of certifications and representations of you with respect to prior compliance with outstanding CDUs.
- 3. Representing your interests in any matters unrelated to the Project other than as part of a separate engagement.
- 4. Any other matter not specifically set forth above in Part A.

C. ATTORNEY-CLIENT RELATIONSHIP: REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorneyclient relationship will exist between us. However, our services as Special Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment Village of Forest Park Ms Letitia Olmsted Page Two January 9, 2023

bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. Accordingly, in light of all such relationships and consultations, we are requesting the Village's consent to any conflict of interest that may exist or arise in our representation of the Village in connection with our limited engagements for the Village relating to the Project.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "governmental units"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the Project.

- 1. In performing the services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. We do not ordinarily attend meetings of the governing body of the Village at which the Project is discussed unless special circumstances require our attendance.
- 2. The documents which are prepared or reviewed by us, and the factual representations which may also be contained in such documents, are essential to the accurate completion of the Project. Accordingly, it is important for you to read, understand and provide comments with respect to such documents.
- 3. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents appear reasonable to us, and are not corrected by you, we are relying upon you for their truth, accuracy and completeness.

E. FEES

As is customary, we will bill our fees as Special Counsel on a flat-fee basis instead of hourly. Unanticipated disbursements and other non-fee charges will be billed separately and in

Village of Forest Park Ms Letitia Olmsted Page Two January 9, 2023

addition to our fees for professional services. Our fee for the Project will be \$3,000. If the work to correct filings missed prior to the date of this letter proves to be particularly time-consuming, we will discuss with you a reasonable increase in the fee. The continuation of this agreement is dependent upon our fee as Special Counsel being mutually agreeable to you and to us.

Our statement of charges will be rendered upon the completion of the Project. If, for any reason, the Project is not completed or our services are terminated prior to completion of the Project, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Project, with assistance as needed from other members of our public finance department.

F. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the completion of the Project, which will occur once the agreed filings are made with EMMA.

Please note that you are engaging us as Special Counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to completion of the Project, any papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the Project, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Village of Forest Park Ms Letitia Olmsted Page Two January 9, 2023

G. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ICE MILLER LLP

James Snyder

Accepted by and on behalf of the Village of Forest Park, Cook County, Illinois, this _____ day of _____, 20___.

VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

By:_____

Its:_____

JMS;ljk

4879-1663-6743.1

AGENDA MEMO

Village Council Meeting Forest Park, Illinois January 23, 2023

Issue Statement

Request for Village Council action: Resolution of the Village of Forest Park in Support of Tax Increment Financing

Background

In anticipation of potential legislative proposals at the State level that may be harmful to or reduce the effectiveness of Tax Increment Financing Districts (TIF), the Illinois Municipal League has asked that municipalities adopt resolutions to indicate local support for the needed public improvement projects and developments that TIF Districts fund, encourage and incentivize.

For several decades, Forest Park has used local TIF Districts to complete much needed public improvement projects to improve and incentivize its business corridors, resulting in higher property values (and tax revenues) within said areas.

Attachments

- Resolution supporting TIF Increment Financing
- IML TIF District Fact Sheet

RESOLUTION NO. R-____-23

A RESOLUTION OF THE VILLAGE OF FOREST PARK IN SUPPORT OF TAX INCREMENT FINANCING

WHEREAS, the Village of Forest Park ("Village"), has the responsibility to promote economic development and revitalization of underperforming areas within the Village; and,

WHEREAS, the Village recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and,

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the Village; and,

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the Village; and,

WHEREAS, the Mayor and the Village Council of the Village of Forest Park find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the Village.

NOW, THEREFORE, be it resolved by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The Village of Forest Park urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The Village Clerk of the Village of Forest Park shall forward a copy of this Resolution to the Illinois Municipal League.

PASSED THIS 23rd day of January, 2023.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS 23rd day of January, 2023.

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

FACT SHEET

TAX INCREMENT FINANCING (TIF)



BACKGROUND

Illinois adopted Tax Increment Financing (TIF) in 1977. A reform to this law was enacted in 1999. Since the first TIF statute was adopted by the State of California in 1952, 49 states have passed legislation authorizing the use of TIF. According to the most recently available data from the Illinois Office of Comptroller (IOC), there may be up to 1,496 TIF districts located in as many as 537 Illinois municipalities.

WHAT IS TIF?

TIF is a mechanism for municipalities to spur economic development in specific geographic areas that are blighted and deteriorating. To do this, local taxing bodies create a TIF redevelopment project area, or TIF district, whereby the Equalized Assessed Value (EAV) of the property in the area is set at a base amount. Property taxes collected on properties included in the TIF district at the time of its designation continue to be distributed to the school districts and all other affected taxing districts in the same manner as if the district did not exist. Establishment of a TIF does not reduce property tax revenues available to the overlapping taxing bodies.

A tax increment is the difference between the amount of property tax revenue generated before TIF district designation and the amount of property tax revenue generated after TIF designation. Only property taxes generated by the incremental increase in the EAV of these properties after that time are available for use in the TIF district by a municipality.

HOW IS A TIF DISTRICT CREATED?

In order to establish a TIF district, a local government must find that development or redevelopment of the area would not occur "but for" the creation and use of TIF. Illinois law specifies a number of requirements that must be satisfied for an area to qualify as a TIF district, beginning with identifying the district and the physical and economic deficiencies that need to be cured. Specifically, state law requires that the proposed area must meet one or more of three conditions:

- 1. Blighted conditions;
- 2. Conservation conditions; and,
- 3. Industrial park conservation conditions.

If one or more of these conditions is identified, municipal officials and a Joint Review Board, made up of representatives from affected local taxing bodies, must review a plan for the redevelopment of the TIF area. A public hearing must be held where residents and other interested parties can express their thoughts on the subject. If the plan for redevelopment is approved by the Joint Review Board, the

municipality may adopt the plan by a majority vote of the corporate authorities. If the Joint Review Board rejects the plan for redevelopment, the municipality may proceed but the plan must be approved by a three-fifths vote of the corporate authorities. Finally, the mayor or village president will sign the ordinance into law. No state or federal approval is required for creation.



HOW DOES TIF WORK AFTER CREATION?

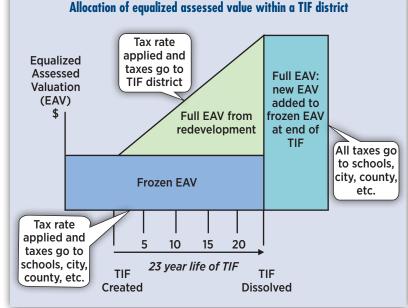
The growth of the EAV of property within the TIF district (the increment) is collected into a special fund for use by the municipality to make additional eligible investments in the TIF project areas. The reinvestment generates additional growth in property value, which results in more revenue growth for reinvestment. Once a redevelopment project is completed and has been paid for, the TIF district may be

dissolved and the tax base returned to full use by all eligible taxing bodies.

HOW LONG DOES A TIF DISTRICT LAST?

Under Illinois law, a TIF district may last for up to a maximum of 23 years. This period can be extended by 12 additional years upon approval by the Illinois General Assembly. In some cases, the General Assembly has extended TIF districts twice, for a total of 47 years. Municipalities seeking extensions must receive approval from the General Assembly, which requires, by rule, letters of support from overlapping units of local government whose boundaries fall within the TIF district.

OTHER FUNDING SOURCES BESIDES TIF



Source: The "Final Report of the TIF Reform Task Force," June 1, 2018.

TIFs are more frequently used now because other development tools, like Industrial

Revenue Bonds and Urban Development and Infrastructure Grants, are no longer readily available to local governments.

Federal and state aid to local governments has been reduced. At the same time, unfunded federal and state mandates have increased the financial burden on most municipalities. Factor in state imposed property tax caps, and the funding problems facing local governments make it obvious that local governments are left to do more with less.

TIF offers local governments a resource to revitalize their communities by expanding their tax base, offsetting, in part, the federal and state funds that are no longer available to them without imposing increased taxes on the whole community.

WHAT CAN TIF BE USED FOR?

TIF funds may be used to reimburse eligible "redevelopment projects costs" as defined in the Act.¹ The statute provides a comprehensive list of associated project and reimbursement costs which may include, but are not limited to, the following actions occurring within the TIF district:

- Administration of a TIF redevelopment project;
- Property acquisition, renovation, rehabilitation and demolition;
- Construction of public works or improvements;
- Job training related to the TIF area;
- Financing costs, including interest assistance;
- Studies, surveys and plans;
- Marketing related to sites within the TIF; and,
- Professional services, such as architecture and design services.

¹ 65 ILCS 5/11-74.4-3(q).



DESIGNATION AND DISTRIBUTION OF SURPLUS FUNDS

The TIF Act provides that any portion of an annual ending balance of a TIF fund that has not been identified (or is not identified as being required, pledged, earmarked or otherwise designated for payment or securing of obligations or anticipated redevelopment project costs) shall be designated as surplus. (Section 11-74.4-7)

The Act also provides for the distribution of surplus funds annually, within 180 days after the close of a municipality's fiscal year. Surplus funds are paid by the municipal treasurer to the county collector, the Illinois Department of Revenue (IDOR) and to the municipality in direct proportion to the incremental tax revenue received. The county treasurer is then required to make distributions to the respective taxing districts.

TIF REPORTING REQUIREMENTS

The Act currently requires TIF municipalities to submit a report to IOC, and all taxing districts overlapping the redevelopment project area, no later than 180 days after the close of each municipal fiscal year detailing information about a TIF district. The report must include, but is not limited to, an analysis of the special tax allocation fund, a statement setting forth all activities undertaken in furtherance of the objectives of a TIF District Redevelopment Plan, a legal opinion that the municipality is in compliance with the TIF Act and any amendments to the redevelopment plan.

On May 28, 2021, the General Assembly passed HB 571 (Rep. Carroll, D-Northbrook/Sen. Gillespie, D-Arlington Heights). This legislation amends the TIF Act and expands mandated reporting requirements to include a comparison between the original projected increment and jobs for the TIF district, the actual amount of increment and jobs created to date, and an update on the stated rate of return for a development and the actual debt service on any notes issued by the municipality. In addition, HB 571 authorizes municipalities to select a consultant to provide an analysis of the projected increment and the actual debt service on any notes issued by the municipal League (IML) opposed the legislation as an unfunded mandate.

IML ADVOCACY

IML and numerous local elected officials, as well as the General Assembly – shown through its continued actions granting and extending TIF designations – firmly believe in the value of TIF as a mechanism to spur economic development in communities across the state.

While IML will not advocate for proposals that would be harmful to or reduce the effectiveness of TIF, we remain committed to serving as a partner with and all stakeholders in improving and addressing perceived issues with the TIF Act.

iml.org





7555 Jackson Blvd Forest Park IL 60130 708-366-7171 www.fppl.org

Monday, January 11

Mayor Rory Hoskins Commissioners of the Village of Forest Park 517 Des Plaines Avenue Forest Park IL 60130

Dear Mayor and Commissioners:

I am writing to respectfully request permission to use The Grove on Saturday, May 20 from 2-4 pm for a kids outdoor science program. This event will be open to the public. All details are listed in the application.

Thank you for your attention to our request.

Sincerely,

Sue hum

Sue Quinn Interim Library Director



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

1	10	23	
(Date)			

INFORMATION:

Name of Entity Forest Park Public Library Street Address: 7555 Jackson Blvd Phone: (108) 366 - 7171						
Street Address: 7555 Jackson Blvd Phone: (108) 346-7171						
City, State, Zip Code: Forest Park 12 60130						
Name of Owner: Sue Quinn Phone: (108) 689-6112						
Person to Contact: ARce and Susan Farnum Phone: (108)689-6121						
Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):						
Use of the grove for free Kids science program with the Library.						
program with the Library.						
Schedule (Give dates and times, including set up and tear down):						
Saturday May 20 2-4pm						
Proposed location (Include sketch of layout with measurements): The Grove						
General description of use as well as any special requests:						
Outdoor Science day Kids event for the Library						
* open bathrooms						

Anticipated needs of	Village personnel,	equipment and/o	or property:	Open	Duthro	oms
1	01	1 1				

INSURANCE:

No later than ten (10) days prior to the event, 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 below. Such insurance shall be maintained during the term of use.

Such certificate shall include the following language: "The Village of Forest Park, its corporate authorities, officiers, officials, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of (entity name) while present in the Village of Forest Park."

The Applicant shall also attach proof that the appropriate workers compensation and employer's liability insurance have been provided for the employees of the requesting entity.

Certificate attached _________(initials)

INDEMNITY AGREEMENT:

The Applicant shall sign a Non-Exclusive Permit and Indemnity Agreement with the Village of Forest Park holding the Village harmless of any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.

SURETY BOND REQUIRED

In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date.

MISCELLANEOUS:

Specify any other circumstances, conditions, or anticipated needs not covered 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.

Sue Runne Signature Sue QUINA Print Name Library Director

Title

Date

APPROVED:

Page 3

Village Clerk

Date

Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this <u>day of 11 th of January</u>, 20 23, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and Forest Park Public Library (herein referred to as "Applicant").

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 <u>Library Program</u> ("Purpose"), and the Village is willing to grant Applicant a nonexclusive 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 1 day(s), beginning 5at May 20, 2023, at 2 a.m. p.m., and ending May 20, 2023, at 1 a.m./p.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.

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

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

ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any (9) 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 of Forest Park, an Illinois municipal corporation

By: ______ Rory E. Hoskins, Mayor

Attest: Vanessa Moritz, Village Clerk

APPLICANT

Name: <u>SUL QUINN FPPL Director</u> By: <u>Aul Ruin</u>







7555 Jackson Blvd Forest Park IL 60130 708-366-7171 www.fppl.org

Thursday, January 19

Mayor Rory Hoskins Commissioners of the Village of Forest Park 517 Des Plaines Avenue Forest Park IL 60130

Dear Mayor and Commissioners:

I am writing to respectfully request permission to hang the Black History Month banner to adverstise the program series created by the Library and the Histrorical Society of Forest Park. The banner will read Black History Month, February 2023, and include the website.

Thank you for your attention to our request.

Sincerely,

Lue humi

Sue Quinn Interim Library Director

Forest Park Chamber of Commerce & Development PO Box 617 Forest Park, IL 60130 Phone (708) 366-2543 • Cell (708) 828-2158

January 9, 2023

Mayor Rory Hoskins Village of Forest Park 517 Desplaines Avenue Forest Park, IL 60130 Commissioners Village of Forest Park 517 Desplaines Avenue Forest Park, IL 60130

Dear Mayor Hoskins & Commissioners:

On behalf of the Board of Directors of the Forest Park Chamber of Commerce, I would like to request permission to hang street banners for our 27th annual St. Patrick's Day Parade.

The Parade is scheduled for Saturday, March 4, 2023 – kicking off at Van Buren and Madison at 1 p.m.

As always, the Chamber will meet with police, fire, public works and Village administration to review details.

We'd also like to request permission to hang street banners for our Spring Wine Walk – Saturday, April 22 from 1 to 5 pm.

Thank you for your continued support. Please let me know if have any questions or concerns.

Sincerely,

Jamie Hokener

Laurie Kokenes Executive Director Forest Park Chamber of Commerce

cc/Moses Amidei cc/Rachell Entler

O'Sullivan's Public House 7244 Madison Forest Park, IL 60130

January 17th, 2023

The Honorable Rory E. Hoskins Village of Forest Park 517 DesPlaines Avenue Forest Park, Illinois 60130

Dear Mayor Hoskins,

I write this letter as a formal request for O'Sullivan's to use a portion of Marengo Avenue south of Madison Street to erect a tent for the St. Patrick's Parade Day, Saturday, March 4th, 2023.

We intend to erect the tent the morning of Friday, March 3rd, 2023. The tent will be the same size as in past years (20x60-feet) and shall primarily be used for families to have a place to congregate for lunch and as a meeting spot for the Mercy Home School for Boys and Girls. Mercy Home School meets with their volunteers in the tent before and after the parade. In addition, in 2020 & 2022, we hosted members of the Forest Park Fire Department at the tent to set up a table for a fundraising opportunity selling merchandise attire. We would happily host them again for this year. In the afternoon we have the plan to host Irish dancers, a small group playing live music 2-6pm, and a DJ from 7-9pm, all of whom we have used without issue for the past several years.

This will be our 19th year hosting these groups, and we have always maintained a professional atmosphere. We ask to have the tent up until the morning of Monday, March 6th, 2023, to allow time for the rental company to break it down and remove it.

We thank you for your consideration of our request, and for the continued support of the business community and these various not-for-profit organizations.

Sincerely,

Anthony Crawford General Manager O'Sullivan's Public House



(Date)

INFORMATION:
Name of Entity O'Sullivan's Public Have
Street Address: 7244 Marikon Street Phone: (708) 366-6667
City, State, Zip Code: Forest Park 12 60130
Name of Owner: JAMES WATTS (Daniel WATS) Phone: 312 543-8029
Person to Contact: Arthony Crawford Phone: 108 556-7655
Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.): USC of Street
on Rost side of Marchao Ave, south of Madison Street for
20'x60' test
Schedule (Give dates and times, including set up and tear down): D3/D3/23 Barn Set-up
03/06/23 Sam-Ilan Breakdown
Proposed location (Include sketch of layout with measurements): 105th parting Spapes of
east side of Marenyo Arene, sath of Madyson Street that will
still allow passing of one-way tratific when permitted
Still duois passing - a story from a first
General description of use as well as any special requests: USL of text is tor a lunch
a the day sect for families meding theathering sect for Merry
The Restard Ford Pack Ford here for
Children The Children
The providence of the state of
The music band (two performers) I Is for jestine experioritien,

Use of the Public Way Application Anticipated needs of Village personnel, equipment and	Vor property: UDALICE Bartica	des t Page 2
HE France Darrieades, and any	Accessory personnel to	set-up
requested equipment		

INSURANCE:

No later than ten (10) days prior to the event, 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 below. Such insurance shall be maintained during the term of use.

Such certificate shall include the following language: "The Village of Forest Park, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of (entity name) while present in the Village of Forest Park."

The Applicant shall also attach proof that the appropriate workers compensation and employer's liability insurance have been provided for the employees of the requesting entity.

Certificate attached <u>NOVI72023</u> (initials)

INDEMNITY AGREEMENT:

The Applicant shall sign a Non-Exclusive Permit and Indemnity Agreement with the Village of Forest Park holding the Village harmless of any claim that may arise from their use of designated public property, right-ofway, or equipment in conjunction with the permitted use.

SURETY BOND REQUIRED

In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date.

MISCELLANEOUS:

Specify any other circumstances, conditions, or anticipated needs not covered 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 Print Name Date Title

i nic

APPROVED:

Village Clerk

Date



Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this $\underline{H}^{+}_{\text{day of }}$ day of $\underline{M}_{\text{(acc)}}$, 2023, by and between the Village of Forest Park, Illinois, an Illinois, municipal corporation (herein referred to sometimes as "Village") and $\underline{O}^{+}_{\text{(acc)}}$, (herein referred to as "Applicant").

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 _______ ("Purpose"), and the Village is willing to grant Applicant a nonexclusive 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 f_{00} day(s), beginning $M_{urch} 3^{cd}$, 2023, at $g_{urch} 3^{cd}$, a.m/p.m., and ending $M_{urch} 6^{m}$, 2023, at 11^{cd} a.m/p.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.

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

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

ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any (9) 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 of Forest Park, an Illinois municipal corporation

By: _____ Rory E. Hoskins, Mayor

Attest: ________ Vanessa Moritz, Village Clerk

APPLICANT

Name: D'Sullivon's Public Hous By: Adhang R. Crawford

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/23

6					=			IBON THE CERTIFICATE U	OLDER THIS
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HORTE									
		the	certil	licate noider in lieu of su	CONTAC	T			
		-			NAME: PHONE	Ext): (708)6	13-5844	FAX (A/C, No): (708	3)366-0336
	BRIDE INSURANCE AGENCY LT	J			É-MAIL	s: bill@mc	brideinsur	ance.net	
	S Grove Avenue				AUDICES			DING COVERAGE	NAIC #
	k Park, IL 60304 ense #:				INSURE	A: BADGE	R MUTUA	L I.C.	
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	O'SULLIVAN'S PUBLIC				INSURE	RD:			
	7244 WEST MADISON S				INSURE	RE:			
	FOREST PARK, IL 60130)			INSURE	RF:			
		C. March		NUMBER:		N ISSUED TO	THE INCLIDE	REVISION NUMBER:	POLICY PERIOD
IN	VERAGES CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH			THE INSURANCE AFFOR	DED BY	THE POLICIE	S DESCRIBE PAID CLAIMS.	D HEREIN IS SUBJECT TO AL	O WHICH THIS L THE TERMS,
		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	1,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) >	500,000
				San tenani sette - Virsan Shaepalas			10/00/00	MED EXP (Any one person) \$	<u>5,000</u> 1,000,000
A				00628-18893		12/23/22	12/23/23	PERSONAL & ADV INJURY \$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	1,000,000
	POLICY PRO- JECT LOC							\$	1,000,000
	OTHER:							COMBINED SINGLE LIMIT \$	1,000,000
								BODILY INJURY (Per person) \$	
	ANY AUTO			00628-18893		12/23/22	12/23/23	BODILY INJURY (Per accident) \$	
A	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY			00020-10000				PROPERTY DAMAGE \$ (Per accident)	
	AUTOS ONLY AUTOS ONLY							\$	
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1	DED X RETENTIONS 10,000	1						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER	500 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		00628-18893	12/23/22	12/23/23	E.L. EACH ACCIDENT \$	<u>500,000</u> 500,000	
A	(Mandatory in NH)	1	1	00020-10000				E.L. DISEASE - EA EMPLOYEE \$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT \$	\$1,000,000
A	LIQUOR LIABILITY			00628-18893		12/23/22	12/23/23		
-	SCRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES	ACOR	D 101, Additional Remarks Schee	dule, may	be attached if mo	re space is requ	ired)	
Th	e Village of Forest Park, its corporate a	utho	rities,	officers, officials,	nade ado	ditional			
boards,commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related									
1 +0	the exerctions of O'SULLIVAN'S PUBL	IC H	OUSE	while present in the Villag	ge of Fo	rest Park.			
C	OVERAGE CONTEMPLATES USE OF SI	DEW	ALKI	N FRONT/SIDE OF PREMI	SES AN	D ANY STREE	TAREAS		
C	CERTIFICATE HOLDER CANCELLATION								
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE								
VILLAGE OF FOREST PARK				TH	E EXPIRATIO	N DATE T	HEREOF, NOTICE WILL BE	DELIVERED IN	
1	517 S. DESPLAINES A				AC	CORDANCE W	TH THE POL	ICY PROVISIONS.	
FOREST PARK, IL 60130			AUTHORIZED REPRESENTATIVE						
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