



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, October 23, 2023  
Lower Level of Village Hall  
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 851 9172 7947; Passcode 499323 or click here:  
<https://us02web.zoom.us/j/85191727947?pwd=WW9pakdWeDRzNEV2MGZ4aS9Uc0Jpdz09>

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE OCTOBER 10, 2023 REGULAR MEETING OF THE COUNCIL**  
**APPROVAL OF THE MINUTES FROM THE OCTOBER 10, 2023, CLOSED MEETING OF THE COUNCIL**

**PUBLIC COMMENT:** - emailed public comment can be sent to the village clerk at [vmoritz@forestpark.net](mailto:vmoritz@forestpark.net) prior to 6:30 p.m. the day of the meeting

**COMMUNICATIONS:**

**DEPARTMENT REPORTS:**

1. Fire Department – September Report

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Ordinance waiving bid and approving and authorizing the execution of a Professional Financial Services Agreement with Lauterbach & Amen;
2. Ordinance authorizing the buildout purchase for two Village of Forest Park Police Department 2023 Dodge Durango Police Vehicles;
3. Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for the Village Hall Parking Lot Paving Project with CBBEL;
4. Resolution authorizing the execution of an extension to an IGA with Cook County for the Van Buren Street Multi-Use Path Grant; and
5. Resolution approving Pay Request #1 for the Water Tower Paving Project from Chicagoland Paving Contractors, Inc.
6. Approval: 2024 Village Council Meeting Schedule
7. Approval: Banner Requests- Housing Forward
8. Approval: Ratification of Use of the Grove Request: Forest Park Theater

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**ADJOURNMENT**

9. Adjourn into closed session pursuant to 5 ILCS 120/2(c)(11) to consider litigation

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON TUESDAY EVENING, OCTOBER 10, 2023**

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

**ROLL CALL**

Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the September 26, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSTAIN:** Commissioner Nero

The motion carried.

**PUBLIC COMMENT**

Mr. Joseph Sullivan, owner of Duffy's Tavern, strongly urged the Village Council to approve the conditional use permit for the performance venue, as it will bring more culture to Forest Park as well as provide additional tax revenue.

Mr. Steven Backman spoke in support of the performance venue's approval, adding that it will be a benefit for the village. Mr. Backman further supported the addition of permeable pavers for the Constitution Court parking area. Last, Mr. Backman expressed his concern for the illegal and non-conforming building at 7713 Wilcox, adding that he has not heard back from the village regarding this.

Ms. Sally Engel reported her observation that the noise level along Madison Street is extremely high and urged the village to enforce the noise ordinance. Ms. Engel further commented that while there are many cannabis dispensaries nearby Forest Park, there is nowhere in town to buy groceries.

Mr. John Kazar expressed his concerns about 7713 Wilcox, which he lives next door to. He felt that there should have been a variance for building on a 25-foot lot, as a 50-foot lot is the requirement. Mr. Kazar felt this is a significant error that affects his property value and requested a return call or some type of efforts from the village to rectify this.

Ms. Amelia Burford spoke in support of approving the music venue for the Downtown district.

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

None

**APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$636,818.76.

**R-91-23  
APPROVAL OF BILLS IN  
THE AMOUNT OF  
\$636,818.76  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance authorizing the sale or disposition of surplus property (police equipment and vehicle) of the Village of Forest Park be adopted.

**O-43-23  
ORDINANCE AUTHORIZING  
SALE OF SURPLUS  
POLICE EQUIPMENT AND  
VEHICLES  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Ordinance granting a conditional use permit for a performance venue in the DBD Downtown Business District: 7321 Madison Street, Unit 100, be adopted.

**O-44-23  
ORDINANCE GRANTING  
CONDITIONAL USE PERMIT  
FOR PERFORMANCE  
VENUE IN DBD  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
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 Ordinance waiving bid and authorizing the acceptance of a proposal for IT Coordination and Consulting services by and between Techno Consulting, Inc. and the Village of Forest Park be adopted. Commissioner Voogd pointed out some inconsistencies in the verbiage outlining the compensation, which need to be corrected, so the Roll Call vote was subject to the necessary corrections.

**O-45-23**  
**ORDINANCE APPROVING**  
**IT SERVICES AGREEMENT**  
**WITH TECHNO**  
**CONSULTING, INC.**  
**APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
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 Ordinance waiving bid and authorizing the acceptance of a Master Software Licensing Agreement for adjudication software by and between DACRA Tech LLC and the Village of Forest Park be adopted.

**O-46-23**  
**ORDINANCE APPROVING**  
**LICENSING AGREEMENT**  
**WITH DACRA TECH LLC**  
**APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
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 Ordinance waiving bid and authorizing the acceptance of a True North Cloud Hosting Master Agreement and Cloud-based police records management system by and between CAPERS North America, LLC and the Village of Forest Park be adopted.

**O-47-23**  
**ORDINANCE APPROVING**  
**POLICE RECORDS**  
**MANAGEMENT**  
**AGREEMENT WITH**  
**CAPERS NORTH AMERICA**  
**APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution authorizing the award for the Village Hall Parking Lot paving project contract to A Lamp Concrete Contractors be adopted.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-92-23  
RESOLUTION AWARDING  
VILLAGE HALL PARKING  
LOT PAVING PROJECT TO  
A LAMP CONCRETE  
CONTRACTORS  
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Resolution approving and authorizing the execution of the application for Green Infrastructure Grant Opportunities (FY 2024) with the Illinois Environmental Protection Agency (Constitution Court Permeable Pavers Parking Lot) be adopted. It was discussed that this application will potentially capture up to 240,000 gallons of stormwater per event. It was further discussed that the green projects come at a higher price tag, and this project in particular has a \$350,000 local match requirement, which will likely be made through the village's VIP fund.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-93-23  
RESOLUTION APPROVING  
APPLICATION FOR GREEN  
INFRASTRUCTURE GRANT  
OPPORTUNITIES  
APPROVED**

It was moved by Commissioner Maxham and seconded by Commissioner Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Probationary Firefighter Eligibility List to fill a vacancy.

**APPOINTMENT OF ONE  
PROBATIONARY  
FIREFIGHTER  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd to reappoint Andrew DePriest and Burhan Syed to the Safety and Traffic Commission.

**ANDREW DePRIEST AND  
BURHAN SYED  
REAPPOINTED TO SAFETY  
AND TRAFFIC  
COMMISSION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve liquor licenses for the following establishments:

- Famous Liquors – 7714 Madison Street
- Cardinal Liquors – 7533 Roosevelt Road
- China Dragon 2 – 7600 Madison Street

**LIQUOR LICENSES  
APPROVED FOR NEW  
OWNERS OF EXISTING  
BUSINESSES  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to authorize and ratify the mayor's signature on an agreement with Lyric Opera of Chicago, associated with Senior Citizen and Community Relations functions organized by the Community Center.

**COMMUNITY CENTER  
EVENT AGREEMENT  
RATIFIED  
APPROVED BY MOTION**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Proclamation designating October 18, 2023, as Village of Forest Park Unity Day.

**OCTOBER 18, 2023,  
PROCLAIMED AS UNITY  
DAY IN THE VILLAGE OF  
FOREST PARK**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

## **ADMINISTRATOR'S REPORT:**

Interim Village Administrator Entler reported that the village's annual Health Fair is being held on October 25<sup>th</sup> at the Community Center. The administrator further reminded residents that October is Breast Cancer awareness month and asked them to be sure to get the appropriate mammogram.

## **COMMISSIONER'S REPORTS:**

Commissioner Nero reminded residents that all of the elected officials are approachable by email and phone, which contact information is available on the village's website. The commissioner encouraged residents to use these methods of contact as posting on social media is an ineffective way to contact the village and its officials.

Commissioner Melin-Rogovin reported that she attended a domestic violence awareness rally in Oak Park and attended the Library's kickoff event for their Freedom to Read campaign.

Commissioner Voogd stated that she is looking forward to receiving the report from the public input meeting at Grant-White School, concerning the potential uses for the building, which is not currently being used by the School District. The commissioner further thanked Ms. Steer for her efforts in promoting the Unity Day Pledge, and reminded the adults in Forest Park to set a good example for the children of the community, when it comes to bullying.

Mayor Hoskins reported that all of the Mayors, Fire Chiefs and Police Chiefs in School District 209 were invited to attend a meeting and collaborate with one another. Forest Park was well represented. The Mail Facility on Roosevelt Road contacted the mayor to announce that they are hiring and have about 200 jobs to fill by November, 2023. Last, the mayor announced that He and Representative LaShawn Ford are planning to convene a public meeting to address the problem of unruly funerals traveling within and through Forest Park. Details will be announced as soon as they are available.

## **ADDITIONAL NEW BUSINESS:**

It was moved by Commissioner Nero and seconded by Commissioner Maxham to recess into closed session pursuant to 5 ILCS 120/2(c)(2) to consider collective bargaining matters.

**RECESS INTO CLOSED SESSION  
AT 7:48 P.M.**

### **ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham to reconvene open session.

**RECONVENE OPEN SESSION  
AT 8:06 P.M.**

### **ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving a collective bargaining agreement between the Village of Forest Park and Teamsters Local Union No. 705 be adopted.

**R-94-23  
RESOLUTION APPROVING  
COLLECTIVE BARGAINING  
AGREEMENT WITH TEAMSTERS  
LOCAL NO. 705  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Nero, Melin-Rogovin,  
Voogd and Mayor Hoskins

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 8:09 P.M.

Respectfully submitted,

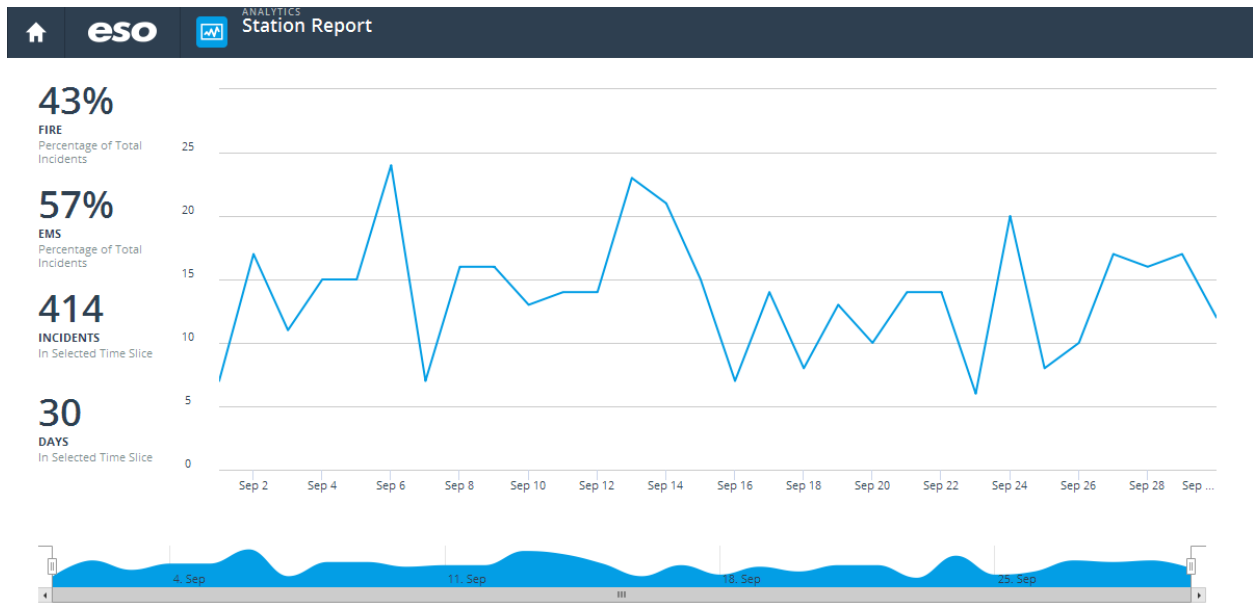
Vanessa Moritz, Village Clerk



**FOREST PARK  
FIRE DEPARTMENT**



**SEPTEMBER 2023**



## Calls

The Fire Department responded to 414 calls in the month of September. That is an average of 13.8 calls per day for the month. 57% of the calls were for EMS. 43% were for fire/service calls.

### **Major Incidents:**

<b>09/05/2023</b>	<b>945 N. Lombard - Structure Fire – Oak Park</b>
<b>09/19/2023</b>	<b>6026 Roosevelt RD- Structure Fire – Oak Park</b>
<b>09/29/2023</b>	<b>1420 Ridgeland – Structure Fire - Berwyn</b>

**09/05/2023**

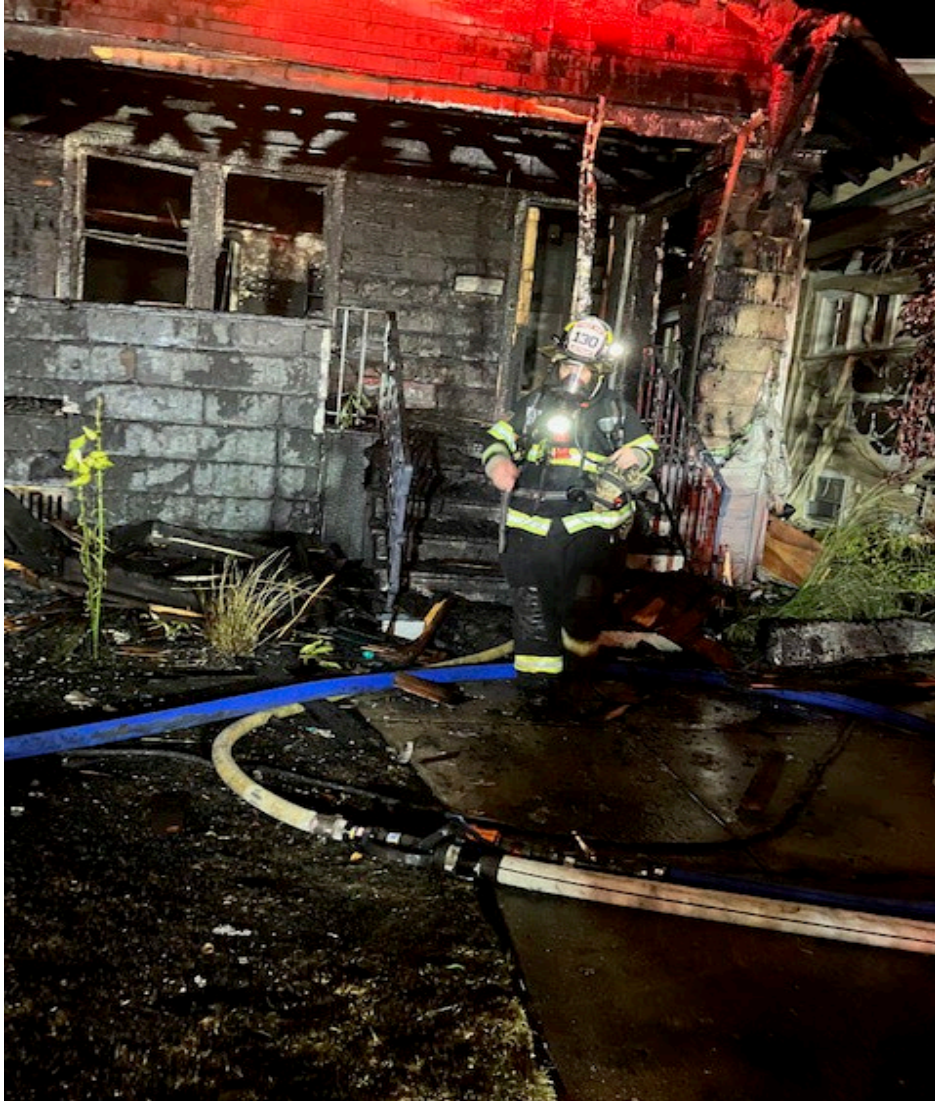
**945 N. Lombard - Structure Fire – Oak Park**



**Crews arrived to find a large volume of fire**

09/05/2023

945 N. Lombard - Structure Fire – Oak Park



Crew from 401 assisted with fire attack.



09/05/2023

945 N. Lombard - Structure Fire – Oak Park



Crew from 401 assisted with fire attack.



09/19/2023

6026 Roosevelt RD- Structure Fire – Oak Park



401 assisted with overhaul and ventilation.

09/29/2023

1420 Ridgeland – Structure Fire - Berwyn



401 performed searches in hoarder conditions.



**09/29/2023**

**1420 Ridgeland – Structure Fire - Berwyn**



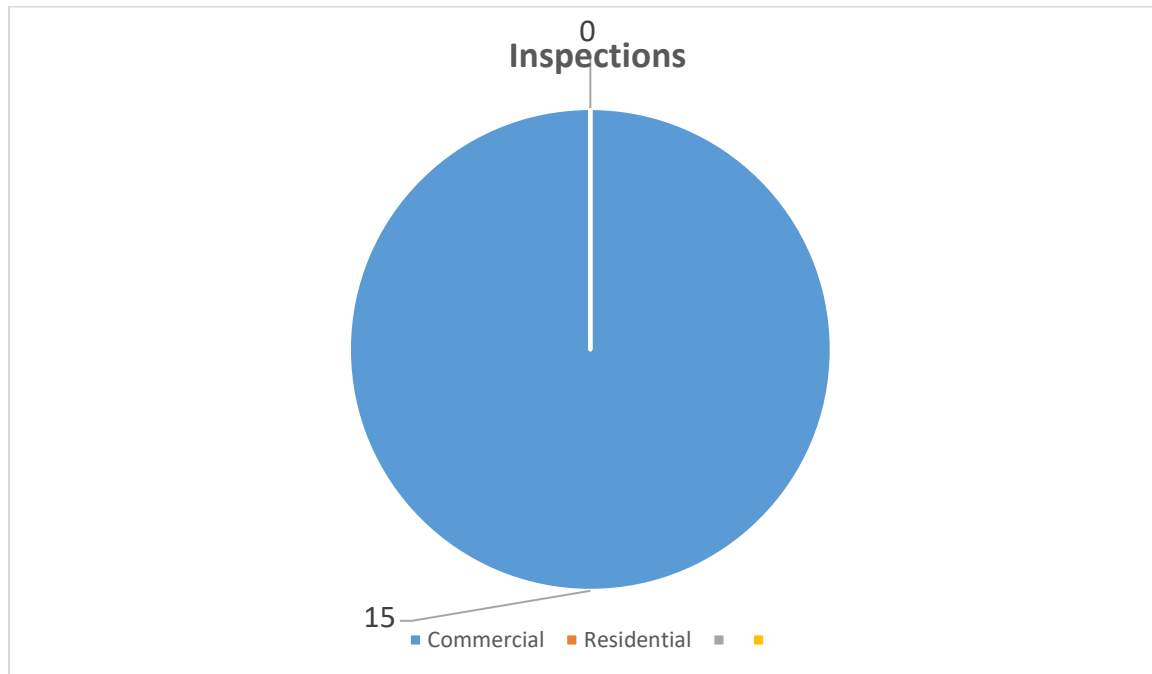
**401 performed searches in hoarder conditions.**

**09/29/2023**

**1420 Ridgeland – Structure Fire - Berwyn**



**401 performed searches in hoarder conditions.**



## Inspections – 15 Inspections in September

Residential inspections= 0

Commercial inspections total = 15

## September 2023

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### FPFD

- |                |      |
|----------------|------|
| • EMS CE       | 9    |
| • First in Ops | 5.75 |
| • Hose Testing | 10   |
| • Hydrants     | 5    |

**Total = 34.25**

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### Outside Drills

**Total = 0**

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### Other Activities

- |                          |    |
|--------------------------|----|
| ○ Meeting                | 8  |
| ○ Data Base              | 17 |
| ○ Seminars               | 0  |
| ○ Scheduling             | 5  |
| ○ General Administration | 20 |

**Total = 50**

## **Car seat Inspection and Installations:**

**None for September**

## **Block Parties for September:**

**5 Parties the FD attended and cooled of the residents.**

## **Special events:**

**9-15-23 - Firefighter Paramedic Bala graduated Romeoville Fire Academy**





**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	\$	19,621.37
Public Affairs	\$	19,984.47
Police Department	\$	2,675.21
Community Center	\$	108.90
Accounts & Finance (Clerks Office)	\$	81,444.60
Accounts & Finance (Fire Department)	\$	8,702.36
Department of Health & Safety	\$	14,163.32
Public Property	\$	31,453.77
Seizure	\$	273.29
Federal Customs	\$	16,658.10
TIF	\$	1,071.00
VIP	\$	5,750.42
Water Department	\$	<u>229,030.08</u>

<b>TOTAL</b>	<b>\$ 430,936.89</b>
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**ADOPTED BY THE Council of the Village of Forest Park this 23rd Day of October, 2023.**

*Ayes:*

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4111-210	Forest Park Public Library	10/10/2023	16,511.07
100-00-000-4220-300	Total Parking Solutions Inc	10/06/2023	255.00
100-00-000-4450-121	Passport Labs Inc	09/30/2023	40.33
100-00-000-4450-130	Passport Labs Inc	09/30/2023	2,591.11
100-00-000-4450-140	Passport Labs Inc	09/30/2023	213.86
100-00-000-4510-106	Jorge Zavala	10/03/2023	5.00
235-00-000-4510-106	Jorge Zavala	10/03/2023	5.00
Refunds and Allocations			19,621.37





Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-305	ASCAP	10/04/2023	464.16
100-10-101-6120-305	Darien Marion-Burton	10/06/2023	425.00
100-10-101-6130-106	Ryan LLC	10/04/2023	14,065.00
100-10-101-6130-106	Ryan LLC	10/04/2023	199.31
100-10-101-7000-150	Telcom Innovations Group LLC	10/03/2023	72.50
100-11-111-6100-120	Techno Consulting Inc	10/01/2023	3,850.00
100-11-111-6110-110	Springbrook Holding Company LLC	10/06/2023	8.50
100-11-111-6110-110	Techno Consulting Inc	10/01/2023	900.00
		Public Affairs	19,984.47



Account Number	Vendor	Invoice Date	Amount
100-12-121-6120-305	Message in a Bottle	09/28/2023	84.00
100-12-121-6145-306	Animal Care League	10/15/2023	900.00
100-12-121-6150-114	Illinois Assoc of Chiefs of Police	10/01/2023	130.00
100-12-123-6145-202	Forest Printing Company	10/04/2023	817.78
100-12-124-6150-114	Thomson Reuters-West	10/01/2023	468.43
100-12-124-6150-114	IL Homicide Investigators Associations	09/28/2023	275.00
Police Department			2,675.21



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-102	Case Lots Inc	08/07/2023	48.90
100-15-154-6170-114	BLUE CAB CO.	09/28/2023	60.00
	Community Center		108.90



Account Number	Vendor	Invoice Date	Amount
100-21-211-6110-110	Gordon Flesch Co Inc	10/15/2023	38.07
100-21-211-6120-300	Edward Occupational Health	09/30/2023	58.00
100-21-211-6120-300	Elmhurst Occupational Health	08/31/2023	310.00
100-21-211-6140-104	Quill	09/20/2023	51.96
100-21-211-6140-104	Quill	09/21/2023	199.98
100-21-211-6140-104	Quill	09/27/2023	29.00
100-21-211-6140-140	Quill	09/20/2023	68.07
100-21-211-6140-140	Quill	09/27/2023	42.77
100-21-211-6140-140	Quill	09/27/2023	27.88
100-21-211-6150-100	Growing Community Media NFP	10/04/2023	462.00
100-21-211-6150-150	AT&T	10/01/2023	612.40
100-21-211-6190-003	POLICE PENSION FUND	10/10/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	10/10/2023	8,952.00
100-21-211-6191-001	POLICE PENSION FUND	10/10/2023	5,555.55
100-21-211-6191-002	Firefighters Pension Fund	10/10/2023	6,049.92
100-22-221-6310-410	Griffon Systems Inc	10/05/2023	50,035.00
Accounts and Finance (Clerks Office)			81,444.60



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	09/30/2023	26.08
100-30-301-6140-200	Ed's Way Food Store	09/19/2023	13.96
100-30-301-6140-200	Grainger Inc.	09/25/2023	76.80
100-30-301-7000-040	Air One Equipment Inc	10/05/2023	3,310.00
100-30-301-7000-040	Air One Equipment Inc	10/05/2023	2,764.00
100-30-301-7000-040	W.S. Darley & Co.	10/10/2023	1,220.67
100-30-302-6110-200	Air One Equipment Inc	06/20/2023	388.00
100-30-302-6145-100	Air One Equipment Inc	08/03/2023	400.00
100-30-302-6145-105	Ambee's Engraving	09/26/2023	70.00
100-30-302-6145-105	Ray O'Herron Co Inc	08/03/2023	199.70
100-30-303-6145-300	Linde Gas North America LLC	09/28/2023	233.15
Accounts and Finance (Fire Department)			8,702.36



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	10/10/2023	765.00
100-40-402-6100-115	Muse Community + Design	09/30/2023	11,306.59
100-40-402-6150-232	B&F Construction Code Service	10/09/2023	450.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	10/01/2023	1,200.00
100-40-403-6150-230	Elevator Inspection Services	09/29/2023	185.00
100-40-403-6150-230	Elevator Inspection Services	10/04/2023	192.00
100-40-410-6140-202	SCHAUERS HARDWARE	09/30/2023	64.73
Department of Health and Safety			14,163.32



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-101	First Ayd Corp.	10/05/2023	375.51
100-55-552-6180-114	SCHAUERS HARDWARE	09/30/2023	32.38
100-55-552-6180-114	Case Lots Inc	07/06/2023	598.80
100-55-552-6180-114	Case Lots Inc	10/03/2023	598.80
100-55-552-6180-114	McAdam Landscaping	09/30/2023	117.59
100-55-552-6180-114	McAdam Landscaping	10/09/2023	376.00
100-55-552-6180-114	McAdam Landscaping	10/09/2023	910.00
100-55-553-6180-150	Lyons Pinner Electric Co	09/19/2023	403.61
100-55-553-6180-150	Lyons Pinner Electric Co	09/19/2023	389.90
100-55-553-6180-150	Lyons Pinner Electric Co	09/26/2023	580.16
100-55-553-6180-150	Lyons Pinner Electric Co	09/30/2023	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	09/30/2023	595.00
100-55-553-6180-160	Com Ed	09/22/2023	668.09
100-55-553-6180-160	Com Ed	09/26/2023	290.08
100-55-553-6180-160	Com Ed	09/26/2023	129.97
100-55-555-6180-100	SCHAUERS HARDWARE	09/30/2023	119.54
100-55-555-6180-100	Perma-Seal	09/28/2023	768.23
100-55-555-6180-100	Quill	09/13/2023	(76.85)
100-55-555-6180-100	Quill	09/20/2023	399.87
100-55-555-6180-100	Quill	09/27/2023	564.43
100-55-555-6180-110	Comcast	10/02/2023	50.60
100-55-555-6180-130	SCHAUERS HARDWARE	09/30/2023	75.52
100-55-555-6180-130	Comcast	10/01/2023	320.42
100-55-555-6180-140	SCHAUERS HARDWARE	09/30/2023	35.48
100-55-555-6180-140	Comcast	09/22/2023	188.04
100-55-555-6180-140	Comcast	09/28/2023	2.11
100-55-555-6180-140	Case Lots Inc	07/06/2023	232.45
100-55-555-6180-140	Case Lots Inc	10/03/2023	79.80
100-55-555-6180-150	SCHAUERS HARDWARE	09/30/2023	71.71
100-55-560-6110-100	Total Parking Solutions Inc	09/28/2023	7,020.00
100-55-560-6180-175	SCHAUERS HARDWARE	09/30/2023	89.07
100-55-570-6155-106	BC Body Craft Inc	10/03/2023	393.75
100-55-570-6155-106	Pulltarps Mfg	10/09/2023	272.77
100-55-570-6155-106	Vermeer Midwest	10/03/2023	83.65
100-55-570-6155-106	Zeigler Ford North Riverside	08/03/2023	388.00
100-55-570-6155-106	Zeigler Ford North Riverside	08/04/2023	296.50
100-55-570-6155-106	Zeigler Ford North Riverside	08/07/2023	32.54



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Zeigler Ford North Riverside	08/09/2023	16.14
100-55-570-6155-106	Zeigler Ford North Riverside	08/10/2023	199.68
100-55-570-6155-106	Zeigler Ford North Riverside	08/18/2023	282.68
100-55-570-6155-106	Zeigler Ford North Riverside	09/07/2023	32.00
100-55-570-6155-106	Zeigler Ford North Riverside	09/16/2023	52.44
100-55-570-6155-106	Zeigler Ford North Riverside	09/27/2023	58.47
100-55-570-6155-112	Action Transmission & Auto	10/11/2023	842.79
100-55-570-6155-112	BC Body Craft Inc	09/22/2023	3,266.70
100-55-570-6155-112	Berwyn Garage	09/11/2023	3,332.97
100-55-570-6155-112	Berwyn Garage	09/21/2023	694.09
100-55-570-6155-112	Commercial Tire Service	06/26/2023	444.90
100-55-570-6155-112	Commercial Tire Service	09/29/2023	793.88
100-55-570-6155-112	D & K Truck Safety Lanes	09/30/2023	40.00
100-55-570-6155-112	Fire Service Inc	07/10/2023	1,024.34
100-55-570-6155-112	Freeway Ford Sterling Truck	10/04/2023	823.18
100-55-570-6155-112	Martin Vargas	10/08/2023	300.00
100-55-570-6155-112	Zeigler Ford North Riverside	09/20/2023	409.10
100-55-580-6155-120	SCHAUERS HARDWARE	09/30/2023	17.99
Public Property			31,453.77





Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	ABC Automotive Electronic	08/03/2023	185.00
230-00-000-6900-230	Ray O'Herron Co Inc	08/31/2023	(859.88)
230-00-000-6900-230	Ray O'Herron Co Inc	09/18/2023	59.90
230-00-000-6900-230	Ray O'Herron Co Inc	10/06/2023	888.27
		Seizure	273.29



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	09/22/2023	172.71
232-00-000-6900-232	CDS Office Technologies	09/08/2023	250.00
232-00-000-6900-232	CDS Office Technologies	10/02/2023	5,600.00
232-00-000-6900-232	Eagle Uniform Company Inc	08/23/2023	572.00
232-00-000-6900-232	KIESLER'S POLICE SUPPLY INC.	09/19/2023	4,807.00
232-00-000-6900-232	KIESLER'S POLICE SUPPLY INC.	09/22/2023	1,397.25
232-00-000-6900-232	Motorola Solutions StarCom21 Network	10/01/2023	120.00
232-00-000-6900-232	No. Illinois Police Alarm System	10/10/2023	2,831.12
232-00-000-6900-232	Ray O'Herron Co Inc	09/26/2023	59.90
232-00-000-6900-232	Ray O'Herron Co Inc	10/06/2023	288.12
232-00-000-6900-232	PHS Locksmiths	09/01/2023	560.00
	Federal Customs		16,658.10



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	K-Five Hodgkins LLC	09/22/2023	160.00
304-00-000-6180-114	McAdam Landscaping	10/09/2023	911.00
		TIF	1,071.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6180-114	McAdam Landscaping	10/09/2023	911.00
312-00-000-7000-312	Chicagoland Paving Contractors Inc	10/10/2023	4,679.42
312-00-000-7000-312	K-Five Hodgkins LLC	09/28/2023	160.00
		VIP	5,750.42



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Springbrook Holding Company LLC	10/06/2023	130.00
501-80-800-6140-102	Suburban Mailing Services Inc	09/29/2023	2,271.28
501-80-800-6150-154	Com Ed	09/26/2023	56.44
501-80-800-6150-154	Com Ed	09/26/2023	21.04
501-80-800-6150-154	Com Ed	09/27/2023	29.58
501-80-800-6150-154	Constellation Energy Services Inc	09/26/2023	2,798.40
501-80-800-6800-100	City of Chicago	10/10/2023	199,218.60
501-80-800-6800-150	Centurion Plumbing Company	10/04/2023	7,663.85
501-80-800-6800-150	Centurion Plumbing Company	10/04/2023	11,425.39
501-80-800-6800-150	Elmhurst Chicago Stone Company	09/28/2023	3,915.50
501-80-800-6800-153	Arthur O'Rourke	10/10/2023	1,500.00
Water Department			229,030.08

**AN ORDINANCE WAIVING BID AND APPROVING AND  
AUTHORIZING THE EXECUTION OF A PROFESSIONAL FINANCIAL  
SERVICES AGREEMENT WITH LAUTERBACH & AMEN, LLP FOR THE  
FINANCE DEPARTMENT OF THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the “Village”) may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

WHEREAS, the Village has a temporary need for financial services for the efficient operation of its Finance Department (the “Financial Services”); and

WHEREAS, Lauterbach & Amen, LLP (“L&A”) desires to provide the Financial Services to the Village; and

WHEREAS, L&A has extensive financial experience with local governments in the State of Illinois; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, L&A is uniquely qualified to provide Financial Services to the Village.

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the competitive bidding requirements requirement of Section 1-8A-7 of the Village Code, and to enter into an agreement with L&A regarding the Financial Services.

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

Section 1. The foregoing recital clauses to this Ordinance 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 waive the requirement of Section 1-8A-7 of the Village Code, and hereby approve the Financial Services Agreement for Financial Services with L&A, a copy of which is attached hereto as Exhibit A (the “Agreement”).

Section 3. The Mayor be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the Village the Agreement between the Village and L&A for the furnishing of professional Financial Services for the Village.

Section 4. This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of October, 2023.

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

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

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

APPROVED:

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTEST:

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

Exhibit A

Professional Financial Services Agreement

By and between

Lauterbach & Amen, LLP.  
and the Village of Forest Park



## FINANCIAL SERVICES AGREEMENT

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between Village of Forest Park, an Illinois municipal corporation, 517 Desplaines Avenue, Forest Park, Illinois 60130 (the "Village"), and Lauterbach & Amen, LLP, an Illinois limited liability partnership, with its place of business at 668 North River Road, Naperville, IL 60563 ("L&A"), for professional finance department services with the Village (the "Agreement").

**WHEREAS**, the Village has a temporary need for financial services, specifically in the areas of accounts payable and accounts receivable and those related services ("Financial Services") as may be requested and/or directed by the Village Administrator and Finance Department; and

**WHEREAS**, L&A has extensive financial experience with local governments in the State of Illinois; and

**WHEREAS**, L&A desires to provide the Financial Services to the Village; and

**WHEREAS**, the corporate authorities of the Village believe that, due to its experience and skill set, L&A is uniquely qualified to provide Financial Services to the Village.

**NOW, THEREFORE**, in consideration of their mutual promises set forth herein, the Village and L&A, hereby agree as follows:

1. **Financial Services.** The Village hereby retains L&A to perform such Financial Services as may from time to time be necessary and proper, with respect to the Village's financial operations, practices and activities and as may from time to time be reasonably requested and directed by the Village. The Financial Services shall include, but not be limited to, professional financial services related to accounts payable and accounts receivable and those related matters as may be requested and/or directed by the Village Administrator and Finance Department. L&A shall perform such Financial Services as of the Effective Date until otherwise terminated pursuant to this Agreement. L&A shall devote its knowledge and skill to the best interests of the Village in the performance thereof.

2. **Availability.** It is anticipated that L&A will, in fulfilling its obligations under this Agreement, be available for such Financial Services for an average of approximately 20-25 hours per month, as needed by the Village for the duration of this Agreement.

3. **Payment for Financial Services.** For all the Financial Services to be rendered by L&A hereunder, the Village will pay L&A pursuant to the May 31, 2023 L&A letter proposal attached as Exhibit A hereto.

4. **Independent Contractor.** L&A will act as an independent contractor in the performance of the Financial Services under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between L&A and the Village. L&A shall have no authority, executive or otherwise, to contractually or otherwise bind the

Village, or to determine the affairs of the Village, and shall not participate as an employee in any plan or program maintained by the Village for the benefit of its employees. Accordingly, L&A shall be responsible for payment of all taxes including Federal, State and local taxes arising out of L&A's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

**5. Consultant's Certification.**

A. L&A hereby certifies, represents and warrants to the Village as a condition of any Agreement with the Village, that L&A is:

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

B. In addition, L&A hereby represents and warrants to the Village as a condition of any Agreement with the Village that L&A will, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), provide drug-free workplace by:

(a) Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in L&A's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
  - a. abide by the terms of the statement;
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
  2. L&A's policy of maintaining a drug-free workplace;
  3. any available drug counseling, rehabilitation, and employee assistance program; and
  4. the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by Subsection B to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - (d) Notifying the Village within ten (10) days after receiving notice under Paragraph B(a)3 b from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (f) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

C. During the performance of this Agreement, L&A agrees as follows:

- (a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and they will hire for each

job classification for which employees are hired in such a way that minorities and women are not underutilized.

- (c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of L&A's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with L&A in its efforts to comply with such Act and Rules and Regulations, L&A will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (h) It shall disclose, in writing, to the Village any economic interest L&A, or its affiliates, may have in any project in the Village that may be the subject of the services rendered in this Agreement.
  - D. L&A has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
  - E. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of L&A.
  - F. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from L&A in violation of Section 15.02 of Chapter 15 of the Municipal Code of the Village.
  - G. L&A has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Municipal Code of the Village.
  - H. L&A acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the L&A under this agreement, the L&A shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the L&A under this agreement at no additional cost to the Village; and furthermore, the L&A shall review its records and promptly produce to the Village any additional records in the L&A's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the L&A shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.
6. **Assignment.** L&A shall not have the right to assign, subcontract or otherwise transfer any of the rights or benefits hereunder.
7. **Confidential Information.** Any information received by L&A during any furtherance of L&A's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the Village will be treated by L&A in full confidence and

will not be revealed to any other persons, firms or organizations. L&A will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Village, including, but not limited to, financial records, contracts, or any other information concerning the business of the Village, its manner of operation, its plans, or any other data of any kind, nature, or description.

8. **Books and Records.** All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the Village's business, shall be the exclusive property of the Village and shall be turned over to the Village at the time of L&A's employment terminates. L&A hereby acknowledges that it has turned over all such documents that L&A know of at this time and hereby agree to return any that it should discover after this date.

9. **Insurance.** Throughout the term of this Agreement, L&A shall procure and maintain in full force, general liability insurance, including errors and omissions coverage and professional liability coverage, as shown on Exhibit B attached hereto and made a part hereof, upon terms and amounts acceptable to the Administrator of the Village, naming the Village as an additional insured and not cancellable without thirty (30) days prior written notice to the Village.

10. **Injunctive Relief.** L&A hereby acknowledge that the foregoing matters are important, material, and confidential to the Village, and affect the effective administration and conduct of the business of the Village, and that any violation of the terms of either Paragraph 7 or 8 is a material violation, for which the Village shall be entitled to injunctive relief.

11. **Enforcement of Agreement.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of litigation.

12. **Amendment.** This Agreement can only be amended by the written agreement of the parties.

13. **Severability.** If any provision of this Agreement is found to be invalid, all of the remaining provisions of this Agreement will nonetheless remain in full force and effect.

14. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof.

15. **Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the Circuit Court of Cook County, Illinois.

16. **No Third Party Beneficiary.** All advice (written or oral) given by L&A to the Village in connection with the consultant services is intended solely for the benefit and use of the Village.

17. **Conflict of Interest.** L&A represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of L&A or this Agreement; (2) as of the date of this Agreement, neither L&A nor any person employed or associated with L&A has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither L&A nor any person employed by or associated with L&A shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

L&A agree to not perform professional services during the term of the Agreement for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. L&A agree to provide the Village with written notification whenever the services provided under this Agreement shall require L&A to review or inspect work performed by any other firm or corporation for whom L&A is or has within the previous twelve (12) months provided professional services, or with any of L&A's partners or principals with a financial interest.

L&A is not currently aware of any relationship that would create a conflict of interest with the Village or those parties-in-interest of which the Village has made L&A aware. As of the date hereof, L&A has not represented any such persons or entities known to it to have any such a relationship in connection with the Financial Services to be performed. L&A will not during the term of this Agreement represent the interests of any such persons or entities or people (known to L&A to have any such a relationship) in connection the Financial Services to be performed.

18. **Termination of Agreement.** This Agreement may be terminated by (i) either party upon thirty (30) days' written notice sent by certified mail, return receipt requested, to the other party. In such event, L&A shall be paid for any and all services rendered to the date of termination, including all reimbursements due.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

LAUTERBACH & AMEN, LLP

VILLAGE OF FOREST PARK

By:   
RONALD J. AMEN

By: \_\_\_\_\_  
Rory E. Hoskins, Mayor

Attest:

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

Exhibit A

L&A Letter Proposal



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516  
www.lauterbachamen.com

May 31, 2023

Members of the Council of Commissioners  
Village of Forest Park  
Forest Park, Illinois

We are pleased to confirm our understanding of the services we are to provide for the Village of Forest Park.

It is our understanding that Lauterbach & Amen, LLP will provide monthly accounting assistance to the Village of Forest Park. Such assistance will be arranged between the Village and Lauterbach & Amen, LLP and will be billed \$150 per hour for staff/managers and \$200 per hour for principals/partners. If for any reason this arrangement becomes unacceptable, it can be terminated by either party with 30 days written notice.

These services cannot be relied upon to detect errors, irregularities, or illegal acts that may exist. However, we will inform you of any such matters that may come to our attention.

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

Please indicate your acceptance of the above understanding by signing below. If your needs change, the nature of our services can be adjusted accordingly.

Cordially,

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Forest Park, Illinois.

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

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



Exhibit B

Insurance Requirements

1167444.1

**AN ORDINANCE AUTHORIZING THE BUILDOUT PURCHASE  
FOR TWO (2) VILLAGE OF FOREST PARK POLICE DEPARTMENT  
2023 DODGE DURANGO POLICE VEHICLES**

**WHEREAS**, the Village of Forest Park (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, the corporate authorities of the Village previously purchased for the benefit of the Village and for the efficient and effective administration thereof for the Village Police Department two (2) 2023 Dodge Durango Police vehicles without buildout (the “Vehicles”), constituting personal property necessary for the Village to perform essential governmental functions; and

**WHEREAS**, the Vehicles require certain buildout for use by the Village Police Department and the Village solicited and a received proposal for the buildout of the Vehicles (“Buildout”) from CDS Office Technologies (“CDS Proposal”); and

**WHEREAS**, in the opinion of four-fifths of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive the purchasing procedure prescribed in the Village Code and purchase the Buildout through CDS, pursuant to the CDS Proposal in the amount of Twenty-Five Thousand Eight Hundred Eighty and 00/100 Dollars (\$25,880.00).

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

**Section 1:** That the facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** That it is hereby determined that it is advisable, necessary and in the public interest that the Village of Forest Park waive the purchasing procedures prescribed in the Village Code and purchase the Buildout for the Vehicles, pursuant to the terms and provisions of the CDS Proposal.

**Section 3:** That the officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions

contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the CDS Proposal.

**Section 4:** That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 5:** That this Ordinance shall be in full force and effect after its passage by four-fifths of all the commissioners holding office, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of October, 2023.

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

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

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

**APPROVED:**

\_\_\_\_\_  
Mayor Rory E. Hoskins

**ATTEST:**

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

**EXHIBIT A**

**CDS BUILDOUT PROPOSAL**



**CDS Office Technologies**  
12711 HAMILTON PARKWAY  
Itasca, Illinois 60143  
United States  
(P) 630-625-4519  
(F) 630-305-9876

**Quotation (Open)**

**Date**

Sep 29, 2023 02:03 PM CDT

**Modified Date**

Oct 04, 2023 03:04 PM CDT

**Quote #**

501003 - rev 1 of 1

**Description**

2 x WJ-VP4000, FZ-55FZ06QAM, ZQ52-BUE0010-00 for new Durangos

**SalesRep**

Cottlieb, Mark  
(P) 630-625-4519  
(F) 630-305-9876

**Customer Contact**

Chin, Chris  
(P) 708-615-6221  
ochin@forestpark.net

**Customer**

Forest Park Police  
Department (26556)  
Chin, Chris  
517 Des Plaines Ave.  
Forest Park, IL 60130  
United States

**Bill To**

Forest Park Police Department  
Accounts Payable  
517 Des Plaines Ave.  
Forest Park, IL 60130  
United States

**Ship To**

Forest Park Police Department  
Chin, Chris  
517 Des Plaines Ave.  
Forest Park, IL 60130  
United States  
(P) 708-615-6226  
ochin@forestpark.net

<b>Customer PO:</b>	<b>Terms:</b>	<b>Ship Via:</b>
	Undefined	Best Way
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Arbitrator VP4000</b>					
1	Panasonic i-PRO VP4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VP4000	2	\$3,250.00	\$6,500.00
2	Arbitrator VC35 Panoramic Front Camera with built in G-Force Sensor 1080p, 86 degree horizontal & 46 degree vertical FOV	WV-VC35	2	\$875.00	\$1,750.00
3	Panasonic i-PRO Extended Warranty (years 4-5) for VP4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY-5Y	2	\$475.00	\$950.00
4	Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS, 6.7" x 2.4"	IPS-ICV4-ANT-BL	2	\$355.00	\$710.00
5	Panasonic i-PRO Accessory Kit for VP4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	2	\$710.00	\$1,420.00
<b>Accessories</b>					
6	Panasonic i-PRO - 256GB Rugged SSD for VP4000 w/ AES Encryption & pull tab	IPS-ICV4-256SSD	2	\$145.00	\$290.00
7	Panasonic i-PRO - Back Seat Camera for Arbitrator HD/VP4000 720P Rear Seat IR Camera	WV-VC31	2	\$445.00	\$890.00
8	Lind Electronics - Siren Detection Cable For Panasonic Arbitrator	CBLS-FO0200	2	\$49.00	\$98.00
<b>BWC4000 Vehicle Dock</b>					
9	i-PRO BWC4000 Single Docking Charger Station power adapter separately	WV-BWC40D1A	2	\$249.00	\$498.00
10	i-PRO BWC4000 12V Vehicle Harness for Camera Dock or Battery Charger	IPS-BWC4-12V-WIRE	2	\$40.00	\$80.00
11	i-PRO ICV 25' Green UTP Network Cable for BWC Dock For BWC dock to VP4000	IPS-ICV-ETH25GRN	2	\$25.00	\$50.00
<b>ICV Licensing/Support - UDE Local (onsite) Storage</b>					
12	i-PRO ICV UDE On-premise Device License For 3 Years Ind. Device Management, Live Streaming, and Redaction. Service Entitlements: 24x7 Help Desk, Software Maintenance And Support	IPS-ICV-UDE-OP3	2	\$365.00	\$730.00
<b>Implementation Services</b>					
13	CDS Office Technologies - IT Services Configure two new vehicles for triggering, server connection - does not include server software update	ZBLOCKCNET	1	\$500.00	\$500.00
<b>Panasonic Toughbook FZ-55 Semi Rugged</b>					

14	Panasonic Toughbook 55 (i5, 4G, GPS) Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, USB-C, Standard Battery, TPM 2.0  Note: - Emissive Backlit Keyboard, Flat	FZ-55FZ08QAM	2	\$2,795.00	\$5,590.00
15	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook  Havis Vehicle Docking Station & Power Supply	CF-SVCLTEXT2Y	2	\$316.00	\$632.00
16	Havis - Docking Station for Toughbook CF-54 & FZ-55 - LITE port replication, Dual Pass Dual Antenna Connections, Fully-powered USB 3.0 (2), Ethernet: RJ45 Ethernet (1), serial: DB9 (9-Pin) connection (1)	HA-55LVDLT2	2	\$739.00	\$1,478.00
17	Havis - 5-Year Enhanced Protection Plan For DS-PAN-434-2 Docking Station For Panasonic TOUGHBOOK 55 Laptop	EP5-PAN-434-2	2	\$175.00	\$350.00
18	Power Supply for use with Panasonic CF-54/FZ-55 Series Docking Stations	LPS-112	2	\$155.00	\$310.00
19	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles	LPS-211	2	\$28.00	\$56.00
<b>4G/GPS Combo Antenna</b>					
20	Antenna Plus - MultiMax FV Cell/GPS Antenna Black - TNC Connectors - Threaded Bolt Mount	AP-MMF-CG-Q-S11-BL	2	\$170.00	\$340.00
<b>Zebra ZQ521 Printer</b>					
21	Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52-BUE0010-00	2	\$695.00	\$1,390.00
22	Zebra OneCare Essential with Comprehensive Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X-5C0	2	\$289.00	\$578.00
<b>Zebra ZQ520/1 Battery Eliminator</b>					
23	Zebra Battery Eliminator Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series  Note: (P1063406-028 option does not include USB lock)	P1063406-061	2	\$202.00	\$404.00
24	Zebra Power Adapter Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667-142	2	\$122.00	\$244.00
<b>Zebra USB Cable</b>					
25	Zebra USB cable with twist lock - USB (M) to Micro-USB Type B (M) - 11.5 ft - for ZQ500 Serie	P1063406-146	2	\$21.00	\$42.00

**Subtotal: \$25,880.00**  
 Tax (.0000%): \$0.00  
 Shipping: \$0.00  
**Total: \$25,880.00**

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

**RESOLUTION NO. R-\_\_\_\_\_-23**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR  
THE VILLAGE HALL PARKING LOT PAVING PROJECT BY AND  
BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.  
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") has approved the Village Hall Parking Lot Paving Project ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer are required to facilitate implementation of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional engineering services to coordinate, implement and provide oversight for the Project.

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

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional engineering services for the oversight of the Project.

Section 3. That certain "Professional Engineering Services Proposal for Construction Engineering for the Village Hall Parking Lot Improvements" between the Village and Burke for the estimated fee of Five Thousand Eight Hundred and 00/100 Dollars (\$5,800.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of October, 2023.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of October, 2023.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2023.

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



**EXHIBIT A**

**Professional Engineering Services Proposal for  
Construction Engineering for the Village Hall Parking Lot Improvements**



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.  
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

October 12, 2023

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

Attention: Ms. Rachell Entler – Interim Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering  
for the Village Hall Parking Lot Improvements

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 2023 Village Hall Parking Lot Improvements in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

#### **UNDERSTANDING OF THE ASSIGNMENT**

We understand the project consists of resurfacing of the parking lot of the Village Hall with surface course, structure adjustments, curb and gutter removal and replacement, sidewalk removal and replacement with ADA improvements, and all necessary restoration as shown in the plans and specifications designed by CBBEL.

#### **SCOPE OF WORK**

CBBEL proposes the following scope of engineering services to complete the project.

##### **Task 1 – Pre-Construction Services**

- Attend pre-construction conference.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

### **Task 2 – Construction Observation**

CBBEL will provide one part-time Resident Engineer (2 hours / day) for the duration of the Project (assumes 10 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Schedule Quality Assurance site testing for PCC and HMA materials used on the project.

### **Task 3 – Post-Construction**

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

**Task 4 – Material Testing (by others)**

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. to confirm quality of concrete mixes provided on the first pour and spot checks of HMA paving. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

**ESTIMATE OF FEE**

Our Estimate of Fee is \$5,800.00 as shown on the attached exhibit A.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR THE VILLAGE OF FOREST PARK:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

KEW  
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CBBEL WORK EFFORT  
Village of Forest Park

Construction Engineering - 2023 Village Hall Parking Lot

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	Engineer III			
Rate	\$220.00	\$160.00			
Pre-Construction Services	1	2	3	10.7%	\$ 540.00
Construction Observation		20	20	71.4%	\$ 3,200.00
Post-Construction	1	4	5	17.9%	\$ 860.00
Subtotal	2	26	28		
% of Hours	7.1%	92.9%			
Total Cost	\$ 440.00	\$ 4,160.00	\$ 4,600.00		\$ 4,600.00
Direct Costs					
Material Testing					\$ 1,200.00
Total Cost					\$ 5,800.00

*\*\*Estimated 2 hours / day for 10 Working Days*

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the



resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the



Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005  
P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

**RESOLUTION NO. R-\_\_\_\_\_-23**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN EXTENSION  
TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE COUNTY OF COOK AND THE VILLAGE OF FOREST PARK  
FOR THE VAN BUREN STREET MULTI-USE PATH GRANT**

**WHEREAS**, the Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Intergovernmental Agreements Act authorizes the Village of Forest Park (“Village”) to enter into agreements with other units of local government to implement and maintain plans and programs for the benefit of the community; and

**WHEREAS**, the County of Cook (“Cook”) and the Village have previously entered into an Intergovernmental Agreement (“IGA”), whereby Cook agreed to provide a grant to the Village, in order to assist in the design and construction of the Van Buren Street Multi-Use Improvements Project (“Project”); and

**WHEREAS**, Cook and the Village desire to amend said Intergovernmental Agreement in order to allow for an extension of time, to and until December 31, 2025, for which such grant may be used for the Project (“Extension”).

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

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2. Execution.**

The Mayor is hereby authorized and directed to execute the Extension to the IGA, a copy of which is attached hereto and made a part hereof as Exhibit A.

**Section 3. Implementation.**

The officials and designees of the Village are hereby authorized and directed to take such further actions as are necessary to carry out the purpose and interest of this Resolution.

**Section 4. Effective Date.**

The Resolution shall take effect upon its passage and approval in pamphlet form.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 23<sup>rd</sup> day of October, 2023.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of October, 2023.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2023.

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

**EXHIBIT A**  
**EXTENSION**



**TONI PRECKWINKLE**  
PRESIDENT  
Cook County Board  
of Commissioners

TARA STAMPS  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA ANAYA  
7th District

ANTHONY QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK AGUILAR  
16th District

SEAN M. MORRISON  
17th District

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

**JENNIFER "SIS" KILLEN, P.E., PTOE**

SUPERINTENDENT

69 W. Washington, Suite 2400 • Chicago, Illinois 60602 • (312) 603-1601

9/29/2023

The Honorable Rory E. Hoskins  
Mayor  
Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, IL 60130

Dear Mayor Hoskins:

On September 23, 2021, the Cook County Board of Commissioners approved an intergovernmental agreement pertaining to the Village's Van Buren Street Multi-Use Improvements project (the "Project") section number 20-IICBP-02-BT.

In accordance with Sections IV (E) and VII (N) of the aforementioned agreement, we hereby extend the deadline to complete construction Phase III engineering for the Project and the termination date of the agreement until December 31, 2025. If you concur with this extension, please sign two (2) copies of this letter and return one of them to my attention at the following address:

Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
Attn: Jennifer "Sis" Killen, P.E., PTOE, Superintendent

If you have any questions or require any additional information, please contact Laura McFadden at (312) 603-1223 or by email at [laura.mcfadden@cookcountyil.gov](mailto:laura.mcfadden@cookcountyil.gov).

Sincerely,

Jennifer "Sis" Killen, P.E., PTOE  
Superintendent

Concur: \_\_\_\_\_

Rory E. Hoskins  
Mayor  
Village of Forest Park

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

**RESOLUTION NO. R-\_\_\_\_\_ -23**

**A RESOLUTION APPROVING PAY REQUEST #1 FOR THE WATER TOWER  
PAVING PROJECT FROM CHICAGOLAND PAVING CONTRACTORS, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Water Tower Paving Project from Chicagoland Paving Contractors, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 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 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; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 to Contractor in the amount of Four Thousand Six Hundred Seventy-Nine and 42/100 Dollars (\$4,679.42); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 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:

Section 1. The Council of the Village hereby approves Pay Request #1 to Contractor in the amount of Four Thousand Six Hundred Seventy-Nine and 42/100 Dollars (\$4,679.42) 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 23<sup>rd</sup> day of October, 2023.

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

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

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

APPROVED by me this 23<sup>rd</sup> day of October, 2023.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2023.

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

**WATER TOWER PAVING PROJECT**  
**PAY REQUEST #1**





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

October 11, 2023

Village of Forest Park  
Department of Public Works  
7343 W. 15th Street  
Forest Park, IL 60130

Attention: Salvatore Stella  
Director of Public Works

Subject: Water Tower Paving Project  
Pay Request #1  
(CBBEL Project No. R000023.BG095)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 submitted by Chicagoland Paving Contractors, Inc. in the amount of **\$4,679.42** for the work completed. The payment will be:

1.	Contract Amount	\$	45,000.00
2.	Work Completed to Date	\$	5,199.36
3.	Less Previous Payments	\$	0.00
4.	Less Retainage (10%)	\$	519.94
5.	Amount Due	\$	<b>4,679.42</b>

We recommend payment in the amount of **\$4,679.42** to Chicagoland Paving Contractors, Inc.

Please find enclosed the invoice, waivers of lien and certified payroll. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn  
Construction Engineer

225 TELSER ROAD  
LAKE ZURICH, IL 60047  
(847) 550-9681  
FAX (847) 550-9684

**Date:** 10/10/2023 **Inv. No.:** 236401  
**Due Date:** **Page No.:**

## Water Tower Paving

Thank You Very Much For Your Business!

**Village of FOREST PARK**  
**Water Tower Paving (CPC 23-64)**

PAY REQUEST #1

[illegible]

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS  
COUNTY OF LAKE

} SS

CPC Project No. 23-64

TO WHOM IT MAY CONCERN:

Escrow #

WHEREAS the undersigned has been employed by Village of Forest Park

to furnish Asphalt Paving

for the premises known as Water Tower Paving

of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of Four Thousand, Six Hundred Seventy Nine Dollars & 42/100

(\$ 4,679.42 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, 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 the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE October 10, 2023

COMPANY NAME Chicagoland Paving Contractors, Inc.

ADDRESS 225 Teiser Road, Lake Zurich, IL. 60047

SIGNATURE AND TITLE

\* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS  
COUNTY OF LAKE

} SS

## CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned William R. Bowes being duly sworn, deposes

and says that he or she is Vice President

of Chicagoland Paving Contractors, Inc.

contractor furnishing Asphalt Paving work on the building

located at Water Tower Paving

owned by Village of Forest Park

That the total amount of the contract including extras\* is \$ 45,000.00 on which he has received payment of \$ 0.00 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Chicagoland Paving Contractors, Inc.	Asphalt Paving	45,000.00	0.00	4,679.42	40,320.58

All materials Taken From Prepaid Stock & Delivered in Company Owned Trucks. All Labor Paid In Full

Total Labor And Material Including Extras* To Complete	45,000.00	0.00	4,679.42	40,320.58
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above stated.

DATE October 10, 2023

Signature:

Subscribed and sworn before me this

10th

day of

October

2023

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

TORGO SOFTWARE <http://www.torgo.net/> ©1996-2003 ALL RIGHTS RESERVED



Notary

Page 1 of 1



Case #: 23-CTP-164401

Illinois Department of Labor

160 N. LaSalle St Suite1300  
Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

## CERTIFIED TRANSCRIPT OF PAYROLL FORM

### PAY PERIOD

<b>Payroll Date</b>	<b>Project Location</b>
6/26/2023 to 7/2/2023	Various
<b>Contractor Number Or FEIN</b>	<b>Forest Park IL 60130</b>
36-3494492	
<b>Project Number or Name</b>	<b>State Capital Funds</b>
23-64	No
<b>Agency</b>	
Not a State Agency	

### Contractor and/or Subcontractor

<b>Company Name</b>	<b>Contractor Location</b>
Chicagoland Paving Contractors Inc.	225 TELSER RD
<b>Contact Name</b>	<b>LAKE ZURICH IL 60047</b>
Brian Patrick Callero	
<b>Primary Email</b>	<b>Secondary Email</b>
brian@chicagolandpaving.com	
<b>Primary Phone</b>	<b>Secondary Phone</b>
8475509681	

### Public Body Information

<b>Public Body Name</b>	<b>Public Body Address</b>
Forest Park	517 DES PLAINES AVE
<b>Contact Name</b>	<b>FOREST PARK IL 60130</b>
James Amelio	
<b>Primary Phone</b>	<b>Secondary Phone</b>
8478230500	

Employee Details												
Name	Last4SSN	Classification	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
Gilberto Andrade		Laborer					m	No	Yes	No	No	
Gregory Holloway		Truck Driver					m	No	Yes	No	No	
Andres Huerta		Laborer					m	No	Yes	No	No	
Andres Huerta Mendoza		Laborer					m	No	Yes	No	No	
Jesus Ignacio		Laborer					m	No	Yes	No	No	
Carlos Lopez		Operator					m	No	Yes	No	No	
Esteban Martinez		Truck Driver					m	No	Yes	No	No	
Kevin Mearzt		Owner					m	No	Yes	No	No	
Isaias Medina		Operator					m	No	Yes	No	No	
Isaias Medina		Truck Driver					m	No	Yes	No	No	
Francisco Meraz		Truck Driver					m	No	Yes	No	No	
Jose Ortiz		Laborer					m	No	Yes	No	No	
Albert Pederson		Truck Driver					m	No	Yes	No	No	
David Rauschenberger		Operator					m	No	Yes	No	No	
Clifford Sutura		Truck Driver					m	No	Yes	No	No	

G-Gender

V-Veteran

J-Journeyman

F-Foreman

A-Apprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

## Work Classification

Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Work
Gilberto Andrade	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	48.90	73.35	0.00	2286.08	1673.16	
	NP	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	
Pension		15.91			Health		17.37		Vacation		0.00	Training		1.17			
Gregory Holloway	P	2.50	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.50	0.00	43.34	65.31	0.00	2215.10	1577.88	
	NP	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	
Pension		12.50			Health		12.40		Vacation		0.00	Training		0.43			
Andres Huerta	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	48.90	73.35	0.00	1956.00	1468.94	
	NP	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	
Pension		15.91			Health		17.37		Vacation		0.00	Training		1.17			
Andres Huerta Mendoza	P	2.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.00	0.00	48.90	73.35	0.00	2579.48	1928.88	
	NP	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	
Pension		15.91			Health		17.37		Vacation		0.00	Training		1.17			
Jesus Ignacio	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	48.90	73.35	0.00	2249.40	1492.93	
	NP	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	
Pension		15.91			Health		17.37		Vacation		0.00	Training		1.17			
Carlos Lopez	P	2.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.00	0.00	56.25	83.37	0.00	2750.25	1596.72	
	NP	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	
Pension		20.05			Health		22.95		Vacation		2.00	Training		2.70			
Esteban Martinez	P	1.75	0.00	0.00	0.00	0.00	0.00	0.00	1.75	0.00	0.00	43.34	65.31	0.00	2460.01	1893.33	
	NP	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	
Pension		12.50			Health		12.40		Vacation		0.00	Training		0.43			
Kevin Meartz	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	72.00	107.00	0.00	4200.00	2809.95	
	NP	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	
Pension		15.91			Health		17.37		Vacation		0.00	Training		1.17			

Isaias Medina	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	54.20	80.30	0.00	2529.35	1796.99	
	NP	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	
Pension		20.05	Health		22.95	Vacation		2.00	Training		2.70						

Isaias Medina	P	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	43.34	65.31	0.00	2688.60	1878.07	
	NP	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	
Pension		12.50	Health		12.40	Vacation		0.00	Training		0.43						

Francisco Meraz	P	3.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	2.00	0.00	43.89	65.83	0.00	3434.39	2530.58	
	NP	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	
Pension		12.50	Health		12.40	Vacation		0.00	Training		0.43						

Jose Ortiz	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	48.90	73.35	0.00	2249.40	1573.56	
	NP	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	
Pension		15.91	Health		17.37	Vacation		0.00	Training		1.17						

Albert Pederson	P	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	43.34	65.31	0.00	2884.53	2150.26	
	NP	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	
Pension		12.50	Health		12.40	Vacation		0.00	Training		0.43						

David Rauschenberger	P	1.50	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	56.25	83.37	0.00	2583.50	1621.40	
	NP	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	
Pension		20.05	Health		22.95	Vacation		2.00	Training		2.70						

Clifford Sutera	P	2.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.50	0.00	43.34	65.31	0.00	2982.49	2214.33	
	NP	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	
Pension		12.50	Health		12.40	Vacation		0.00	Training		0.43						

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

William Bowes





To: Mayor Hoskins and Commissioners,

From: Vanessa Moritz, Village Clerk

Re: 2024 Council Meeting Schedule

Date: October 12, 2023 for the October 23, 2023, meeting

**Rory E. Hoskins**  
MAYOR

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

**Maria Maxham**  
COMMISSIONER  
ACCOUNTS & FINANCE

**Ryan Nero**  
COMMISSIONER  
PUBLIC HEALTH & SAFETY

**Michelle Melin-Rogovin**  
COMMISSIONER  
STREETS & PUBLIC IMPROVEMENTS

**Jessica L. Voogd**  
COMMISSIONER  
PUBLIC PROPERTY

  
VILLAGE ADMINISTRATOR

**Vanessa Moritz**  
VILLAGE CLERK

We are in the process of compiling the information to be printed in the Village Calendar for 2024.

Additionally, 5 ILCS 120/2.02 of The Open Meetings Act provides that "public notice of all meetings, whether open or closed to the public, shall be given as follows:

(a) Every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times and places of such meetings."

To comply with the above, the Council Meetings are included in the printed Village Calendar. There are three holidays in the year 2024 that will fall on the second or fourth Monday of the month. They are Memorial Day (May 27), Columbus Day (October 14), and Veteran's Day (November 11). I have taken the liberty of re-scheduling these meetings to Tuesday, May 28, Tuesday, October 15 and Tuesday, November 12. As in the past, I am also scheduling the Village Council to meet only once in December on the 16<sup>th</sup>.

I recommend that the council approve the attached 2024 Village Council Meeting Schedule as-is or as amended at your pleasure.

THE VILLAGE OF FOREST PARK  
2024 VILLAGE COUNCIL MEETING SCHEDULE

Monday, January 8  
Monday, January 22  
Monday, February 12  
Monday, February 26  
Monday, March 11  
Monday, March 25  
Monday, April 8  
Monday, April 22  
Monday, May 13  
**TUESDAY**, May 28  
Monday, June 10  
Monday, June 24  
Monday, July 8  
Monday, July 22  
Monday, August 12  
Monday, August 26  
Monday, September 9  
Monday, September 23  
**TUESDAY**, October 15  
Monday, October 28  
**TUESDAY**, November 12  
Monday, November 25  
Monday, December 16 – **ONE DECEMBER MEETING**

October 18, 2023

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

Dear Mayor Hoskins and the Forest Park Village Council,

Housing Forward would like to respectfully request permission to hang two banners advertising #GivingTuesday – the annual day of giving on November 28. We would like for the banners to be displayed for two weeks beginning on Monday, November 13 through Monday, November 27.

GivingTuesday was created in 2012 as a simple idea: a day that encourages people to do good. Since then, it has grown into a year-round global movement that inspires hundreds of millions of people to give, collaborate, and celebrate generosity. Last year, Housing Forward raised over \$72,000 during this event and we would love to continue this trend of success and support towards our mission.

Thank you very much for your consideration, and continued support of Housing Forward and the services we provide.

Warmly,

Sarah Catalano  
Development Manager  
[scatalano@housingforward.org](mailto:scatalano@housingforward.org)  
708.338.1724 x239

October 18, 2023

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

Dear Mayor Hoskins and the Forest Park Village Council,

Housing Forward would like to respectfully request permission to hang two banners advertising our annual winter appeal, kicking off on November 28, 2023. We would like for the banners to be displayed for two weeks beginning on Monday, December 4 through Monday, December 18.

For Housing Forward and many other nonprofit organizations, December is the 'Season of Giving' where we receive a significant portion of our annual donations. As the need for our services continues to grow, especially during the winter season, these donations become critical for our continued success in supporting the community.

Thank you very much for your consideration, and continued support of Housing Forward and the services we provide.

Warmly,

Sarah Catalano  
Development Manager  
[scatalano@housingforward.org](mailto:scatalano@housingforward.org)  
708.338.1724 x239

## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 20<sup>th</sup> day of October, 2023, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and Forest Park Theatre, (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 A Reading of Frankenstein ("Purpose"), and the Village is willing to grant Applicant a non-exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

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

(1) TERM. The term of this Permit shall be 1 day(s), beginning October 20th, 2023, at 5pm a.m./p.m., and ending October 20th, 2023, at 10 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.

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

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

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

## **VILLAGE**

Village of Forest Park, an Illinois municipal corporation

By: \_\_\_\_\_  
Rory E. Hoskins, Mayor

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

## **APPLICANT**

Name: Forest Park Theatre  
\_\_\_\_\_

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