



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, April 22, 2024  
Lower Level of Village Hall  
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 822 0275 9510; Passcode 573175 or click here:  
<https://us02web.zoom.us/j/82202759510?pwd=V2RGOERDaUlkdEFJdFR5VGEySjF0UT09>

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE April 8, 2024 REGULAR 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 Report

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Resolution Rejecting All Bids Submitted for the Madison Street Revitalization Project
2. Resolution Approving and Authorizing Execution of ACH Positive Pay Agreement
3. Approval: Ratification of the Mayor's Signature on Telephone Maintenance and Landscaping Agreements
4. Approval: Street Closure Request - Betsy Ross School
5. Approval: Use of the Grove Request - Forest Park Public Library
6. Approval: Proclamation for National Public Works Week

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, APRIL 8, 2024**

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 Nero that the minutes from the March 25, 2024, Regular meeting of the Council be 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 minutes from the March 26, 2024, Special meeting of the Council be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSTAIN:** Commissioner Voogd

The motion carried.

**PUBLIC COMMENT**

None

**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 \$527,882.32.

**R-29-24  
APPROVAL OF BILLS IN  
THE AMOUNT OF  
\$527,882.32  
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 Maxham and seconded by Commissioner Nero that the Resolution approving and authorizing the execution of an amendment to extend the current AT&T Dedicated Internet and Voice bundle agreement for internet access and voice services by and between AT&T and the Village of Forest Park be adopted.

**R-30-24  
RESOLUTION APPROVING  
EXTENSION OF AT&T  
INTERNET AND VOICE  
BUNDLE AGREEMENT  
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 Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving an agreement between the Village of Forest Park and Automobile Mechanics' Local 701, IAM&AW be adopted.

**R-31-24  
RESOLUTION APPROVING  
SUCCESSOR AGREEMENT  
WITH AUTOMOBILE  
MECHANICS' LOCAL 701  
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 to approve the request from Forest Park Juneteenth Committee to hold a Juneteenth Flag-Raising Ceremony on June 4, 2024, in the Village Hall Parking Lot.

**JUNETEENTH COMMITTEE  
REQUEST TO HOLD FLAG-  
RAISING CEREMONY ON  
JUNE 4, 2024  
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 to approve and ratify the execution of agreements with Lakeside Revival, The Chicago Catz, LLC, R-Gang, Enchanted Castle, Chicago Dogs Baseball, Dave & Buster's and the Fireside Theatre, associated with events organized by the Community Center.

**COMMUNITY CENTER  
AGREEMENTS  
RATIFIED AND 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 approve the Raffle License Application from Kiwanis Clubs of Division 6, River Forest/Oak Park Kiwanis Club.

**KIWANIS CLUBS OF  
DIVISION 6 RAFFLE  
LICENSE APPLICATION  
APPROVED BY MOTION**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**ADMINISTRATOR'S REPORT:**

None

## **COMMISSIONER'S REPORTS:**

Commissioner Melin-Rogovin reported that she attended the District 91 Educational Summit on April 6<sup>th</sup>. The event was a wonderful collaboration across the village, including the Forest Park Police, who provided gun locks and child identification protection kits and the Community Center who provided multiple resources for the attendees.

Commissioner Voogd reported that the Community Clean-up event is being held on April 27<sup>th</sup>. Promotional flyer is on the village's website, along with the link to register for participation in the event.

Mayor Hoskins reported that he left a draft of a sample funding request letter that the Commissioners can use when lobbying legislators in the upcoming Springfield drive-down. The funding request is to help with the needed replacement of the village's underground water reservoir.

## **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 7:10 P.M.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**FOREST PARK  
FIRE DEPARTMENT**



**MARCH 2024**



**Calls for service:**

The Fire Department responded to 381 calls in the month of March. That is an average of 12.3 calls per day for the month. 61% of the calls were for EMS. 39% were for fire/service calls.

**Incidents:**

**03/12/2024 - 800 N 6<sup>th</sup> Ave. - Maywood Box Alarm**

**Structure fire in a residential building.**





**03/12/2024 - 800 N 6<sup>th</sup> Ave. - Maywood Box Alarm**

**Structure fire in a residential building.**



**Forest Park crew assisted with overhaul and extinguishment.**

**03/18/2024 - 316 Marengo – Forest Park Box Alarm**

**Structure fire an occupied apartment building.**



**Fire crews arrived on scene to find the 3<sup>rd</sup> floor unit fully involved with fire**

**03/18/2024**

**316 Marengo – Forest Park - Box alarm structure fire.**



**Crews working to stop the spread of the fire from the roof.**

**03/18/2024 - 316 Marengo Forest Park Box Alarm**



**Forest Park crews doing overhaul of the fire unit.**

**03/27/2024 - 478 N. Austin Blvd. Oak Park**

**Structure Fire in a large apartment complex**



**Forest Park engine 401 assisted with fire attack and overhaul.**

**03/27/2024 - 478 N. Austin Blvd. Oak Park**

**Structure Fire in a large apartment complex**



**Fire was on the 2<sup>nd</sup> floor in the rear unit of a large complex.**

**03/27/2024 - 478 N. Austin Blvd. Oak Park**

**Structure Fire in a large apartment complex**



**Forest Park (Gold Shift) Engine company 401 after assisting with fire attack in Oak Park.**

**03/28/2024 - 315 Park Ave River Forest Box Alarm**

**Basement Fire**



**Fire coming out the basement window**



**03/28/2024- 315 Park Ave River Forest Box Alarm**

**Basement Fire**



**Crews made their way inside the basement for fire attack.**

**03/28/2024- 315 Park Ave River Forest Box Alarm**

**Basement Fire**



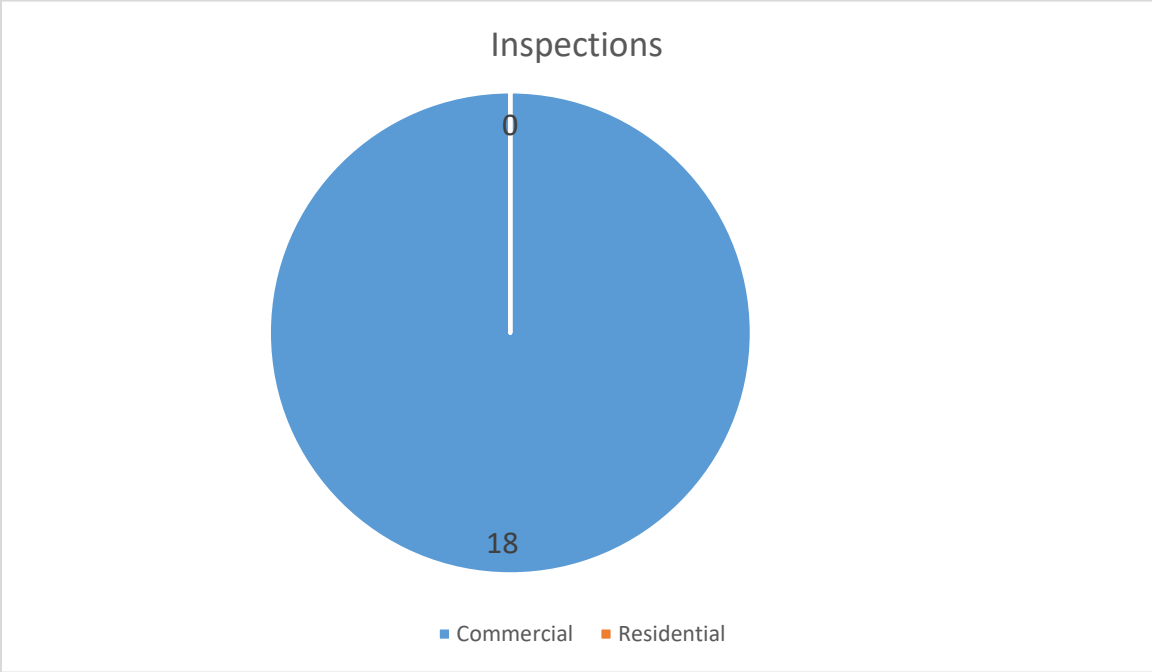
**Fire crews outside assisting with ventilation and fire attack.**

**03/28/2024-315 Park Ave River Forest Box Alarm**

**Basement Fire**



**Forest Park Engine Company changing air bottles for their 2<sup>nd</sup> rotation**



**Inspections:**

Residential inspections: 0

Commercial inspections: 18

# Training

March 2024

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## FPFD

• Driver Training	5.5
• EMS CE	9
• EMS Training	.5
• Engine FAE	5.25
• Engine Ops	3
• Fire Critique	3
• Hydrants	2.75
• New Firefighter	.5
• RIT	2
• Saw Maintenance	3.5
• SCBA MOD A	4
• SCBA MOD B	6
• SCBA MOD D	4

**Total = 48.5**

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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**

**Child Safety Seat Installations** – 1 car seat install this month

**News and Events:**

Forest Park had the St. Patrick's Day parade on 03-02-24 and was largely attended, 401 and 403 led the way.





**The FD also attended the FP Park District Easter Egg Hunt on 03-23-24**

**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	\$ 9,732.67
Public Affairs	\$ 18,940.24
Police Department	\$ 1,116.43
Community Center	\$ 5,311.58
Accounts & Finance (Clerks Office)	\$ 202,265.01
Accounts & Finance (Fire Department)	\$ 6,474.90
Department of Health & Safety	\$ 20,146.46
Streets and Public Improvements	\$ 9,348.51
Public Property	\$ 44,068.75
Federal Customs	\$ 17,493.69
VIP	\$ 5,095.92
Water Department	<u>\$ 151,980.10</u>
<b>TOTAL</b>	<b>\$ 491,974.26</b>

**ADOPTED BY THE Council of the Village of Forest Park this 22nd Day of April 2024.**

Ayes:  
Nays:  
Absent:

\_\_\_\_\_  
Rory Hoskins, Mayor

ATTEST:

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





<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-00-000-4111-210	Forest Park Public Library	04/10/2024	5,959.94
100-00-000-4210-300	NOBS TOWING	04/01/2024	100.00
100-00-000-4450-121	Authorize.Net	03/31/2024	141.48
100-00-000-4450-121	Passport Labs Inc	03/31/2024	109.89
100-00-000-4450-130	Authorize.Net	03/31/2024	436.61
100-00-000-4450-130	Passport Labs Inc	03/31/2024	2,658.45
100-00-000-4450-140	Authorize.Net	03/31/2024	50.28
100-00-000-4450-140	Passport Labs Inc	03/31/2024	276.02
		Refunds and Allocations	9,732.67



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-10-101-6100-100	Del Galdo Law Group LLC	03/01/2024	344.00
100-10-101-6100-100	Del Galdo Law Group LLC	04/01/2024	64.50
100-10-101-6100-100	Del Galdo Law Group LLC	04/11/2024	258.00
100-10-101-6120-160	Zoom Video Communications Inc	04/04/2024	93.99
100-10-101-6120-305	Babe Satalic Iron Workers Local 1 Charitable Trust	04/09/2024	500.00
100-10-101-6120-305	Darien Marion-Burton	04/06/2024	425.00
100-10-101-6120-305	Rachell Entler	04/08/2024	17.76
100-10-101-6120-305	Forest Park Chamber of Commerce	04/10/2024	250.00
100-10-101-6120-305	Westgate Flower and Plant Shop	03/09/2024	62.98
100-10-101-6120-305	Westgate Flower and Plant Shop	04/11/2024	117.98
100-10-101-6150-112	City Club of Chicago	04/11/2024	120.00
100-10-101-6150-120	Rachell Entler	10/03/2023	17.34
100-10-101-6150-120	Rachell Entler	10/12/2023	19.00
100-10-101-6150-120	Rachell Entler	04/09/2024	85.68
100-10-101-6150-120	Rachell Entler	04/09/2024	12.46
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	03/28/2024	350.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	03/28/2024	350.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	03/28/2024	175.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	03/28/2024	3,000.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	04/05/2024	175.00
100-10-101-6150-202	Stanard & Associates Inc	03/21/2024	1,670.00
100-10-101-6150-202	Woodlake Occupational Health	04/01/2024	587.00
100-10-101-6150-202	Woodlake Occupational Health	04/01/2024	656.00
100-10-101-6150-202	Woodlake Occupational Health	04/01/2024	587.00
100-10-101-6150-202	Woodlake Occupational Health	04/01/2024	587.00
100-10-101-6150-202	Woodlake Occupational Health	04/01/2024	587.00
100-10-101-6150-202	Woodlake Occupational Health	04/02/2024	110.00
100-10-101-6150-220	Anastasia M. Senat	04/02/2024	330.00
100-10-101-6150-220	Anastasia M. Senat	04/02/2024	330.00
100-11-111-6100-120	Techno Consulting Inc	04/01/2024	3,850.00
100-11-111-6110-105	ITsavvy LLC	03/05/2024	2,295.55
100-11-111-6110-110	Springbrook Holding Company LLC	03/31/2024	12.00
100-11-111-6110-110	Techno Consulting Inc	04/01/2024	900.00
		Public Affairs	18,940.24



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-12-121-6120-305	Tom McNamara	03/21/2024	98.00
100-12-123-6145-202	Bio-One Chicago LLC.	03/19/2024	350.00
100-12-124-6150-114	Thomson Reuters-West	04/01/2024	468.43
100-12-124-6150-114	Mid States Organized Crime Info Center	01/07/2024	200.00
		Police Department	1,116.43



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-15-152-6170-200	Amazon.com	03/29/2024	280.34
100-15-153-6170-202	Watson Adventures LLC	03/08/2024	1,950.00
100-15-153-6170-202	Raging Waves	03/07/2024	2,194.15
100-15-154-6170-110	Signature Transportation Group	04/04/2024	887.09
	Community Center		5,311.58



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-00-000-1201-001	Illinois Counties Risk Management Trust	02/01/2024	112,022.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	02/01/2024	55,300.00
100-21-211-5005-002	Guardian	03/21/2024	7,544.08
100-21-211-6120-300	HRdirect	04/02/2024	94.99
100-21-211-6140-104	Office 8	04/08/2024	489.90
100-21-211-6140-104	Quill	03/20/2024	8.99
100-21-211-6140-104	Quill	03/20/2024	271.08
100-21-211-6140-104	Quill	03/27/2024	16.98
100-21-211-6140-104	Quill	03/27/2024	103.80
100-21-211-6140-140	Quill	03/20/2024	81.47
100-21-211-6140-140	Quill	03/27/2024	24.48
100-21-211-6140-140	Quill	03/28/2024	46.89
100-21-211-6150-150	AT&T	04/04/2024	85.67
100-21-211-6190-003	POLICE PENSION FUND	04/10/2024	9,644.00
100-21-211-6190-004	Firefighters Pension Fund	04/10/2024	9,644.00
100-21-211-6191-001	POLICE PENSION FUND	04/10/2024	2,005.36
100-21-211-6191-002	Firefighters Pension Fund	04/10/2024	2,183.82
100-22-221-6310-410	Illinois Communications Sales Inc	01/30/2024	860.00
100-22-221-6310-410	Illinois Communications Sales Inc	02/06/2024	110.00
100-22-221-6310-410	Martin Vargas	03/29/2024	1,727.50
<b>Accounts and Finance (Clerks Office)</b>			<b>202,265.01</b>



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-301-6120-305	Phil Chiappetta	04/01/2024	76.86
100-30-301-6120-305	Phil Chiappetta	04/02/2024	8.16
100-30-302-6110-110	Aladtec LLC	03/18/2024	3,387.00
100-30-302-6145-100	Air One Equipment Inc	03/28/2024	414.95
100-30-302-6145-105	Artistic Engraving	04/08/2024	888.00
100-30-302-6145-105	Phil Damato	04/05/2024	188.99
100-30-302-6145-306	Eagle Engraving, Inc.	04/01/2024	98.30
100-30-302-6155-110	SCHAUERS HARDWARE	03/31/2024	23.36
100-30-302-6155-110	Amazon.com	03/29/2024	36.97
100-30-302-6155-110	Amazon.com	03/29/2024	8.31
100-30-303-6145-300	CSA Service Solutions LLC	04/25/2023	1,189.00
100-30-303-6145-300	Linde Gas North America LLC	04/04/2024	155.00
	Accounts and Finance (Fire Department)		6,474.90



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-40-401-5000-017	AMS Electric Inc	03/22/2024	1,665.00
100-40-401-5000-017	Tariq Dandan	04/01/2024	800.00
100-40-401-5000-017	Raymond Traynor	04/08/2024	720.00
100-40-401-6140-130	DACRA Adjudication System	04/03/2024	300.00
100-40-401-6140-130	Techno Consulting Inc	04/06/2024	5,145.00
100-40-402-6100-115	Courtney Kashima	03/31/2024	5,537.46
100-40-402-6150-232	B&F Construction Code Service	04/03/2024	1,890.00
100-40-402-6150-232	Tariq Dandan	04/01/2024	2,492.00
100-40-402-6150-240	Growing Community Media NFP	03/27/2024	147.00
100-40-402-6150-240	Growing Community Media NFP	03/27/2024	50.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	04/01/2024	1,200.00
100-40-403-6150-230	Elevator Inspection Services	04/06/2024	80.00
100-40-410-6140-202	Arthur P O'Hara Inc	03/27/2024	120.00
Department of Health and Safety			20,146.46



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-50-502-6140-202	SCHAUERS HARDWARE	03/31/2024	25.19
100-50-502-6180-160	Com Ed	03/28/2024	4,154.15
100-50-502-6180-160	Com Ed	03/28/2024	4,152.19
100-50-502-6185-108	SCHAUERS HARDWARE	03/31/2024	17.08
100-50-502-6185-110	Traffic Control & Protection	04/04/2024	999.90
	Streets and Public Improvements		9,348.51





<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-551-6120-305	SCHAUERS HARDWARE	03/31/2024	145.26
100-55-552-6180-101	SCHAUERS HARDWARE	03/31/2024	13.06
100-55-553-6180-150	Lyons Pinner Electric Co	03/27/2024	438.61
100-55-553-6180-150	Lyons Pinner Electric Co	03/27/2024	640.50
100-55-553-6180-150	Lyons Pinner Electric Co	03/27/2024	212.40
100-55-553-6180-150	Lyons Pinner Electric Co	03/27/2024	720.81
100-55-553-6180-150	Lyons Pinner Electric Co	03/28/2024	390.66
100-55-553-6180-150	Lyons Pinner Electric Co	03/31/2024	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	03/31/2024	595.00
100-55-555-6180-100	SCHAUERS HARDWARE	03/31/2024	65.11
100-55-555-6180-100	MECOR Inc.	03/29/2024	390.18
100-55-555-6180-100	Quill	03/27/2024	387.59
100-55-555-6180-110	Comcast	04/02/2024	50.40
100-55-555-6180-110	McShane Hibbitts Inc	04/09/2024	2,205.00
100-55-555-6180-120	Door Systems	03/13/2024	519.16
100-55-555-6180-130	Comcast	04/01/2024	340.74
100-55-555-6180-140	SCHAUERS HARDWARE	03/31/2024	23.35
100-55-555-6180-140	Amazon.com	03/29/2024	41.07
100-55-555-6180-140	Comcast	03/22/2024	199.29
100-55-555-6180-140	Comcast	03/28/2024	2.10
100-55-570-6155-101	Mohr Oil Company	03/26/2024	14,069.35
100-55-570-6155-106	Currie Motors Chevrolet	03/15/2024	195.01
100-55-570-6155-106	Fleet Safety Supply	03/28/2024	94.21
100-55-570-6155-106	Kimball Midwest	04/01/2024	386.76
100-55-570-6155-106	Kimball Midwest	04/08/2024	112.15
100-55-570-6155-106	Linde Gas North America LLC	03/22/2024	225.21
100-55-570-6155-106	Linde Gas North America LLC	03/29/2024	77.02
100-55-570-6155-106	Linde Gas North America LLC	04/05/2024	36.92
100-55-570-6155-106	Palmer Packaging Inc	04/01/2024	538.09
100-55-570-6155-106	Standard Equipment Co.	03/28/2024	726.46
100-55-570-6155-106	Standard Equipment Co.	03/28/2024	178.74
100-55-570-6155-106	Standard Equipment Co.	03/29/2024	19.46
100-55-570-6155-106	Vermeer Midwest	03/29/2024	456.70
100-55-570-6155-106	Zeigler Ford North Riverside	02/28/2024	152.73
100-55-570-6155-110	Snap on Industrial	04/02/2024	28.00
100-55-570-6155-112	D & K Truck Safety Lanes	03/31/2024	40.00
100-55-570-6155-112	The Wrench Truck & Trailer Repair Inc	02/08/2024	1,707.75



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-570-6155-112	Zeigler Ford North Riverside	02/12/2024	530.00
100-55-570-6155-112	Zeigler Ford North Riverside	03/22/2024	2,028.26
100-55-570-6155-112	Zeigler Ford North Riverside	03/26/2024	235.55
100-55-580-6155-120	SCHAUERS HARDWARE	03/31/2024	17.99
100-55-580-6180-302	Davis Tree Care	03/01/2024	2,912.00
100-55-580-6180-302	Davis Tree Care	03/29/2024	4,390.40
100-55-580-6180-302	Davis Tree Care	04/05/2024	3,180.80
100-55-580-6180-302	Davis Tree Care	04/06/2024	3,000.00
		Public Property	44,068.75



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
232-00-000-6900-232	LeadsOnline.LLC	03/15/2024	3,626.00
232-00-000-6900-232	ABC Automotive Electronic	03/28/2024	205.00
232-00-000-6900-232	ABC Automotive Electronic	04/01/2024	349.00
232-00-000-6900-232	Comcast	03/22/2024	178.27
232-00-000-6900-232	College of Du Page	03/29/2024	9,392.00
232-00-000-6900-232	Eagle Uniform Company Inc	04/04/2024	1,204.00
232-00-000-6900-232	Ray O'Herron Co Inc	04/01/2024	235.89
232-00-000-6900-232	Ray O'Herron Co Inc	04/01/2024	290.43
232-00-000-6900-232	Ray O'Herron Co Inc	04/01/2024	126.70
232-00-000-6900-232	Ray O'Herron Co Inc	04/02/2024	126.70
232-00-000-6900-232	Ray O'Herron Co Inc	04/02/2024	126.70
232-00-000-6900-232	Saber-Toothed Computing	03/13/2024	1,250.00
232-00-000-6900-232	Illinois Secretary of State	04/06/2024	173.00
232-00-000-6900-232	Techno Consulting Inc	04/06/2024	210.00
		Federal Customs	17,493.69



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
312-00-000-7000-312	K-Five Hodgkins LLC	08/07/2023	67.92
312-00-000-7000-312	K-Five Hodgkins LLC	03/27/2024	160.00
312-00-000-7000-312	Midwest Fence	04/02/2024	4,868.00
		VIP	5,095.92



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
501-80-800-6110-105	Springbrook Holding Company LLC	03/31/2024	168.00
501-80-800-6120-500	Luke & Katie McGuire	04/09/2024	1,500.00
501-80-800-6140-102	Suburban Mailing Services Inc	03/28/2024	2,184.86
501-80-800-6150-154	Com Ed	03/18/2024	54.21
501-80-800-6150-154	Constellation Energy Services Inc	03/19/2024	759.59
501-80-800-6150-154	Constellation Energy Services Inc	03/21/2024	56.95
501-80-800-6150-156	NICOR	04/03/2024	181.19
501-80-800-6150-156	NICOR	04/03/2024	384.67
501-80-800-6800-100	City of Chicago	04/09/2024	121,676.80
501-80-800-6800-150	Clear View	02/21/2024	10,700.00
501-80-800-6800-150	Clear View	04/05/2024	5,808.83
501-80-800-6800-151	Franzen Plumbing Inc	03/29/2024	4,255.00
501-80-800-6800-153	CDC ENTERPRISES INC	03/26/2024	4,250.00
		Water Department	151,980.10

**A RESOLUTION REJECTING BIDS SUBMITTED  
FOR THE MADISON STREET REVITALIZATION PROJECT**

WHEREAS, the corporate authorities of the Village of Forest Park did advertise for bids for the Madison Street Revitalization Project (the "Project"); and

WHEREAS, on March 28, 2024 at 10:00 a.m., bids were received virtually and publicly opened, read aloud via a Zoom meeting, and one (1) bid was received and reviewed by the Village and Christopher B. Burke Engineering, Ltd., Village Engineer; and

WHEREAS, the engineer's estimate for the Project was \$345,683.00 and Tecorp, Inc.'s bid was \$943,752.68; and

WHEREAS, because the bid for the Project far exceeds the engineer's estimate, the Village staff and Village Engineer now recommend and deem it advisable, necessary and in the public interest to reject all bids received for the Project.

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

Section 1. The statements contained in the preamble clauses hereto are found to be true and correct and are hereby incorporated as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village reject the bids for the Project and return any bid bond that was submitted with the bids.

Section 3. This Resolution 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 22<sup>nd</sup> day of April, 2024.

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

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

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

APPROVED by me this 22<sup>nd</sup> day of April, 2024.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_ day of April, 2024.

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

**A RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF CORPORATE ACH POSITIVE PAY  
AGREEMENT AND POSITIVE PAY SERVICE ADDENDUM  
WITH THE FOREST PARK NATIONAL BANK & TRUST COMPANY**

WHEREAS, the Village of Forest Park (the “Village”) has an existing bank relationship with the Forest Park National Bank & Trust Company (the “Bank”); and

WHEREAS, the Village Council of the Village finds and determines that it is in the best interest of the Village to continue its banking relationship with the Bank and approve and authorize the execution of certain documents concerning such banking relationship.

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

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

Section 2. The Corporate ACH Positive Pay Agreement and Positive Pay Service Addendum, attached hereto and made a part hereof as Exhibit A, are approved and their execution by the Mayor is hereby authorized.

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



ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22<sup>nd</sup> day of April, 2024.

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

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

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

APPROVED by me this 22<sup>nd</sup> day of April, 2024.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 22<sup>nd</sup> \_\_\_\_\_ day of April, 2024.

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

**EXHIBIT A**

**CORPORATE ACH POSITIVE PAY AGREEMENT  
AND POSITIVE PAY SERVICE ADDENDUM**

The Undersigned hereby authorizes the Bank to post preauthorized (ACH) debits meeting the criteria defined by the Undersigned, or their designees, within the Forest Park National Bank's Business eBanking platform. The Company is responsible for defining the criteria of ACH debits allowed to post to each of their accounts. Debits received not meeting the criteria will be suspended for the Company to decision. Decisions to pay an entry need to be entered into the Business eBanking Platform before 3:00 PM CST. If a decision is not entered before this time the entry will be returned as "Unauthorized."

The Company understands that due to the large volumes of ACH transactions, the Bank will automatically return suspended ACH debits. The Bank will not be responsible for fees, costs or expenses resulting from any returned ACH debit transactions. The company understands the Bank may return transactions authorized by the company for other reasons.

The Company understands that the ACH Debit Block service only applies to preauthorized (ACH) debits and not checks, drafts, debit card transactions, or other paper or electronic transactions.

The Company understands that this authorization is only in effect for the account number(s) identified below. A revised Corporate ACH Positive Pay Agreement must be executed to add, change, or remove covered accounts.

Company Name: Village of Forest Park  
Company covered account number(s): #####8900 - Interfund Acct & #####8900 - Payroll Acct

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Authorized Signature

Date

Rory E Hoskins  
Authorized Signers Name (printed)

This ACH Positive Pay Service Agreement ("Service Agreement") is made this 9th day of April 2024 between: Forest Park National Bank & Trust Company ("Bank") and Village of Forest Park (the "Company") and it governs Company's use of the ACH Positive Pay Service ("Service"). Bank offers the Service under this Agreement only in association with Company's deposit accounts ("Accounts") with the Bank, and the Service Agreement supplements but does not replace any agreement(s) the Company might have executed with respect to other services.

By executing this Service Agreement, the Bank offers to and the Company agrees to use the Bank's Services. The Bank and the Company also agree that by using the Services described in this Service Agreement and/or executing this Service Agreement, Company accepts and agrees to all terms, conditions, and provisions of and acknowledges receipt of the Service Agreement for Business eBanking ("Master Agreement") and this Service Agreement, and agrees that this Service Agreement constitutes part of the Master Agreement and sets forth the terms and conditions pursuant to which the Bank will provide to the Company the Service outlined herein. The Master Agreement is hereby incorporated by reference and made part hereof. In the event of inconsistency between a provision of this Service Agreement and the Master Agreement regarding the Service, the provisions of this Service Agreement shall prevail. Terms not otherwise defined shall have the meaning ascribed to those terms in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Company, intending to be legally bound, do hereby agree as follows:

- 1. Description of Service.** This Service Agreement describes Bank's Services whereby the Bank and the Company exchange information according to the process and procedures described herein in order to authorize and/or confirm the payment or return of ACH Debit Transactions ("ACH Transactions") presented for payment against Company's account(s). As used herein, "ACH Debit Transaction(s)" shall refer to certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA") and which have the intended result of removing funds from Company's deposit account(s). The Service systems are not designed to detect or prevent fraud due to other types of paperless entries (to include Wire, and EFT) to the account. This Service excludes ACH transactions identified with Standard Entry Class (SEC) Codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. This service is applicable to Company's accounts designated within the Business Internet Banking Service under Payment Rules Report Criteria ("Accounts"). If an Account(s) does not have sufficient available funds to pay an ACH Debit Transaction, Bank will not be required to pay any ACH Debit Transaction presented against the Account.
- 2. Transmitting and Processing ACH Payment Instructions.** ACH Positive Pay is a service of the Bank and is accessed within the Bank's Business Internet Banking Service that will be used by the Company to make inquiries and to provide pay or return instructions to the Bank on various ACH Debit Transactions ("ACH Transactions"). Company agrees to access the Bank's Business Internet Banking Service daily to review Transactions and ACH Positive Pay Exceptions and to provide pay or return instructions to the Bank on ACH Transactions.

ACH Transactions presented for payment will be available for review on the Bank's Business Internet Banking Service typically by 8:00 a.m. CST ("Review Time"). At some point in time after the Review Time, and before 3:00 PM CST ("Cut-Off"), the Company shall use the Business Internet Banking Service to indicate which ACH Transactions should be paid and which ACH Transactions should be dishonored and returned. The Company agrees that if the Company does not use the Business Internet Banking Service to give instructions to the Bank as to whether to leave the ACH Transaction paid or return, such inaction on the part of Company shall be the Company's instruction to return the ACH Transactions. In other words, if the Company does not instruct the Bank to pay any or all of the ACH Transactions contained in the Business Internet Banking Service for any given day by the Cut-Off, the Bank shall return all of the ACH Transactions without a pay or return decision for that day. The Company acknowledges and agrees that if paid, the ACH Transactions may not be returned and shall remain paid. The Bank shall determine, in its sole discretion, the Return Reason Code, as that term is defined in the NACHA Operating Rules ("Rules"), to be used when returning ACH Transactions.

In the event the Service is unavailable or the Company is unable to access the Service, Company may call Forest Park National Bank & Trust Co Business Internet Banking Support at 708.222.2800 during a time after the Review Time, and before the Cut-Off time to indicate which ACH Transactions should be paid and which ACH Transactions should be dishonored and returned.

The Company shall designate an Administrator in the Bank's Business Internet Banking Service. In accordance with the Master Agreement, the Administrator shall designate those persons authorized to have access to the Bank's Business Internet Banking Service and this service. The Company has received the security procedures described in the Master Agreement and agrees that the security procedures are commercially reasonable. Company further acknowledges and agrees that, in addition to other provisions contained in the Master Agreement, all of the provisions related to security procedures are applicable to the security procedures used in conjunction with this Service.

3. **Notification Condition.** At some time prior to the Review Time, if ACH Transactions have posted to the Account(s) and only if the Company has opted to receive an Email notification, the Company will receive an email notifying Company to the fact that ACH Transactions have posted to the Account(s) and that there are ACH Exceptions to review. Bank Recommends that the Company selects the email Notifications options under "Account Reconciliation & Positive Pay Alerts." These options provide Company with the opportunity to receive a notification on each day on which ACH Transactions are presented and the opportunity to review all such ACH Transactions that are presented for payment. Without regard to the Notification Condition selected by Company, all ACH Transactions presented for payment shall be available for review in the Business Internet Banking Service by the time specified in this Agreement ("Review Time").

Any ACH Transaction that conforms to the Approved ACH Transactions specified by the Company, or its designee within the Bank's Business eBanking Platform shall be deemed properly payable, will be paid by the Bank, and no email notification will be sent to Company.

The Notification Condition option(s) may be changed from time to time and such changes will be made available to Company. Bank is not responsible for misrouted or undelivered email notifications.

4. **Limit of Liability.**
  - a. **Dispute over Return of ACH Transaction Entry.** Company acknowledges that the return of an ACH Transaction is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of NACHA governing ACH transactions ("Rules"). Company hereby indemnifies and holds the Bank, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by the Company.
  - b. **Identification of ACH Transactions.** The Company and the Bank acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of the Bank's ability to monitor for transactions which the Company desires to review. Bank shall act in good faith to process the Company's instructions entered in the Bank's Business eBanking Platform. However, if the identifying information in the transaction is inconsistent or is described inconsistently by the Company in the Bank's Business eBanking Platform, the Bank shall be held harmless for posting an ACH Transaction to Company's account and any dispute related to such a transaction shall be between the Company and the Originator of the transaction.
  - c. **No Change in the Agreement Limits of Liability.** This Section 4 supplements the limits of Bank's liability described in the Business eBanking Agreement or the Bank's Deposit Account Agreement, which remains in full force and effect without change.
  - d. **Right to Suspend Services.** Without liability to any part, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to the Company if the Company shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs the Bank's ability to provide or prevents the Bank from providing the Service.
  - e. **Examination of Account Statements.** Nothing in this Service Agreement shall be construed as relieving the Company of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Transactions to detect exceptions outside the scope of the Service provided to the Company hereunder. The Bank shall not be liable for any loss arising from the Company's failure to exercise due diligence.
  - f. **Hold Harmless.** The Company shall accept liability to any part and hold the Bank harmless for any damages, losses, fines, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Transaction if such return resulted from the correct application of the Company's pay/return instructions.



**Forest Park Bank**  
**POSITIVE PAY SERVICE ADDENDUM**

This Positive Pay Service Addendum is entered into by and between **Forest Park Bank** ("Financial Institution") and **Village of Forest Park** ("Customer"), as a Service Addendum under the Business ebanking Agreement ("Master Agreement") and sets forth the terms and conditions pursuant to which Financial Institution will provide to Customer the Positive Pay Services outlined herein ("Services"). Financial Institution and Customer agree that by executing this Service Addendum, Customer acknowledges receipt of and agrees to the terms of the Master Agreement and that this Service Addendum becomes part of the Master Agreement. Terms not otherwise defined in this Service Addendum shall have the meaning ascribed to those terms in the Master Agreement. In the event of inconsistency between a provision of this Service Addendum, the Uniform Commercial Code as in effect in the State of Illinois (the "UCC"), and/or the Master Agreement, the provisions of this Service Addendum shall prevail.

1. **ACCOUNT SERVICES.** Customer requests and agrees to accept from Financial Institution, and Financial Institution agrees to provide Positive Pay Services to Customer. The Services shall apply to the accounts of Customer listed in Exhibit "A" attached hereto and incorporated herein by reference ("Authorized Accounts").

2. **POSITIVE PAY SERVICES.**

**A. Description of Positive Pay Services.**

Customer shall electronically transmit to Financial Institution, by manual entry or by importing into Business eBanking, a file (the "Issue File" (see Exhibit B)) which accurately identifies the check number, exact amount, and issue date of the checks issued by Customer (each such check referred to herein as an "Item") which are to be presented for payment to Financial Institution. The parties intend that the Issue File transmitted to Financial Institution constitutes the signature of Customer for purposes of determining whether a Presented Check is properly payable. "Presented Check" means a check drawn on an Authorized Account and presented to Financial Institution for payment. By transmitting the Issue File, Customer expressly warrants that all Presented Checks that match the information in the Issue File are properly payable. Customer acknowledges that Financial Institution is not responsible for detecting any Customer error contained in any Check Issue File sent by Customer to Financial Institution. Customer shall update the Issue File upon issuance of each Item through Business eBanking.

Except as provided in this Service Addendum, Financial Institution shall pay a Presented Check only if it matches the check number and exact amount of an Item included in the Issue File ("Matched Check"). A Presented Check which does not match the check number and exact amount of the Item provided in the Issue File will be identified by Financial Institution as an "Exception Item" subject to further review. Customer will be notified of all Exception Items through Business eBanking. Customer agrees and acknowledges that Financial Institution will not review or attempt to match the payee on the check even if Customer has provided Financial Institution with the payee information. Customer has total responsibility for matching the payee on the check as provided by Customer in the Issue File. Financial Institution's liability to Customer for any Presented Check erroneously paid by Financial Institution in breach of this Service Addendum ("Financial Institution's Wrongful Honor") shall be limited to the lesser of the amount of the wrongfully paid Presented Check or Customer's actual damages resulting from Financial Institution's payment of the Presented Check. Financial Institution retains the right to assert the defense that Customer has sustained no actual damages because Financial Institution's Wrongful Honor discharged for value an indebtedness of Customer. Financial Institution also retains the right to assert Customer's failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Financial Institution under the UCC. Financial Institution's liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Financial Institution shall have no liability to Customer for wrongful dishonor when Financial Institution, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Financial Institution or the instructions of regulatory or government authorities or courts. Customer agrees that Financial Institution exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Service Addendum.

Financial Institution shall not pay any Presented Check for which Financial Institution has received from Customer a "stop payment" order requested consistent with the Terms and Conditions agreement between the parties governing the Authorized Accounts.

If a Presented Check is personally presented by an individual over the counter to Financial Institution during such time that Financial Institution is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions,

or any other difficulties beyond the control of Financial Institution, then, notwithstanding any other provision of this Service Addendum, Customer authorizes Financial Institution to pay the Presented Check, even if the Presented Check is an Exception Item (defined below). Additionally, Financial Institution shall have no obligation to notify Customer of any such Presented Check.

**Customer agrees and understands that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Service Addendum shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number.** Accordingly, this Service Addendum shall have no effect with respect to any such transactions on Financial Institution's or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

#### **B. Customer's Obligations.**

Financial Institution will notify Customer of Exception Items by listing each item on Business eBanking. Upon notification, Customer shall review the Exception Items and either confirm the validity of the Exception Item (in which case Financial Institution will pay the Exception Item, provided Customer responds within the time specified), or will instruct the Financial Institution to dishonor (return) the Exception Item. Customer agrees that any User designated by an Administrator may respond to Financial Institution concerning each Exception Item via Business eBanking, or if the electronic service is unavailable, then response to Financial Institution shall be by facsimile transmission signed by a User, by the cutoff time specified in Exhibit B to this Service Addendum on the same business day Financial Institution notifies Customer of the Exception Item. **If Financial Institution does not receive Customer's response by Financial Institution's cutoff time as set forth in Exhibit B to this Service Addendum as time to time amended, Customer authorizes and directs Financial Institution to return the Exception Item.** Customer agrees that for each Exception Item which Customer has instructed Financial Institution to pay, or which Financial Institution has paid in accordance with this Service Addendum, Customer will add such check to the Issue File as an Item.

The Services and this Service Addendum shall not apply to any Presented Check that is personally presented by an individual to Financial Institution during such time that Financial Institution is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Financial Institution affecting the Services. Accordingly, this Service Addendum shall have no effect with respect to any such transactions on Financial Institution's or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

**3. LIMITATION OF LIABILITY AND INDEMNIFICATION.** Each Presented Check which, Financial Institution pays in accordance with this Service Addendum, will be deemed to be properly payable. Each Matching Check or other check Customer authorized Financial Institution to pay in accordance with this Service will be paid without Financial Institution performing its customary (or any other) check verification procedures, and Financial Institution will have no liability whatsoever for paying the check if its serial number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Each check which is not a Matching Check and which Financial Institution returns pursuant to the terms of this Service Addendum will be deemed not to be properly payable. Customer (i) agrees to indemnify and hold Financial Institution harmless from any losses or liabilities it may suffer or incur as a result of its payment of a Matching Check or other check at Customer's instruction, and (ii) releases and forever discharges Financial Institution, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which Customer has, or ever can, may or shall have or claim to have against Financial Institution regarding or relating to the return or payment of any check pursuant to provisions of this Agreement.

**4. STOP PAYMENT AND RETURN DECISIONS.** The Service will not be used as a substitute for Financial Institution's stop payment service. Customer will follow Financial Institution's standard stop payment procedures if it desires to return a Matching Check or other check that was validly issued. Nothing in this Service Addendum will limit Customer's right to stop payment on any Matching Check or other check or Financial Institution's right to return any Matching Check or other check that Customer has authorized Financial Institution to pay in accordance with this Service Addendum if Financial Institution determines in its sole discretion that the check is not properly payable for any reason (without Financial Institution's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.



5. **FEES AND CHARGES.** Customer agrees to pay Financial Institution the fees as provided in Exhibit C incorporated herein by reference and made a part hereof. Customer acknowledges that Financial Institution may amend or change Exhibit C from time to time.

6. **SURVIVAL.** Section 3 of this Service Addendum will survive termination of the Service.

7. **TERMINATION.** This Service Addendum may be terminated by Financial Institution or Customer upon the terms set forth in the Master Agreement. The Service will automatically terminate if any of the Account(s) are closed for any reason. Termination of the Service will not terminate Customer's or Financial Institution's rights or obligations under this Service Addendum with respect to events or actions that occurred before termination.

This Service Addendum must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Service Addendum through their duly authorized officers on the dates indicated below.

**CUSTOMER:**  
Village of Forest Park

By: \_\_\_\_\_  
(signature)  
Name: Rory E Hoskins  
Title: Mayor  
Date: \_\_\_\_\_

**FINANCIAL INSTITUTION:**  
Forest Park Bank

By: \_\_\_\_\_  
(signature)  
Name: Charles L Miller  
Title: Senior Vice President  
Date: \_\_\_\_\_

EXHIBIT A

Positive Pay Accounts and Contact Information

The Customer designates the following accounts as Positive Pay Accounts:

Account Name	Account Number	Authorized Customer Representative(s)
Village of FP - Interfund Acct	[REDACTED]	Letitia Olmsted & Danylle Stark
Village of FP - Payroll Acct	[REDACTED]	Letitia Olmsted & Danylle Stark
n/a	n/a	n/a

Main Contact Name: Letitia Olmsted

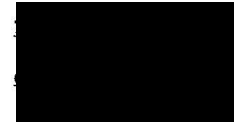
Telephone number for Exception Check correspondence:



E-mail address for Exception Check correspondence:

Back-up Contact Name: Danylle Stark

Telephone number for Exception Check correspondence:



E-mail address for Exception Check correspondence:

Village of Forest Park

By: \_\_\_\_\_  
(signature)

Print Name: Rory E Hoskins

Print Title: Mayor

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

**EXHIBIT B**

**Positive Pay Exception Processing Deadline and File Information**

**Exception Processing Decision Window:** 8:00 AM CST to 12:00 PM CST

**Non-decisioned Exception Default:** Return

**Example Positive Pay File Format:**

**1. Create A Check Issued File**

- a. Use your own software to create a check issue file; .txt is preferred
- b. Define your check issue file format within Business eBanking; tab delimited is preferred
- c. Each row of data in file will represent one check issued with the following fields in each row
  - i. Account (this is your Forest Park Bank account number(s))
  - ii. Check Serial Number
  - iii. Dollar Amount (x.xx format)
  - iv. Check Issue Date (mmddyy format)
  - v. Check Payee

**2. Example**

123456789      1234    1.00    010224      John Doe

- a. Account = 123456789
- b. Check Number = 1234
- c. Amount = 1.00
- d. Date Issued = January 02, 2024
- e. Payee = John Doe

Note: Other similar file layouts may apply. Please work with a Forest Park Bank representative to review and test your file(s).

**Village of Forest Park**

By: \_\_\_\_\_  
(signature)

Print Name: Rory E Hoskins

Print Title: Mayor

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

**EXHIBIT C**  
**Positive Pay Fee Schedule**

**Schedule of Service Fees as of 03/01/2024\***

**Positive Pay Services and Fees**

Monthly Maintenance (includes 3 accounts)	\$ 20.00
Additional accounts	\$ 5.00
Per issued item	\$ 0.00 (waived)
Per exception item	\$ 0.00 (waived)

Service Fee Account #: **#####8900 - Interfund Account**

\* Pricing subject to change

**Village of Forest Park**

By: \_\_\_\_\_  
(signature)

Print Name: **Rory E Hoskins**

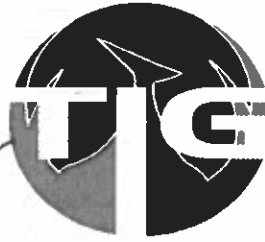
Print Title: **Mayor**

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

# Telcom Innovations Group

125 N. Prospect  
Itasca, IL 60143  
(630) 350-0700 FAX (630) 350-0711

Maintenance Agreement  
Telecommunications System  
Industry Standard



Customer: Village of Forest Park  
~~Timothy E. Gillian~~ Rachel Entler  
517 Des Plaines Avenue  
Forest Park, IL 60130

		Term	<u>1 Year</u>
System(s)	<u>Mitel Phone System</u>	Anniversary Date	<u>05/08/25</u>
		Effective Date	<u>05/09/24</u>
Software		Contract No.	
		Annual Charges	<u>\$1,964.66</u>

## TERMS AND CONDITIONS

### 1. MAINTENANCE SERVICES

Pursuant to the terms and conditions of this agreement (Agreement), Telcom Innovations Group shall provide the Customer during the Term of this Agreement, including any renewal Term, and with respect to the Equipment, the services summarized as follows:

- Ongoing consultation to assure both system and users optimum working conditions.
- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order.
- Guaranteed spare parts availability.
- Remote Minor Moves and Changes reprogramming performed same Business Day, if system is so equipped.
- Ongoing user training for individuals and or groups made available upon request.

Telcom Innovations Group' remedial maintenance response objectives are as follows:

With respect to a major malfunction of the Equipment defined in the following parameters: no incoming or outgoing telephone service, or no station to station service within the telephone system, or attendant console is unable to answer and/or transfer calls, or fifty percent or more of the C.O. trunks and/or stations are in an inoperable state, Telcom Innovations Group' policy is to arrive at the Customer's premises within four (4) hours from the time Telcom Innovations Group first receives the Customer's request for remedial maintenance and will complete such repairs as soon as reasonably practicable.

With respect to minor malfunctions (any malfunction other than a major malfunction) of the Equipment, Telcom Innovations Group' policy is to arrive at the Customer's premises during that or the next Business Day Telcom Innovations Group first receives the Customer's request for minor remedial maintenance and will complete such repairs as soon as reasonably practicable. Routine or minor remedial maintenance requested to be performed after normal business hours will be billed to the Customer at Telcom Innovations Group' then current overtime hourly rate with a minimum two (2) hours' service charge. For purposes of this Agreement, "Business Day" shall mean 8 A.M. to 5 P.M., Monday through Friday, excluding holidays.

Telcom Innovations Group' responsibility with respect to maintenance services shall be limited to the Customer's side of the point of connection between the Equipment and the local telephone company.

The Customer shall allow employees and authorized representatives of Telcom Innovations Group free access to the premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any service related issues that occur on equipment containing manufacturer's discontinued hardware and/or software that may require manufacturer's support will be repaired on a T&M basis. In the event of any manufacturer defects in the covered equipment, Telcom Innovations Group will provide the same remedies to the end user as the manufacturer provides to Telcom Innovations Group.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT INCLUDING THOSE ON THE REVERSE SIDE HEREOF. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS; WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY WRITING EXECUTED BY AN OFFICER OF TELCOM INNOVATIONS GROUP. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF TELCOM INNOVATIONS GROUP, INC.

CUSTOMER: Village of Forest Park  
 by: \_\_\_\_\_  
 Title: Meyor  
 Date: 4/16/2024

TELCOM INNOVATIONS GROUP  
 by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

If during the Term hereof any person other than an employee or authorized representative of Telcom Innovations Group performs any maintenance or service work on the Equipment, then the obligations of Telcom Innovations Group hereunder shall immediately terminate.

For purposes of this Agreement, the term "Equipment" shall mean all new telecommunications equipment and cabling furnished directly to Customer by Telcom Innovations Group before the Effective Date or the Anniversary Date, if applicable. Unless otherwise specifically agreed upon by Telcom Innovations Group in writing, the term "Equipment" shall not include any pre-existing cabling, telephone(s), telephone connection equipment, paging equipment, data devices or other telecommunications equipment reused by Customer or otherwise not furnished by Telcom Innovations Group.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering changes; Labor and material costs for replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Equipment; Negligent, willful or intentional acts of Customer or any third party; Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications; An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures which adversely affect the Equipment; Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibilities under this Agreement; Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the Customer or any other third party of the Equipment in combination with any other apparatus, device of other system not supplied, or approved as to such combined use by Telcom Innovations Group, or the use by the Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by Telcom Innovations Group.

## **2. TERM AND PAYMENT**

The term of this Agreement shall commence as of the Effective Date and will cover a period of one year, unless a period other than one year is expressly stipulated in the space provided on the reverse side hereof. Payments due from the Customer to Telcom Innovations Group hereunder shall be made on or before the Effective Date of this Agreement. In the event payment is not made at said time, Customer will be billed for time and materials at Telcom Innovations Group' then current rates. On the Anniversary Date of this Agreement, any additional equipment to be covered will result in an increase of the maintenance service rates or other charges (Annual Charges) which are to be paid on or before the Anniversary Date.

This Agreement will automatically renew for an additional period of one (1) year on each Anniversary Date unless terminated by the parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that this Agreement shall immediately terminate upon notice from Telcom Innovations Group to Customer in the event that Customer shall fail to pay the Annual Charges hereunder.

## **3. TAXES**

The Annual Charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either Telcom Innovations Group or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by Telcom Innovations Group or Customer, except for taxes based on Telcom Innovations Group' net income on capital stock, which shall be borne by Telcom Innovations Group.

## **4. LIMITATION OF LIABILITY**

The Customer agrees that neither Telcom Innovations Group nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury, or death to the Customer's agents, employees, or customers arising in connection with the maintenance services provided by Telcom Innovations Group or its subcontractor under this Agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Telcom Innovations Group officers, employees, or agents.

IN NO EVENT SHALL TELCOM INNOVATIONS GROUP OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR EQUIPMENT.

## **5. FORCE MAJEURE**

The timeliness of performance by Telcom Innovations Group of maintenance services hereunder or the performance of any other obligations of Telcom Innovations Group under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of Customer, inability of Telcom Innovations Group subcontractors to perform, or any other cause beyond the reasonable control of Telcom Innovations Group, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Telcom Innovations Group). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

## **6. ASSIGNMENT**

Telcom Innovations Group may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, Telcom Innovations Group' obligation to provide maintenance services, provided that Telcom Innovations Group first gives adequate prior written notice thereof to the Customer. Customer shall not assign or subcontract any part or all of its interests hereunder except upon written consent of Telcom Innovations Group, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Telcom Innovations Group' prior written consent shall be null and void.

## **7. GOVERNING LAW**

The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement, which is or are declared to be invalid, unenforceable, null and void, or unconstitutional, shall not affect the validity of the remaining provisions thereof.



April 10, 2024

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

Fire Department Wall Landscaping

This Landscaping Services Contract (the “Agreement”) effective as of 05-22-2023 (the “Effective Date”), is entered into by and between McAdam Landscaping, Inc. d/b/a McAdam Landscape Professionals, having its principal place of business at 2001 Des Plaines Ave, Forest Park, IL 60130 (the “Landscaper”), and Village of Forest Park (“Client”, together with Landscaper, the “Parties”, and each, a “Party”).

WHEREAS, the Landscaper is engaged in the business of offering landscaping services; and

WHEREAS, the Client desires to retain the services of the Landscaper to render landscaping services conforming to the Client’s design and direction according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Landscaper and the Client covenant and agree as follows:

**1. The Property.**

The location at which the Landscaper shall perform such services is located at the address as specified in Exhibit A, which is attached hereto and incorporated by this reference (the “Property”). The Client warrants and represents that the Client either owns the Property holds the authority to engage the Landscaper for the Landscaping Services requested on the Property.

**2. Term.**

The Landscaper shall complete the Landscaping Services described herein.

**3. Landscaping Services.**

The Landscaper agrees that it shall perform the landscaping services described herein (the “Landscaping Services”). In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase.

**Removals**

Remove all unwanted plant material including stumps. Remove unwanted hardscape material including flagstone pieces, scattered pavers, and loose rocks.

<u>Quantity</u>	<u>Units</u>	<u>Description</u>
1.5	cuyd	Debris, Brush and Limbs
2	cuyd	Debris, Construction
1	ea	Labor charge
1	day	Stump Grinder Rental

Subtotal: \$1,251.61

Initials: \_\_\_\_\_

**Plant Installation**

Install and furnish all plant material as shown on the plan. The plant bed will be amended with a blended compost and top dressed with mulch. Initial watering will be provided at time of installation.

<u>Quantity</u>	<u>Units</u>	<u>Description</u>
9	# 1 Cont.	Agastache 'Blue Fortune'
1	# 5 Cont.	Amelanchier Standing Ovation
5	# 1 Cont.	Andropogon gerardi 'Blackhawks'
16	# 1 Cont.	Asclepias tuberosa
3	# 1 Cont.	Baptisia Decadence Series 'Lemon Meringue'
3.5	cuyd	Compost, Blended Mix Installation
3	# 3/5 Cont.	Cotinus coggygria 'Winecraft Gold'
5	# 1 Cont.	Echinacea 'Magnus'
6	# 3 Cont.	Hydrangea paniculata 'Fire Light Tid Bit'
2	# 3 Cont.	Hydrangea paniculata 'Little Lime Punch'
5.25	cuyd	Mulch, Shredded Hardwood - Bulk
10	# 1 Cont.	Panicum virgatum 'Northwind'
3	# 2 Cont.	Panicum virgatum 'Rotstrahlbusch'
6	# 1 Cont.	Penstemon 'Dark Towers'
1	# 3 Cont.	Physocarpus opulifolius 'Panther'
3	# 1 Cont.	Ratibida pinnata
2	# 1 Cont.	Vernonia lettermanii 'Iron Butterfly'
11	# 1 Cont.	Veronica 'Purpleicious'

Subtotal: \$6,598.60

Initials: \_\_\_\_\_

**4. Fees.**

a. **Base Fees.** In consideration for the Landscaping Services, the Client shall pay the Landscaper per the above price schedule.

b. **Re-stocking Fees.** Once a contract is signed and the plant material is ordered, any changes to the order or contract will result in the assessment of a twenty-five percent (25%) re-stocking fee.

c. **Design Fees.** There is a charge for any landscape design. The fee includes one revision. If more than one revision is requested, Client will be billed an additional \$80.00 per hour for the cost to do the revision, with a one (1) hour minimum and billed in 1/2 hour increments thereafter.

d. **Additional Fees Outside the Scope of Work.** Contractor shall charge for any additional work not included in the Landscaping Services and any landscape materials not detailed herein. The contractor is not responsible for the relocation of irrigation heads or pipes due to changes in the landscape. Any changes needed to accommodate new plantings; bed lines, etc., are the responsibility of the Client, unless otherwise agreed to in writing prior to the landscape installation. If the Contractor is confronted with unforeseen conditions, such as wet areas, underground drainage tiles, unknown electrical wire, buried foundations, rocks, or other conditions or materials detrimental to the schedule, budget, landscape or landscape design, there will be an additional cost. The Contractor also assumes no liability in the repair of any heads or irrigation pipes not marked by the Client or their irrigation contractor prior to work, but will use reasonable care in trying to avoid these items.

e. **Invoices.** All invoices are due immediately upon receipt of the invoice. Contractor shall be entitled to a late charge on the [Net balance] [each installment] not received within ten (10) days of the date of the invoice, an amount not to exceed the lesser of five percent (5%) of [such balance] [installment] or \$5.00. In the event all amounts due hereunder are not paid within thirty (30) days [of the date of completion] [of any due date specified herein], Contractor shall be entitled to interest at the rate of eighteen percent (18%) per annum, prorated on a daily basis, from the date of completion until such amounts are paid in full, but if Contractor collects interest under this paragraph, it shall be entitled to any late charges on the then unpaid amounts. Client agrees to pay all costs incurred by Landscaper to enforce this Agreement, including but not



limited to all attorneys' fees. All terms and provisions of this contract shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

f. **Fuel Surcharge.** Invoices may reflect a fuel surcharge during periods of extremely volatile pricing of petroleum derived products, both motor fuel and petroleum component supplies. In the event that the price of unleaded gasoline exceeds \$4.25 per gallon, on the day of the date of invoice, McAdam will add an additional charge to the monthly contract price in accordance with the following schedule

> \$4.25 = 3.50%	> \$4.75 = 4.00%	> \$5.25 = 4.50%
------------------	------------------	------------------

If any job is not complete during any month, an amount equal to the portion of the work completed shall be invoiced and the due date shall be subject to the terms above. If for any reason a specific plant is not available, either a substitution shall be made with the consent of the property owner or a credit for the plant will be issued at the time of billing. If the substituted plant is more expensive than the original plant, it shall be installed only after notifying the owner of the cost increase and receiving the customer's approval.

It is mutually agreed that all material furnished hereunder shall remain the property of Contractor until all payments specified herein have been made in full and that Contractor may regain possession thereof, without notice to Client, upon default in any of the payments specified herein.

#### **5. Client Responsibilities.**

The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed:

- a. Accurately apprise the Landscaper as to the property lines of the Property to ensure the Landscaper does not encroach on any third party's property.
- b. Accurately apprise the Landscaper as to any subsurface water utility, irrigation, or private gas or electric utilities.
- c. Client shall pay any applicable sales or use taxes incurred hereunder.

#### **6. Landscaper Responsibilities.**

In performing the Landscaping Services, the Landscaper shall be responsible for the following:

- a. Obtaining any permits required to perform the Landscaping Services.
- b. Oversight of the materials to be purchased to perform the Landscaping Services.
- c. Clean the Property and remove all debris after performing the Landscaping Services.
- d. Obtaining liability insurance.
- e. Contact J.U.L.I.E. for utility marking.

#### **7. Warranty.**

All trees and shrubs are guaranteed to be true to name and guaranteed to survive for a period of one (1) year following installation. There is a one-(1) time replacement policy per plant and no replacement plant shall be covered by any warranty. Provided the plants receive acceptable care (including proper watering, suitable mulch (hardwood or leaf compost), and appropriate mulch depth application) and your account is paid as agreed, the guarantee will be honored. An extended warranty is available for an additional expense when a maintenance agreement is executed. Necessary replacements with plants of the specified size, or at the Client's option, other plants of equal value, shall be made during the next appropriate season following written notice of plant loss from the Client. Seed, annuals, transplanted materials, plants in pots or planters, plants receiving mechanical damage, plants damaged by an act of God, and plants or materials stolen from the site are not covered by this guarantee. Sod is guaranteed from completion until the first frost except as conditions described above allow, perennials, roses and groundcovers which shall be guaranteed for sixty (60) days from the date of completion; pavers shall be guaranteed for 2 years against installation failures; provided, however, that such guarantees shall be null and void and of no effect if all amounts due hereunder are not paid within ten (10) days from the date of the final invoice.

#### **8. Promotion.**

The Client hereby authorizes the Landscaper to take photographs of the Client's property for the use of promoting the Landscaper's Landscaping Services at the Landscaper's discretion and grants the Landscaper the sole right in the intellectual property of any such photographs.

#### **9. Indemnification.**

The Client agrees to indemnify, defend, and hold harmless the Landscaper from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

#### **10. No Modification Unless in Writing.**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**11. Applicable Law.**

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Illinois] and subject to the exclusive jurisdiction of the federal and state courts located in Cook County, Illinois.

**12. Notices.**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth herein (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). For Notice to Landscaper, a copy must be sent to ROCK, FUSCO & CONNELLY, LLC | Attn: Matt Connelly | 321 N. Clark Street, Suite 2200 | Chicago, IL 60654. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

**13. Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement

**14. FORCE MAJEURE.** If the critical path activities of our work or services are delayed, through no fault of McAdam Landscaping, Inc., or its Subcontractors or Sub-subcontractors, by a Force Majeure Event, then the completion date and/or fees set forth herein shall be equitably adjusted by a change order to reflect the impact of the Force Majeure Event on the critical path activities of the work or services. "**Force Majeure Event**" means an act of God, fire, tornado, hurricane, flood, earthquake, pandemic (including, but not limited to COVID-19), explosion, war on American soil, act of terrorism on the project, civil disturbance or unrest, labor strikes away from the project site, and other unavoidable casualties.

**15. ASSIGNMENT; MERGERS & ACQUISITIONS.** Neither party shall assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. In the event of (i) a merger of Client with another entity, (ii) the sale or transfer of a majority of Client's assets, or (iii) an acquisition of fifty percent (50%) or more of the Client's voting stock or other voting interests by a third party, this Agreement will be binding upon, enforceable by, and inure to the benefit of the acquiring entity and their respective successors and assigns.

**This proposal is valid for a period of seven (7) days from the proposed date. If not accepted within seven (7) days, pricing will be subject to change and require submittal of an updated proposal.**

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**MCADAM LANDSCAPING, INC. D/B/A MCADAM LANDSCAPE PROFESSIONALS**

ACCEPTED AND AGREED

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

Title: Mayor

Date: 4/16/2024

ACCEPTED AND AGREED

McAdam Landscaping, Inc.

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

Title: President

Name: W Scott McAdam

Date: 4/10/2024

REVISION	BY

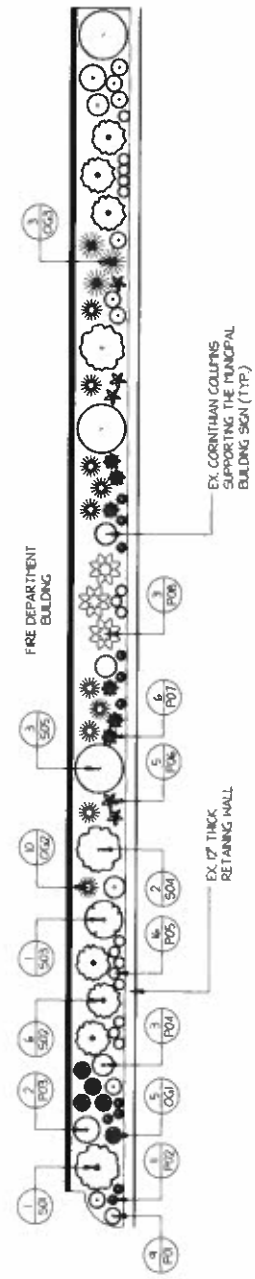
McADAM LANDSCAPE PROFESSIONALS  
 2001 Des Plaines Avenue  
 Forest Park, Illinois 60130  
 Tel 708-771-2288 Fax 708-771-4553  
 www.mcadamlandscapespc.com

VIG OF FOREST PARK  
 517 Des Plaines Avenue  
 Forest Park IL  
 FIRE DEPT WALL LANDSCAPING

DATE 06-16-23  
 SCALE 1" = 8'  
 DRAWN BY SMR  
 SHEET J-10  
 NORTH

This plan is the property of McAdam Landscaping, Inc. Any unauthorized use is prohibited. Green scale is used as a guide, not an absolute.

Key	Qty	Botanical Name	Common Name
<b>Shrubs</b>			
S01	1	<i>Amelanchier alnifolia 'Obelisk'</i>	STANDING OVATION SERVICEBERRY
S02	6	<i>Hydrangea paniculata 'Fire Light Tabot'</i>	FIRE LIGHT TIDBIT HYDRANGEA
S03	1	<i>Physocarpus opulifolius N5</i>	PANTHER NINEBARK
S04	2	<i>Hydrangea paniculata 'SIMPSON'</i>	LITTLE LITE RANG-HYDRANGEA
S05	3	<i>Colinus coccineus 'VINCENZI'</i>	NINECRAFT GOLD SHUCKEBUSH
<b>Ornamental Grasses</b>			
O01	5	<i>Andropogon gerardii 'Blackhawk'</i>	BLACKHAWKS BIG BUESTETI
O02	10	<i>Panicum virgatum 'Northwind'</i>	NORTHWIND SWITCH GRASS
O03	3	<i>Panicum virgatum 'Rotstrahlbusch'</i>	ROTSTRAHLBUSCH SWITCH GRASS
<b>Perennials and Annuals</b>			
P01	4	<i>Agastache x Blue Fortune'</i>	BLUE FORTUNE ANISE HYSSOP
P02	1	<i>Veronica x Purplicosa'</i>	PURPLECIOUS SPEEDWELL
P03	2	<i>Veronica kilmarnockii 'Von Blatterly'</i>	RION BUTTERFLY IRONWEED
P04	3	<i>Ratibida pinnata</i>	GREY-HEAD CONEFLOWER
P05	16	<i>Asclepias tuberosa</i>	BUTTERFLY MILKWEED
P06	5	<i>Echinacea purpurea 'Tangut'</i>	MAGNUS CONEFLOWER
P07	4	<i>Pentstemon x Dark Tower'</i>	DARK TOWER BEARDTONGUE
P08	3	<i>Baptisia x Lemon Honey'</i>	LEMON HEDGE FALSE INDIGO



EX CORINTHIAN COLUMNS  
 SUPPORTING THE MUNICIPAL  
 BUILDING SIGN (TYP)

EX 17 THICK  
 RETAINING WALL

TO: Board of Education, Forest Park School District 91

FROM: Robert G. Hubbard, Assistant Superintendent of Finance and Operations

DATE: Thursday, April 11, 2024

RE: Recommendation to Approve Non-Exclusive Permit and Indemnity Agreement between the Village of Forest Park and District 91 for Block Party Celebration at Betsy Ross Elementary School on Friday 5/31/2024

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Recommendation:

It is the recommendation of the Assistant Superintendent of Finance and Operations to approve the Non-Exclusive Permit and Indemnity Agreement between the Village of Forest Park and District 91 for a Block Party Celebration at Betsy Ross Elementary School on Friday 5/31/2024.

Background:

Betsy Ross Elementary School is having a block party celebration on Friday 5/31/2024—the last day of school.

A permit is required by the Village of Forest Park for events or activities that include the use of public property, right of way and/or equipment that is considered “Village Property.” The street (Marengo Avenue) that is included for the block party is deemed public property.

Requested for approval is the attached Non-Exclusive Permit and Indemnity Agreement as required by the Village of Forest Park that authorizes the use of Marengo Avenue for the block party celebration event.

Also among the documentation required by the Village of Forest Park is a certificate of insurance that adds the Village as an insured entity to the District 91 property/casualty and workers’ compensation insurance coverages for the date and duration of this event.



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

Feb 2024

(Date)

**INFORMATION:**

Name of Entity Betsy Ross Elementary School  
Street Address: 1315 Marengo Phone: (708) 366-7498  
City, State, Zip Code: Forest Park IL 60130  
Name of Owner: District 91 Phone: (708) 366-5700  
Person to Contact: Timsa Huff Phone: (708) 366 7498

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.): Street Closure  
'end of Year Block Party'

Schedule (Give dates and times, including set up and tear down): 9am - 2pm  
May 31, 2024

Proposed location (Include sketch of layout with measurements):  
Marengo Ave from 13th - 14th

General description of use as well as any special requests:  
We are having our end of year block  
party for our students + families  
bouncy house picnic style lunch  
games

Anticipated needs of Village personnel, equipment and/or property: \_\_\_\_\_

construction horses to block both corners  
of 13th + 14th on Marengo Ave

**INSURANCE:**

No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.

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

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

Certificate attached  \_\_\_\_\_

**INDEMNITY AGREEMENT:**

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

**SURETY BOND REQUIRED**

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

**MISCELLANEOUS:**

Specify any other circumstances, conditions, or anticipated needs not covered in this application: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**CASH DEPOSIT:**

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

**FEES AND REMUNERATION:**

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

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



*Nury's Uceta-Ramos*

Print Name

*Director of Engagement*

Title

Date

APPROVED:

Village Clerk

Date

## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 11<sup>th</sup> day of April, 2024, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and Forest Park SD 91, (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 Block Party ("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 May 31, 2024, at 7 a.m./p.m., and ending May 31, 2024, at 3 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 SD 91

By: Robert Hubbird 





FOREST PARK  
PUBLIC LIBRARY

7555 Jackson Blvd  
Forest Park IL 60130

708-366-7171  
[www.fppl.org](http://www.fppl.org)

Monday, April 15

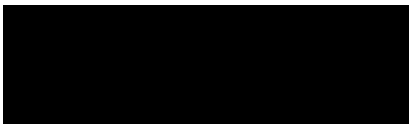
Mayor Rory Hoskins  
Commissioners of the Village of Forest Park  
517 Des Plaines Avenue  
Forest Park IL 60130

Dear Mayor and Commissioners:

I am writing to respectfully request permission to use The Grove on Saturday, June 29 from 12-5 pm for a kids outdoor science program. This event will be open to the public. All details are listed in the application.

Thank you for your attention to our request.

Sincerely,



Vicki Rakowski  
Library Director

## Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 15 day of April, 2024, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as "Village") and \_\_\_\_\_, (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 Library Program ("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 June 29, 2024, at 12 a.m./p.m., and ending June 29, 2024 at 5 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 Public Library

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



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

4/15/24  
(Date)

**INFORMATION:**

Name of Entity Forest Park Public Library  
Street Address: 7555 Jackson Blvd Phone: (708) 366-7171  
City, State, Zip Code: Forest Park IL 60130  
Name of Owner: Vicki Rakowski Phone: (708) 689-6112  
Person to Contact: Alicia Hammond Phone: (708) 689-6123

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):  
Library Event at the Grove

Schedule (Give dates and times, including set up and tear down):  
Sat, June 29 12-5pm

Proposed location (Include sketch of layout with measurements):  
The Grove

General description of use as well as any special requests:  
Science program for kids  
open to the public



Anticipated needs of Village personnel, equipment and/or property: \_\_\_\_\_

unlock bathroom doors and pull out  
5 picnic tables to have between  
the two pavillions

**INSURANCE:**

No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.

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

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

Certificate attached \_\_\_\_\_  
(initials)

**INDEMNITY AGREEMENT:**

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

**SURETY BOND REQUIRED**

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

**MISCELLANEOUS:**

Specify any other circumstances, conditions, or anticipated needs not covered in this application: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**CASH DEPOSIT:**

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

**FEES AND REMUNERATION:**

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

.....  
I have read, understand and agree to abide by the terms and conditions of Title 7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.

\_\_\_\_\_

Signature

*Vicki Rakowski*

Print Name

*Library Director*

Title

*4/15/24*

Date

APPROVED:

\_\_\_\_\_

Village Clerk

\_\_\_\_\_

Date



FOREST PARK  
PUBLIC LIBRARY

7555 Jackson Blvd  
Forest Park IL 60130

708-366-7171  
[www.fppl.org](http://www.fppl.org)

Monday, April 19

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

Dear Mayor and Commissioners:

I am writing to respectfully request permission to use The Grove on Sunday, August 11 from 8-10 am for an outdoor yoga program. This event will be open to the public. All details are listed in the application.

Thank you for your attention to our request.

Sincerely,

Vicki Rakowski  
Library Director



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

4-19-24  
(Date)

**INFORMATION:**

Name of Entity Forest Park Public Library  
Street Address: 7555 Jackson Blvd Phone: (708) 366-7171  
City, State, Zip Code: Forest Park IL 60130  
Name of Owner: Vicki Rakowski Phone: (708) 689-6112  
Person to Contact: Alicia Hammond Phone: (708) 689-6123

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):  
Use The Grove for Library Event

Schedule (Give dates and times, including set up and tear down):  
Sunday August 11 8am-10am

Proposed location (Include sketch of layout with measurements):  
The Grove

General description of use as well as any special requests:  
outdoor yoga class open to the public

Anticipated needs of Village personnel, equipment and/or property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSURANCE:**

No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.

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

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

Certificate attached \_\_\_\_\_  
(initials)

**INDEMNITY AGREEMENT:**

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

**SURETY BOND REQUIRED**

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

**MISCELLANEOUS:**

Specify any other circumstances, conditions, or anticipated needs not covered in this application: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**CASH DEPOSIT:**

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

**FEES AND REMUNERATION:**

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

I have read, understand and agree to abide by the terms and conditions of Title 7, Chapter 2, Section entitled "Private Use of Public Ways" of the Municipal Code of the Village of Forest Park, Cook County, Illinois.



Signature

Vicki Rakowski

Print Name

Library Director

Title

4/19/24

Date

APPROVED:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

(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: \_\_\_\_\_

By: Library Director





National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Village of Forest Park; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Village of Forest Park to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor, Rory E. Hoskins, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the Village of Forest Park, Illinois this 22nd day of April 2024.

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

Official Seal: