

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

Regular Village Council Meeting Agenda

Tuesday, October 12, 2021 – 7:00 p.m.

Meeting will be conducted In-Person and Via Zoom

You may listen to the meeting by participating in a Zoom conference call as follows:

Dial-In Number: 312-626-6799; Meeting ID 864-0555-7820; Passcode 499072 or by clicking here:

<https://us02web.zoom.us/j/86405557820?pwd=YlE5UktNN04yQm1TMkkvMEJQTjQ0QT09>

Public Comments are required to be submitted to the Village Clerk in advance of the meeting:

In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m.

E-mail Comments: E-mail required to be sent to Village Clerk (vmoritz@forestpark.net) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. September 27, 2021 Village Council Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
 - a. Consideration of request regarding Harvard Street Corridor flower planters
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Ordinance Authorizing the Acceptance of a Proposal from Springbrook Holding Company, LLC for Software Services
 - b. Ordinance Amending Section 3-3-6 Entitled “License Fee and Number:” of Chapter 3 Entitled “Liquor Control” of Title 3 Entitled “Business and License Regulations” of the Village Code of Ordinances of the Village of Forest Park, Cook County, Illinois (Creation and Deletion of Liquor Licenses)
 - c. Ordinance Amending Sections 3-3-5-M and 3-3-12 of the Village of Forest Park Liquor Code Pertaining to Patio (Beer Garden) Licenses and Entertainment Licenses
 - d. Motion to approve Amusement Establishment License Applications from Angelo O’Leary’s (7522 Madison Street), Blueberry Hill (427 Des Plaines) and Scratch Kitchen (7445 Madison Street) per Section 3-3-12 of the Village’s Liquor Code
 - e. Resolution Authorizing the Waiver of the Hiring Freeze for IMRF Employees Regarding the Hiring of a Full-Time Parking Enforcement Officer and a Full-Time Police Desk Clerk
 - f. Resolution for the Improvement Under the Illinois Highway Code (Allocation of MFT Funds to be used in conjunction with 2022 Jackson Boulevard improvement project)
 - g. Ordinance Approving and Authorizing the Execution of Supplemental License Agreements for Use of Certain Village Infrastructure in Rights of Way By and Between Chicago SMSA Ltd. Partnership (Verizon Wireless) and the Village
 - h. Motion to approve the North Riverside FAN Club Raffle License Application
 - i. Motion to approve banner request by D91 Northside Parent Teacher Council
10. ADMINISTRATOR’S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, SEPTEMBER 27, 2021**

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

ROLL CALL

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the minutes from the September 13, 2021, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$332,673.52.

**R-76-21
APPROVAL OF BILLS IN
THE AMOUNT OF
\$332,673.52
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving and ratifying the execution of Change Order No. 5 to the contract with KLF Enterprises, Inc. for the Altenheim Buildings Demolition Project be adopted.

**R-77-21
RESOLUTION APPROVING
CHANGE ORDER NO. 5
FOR ALTENHEIM
DEMOLITION PROJECT
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Byrnes that the Resolution authorizing the execution of an Intergovernmental Agreement between the Village of Forest park and Forest Park Public School District 91 for the purpose of the coordinated assignment of crossing guards be adopted.

**R-78-21
RESOLUTION APPROVING
IGA WITH SCHOOL
DISTRICT 91 FOR
CROSSING GUARD
ASSIGNMENTS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Ordinance amending Section 2-4-2 of Chapter 4 of Title 2 of the municipal code of the Village of Forest Park be adopted. It was discussed that with the transfer of the pocket parks, the Board wanted to update their duties. Chair Amy Binns-Calvey was recognized.

**O-32-21
ORDINANCE AMENDING
RECREATION BOARD
DUTIES
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution confirming the appointment of the members to the Forest Park Public Library Board of Trustees be adopted. It was discussed that this was a cleanup to bring the trustees terms in line with Illinois statutes.

**R-79-21
RESOLUTION CONFIRMING
TERMS OF LIBRARY
BOARD TRUSTEES
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the levy of an additional Library Tax for Building and Maintenance be adopted.

**R-80-21
RESOLUTION FOR
ADDITIONAL LIBRARY
BUILDING AND
MAINTENANCE LEVY
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Ordinance authorizing the purchase of one 10,000 pound in-ground smart lift be adopted. It was discussed that this is to replace the vehicle lift at the village garage that is no longer operating. It was further discussed that the pricing was obtained through the state bid program.

**O-33-21
ORDINANCE APPROVING
PURCHASE OF VEHICLE
LIFT FOR FLEET
MAINTENANCE
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Voogd to approve the request from the Forest Park Chamber of Commerce to hold their 9th annual Casket Races and to display banners promoting the October 23rd event.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**CHAMBER REQUEST TO
HOLD CASKET RACES
AND DISPLAY BANNERS
APPROVED BY MOTION**

There was a joint motion and second to approve the request from Sarah's Inn to display purple ribbons along Madison Street and Roosevelt Road to promote National Domestic Violence Awareness Month.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**SARAH'S INN REQUEST TO
PROMOTE NATIONAL
DOMESTIC VIOLENCE
AWARENESS MONTH
APPROVED BY MOTION**

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

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**COMMUNITY CENTER
AGREEMENT WITH APPLE
HOLLER
APPROVED BY MOTION**

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

**BOARD OF FIRE AND
POLICE COMMISSIONERS
DIRECTED TO PROMOTE
DEPUTY FIRE CHIEF, FIRE
LIEUTENANT AND HIRE
ONE PROBATIONARY
FIREFIGHTER
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Voogd to approve the Amusement Establishment License Application submitted by Kribi Coffee for indoor events scheduled through the year. It was discussed that no outdoor activities are to take place and the license will expire at the same time the current liquor license expires.

**KRIBI COFFEE
AMUSEMENT
ESTABLISHMENT LICENSE
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: Commissioner Byrnes

ABSENT: None

The motion carried.

It was moved by Commissioner Nero and seconded by Commissioner Maxham to approve the raffle license application submitted by OPRF Infant Welfare Society for their fundraiser to be held on December 21, 2021.

**INFANT WELFARE
SOCIETY RAFFLE LICENSE
APPLICATION
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Nero to approve the raffle license application submitted by Anthony Ambrose Scholarship Foundation for their fundraiser to be held on October 2, 2021.

**AMBROSE SCHOLARSHIP
RAFFLE LICENSE
APPLICATION
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei expressed his gratitude appreciation to Honor Flight Chicago, the Public Works Department, Tanzla Davis-Rodriguez and all those who arranged the event honoring the 5 village residents who served in the Korean and Vietnam wars.

COMMISSIONER'S REPORTS:

Commissioner Byrnes echoed the administrator's sentiments regarding the Honor Flight event as well as the welcome home ceremony held at Village Hall. The commissioner shared some of his experience and expressed his gratitude for the recognition and welcome home.

Commissioner Maxham reported that, in addition to the new White Crane restaurant on Harlem, Forest Park is expecting 3 more new restaurants to open in the near future. The Chipotle at Harlem and Madison is anticipated to open in the spring of 2022, and Mr. Beef & Pizza at 123 Harlem and Taco Bell at 161 Harlem are each planning to open by the end of this year. Next the commissioner reported that she, and Commissioner Voogd have begun discussions with the Altenheim Director and Board members, along with the village's planning consultant to discuss the future of the village-owned property, adding that there is a covenant in place for the quiet enjoyment of the residents and a lot of thought will go into what eventually happens with this land.

Commissioner Nero reported that the Public Works staff has starting their fall leaf pickup activities. Residents may rake leaves into the street and the village will pick them up nightly. The commissioner urged property owners to keep up with cleaning up the leaves as if they are left to accumulate, they can attract rodents.

Commissioner Voogd gave an update on the status of the Altenheim Demolition, which is wrapping up now. The final debt payment will be this November. The commissioner is working on a community strategy regarding the property and will be conducting public outreach for information sharing and input. There will be a dedicate page on the village's website to keep the public informed on the progress. The commissioner is hoping to meet with local groups in an effort to share information. Next the village's Tree City application has been approved at the state level and was forwarded to the Arbor Day Foundation. An application will be submitted for an additional Tree City Growth Award in the near future. The department is preparing for the upcoming snowfall season and are expecting the delivery of the new plow truck by December. Last, the commissioner stated that the Public Works department truly accomplishes a lot with the aging fleet and equipment on hand. The fleet management software system should be in place soon. The commissioner expressed her appreciation to Finance Director, Tish Olmsted and Fleet Manager, George Prescott for their hard work in getting this accomplished.

Mayor Hoskins happily reported that the village and the Police Department prevailed in a civil trial and were found not liable by a jury in this case regarding a scuffle in 2016. In addition, Acting Chief Gross advised that the department is just about ready for 100% rollout of the body cameras for all police officers, and have a solid policy in place. The village is planning to create a new E-Newsletter to inform all those who want to be in the know about the village. Sign-up is available on the village's website. The Community Center hosted a COVID-19 Booster Vaccination event and plans to hold more as well as free flu shot clinics for village residents. Recent events include the OK Classic, which was well attended and the Kiwanis Peanut Day. Last, two new Police Officers were sworn in last Friday and will be attending the Chicago Police Academy in the coming weeks.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 8:01 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

October 7, 2021

For Council consideration at the normal meeting scheduled for October 12th:

In an effort to continue our ongoing efforts to beautify the Harvard Street corridor, Rob Sall and myself (John Cunningham), both Forest Park residents, are seeking consideration and approval from the Forest Park Village Council to work in the village planters on that street.

Firstly, we seek approval to continue to work in the planters at and along the three intersections of Harvard and Thomas/Beloit/Ferdinand, including those along the south side of Ed's Way grocery store without the need of the permit and fees required according to village code 7-2-1. Our work includes the planting of spring bulbs such as iris, tulips, daffodils, crocus, hyacinth and muscari, as well as flowering annuals such as marigolds, zinnia, begonia and other similar flowering plants, as well as perennials such as coneflower, beebalm, coreopsis, Agastache and daisy. This work would be ongoing in the fall of 2021 and throughout the year in 2022.

Secondly, we seek approval to plant approximately 10,000 tulip bulbs in the medians on Harvard Street near Des Plaines Ave and Harlem Ave with a group of volunteers from the community. We would further request that Public Works, in the name of safety, block off portions of Harvard to allow volunteers to safely work in each median. The street closures would not cut off the flow of north/south traffic, just east/west traffic along Harvard. Additionally, we would ask that the Public Works water thoroughly the areas where the bulbs are planted to encourage root growth before the winter freeze. The time frame for this event has not been set but would occur, with at least 10 days notice to the Village, between October 24th and December 12th.

Thank you for your consideration

John Cunningham and Rob Sall

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 | \$ 700.00 |
| Public Affairs | \$ 80,914.08 |
| Police Department | \$ 2,248.72 |
| Community Center | \$ 3,520.73 |
| Accounts & Finance (Clerks Office) | \$ 149,338.74 |
| Accounts & Finance (Fire Department) | \$ 33,657.09 |
| Department of Health & Safety | \$ 5,087.49 |
| Street Department | \$ 91,206.40 |
| Public Property | \$ 46,687.57 |
| Seizure | \$ 1,101.96 |
| Federal Customs | \$ 1,181.42 |
| TIF | \$ 2,290.50 |
| VIP | \$ 2,173.45 |
| Water Department | \$ 37,097.47 |
| TOTAL | \$ 457,205.62 |

ADOPTED BY THE Council of the Village of Forest Park this 12th Day of October, 2021.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



| Account Number | Vendor | Invoice Date | Amount |
|-------------------------|-------------------|--------------|----------|
| 100-00-000-2001-002 | Scott Whitebone | 09/14/2021 | \$400.00 |
| 100-00-000-4230-135 | V & T Investments | 09/23/2021 | \$300.00 |
| Refunds and Allocations | | | \$700.00 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------------|--------------|-------------|
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$7,927.34 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$228.00 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$171.00 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$62.70 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$2,251.24 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$152.00 |
| 100-10-101-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$349.80 |
| 100-10-101-6120-160 | Verizon Wireless | 09/22/2021 | \$42.03 |
| 100-10-101-6120-305 | Starship Subs | 09/23/2021 | \$78.00 |
| 100-10-101-6120-305 | Westgate Flowers Plants | 08/09/2021 | \$50.00 |
| 100-10-101-6150-112 | West Central Municipal Conf | 08/30/2021 | \$14,569.68 |
| 100-10-101-6150-152 | Verizon Wireless | 09/22/2021 | \$334.20 |
| 100-10-101-6150-152 | Verizon Wireless | 09/22/2021 | \$84.80 |
| 100-10-101-6150-202 | C.O.P.S. TESTING SERVICE | 09/20/2021 | \$800.00 |
| 100-10-101-6150-202 | Health Endeavors SC | 09/23/2021 | \$745.00 |
| 100-10-101-6150-202 | Health Endeavors SC | 09/23/2021 | \$745.00 |
| 100-10-101-6150-202 | Stanard & Associates Inc. | 09/23/2021 | \$5,207.79 |
| 100-10-101-6150-210 | Metro Reporting Services LTD | 09/15/2021 | \$510.00 |
| 100-10-101-6150-210 | Storino Ramello & Durkin | 08/31/2021 | \$3,543.50 |
| 100-10-101-6150-220 | Shavon Wesley | 09/22/2021 | \$330.00 |
| 100-10-101-6150-300 | West Suburban Cons Dispatch Center | 09/01/2021 | \$42,667.00 |
| 100-10-101-7000-150 | Telcom Innovations Group LLC | 09/24/2021 | \$65.00 |
| | Public Affairs | | \$80,914.08 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|--------------|------------|
| 100-12-121-6150-114 | Northwest Police Academy | 08/31/2021 | \$75.00 |
| 100-12-123-6145-202 | CellTech LLC | 09/29/2021 | \$1,000.00 |
| 100-12-124-6145-211 | Sirchie Fingerprint Lab. | 09/22/2021 | \$61.57 |
| 100-12-124-6150-114 | Thomson Reuters-West | 09/01/2021 | \$386.25 |
| 100-12-130-6145-100 | Pro Line Embroidery LLC | 09/14/2021 | \$445.98 |
| 100-12-130-6145-100 | WORK N GEAR | 09/02/2021 | \$69.98 |
| 100-12-130-6145-100 | WORK N GEAR | 09/02/2021 | \$69.98 |
| 100-12-130-6145-100 | WORK N GEAR | 09/02/2021 | \$65.98 |
| 100-12-130-6145-100 | WORK N GEAR | 09/13/2021 | \$73.98 |
| Police Department | | | \$2,248.72 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-----------------------------|--------------|------------|
| 100-15-151-6140-200 | SCHAUERS HARDWARE | 08/31/2021 | \$79.90 |
| 100-15-154-6170-105 | AA Rental Center | 09/07/2021 | \$2,077.50 |
| 100-15-154-6170-105 | SCHAUERS HARDWARE | 08/31/2021 | \$54.42 |
| 100-15-154-6170-105 | Joel Albright | 09/14/2021 | \$370.00 |
| 100-15-154-6170-105 | HOME DEPOT CREDIT | 08/25/2021 | \$88.91 |
| 100-15-154-6170-105 | Leonard Branding and Design | 09/13/2021 | \$325.00 |
| 100-15-154-6170-105 | S & S Electric Service Inc | 09/17/2021 | \$475.00 |
| 100-15-154-6170-114 | BLUE CAB CO. | 08/19/2021 | \$50.00 |
| Community Center | | | \$3,520.73 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------------|--------------|--------------|
| 100-21-211-5005-002 | Blue Cross-Blue Shield of Ill | 09/16/2021 | \$122,456.74 |
| 100-21-211-5005-002 | Fidelity Security Life Ins Co. | 07/22/2021 | \$524.18 |
| 100-21-211-5005-002 | Fidelity Security Life Ins Co. | 07/22/2021 | \$105.60 |
| 100-21-211-5005-002 | Fidelity Security Life Ins Co. | 09/22/2021 | \$95.40 |
| 100-21-211-5005-002 | Fidelity Security Life Ins Co. | 09/22/2021 | \$554.62 |
| 100-21-211-5005-002 | Guardian - Appleton | 09/22/2021 | \$7,871.66 |
| 100-21-211-6100-110 | Lauterbach & Amen LLP | 09/13/2021 | \$12,375.00 |
| 100-21-211-6110-110 | Xerox Financial Services | 09/10/2021 | \$140.49 |
| 100-21-211-6110-110 | Xerox Financial Services | 09/10/2021 | \$67.88 |
| 100-21-211-6140-102 | FED EX | 09/21/2021 | \$53.67 |
| 100-21-211-6140-104 | Jackson-Hirsh Inc | 09/22/2021 | \$43.33 |
| 100-21-211-6140-104 | Office 8 | 09/30/2021 | \$251.93 |
| 100-21-211-6140-104 | Pitney Bowes INC | 09/14/2021 | \$314.91 |
| 100-21-211-6140-104 | Quill | 09/01/2021 | \$88.75 |
| 100-21-211-6140-104 | Quill | 09/09/2021 | \$144.48 |
| 100-21-211-6140-110 | Forest Printing | 09/22/2021 | \$71.65 |
| 100-21-211-6140-112 | Forest Printing | 09/13/2021 | \$94.00 |
| 100-21-211-6140-140 | Quill | 09/01/2021 | \$39.05 |
| 100-21-211-6140-140 | Quill | 09/15/2021 | \$17.01 |
| 100-21-211-6150-116 | Growing Community Media NFP | 09/15/2021 | \$25.00 |
| 100-21-211-6150-116 | Growing Community Media NFP | 09/22/2021 | \$25.00 |
| 100-21-211-6150-116 | Growing Community Media NFP | 09/29/2021 | \$25.00 |
| 100-21-211-6150-125 | Vanessa Moritz | 09/21/2021 | \$516.75 |
| 100-21-211-6150-150 | AT&T | 09/19/2021 | \$874.20 |
| 100-21-211-6150-150 | AT&T | 09/19/2021 | \$468.08 |
| 100-21-211-6150-150 | AT&T | 09/25/2021 | \$110.00 |
| 100-21-211-6150-150 | AT&T | 09/25/2021 | \$54.71 |
| 100-21-211-6150-150 | AT&T | 09/25/2021 | \$55.35 |
| 100-21-211-6150-150 | AT&T | 09/25/2021 | \$58.69 |
| 100-21-211-6150-150 | AT&T LONG DISTANCE | 09/04/2021 | \$1.23 |
| 100-21-211-6160-005 | RUSH University Medical Center | 09/08/2021 | \$9.28 |
| 100-21-211-7000-080 | Xerox Financial Services | 09/10/2021 | \$120.89 |
| 100-21-211-7000-080 | Xerox Financial Services | 09/10/2021 | \$1,684.21 |

Accounts & Finance (Clerks Office)

\$149,338.74



| Account Number | Vendor | Invoice Date | Amount |
|--------------------------------------|------------------------------|--------------|--------------|
| 100-30-302-6110-150 | Verizon Wireless | 09/22/2021 | \$155.04 |
| 100-30-302-6110-200 | 5 Alarm Fire & Safety Equip | 09/23/2021 | \$755.00 |
| 100-30-302-6110-200 | American Test Center Inc | 09/20/2021 | \$492.00 |
| 100-30-302-6145-105 | VCG Uniform | 09/08/2021 | \$40.45 |
| 100-30-302-6150-122 | Michael Kinder | 09/24/2021 | \$55.00 |
| 100-30-303-6100-160 | Metro Paramedic Services Inc | 09/20/2021 | \$37,738.00 |
| 100-30-303-6100-160 | Metro Paramedic Services Inc | 09/20/2021 | (\$6,727.40) |
| 100-30-303-6145-300 | RR Donnelly | 09/09/2021 | \$737.66 |
| 100-30-303-6145-300 | Linde Gas North America LLC | 03/31/2021 | \$150.18 |
| 100-30-303-6145-300 | Linde Gas North America LLC | 06/23/2021 | \$144.26 |
| 100-30-303-6145-300 | Linde Gas North America LLC | 09/08/2021 | \$32.95 |
| 100-30-303-6145-300 | Linde Gas North America LLC | 09/08/2021 | \$83.95 |
| Accounts & Finance (Fire Department) | | | \$33,657.09 |



| Account Number | Vendor | Invoice Date | Amount |
|-------------------------------|-------------------------------|---------------------|---------------|
| 100-40-401-5000-017 | AMS Electric Inc | 08/31/2021 | \$1,575.00 |
| 100-40-401-5000-017 | Raymond Traynor | 09/28/2021 | \$990.00 |
| 100-40-402-6150-232 | B&F Construction Code Service | 07/12/2021 | \$1,943.11 |
| 100-40-402-6150-232 | B&F Construction Code Service | 09/14/2021 | \$200.00 |
| 100-40-402-6150-232 | B&F Construction Code Service | 09/23/2021 | \$100.00 |
| 100-40-403-6140-206 | Smithereen Pest Mgmt Services | 09/07/2021 | \$240.00 |
| 100-40-403-6150-230 | Elevator Inspection Services | 09/23/2021 | \$25.00 |
| 100-40-410-6140-202 | SCHAUERS HARDWARE | 08/31/2021 | \$14.38 |
| Department of Health & Safety | | | \$5,087.49 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------|--------------|-------------|
| 100-50-502-6185-106 | NOBS TOWING | 09/23/2021 | \$1,300.00 |
| 100-50-502-6185-106 | SNI Solutions | 09/24/2021 | \$7,120.00 |
| 100-50-502-6185-110 | SCHAUERS HARDWARE | 08/31/2021 | \$43.98 |
| 100-50-502-6185-110 | Lyons Pinner Electric Co | 09/21/2021 | \$330.36 |
| 100-50-502-6185-112 | Republic Services #551 | 09/15/2021 | \$1,869.90 |
| 100-50-502-6185-501 | Republic Services #551 | 09/15/2021 | \$35,516.32 |
| 100-50-502-6185-502 | Republic Services #551 | 09/15/2021 | \$24,907.94 |
| 100-50-502-6185-503 | Republic Services #551 | 09/15/2021 | \$3,445.76 |
| 100-50-502-6185-505 | West Cook County Solid Waste | 08/31/2021 | \$16,672.14 |
| Street Department | | | \$91,206.40 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|--------------|------------|
| 100-55-552-6145-100 | Frank Marasco | 09/20/2021 | \$109.95 |
| 100-55-552-6145-100 | Gempler's | 09/23/2021 | \$59.99 |
| 100-55-552-6180-114 | SCHAUERS HARDWARE | 08/31/2021 | \$12.59 |
| 100-55-552-6180-114 | Central Sod Farms Inc | 09/15/2021 | \$166.00 |
| 100-55-552-6180-114 | Central Sod Farms Inc | 09/15/2021 | \$52.00 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 07/25/2021 | \$365.00 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 09/15/2021 | \$6,915.80 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 09/26/2021 | \$177.08 |
| 100-55-553-6180-150 | Lyons Pinner Electric Co | 09/26/2021 | \$224.66 |
| 100-55-553-6180-160 | AEP Energy | 08/23/2021 | \$2,652.90 |
| 100-55-553-6180-160 | Com Ed | 08/24/2021 | \$576.30 |
| 100-55-553-6180-160 | Com Ed | 08/26/2021 | \$303.18 |
| 100-55-553-6180-160 | Com Ed | 08/26/2021 | \$85.18 |
| 100-55-553-6180-160 | Com Ed | 09/27/2021 | \$26.28 |
| 100-55-553-6180-160 | Com Ed | 09/27/2021 | \$25.61 |
| 100-55-553-6180-160 | Com Ed | 09/27/2021 | \$26.09 |
| 100-55-553-6180-160 | Com Ed | 09/27/2021 | \$34.44 |
| 100-55-553-6180-160 | Com Ed | 09/27/2021 | \$185.16 |
| 100-55-553-6180-160 | Com Ed | 09/28/2021 | \$29.25 |
| 100-55-553-6180-160 | Com Ed | 09/28/2021 | \$41.60 |
| 100-55-555-6180-100 | SCHAUERS HARDWARE | 08/31/2021 | \$12.59 |
| 100-55-555-6180-100 | Comcast | 09/08/2021 | \$210.45 |
| 100-55-555-6180-100 | Hick's Vacuum | 09/17/2021 | \$94.90 |
| 100-55-555-6180-100 | Illinois Alarm | 09/14/2021 | \$212.25 |
| 100-55-555-6180-100 | Quill | 08/25/2021 | \$27.44 |
| 100-55-555-6180-100 | Quill | 09/01/2021 | \$277.42 |
| 100-55-555-6180-100 | Quill | 09/15/2021 | \$307.47 |
| 100-55-555-6180-100 | West Town Mechanical | 09/28/2021 | \$465.00 |
| 100-55-555-6180-110 | Comcast | 09/02/2021 | \$50.40 |
| 100-55-555-6180-110 | Comcast | 09/12/2021 | \$2.10 |
| 100-55-555-6180-110 | Comcast | 09/13/2021 | \$128.95 |
| 100-55-555-6180-110 | Illinois Alarm | 09/14/2021 | \$398.75 |
| 100-55-555-6180-110 | West Town Mechanical | 09/10/2021 | \$423.50 |
| 100-55-555-6180-115 | Illinois Alarm | 09/14/2021 | \$274.45 |
| 100-55-555-6180-120 | Illinois Alarm | 09/14/2021 | \$274.50 |
| 100-55-555-6180-140 | SCHAUERS HARDWARE | 08/31/2021 | \$58.13 |
| 100-55-555-6180-140 | Anaya and Sons Fence Co | 09/28/2021 | \$1,250.00 |
| 100-55-555-6180-140 | Comcast | 09/07/2021 | \$2.10 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|-----------------------------|--------------|-------------|
| 100-55-555-6180-140 | Comcast | 09/22/2021 | \$170.60 |
| 100-55-555-6180-140 | USA BLUE BOOK | 09/21/2021 | \$45.84 |
| 100-55-555-6180-150 | SCHAUERS HARDWARE | 08/31/2021 | \$182.47 |
| 100-55-555-6180-150 | Case Lots Inc | 09/20/2021 | \$499.00 |
| 100-55-555-6180-150 | HOME DEPOT CREDIT | 08/16/2021 | \$135.85 |
| 100-55-555-6180-150 | HOME DEPOT CREDIT | 08/31/2021 | \$53.90 |
| 100-55-560-6180-175 | SCHAUERS HARDWARE | 08/31/2021 | \$71.98 |
| 100-55-570-6150-122 | Illinois Fire Chiefs Assoc | 09/23/2021 | \$200.00 |
| 100-55-570-6155-101 | Mohr Oil Company | 09/16/2021 | \$10,594.06 |
| 100-55-570-6155-101 | Mohr Oil Company | 09/16/2021 | \$4,879.90 |
| 100-55-570-6155-106 | Chicago Parts and Sound LLC | 09/29/2021 | \$271.40 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/16/2021 | \$66.48 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/20/2021 | \$22.62 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/20/2021 | \$45.24 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/21/2021 | \$8.02 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/21/2021 | \$67.90 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/23/2021 | \$16.04 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 07/23/2021 | \$8.02 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/09/2021 | \$126.48 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/12/2021 | \$141.44 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/12/2021 | (\$194.22) |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/23/2021 | \$19.60 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/30/2021 | \$103.92 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/31/2021 | \$194.10 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 08/31/2021 | \$72.12 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/08/2021 | (\$10.00) |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/09/2021 | \$610.00 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/17/2021 | \$71.82 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/17/2021 | \$54.24 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/20/2021 | \$125.85 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/22/2021 | \$22.36 |
| 100-55-570-6155-106 | Factory Motor Parts Co | 09/22/2021 | (\$29.00) |
| 100-55-570-6155-106 | Kimball Midwest | 09/17/2021 | \$62.33 |
| 100-55-570-6155-106 | Kimball Midwest | 09/23/2021 | \$50.01 |
| 100-55-570-6155-106 | McMaster-Carr | 09/22/2021 | \$19.47 |
| 100-55-570-6155-106 | Praxair Distribution INC | 09/09/2021 | \$256.51 |
| 100-55-570-6155-106 | Praxair Distribution INC | 09/21/2021 | \$185.51 |
| 100-55-570-6155-112 | Action Transmission & Auto | 09/21/2021 | \$1,523.50 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------------------|--------------|-------------|
| 100-55-570-6155-112 | Illinois Communications Sales Inc. | 09/21/2021 | \$1,080.00 |
| 100-55-570-6155-112 | Lindco Equipment Sales Inc. | 09/14/2021 | \$3,960.22 |
| 100-55-580-6155-120 | SCHAUERS HARDWARE | 08/31/2021 | \$33.55 |
| 100-55-580-6155-120 | Jack's Rental Inc. | 09/15/2021 | \$36.98 |
| 100-55-580-6180-202 | West Central Municipal Conf | 08/13/2021 | \$4,292.00 |
| Public Property | | | \$46,687.57 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|------------------------|--------------|------------|
| 230-00-000-6150-152 | Verizon Wireless | 09/22/2021 | \$211.78 |
| 230-00-000-6150-152 | Verizon Wireless | 09/22/2021 | \$85.50 |
| 230-00-000-6900-230 | Factory Motor Parts Co | 08/20/2021 | \$187.16 |
| 230-00-000-6900-230 | Factory Motor Parts Co | 08/24/2021 | \$21.66 |
| 230-00-000-6900-230 | Factory Motor Parts Co | 08/24/2021 | \$21.66 |
| 230-00-000-6900-230 | Factory Motor Parts Co | 08/26/2021 | \$423.20 |
| 230-00-000-6900-230 | Secretary of State | 09/16/2021 | \$151.00 |
| Seizure | | | \$1,101.96 |



| Account Number | Vendor | Invoice Date | Amount |
|-----------------------|--|---------------------|---------------|
| 232-00-000-6900-232 | Comcast | 09/22/2021 | \$141.58 |
| 232-00-000-6900-232 | Factory Motor Parts Co | 08/02/2021 | \$84.17 |
| 232-00-000-6900-232 | Factory Motor Parts Co | 08/02/2021 | \$49.56 |
| 232-00-000-6900-232 | Factory Motor Parts Co | 09/02/2021 | \$32.76 |
| 232-00-000-6900-232 | Factory Motor Parts Co | 09/16/2021 | \$121.71 |
| 232-00-000-6900-232 | Factory Motor Parts Co | 09/16/2021 | \$121.71 |
| 232-00-000-6900-232 | IL Homicide Investigators Associations | 09/23/2021 | \$450.00 |
| 232-00-000-6900-232 | Benito Marti | 09/28/2021 | \$75.00 |
| 232-00-000-6900-232 | Ray O'Herron Co Inc. | 09/17/2021 | \$104.93 |
| Federal Customs | | | \$1,181.42 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------|--------------|------------|
| 302-00-000-6100-100 | Storino Ramello & Durkin | 08/31/2021 | \$228.00 |
| 302-00-000-6100-115 | Lauterbach & Amen LLP | 09/13/2021 | \$687.50 |
| 304-00-000-6100-115 | Lauterbach & Amen LLP | 09/13/2021 | \$687.50 |
| 309-00-000-6100-115 | Lauterbach & Amen LLP | 09/13/2021 | \$687.50 |
| | TIF | | \$2,290.50 |



| Account Number | Vendor | Invoice Date | Amount |
|---------------------|--------------------------------|--------------|------------|
| 312-00-000-6100-115 | Lauterbach & Amen LLP | 09/13/2021 | \$687.50 |
| 312-00-000-6150-152 | Verizon Wireless | 09/22/2021 | \$38.01 |
| 312-00-000-7000-312 | Elmhurst Chicago Stone Company | 09/07/2021 | \$513.00 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 09/08/2021 | \$28.47 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 09/09/2021 | \$192.17 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 09/15/2021 | \$33.40 |
| 312-00-000-7000-312 | K-Five Hodgkins LLC | 09/23/2021 | \$216.05 |
| 312-00-000-7000-312 | Tim Stefl Inc. | 09/17/2021 | \$464.85 |
| VIP | | | \$2,173.45 |



| Account Number | Vendor | Invoice Date | Amount |
|-----------------------|-----------------------------------|---------------------|---------------|
| 501-00-000-2001-002 | Drill It Underground | 09/17/2021 | \$500.00 |
| 501-00-000-2001-002 | KLF Enterprises | 09/17/2021 | \$500.00 |
| 501-80-800-6100-110 | Lauterbach & Amen LLP | 09/13/2021 | \$12,375.00 |
| 501-80-800-6110-105 | Verizon Wireless | 09/22/2021 | \$36.01 |
| 501-80-800-6150-154 | Com Ed | 08/26/2021 | \$52.57 |
| 501-80-800-6150-154 | Com Ed | 08/26/2021 | \$21.32 |
| 501-80-800-6150-154 | Com Ed | 09/10/2021 | \$60.18 |
| 501-80-800-6150-154 | Constellation Energy Services Inc | 08/26/2021 | \$2,099.32 |
| 501-80-800-6150-154 | Constellation Energy Services Inc | 08/27/2021 | \$291.56 |
| 501-80-800-6150-156 | NICOR | 09/02/2021 | \$41.26 |
| 501-80-800-6150-156 | NICOR | 09/02/2021 | \$416.31 |
| 501-80-800-6800-150 | National Power Rodding Corp | 07/20/2021 | \$2,025.00 |
| 501-80-800-6800-151 | SCHAUERS HARDWARE | 08/31/2021 | \$27.23 |
| 501-80-800-6800-151 | Centurion Plumbing Company | 09/15/2021 | \$7,366.33 |
| 501-80-800-6800-151 | Centurion Plumbing Company | 09/16/2021 | \$6,897.01 |
| 501-80-800-6800-151 | Core & Main LP | 09/08/2021 | \$298.00 |
| 501-80-800-6800-151 | T & M Plumbing | 09/09/2021 | \$2,850.00 |
| 501-80-800-6800-153 | SCHAUERS HARDWARE | 08/31/2021 | \$14.36 |
| 501-80-800-6800-153 | Comcast | 09/06/2021 | \$82.40 |
| 501-80-800-6800-176 | Core & Main LP | 09/09/2021 | \$1,143.61 |
| Water Department | | | \$37,097.47 |



To: Mayor Hoskins and Village Council

From: Finance Director Letitia Olmsted and
Village Clerk Vanessa Moritz

Subj: Financial Software Improvement

Date: October 2, 2021, for October 12, 2021, Council Meeting

Rory E. Hoskins
MAYOR

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

Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Maria Maxham
COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

We currently utilize Springbrook as the village's financial software package for Finance, Utility Billing, Accounts Receivable, Accounts Payable and Licenses and Permits. In addition, we use the Illinois Comptroller's E-Pay for online payments. E-Pay requires us to manually enter each online payment into our Springbrook system and apply the payment to the customer's water account. This is a cumbersome process, which is labor intensive and affords another opportunity for data entry mistakes. Our current water account auto-pay structure requires customers to complete a paper form and submit a cancelled check for enrollment, which is another burdensome process.

The Civic Pay platform will allow water customers to set up their own login, view their water account, including usage, billing and payment history, set up paperless billing and automatic payments, in the comfort of their own home. The village stands to realize a cost savings with the paperless billing option, as billing those customers will not incur postage. Civic Pay customer payments will post to the customer's account in real time and will eliminate staff time to apply payments. This software component will also allow payment for invoices generated through the Accounts Receivable module. Civic Pay will likewise allow us to phase out the Comptroller's E-Pay process, and resulting data entry requirements. Springbrook charges a \$1.00 per transaction fee, on top of the credit card processing fees. All transaction processing fees are proposed to be passed through to the user, as is our current practice. The cost for this enhancement is \$2,100 annually.

We spoke at length with three current Civic Pay users, who spoke highly of the module. At this time are requesting your support in approving the purchase of this component to improve the customer experience and provide better options for our water consumers.

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PROPOSAL
FROM SPRINGBROOK HOLDING COMPANY, LLC FOR SOFTWARE SERVICES**

WHEREAS, the corporate authorities of the Village of Forest Park (the “Village”) find it advisable, necessary and in the best interest of the public to waive the competitive bidding requirements of Section 1-8, entitled “Municipal Finances,” of the Village Code to obtain a minimum of two written estimates from vendors and to accept a proposal in the annual amount of \$2,100.00 for a three (3) year term from Springbrook Holding Company, LLC (“Springbrook”) to provide additional software services for online payments of utility billing, accounts receivable and license renewals; users can create an online profile, view and pay their current bill, view usage history, and set up for automatic payment, resulting in payments posted directly to the accounts, which will reduce staff hours for payment entry, and invoice notices can be mailed, reducing printing and postage costs.

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

Section 1. The corporate authorities of the Village hereby waive the requirement of Section 1-8, entitled “Municipal Finances,” of the Code of the Village of Forest Park and hereby authorize the Village Manager’s execution of a proposal from Springbrook to upgrade software services, as described in the proposal attached hereto as Exhibit “A,” in an annual amount not to exceed \$2,100.00 for a three (3) year term, subject to Springbrook executing the Contractor Certification Form, a copy of which is attached hereto as Exhibit “B.”

Section 2. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County,
Illinois this 12th day of October, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT “A”

**SPRINGBROOK HOLDING COMPANY
AGREEMENT/ORDER**

EXHIBIT "B"

CONTRACTOR CERTIFICATION FORM

The assurances hereinafter made by Springbrook Holding, LLC (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to the
(Name of Contractor)

VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or

dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2021

Contractor: SPRINGBROOK HOLDING COMPANY, LLC

By: _____

(Name of Owner or Officer) , (Title or Office)

STATE OF _____)
_____) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of _____, appeared before me this day in person and,
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2021

Notary Public

SPRINGBROOK MASTER SERVICES AGREEMENT- SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this "**Agreement**") is entered into as of the date of last signature (the "**Effective Date**") by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 ("**Springbrook**") and Customer identified on the Order, together referred to as the "Parties" and each individually as a "Party." Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

1.1 "**Authorized User**" means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer's employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.2 "**Customer Data**" means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

1.3 "**Customer**" means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.

1.4 "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 "**Online Payments Schedule**" means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.

1.6 "**Open Source Software**" or "**OSS**" means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.

1.7 "**Optional Subscription Services**" mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.

1.8 "**Order Form**" means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).

1.9 **"Order Term(s)"** means the Term(s) specified on the Order Form.

1.10 **"Services"** means the Software and services identified in a corresponding Order Form that are provided by Springbrook.

1.11 **"Software"** means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.

1.12 **"Specifications"** means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).

1.13 **"Subscription Period(s)"** means the duration of Customers and Authorized User's active, paid access to the Subscription Service, as designated in the Order Form(s).

1.14 **"Subscription Service(s)"** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.

1.15 **"Supported Modification"** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

1.16 **"Third Party Services"** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

2.1. **Right to Access.** Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer's payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.

2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- 2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. create derivative works based on the Subscription Service;
- 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Springbrook's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;
- 2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).

2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("**AOC**") which shall be available upon request to Customer once per year.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full .

3.5. **Taxes.** Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

4.1. **Definition.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. **Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

5.1. **Subscription Services.** Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.

5.2. **Customer Data.** Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.

5.3. **Third Party Services.** Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may

require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. Customer will defend (or **AT CUSTOMER'S OPTION**, settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third- party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any

Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim, provided such claim was successful. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

- 8. LIMITATIONS OF LIABILITY,** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF IN THE CONNECTION WITH THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. -EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLGATIONS UNDER SECTION 7 IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to proration where Springbrook deems it appropriate to cause newly purchased

Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.

10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL

11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

11.2 Governing Law and Jurisdiction: This Agreement and any action related thereto will be governed by the laws of the State of **ILLINOIS** without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States

and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

SPRINGBROOK

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)

CUSTOMER

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)

EXHIBIT A
AVAILABILITY AND SECURITY

Service
Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (**48**) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 - 1. Customer's use of any programs not supplied by Springbrook;
 - 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 - 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 - 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 - 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$ Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

| Service Availability | Percentage of Monthly Service Fees Credited |
|----------------------|---|
| >99.5% | 0% |
| 95.0% - < 99.5% | 5% (max of \$280) |
| 90.0% - < 95.0% | 10% (max of \$560) |
| 80.0% - < 90.0% | 20% (max \$840) |
| 70.0% - < 80.0% | 30% (max of \$1,120) |
| 60.0% - < 70.0% | 40% (max of \$1,400) |
| <50% | 50% (max of \$2,800) |

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

EXHIBIT 8
Order Form

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK
SOFTWARE

1. Definitions

"Citizen" means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person's payment instrument and the crediting of funds to Customer.

"Online Payments" means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

"Payment Application(s)" refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

- 2.1** During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer's Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.
- 2.2** To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer's identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.
- 2.3** The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

- 3.1** Springbrook's provision of Online Payments is conditioned on Customer's acknowledgement of and agreement of the following:
- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
 - (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.

- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and
- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances;; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

4.1 Springbrook Payments Warranty. The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.

4.2 Disclaimer. Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.

4.3 Limitation of Liability. Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

S. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

SPRINGBROOK MASTER LICENSE AGREEMENT

This Master License Agreement ("MLA") is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 ("**Springbrook**") and Customer identified on the Order ("**Customer**").

Purchase or use of the Software (defined below) is subject to this Springbrook On-Premise Software License & Support Agreement (this "**Agreement**"). This Agreement shall become effective as of the last date of signature (the "Effective Date").

1. Software License

1.1. License Grant. The Springbrook software products ("Software") purchased by Customer under this Agreement, as listed in Customer's order form or a master agreement to which this Agreement is incorporated, are protected under the laws of the United States and the individual states and by international treaty provisions. Springbrook retains full ownership in the Springbrook Software and grants to Customer a nonexclusive, nontransferable, non- sublicensable right and license to use the Software for internal business purposes only and for the quantity of units as designated in the ordering document(s) use to purchase the Software ("Order Form"). Each Order Form will form part of this Agreement. The Software will be delivered or made available to Customer for electronic download from Springbrook's File Transfer Protocol ("FTP") site. For purposes hereof, the "License Term" begins on the date Springbrook delivers the Software license keys to the Customer and extends for the period specified in the applicable Order Form (unless earlier terminated in accordance with this Agreement). Customer is liable to Springbrook for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

1.2. Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to):

- (a) Sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from software;
- (b) obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Software or any documentation related thereto;
- (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Springbrook);
- (d) modify, adapt, translate or create derivative works based on all or any part of the Software;
- (e) use any third-party software provided with the Software other than the Software;
- (f) modify any proprietary rights notices that appear in the Software or components thereof;
- (g) use any Software in violation of any applicable laws and regulations; or
- (h) use the Software to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing,

spamming, denial-of-service attacks or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the Software or data contained therein, or (4) attempt to gain unauthorized access to the Software.

- 1.3. **Proprietary Rights** Springbrook shall retain all intellectual property rights in and to the Software and Documentation, and any improvements, design contributions, updates, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Software license, do not provide Customer with title to or ownership of the Software.
- 1.4. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Springbrook may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse, retroactive to the date of non-compliance, based on Springbrook's (or its authorized partner's) then-current pricing. Any assessed costs for overuse will be due and payable by Customer upon assessment. Customer agrees that Springbrook's assessment of overuse costs pursuant to this section is not a waiver by Springbrook of any other remedies available to Springbrook in law and equity for Customer's unlicensed use of the Software.
- 1.5. Customer may choose to obtain products and services that are provided or supported by third parties ("Third-Party Services") for use with the Software. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer, and Springbrook assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third Party Services.

2. Maintenance and Support. **"Support"** is defined as Springbrook's obligations to respond to support requests as described in Exhibit A. **"Maintenance"** is defined as Springbrook's obligations related to error resolution, bug fixes, and the provision of Software updates and upgrades made generally commercially available to Springbrook in its sole discretion, as all described in Exhibit A ("Update"). All updates will be delivered or made available to Customer for electronic download from Springbrook's FTP site or via such other delivery method as agreed to by the Parties in writing. Subject to the Customer's payment of the fees set forth in the applicable Order Form(s), Springbrook will provide Maintenance and Support for the Software. For time-limited licenses of the Software (as set forth in the Order Form, "Term License"), the fees for Maintenance and Support are included in the fees for the Software. For Perpetual licenses, (i) Springbrook shall invoice Customer the applicable fees for Maintenance and Support ("Maintenance and Support Fees") upon execution of the Order Form, and (ii) subject to payment of the Maintenance and Support Fees, Springbrook will provide Support for the Maintenance and Support period set forth in the Order Form, as it may be renewed (the "Maintenance and Support Term"). If Maintenance and Support terminates with respect to any perpetual licenses and the Customer is in good standing under this Agreement, the Customer may reinstate Maintenance and Support on payment of the cumulative Maintenance and Support Fees applicable for the period during which Maintenance and Support lapsed,

plus Maintenance and Support Fees for the reinstated Maintenance and Support Term. Notwithstanding anything herein to the contrary, if Customer receives Support from an authorized partner of Springbrook ("Partner"), then the support terms agreed upon by Customer and such Partner shall govern in lieu of those set forth in Exhibit A, and Springbrook shall have no support obligations to Customer.

2.1. Support Commitment. Springbrook will commence and complete the Support Services described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Springbrook's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications, available at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL and content may be updated by Springbrook from time to time) ("Specifications"). Springbrook may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be repair or replacement, as determined by Springbrook

2.2. Additional Costs. Among other things, Springbrook will bill Customer on an hourly basis for the following services;

- (a) Support or Maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;
- (b) Support and Maintenance services associated with applications not purchased by Customer from Springbrook, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Agreement;
- (d) Support and maintenance services necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Software and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and Maintenance associated with Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Customer's creation or modification of data in Springbrook's database except through the appropriate use of Springbrook Software;
- (g) Costs associated with Customer's own actions to integrate Springbrook Software with applications or services not purchased from Springbrook;
- (h) Costs associated with Customer's failure to meet the terms and conditions of Section 2 of this Agreement;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Springbrook has requested but Customer has denied remote access into a user workstation or the server housing Springbrook's Software; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Agreement.

3. Payment Terms

3.1. Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form (an "Invoice"). Fees do not include any customization of the Software (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Software is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Springbrook regarding future functionality or features.

3.2. **Payments.** Customer shall pay Invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable, except for amounts paid in error that are not actually due under this Agreement. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on Springbrook's income. Springbrook shall have no responsibility for any Invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by Springbrook, Customer will obtain and furnish to Springbrook tax receipts or other certificates issued by the competent taxation office showing the payments of the withholding tax within a reasonable time after payment. Following notice, Springbrook shall be entitled to suspend Customer's access to the Software if payments are not received within thirty (30) days of the Invoice Due Date. Maintenance and Support Fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Maintenance and Support Fees ("Standard Annual Price increase")

Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Partner, then the payment terms agreed by Customer and such Partner shall govern to the extent anything in this Section 3 conflicts with such Partner payment terms.

4. Confidentiality

4.1. **Definitions.** "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information.

4.2. Notwithstanding the foregoing, the following specific classes of information are not "Confidential Information" within the meaning of this Section: (a) information which is in Recipient's possession prior to disclosure by Disclosing Party; (b) information which is available to Recipient from a third party without violation of this MLA or Disclosing Party's intellectual property rights; (c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; (d) information which is subpoenaed by governmental or judicial authority; and (e) information subject to disclosure pursuant to a state's public records laws.

4.3. **Confidentiality Term.** The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MLA ("Confidentiality Term").

4.4. Confidentiality Obligations. During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.5. Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity

4.6. Publicity. During the term of this MLA, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Springbrook product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Springbrook's products or services without Customer's prior written authorization.

5. Term and Termination

5.1. Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Term Licenses (and Maintenance and Support Terms, if applicable) expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). Except as otherwise specified in the applicable Order Form, all Term Licenses (and/or Maintenance and Support Terms, if applicable) will automatically renew for additional Term License (and/or Maintenance and Support Term, if applicable) Periods equal to the expiring Term License (and/or Maintenance and Support Term, if applicable) Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Term License (and/or Maintenance and Support Term, if applicable) Period. This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

5.2. Termination. Springbrook or Customer may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Springbrook may immediately terminate this Agreement and/or Customer's license to the Software upon Customer's breach of Section 1.2. Either party may also terminate this Agreement upon written notice if the other party suspends payment of its debts or experiences any other insolvency or bankruptcy-type event.

5.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) with respect to Term Licenses, all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; (ii) with respect to perpetual licenses, these will survive termination of this Agreement unless Springbrook terminates the Agreement for Customer's breach of this Agreement in which case all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; and (iii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

5.4. Springbrook may terminate this Agreement in the event the Software and/or is phased out across Springbrook's customer base. In such event, Springbrook will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Springbrook generally-available offering with comparable functionality.

S.S. Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 2, 3, 4, 5, 6.3, 7, and 8, will survive any expiration or termination hereof.

6. Warranties

6.1. Limited Warranty. Springbrook warrants that during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Specifications for the applicable Software version. Springbrook's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Springbrook shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Specifications, and if Springbrook is unable to materially restore such functionality within thirty

(30) days from the date of written notice of such breach, Customer shall be entitled to terminate the license to the affected Software upon written notice and Springbrook shall promptly provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). Customer must notify Springbrook in writing of any warranty breaches within such warranty period, and Customer must have installed and configured the Software in accordance with the Specifications to be eligible for the foregoing remedy

6.2. Warranty of Non-infringement. Springbrook warrants that it has full power and authority to grant the Software license set out in Section 1.1 and that, as of the effective date of this Agreement, the Software does not infringe any existing intellectual property rights of any third party. If a third-party claims that the Software does infringe, Springbrook may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Springbrook will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

6.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE AND MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND SPRINGBROOK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE

CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE OR MAINTENANCE AND SUPPORT OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

7. Mutual Indemnification

- 7.1. Indemnification by Customer. Customer will defend (or **AT CUSTOMER'S OPTION**, settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim alleging injury damage or loss resulting from Customer's use of the Software that: in a manner that violates this Agreement or applicable law.
- 7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Springbrook hereunder, infringes or misappropriates the intellectual property rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim, provided such claim is successful. ¶ In the event that the use of the Software is, or in Springbrook's sole opinion is likely to become, subject to such a claim, Springbrook's, at its option and expense, may (i) replace the applicable Software with functionally equivalent non-infringing technology, (ii) obtain a license for Customer's continued use of the applicable Software, or (iii) terminate the license and provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). The foregoing indemnification obligation of Springbrook will not apply: (i) if the Software is modified by Customer or its agent; (ii) if the Software is combined with other non-Springbrook products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (iii) to any unauthorized use of the Software. The foregoing shall be Customer's sole remedy with respect to any claim of infringement of third party intellectual property rights
- 7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7.3, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (iii) give sole authority to the indemnifying party to defend or settle such claim.

8. LIMITATION OF LIABILITY. The limits below will not apply to the extent prohibited by applicable law.

- 8.1. IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD

PRECEDING THE INCIDENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY

8.2 NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SOFTWARE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

9. Other Terms and Conditions

9.1. Dispute Resolution This Agreement is governed by the laws of the State of **ILLINOIS**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Multnomah County, Oregon. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

9.2. Assignment Springbrook may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

9.3. Entire Agreement This Agreement shall govern each Order Form, sales quotation, proposal, purchase order, or other ordering document that references this Agreement. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

9.4. Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

Exhibits Follow

EXHIBIT A
SPRINGBROOK SOFTWARE SUPPORT
POLICY
(ON-PREMISE)

This Springbrook Support Policy ("Support Policy") is a policy governing the use of Springbrook software as service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between Springbrook Holding Company, LLC and its affiliates {"Springbrook", "us" or "we"} and the purchaser of Springbrook's Service {"Customer"}. This Support Policy may be updated from time to time by Springbrook in its sole discretion.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook's discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Support Commitment

In support of the Services, Springbrook will provide Customer with the following first line support:

Telephone Support. Springbrook's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook's observed holidays.

Email Support. Springbrook provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook's online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third -party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third - party software, unless expressly specified by Springbrook in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Springbrook's regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook's reasonable control, including any force majeure event or Internet access or related problems.

EXHIBIT B

RESPONSE AND RESOLUTION GOALS

Critical

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

High

Definition. System or application is affected and there is no workaround available or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

Medium

Definition. System or application feature is non-functional and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

Low

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours.

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

**EXHIBIT C
ORDER
FORM(S)**

SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**PSA**" or "**Agreement**") is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 ("**Springbrook**") and the entity identified in the Order Form or Statement of Work, together referred to as "Parties" and individually as "Party."

Purchase or use of the Software (defined below) is subject to this PSA. This agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook agrees to provide to Customer.

1. SCOPE OF SERVICES.

1.1. Subject to this PSA, Springbrook will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively "**Professional Services**") as set forth in the applicable Statements of Work (each an "**SOW**"), attached hereto as Exhibit A, or Springbrook order forms executed by Springbrook and Customer (each an "**Order**"). Any such SOW or Order must reference this PSA or the master agreement to which this PSA is incorporated. For purposes of this PSA, "**Software**" means the Springbrook software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Springbrook or its authorized resale partner .

1.2. Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a "**Deliverable**"); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be deemed part of and subject to this PSA.

1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer's purchase or Springbrook's performance- of such Professional Service; and/or (ii) performed by Springbrook, its affiliates, partners or subcontractors as acting within or outside of the United States.

2. ACCEPTANCE.

2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each SOW or Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a Deliverable within the mutually agreed timeframes established in the SOW project plan or schedule. Customer will provide Springbrook with written timely notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Springbrook in writing within twenty (20) business days after Springbrook's submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Springbrook within twenty (20) days, the Professional Services will be deemed accepted. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria specified in the applicable SOW after its resubmission to Customer, Customer may terminate the relevant SOW immediately upon written notice.

3. **CHANGE MANAGEMENT PROCESS.** If Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW or Order, the party seeking the change will propose the applicable changes by written notice.

3.1. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a **"Change Order"**).

3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

3.3. In the event Customer requires significant changes to any SOW (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (defined below or as detailed in the SOW), Springbrook may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the parties **will work** together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A **"Supported Configuration"** means a configuration of the Software that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

4. OWNERSHIP RIGHTS AND LICENSES

4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable SOW or Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (**"Tools"**) used by Springbrook to develop the Deliverables.

4.2. Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

4.3. Deliverables are Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.

4.4. Processes & Know-How. Springbrook will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Springbrook in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

4.5. In the event any language conflicting with this Section 4 is added to any SOW, Order or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

5. COOPERATION

5.1. Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each SOW or Order Form; (ii) timely delivering any materials and other obligations required under each SOW or Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager for each SOW or a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.

5.2. Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates. If Customer cancels the Services or postpones or reschedules the Services with less than seven (7) days' notice to Springbrook, Springbrook may accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable.

6. PAYMENTTERMS.

6.1. Invoicing and Payment. Customer will pay Springbrook fees calculated in accordance with the terms set forth in the applicable SOW or Order Form. Springbrook will invoice Customer for the Professional Services fees as designated in the applicable SOW or Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.

6.2. Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3. Overdue Payments. If any amount owing by Customer under this PSA for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

6.4. Suspension of Professional Services. If any amount owing by Customer under this or any other agreement for Springbrook's Professional Services is thirty (30) days or more overdue, Springbrook may, without imitating its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

6.5. Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

7. WARRANTY & DISCLAIMERS.

7.1. Warranty. Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. **DISCLAIMER**. Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

9.1. Term. This PSA commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each SOW or Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable SOW or Order.

9.2. Once signed by both parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

9.3. Termination. This PSA will terminate automatically when any agreement to which this PSA is incorporated and/or all SOWs and Orders referencing this PSA are terminated or expired. Either party may terminate this PSA for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such

breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

10. **CONFIDENTIALITY.**

10.1. Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this PSA or an Order or SOW that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Springbrook regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

10.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

10.4. Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training and other reasonable business purposes not specific to Customer or its End Users.

11. **Indemnification**

11.1. **Mutual Indemnification.** Each Party (an "Indemnifying Party") will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding ("Claim") made or brought against the other party ("the Indemnified Party") by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party intellectual property rights by the Professional Services As provided by the Indemnifying Party, or Indemnified Party's use thereof when used as authorized under this Agreement, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party's breach of this Agreement, SOWs, Order Forms or gross negligent acts or willful misconduct of the Indemnified Party.

11.2. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

12. LIMITATIONS OF LIABILITY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW OR ORDER, IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW OR ORDER.

12.1. **Exclusion of Damages.** NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY SOW, CHANGE ORDER OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT SPRINGBROOK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13. GENERAL

13.1. **Notice.** Except as otherwise specified in this PSA, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with

this Section 12.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable SOW or Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the above e-mail address.

13.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of ~~Oregon~~ **ILLINOIS** without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this PSA will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

13.4. Relationship of Parties. Springbrook's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

13.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.6. Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect.

13.7. Assignment. Customer may not assign or transfer this PSA or any SOW or Order hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Springbrook may use Customer's name, trademarks, and logos (collectively, "Customer's **Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Professional Services and Software to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

13.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

13.10. Dispute Resolution This Agreement is governed by the laws of the State of **ILLINOIS**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Multnomah County, Oregon. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

13.11. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Springbrook of Professional Services for Customer and the possible strategies which may be used by Springbrook to implement the Software to achieve the requirements identified by Customer. This PSA, together with mutually agreed-upon attachments that are incorporated by reference herein, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Customer Order or other order documentation, any SOW, or any CO will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW (including finalized Change Orders), the terms of the fully executed SOW will control with regard to the project described.

IN WITNESS WHEREOF, the parties hereto have executed this PSA as of the dates listed below.

SPRINGBROOK

By: _____
(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

{Month, Day, Year}

CUSTOMER

By: _____
(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

{Month, Day, Year}

EXHIBIT A



Order Form
Forest Park, IL - Village of
02-08-2021
Forest Park, Civic Pay



Dear Letitia Olmsted,

Thank you for the opportunity to submit this order form in the amount of \$2,100.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Porsche Chambers-Winston

Porsche Chambers-Winston

CivicPay Pricing

| Item Name | Rate | Product description | Quantity | Net Price |
|------------------------------|--------|---|----------|------------|
| CivicPay Transaction Fee | \$1.00 | Transaction Fee Billed Monthly after Delivery | 1 | 0 |
| CivicPay Online Subscription | \$0.60 | | 3,500 | \$2,100.00 |
| Total Net Price | | | | \$2,100.00 |

| | |
|--------------|------------|
| Grand Total: | \$2,100.00 |
|--------------|------------|

Order Detail

| General Information | |
|-------------------------|---|
| Customer Name: | Forest Park, IL - Village of |
| Customer Contact: | Letitia Olmsted |
| Customer Address: | 517 Des Plaines, Forest Park, Illinois, United States, 60130 |
| Governing Agreement(s): | This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms |
| Term(s): | 3 year |

| Order Terms | |
|---|--|
| Items Ordered | Order Start Date |
| Professional Services Orders | Date of the last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (New) | The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | The day after expiration of your last order of the same product |
| Special Order Terms | None |

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days' before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

| Items Ordered | Invoice Timing |
|---|---|
| Professional Services Orders | Monthly for services in the prior month* |
| Software Licenses and Hardware | Customer signature on Order Form |
| Subscriptions, Maintenance and Hosting (New) | Customer signature on Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | 60 days in advance of the Order Start Date |
| CivicPay Transactions | Monthly for transactions in the prior month |

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

| Special Order Terms | |
|---|------|
| Special Order Terms | None |
| In the event of an inconsistency between this Order Form, any governing | |

agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

| Payment Terms | |
|---|-------------------------|
| Payment Terms | Net 30 |
| Special Invoicing Terms | None |
| Billing Contact | Letitia Olmsted |
| Billing Email | lolmsted@forestpark.net |
| If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. | |
| PO# (If required): | |

As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

SELLER SIGNATURE

SELLER SIGNATURE DATE



OFFICE OF THE MAYOR – RORY E. HOSKINS

To: The Honorable Commissioners
Date: October 7, 2021
Re: Liquor License Issuance Requests

Commissioners,

I am seeking your support regarding the approval of two (2) motions for two (2) liquor license issuance requests, as stated below:

1. Mugsy's Tavern (7640 Madison): Chris Buckley is purchasing Mugsy's Tavern from his father, Jim Buckley. An additional A1 Liquor License will need to be created following the sale of this business (note: there will be no change in the number of A1 licenses as a result of this sale).
2. Francesca's Fiore, Inc. (7407 Madison): Francesca's is reopening their business in the same location. An additional A Liquor License will need to be created and issued, contingent upon the completion of required background checks of additional business owners and the business manager.

Your favorable support would be appreciated.

Mayor Hoskins

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

October 12, 2021

Issue Statement

Request for Village Council action related to the adoption of an ordinance amending Section 3-3-6 of the Forest Park Liquor Code related the establishment of the number of available liquor licenses.

Background

The proposed ordinance amends Section 3-3-6 of the Forest Park Liquor Code to account for the number of locally issued liquor licenses.

The changes in the amount of available licenses accounts for the following:

- Correction of scrivener's error flip-flopping the amount of A and A1 licenses (prior to 10/12/2021, there were 15 A licenses and 14 A1 licenses).
- Creation of additional A license for Francesca's Fiore (7407 Madison);
- Deletion of the sole A8 license due to closure of Urban Pioneer Group (7503 Madison);
- Notation of removal and re-creation of Mugsy's A1 (7640 Madison) license due to pending sale of business.

Attachments

- Proposed Liquor Code Amendment Ordinance
- Current Liquor License Listing (as of 10/12/2021)

ORDINANCE O-_____ -21

**AN ORDINANCE AMENDING SECTION 3-3-6 ENTITLED “LICENSE FEE
AND NUMBER:” OF CHAPTER 3 ENTITLED “LIQUOR CONTROL” OF
TITLE 3 ENTITLED “BUSINESS AND LICENSE REGULATIONS” OF
THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, pursuant to section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1), the corporate authorities of the Village of Forest Park, are expressly authorized to regulate and determine, by ordinance, the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Section 3-3-6 entitled “License Fees and Number:” of Chapter 3 entitled “Liquor Control” of Title 3 entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby further amended to read as follows:

3-3-6: LICENSE FEES AND NUMBER:

| <u>Classification</u> | <u>Annual Fees</u> | <u>Number Of Licenses</u> |
|-----------------------|--------------------|---------------------------|
| A | \$1,800.00 | 44 16 |
| A1 | 1,800.00 | 45 14 |
| A2 | 1,600.00 | 6 |
| A3 | 1,300.00 | 2 |
| A4 | 250.00 | 0 |
| A5 | 250.00 | 2 |
| A6 | 1,200.00 | 0 |
| A7 | 1,800.00 | 1 |
| A8 | 1,800.00 | 4 0 |

| | | |
|--------------------|------------------------------------|---|
| B1 | 1,800.00 | 6 |
| B2 | 1,300.00 | 0 |
| C (BYOB) | 500.00 | 2 |
| O | 1,000.00 | 1 |
| Special Use Permit | 50.00 per day. | No limit. |
| Additional fees: | | |
| | Supplemental patio license | \$150.00 per approved license |
| | Supplemental sidewalk cafe license | \$150.00 per approved license |
| | Extra bar(s) on premises | \$150.00 per each additional public bar exceeding 1 |

SECTION 2: That this Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of October, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

For October 12, 2021 Village Council Meeting

| <u>License Count</u> | <u>License Number</u> | <u>License Class</u> | <u>Name of Establishment</u> | <u>Address</u> |
|----------------------|-----------------------|----------------------|------------------------------------|----------------------|
| 1 | 43 | A | Caffe De Luca | 7427 Madison |
| 2 | 17 | A | Golden Steer | 7635 Roosevelt |
| 3 | 13 | A | Goldybrowsers | 7316 Circle |
| 4 | 42 | A | Jimmy's Place | 7411 Madison |
| 5 | 56 | A | Fat Duck | 7218 Madison |
| 6 | 73 | A | Lathrop House Café | 26 Lathrop |
| 7 | 2 | A | Mexican Republic Kitchen & Cantina | 7404 Madison |
| 8 | 29 | A | Old School Tavern & Grill | 201 Des Plaines |
| 9 | 72 | A | Panda Café | 7600 Madison |
| 10 | 19 | A | Tacabron | 7330 Harrison |
| 11 | 44 | A | Taco Tu Restaurant & Bar | 7321 Madison |
| 12 | 64 | A | Scratch Kitchen | 7445 Madison |
| 13 | 38 | A | Shanahan's | 7353 Madison |
| 14 | 6 | A | O'Sullivan's | 7244 Madison |
| 15 | 40 | A | McGaffers | 7737 Roosevelt |
| 16 | 48 | A | Francesca's Fiore | 7407 Madison |
| | | | | |
| 1 | 24 | A1 | Angelo O'Leary's | 7522 Madison |
| 2 | 27 | A1 | Blueberry Hill | 427 Des Plaines |
| 3 | 30 | A1 | Carole's Next Best Thing | 7307 Roosevelt |
| 4 | 35 | A1 | Circle Bowling Lanes | 7244 Circle |
| 5 | 45 | A1 | Circle Inn | 7300 Circle |
| 6 | 20 | A1 | Doc Ryan's | 7432 Madison |
| 7 | 3 | A1 | Duffy's Tavern | 7513 Madison |
| 8 | 26 | A1 | Forest Park Tap Room | 7321 Madison, Unit 1 |
| 9 | 36 | A1 | Mugsy's | 7640 Madison |
| 10 | 33 | A1 | Pioneer Tap | 7443 Randolph |
| 11 | 8 | A1 | Shortstop Lounge | 7425 Madison |
| 12 | 16 | A1 | Slainte Irish Pub | 7505 Madison |
| 13 | 7 | A1 | The Beacon | 101 Circle |
| 14 | 57 | A1 | The Lantern Haus Co. | 7414 Madison |
| | | | | |
| 1 | 70 | A2 | Small Batch Barbecue | 7441 Madison |
| 2 | 4 | A2 | Charlie's Restaurant | 7427 Roosevelt |
| 3 | 23 | A2 | Chirion Mexican Restaurant | 7510 Madison |
| 4 | 49 | A2 | Gaetano's | 7636 Madison |
| 5 | 41 | A2 | Kribi Coffee | 7324 Madison |
| 6 | 74 | A2 | White Crane | 819 Harlem Avenue |
| | | | | |
| 1 | 28 | A3 | Portillo's Hot Dogs | 7740 Roosevelt |
| 2 | 55 | A3 | The Junction Diner | 7401 Madison |
| | | | | |
| 1 | 12 | A5 | Altenheim | 7824 Madison |
| 2 | 63 | A5 | American Legion Hall | 500 Circle |
| | | | | |
| 1 | 18 | A7 | Exit Strategy Brewing Company | 7700 Madison |
| | | | | |
| 1 | 21 | B1 | USA Beverage | 7200 Madison |
| 2 | 10 | B1 | Suburban Liquors | 7612 Madison |
| 3 | 60 | B1 | Cardinal Wine and Spirits | 7533 Roosevelt |
| 4 | 11 | B1 | Famous Liquors | 7714 Madison |
| 5 | 32 | B1 | Forest Park Liquors | 7429 Madison |
| 6 | 22 | B1 | Living Fresh Market | 7520 Roosevelt |
| | | | | |
| 1 | 65 | C | Starship Restaurant & Catering | 7618 Madison |
| 2 | 31 | C | Yum Thai Restaurant | 7748 Madison |
| | | | | |
| 1 | 66 | O | Sharship Catering | 7618 Madison |

ORDINANCE O-_____ -21

AN ORDINANCE AMENDING SECTIONS 3-3-5-M AND 3-3-12 OF THE VILLAGE OF FORESET PARK LIQUOR CODE PERTAINING TO PATIO (BEER GARDEN) LICENSES AND ENTERTAINMENT LICENSES

WHEREAS, pursuant to Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1), the corporate authorities of the Village of Forest Park, are expressly authorized to regulate and determine, by ordinance, the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act and to establish further regulations and restrictions not inconsistent with law as the public good and convenience may require; and

WHEREAS, upon review of Title 3, Chapter 3, Section 3-3-5-M, entitled “Supplemental Patio (Beer Garden) License,” the corporate authorities of the Village have determined that it is proper to amend Section 3-3-5(M) in the manner hereafter set forth.

WHEREAS, upon review of Title 3, Chapter 3, Section 3-3-12, entitled “Amusement Establishments,” the corporate authorities of the Village have determined that it is proper to amend Section 3-3-12 in the manner hereafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Section 3-3-5-M, entitled “Supplemental Patio (Beer Garden) License,” of Chapter 3, entitled “Liquor Control,” of Title 3, entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby further amended to read as follows:

M. Supplemental Patio (Beer Garden) License: The local liquor control commissioner may issue to holders of a class A, A1, A2, A3, A7 or C license, a supplemental patio license, which license shall permit the sale and/or consumption of alcoholic liquor in a patio area contiguous and adjacent to the licensed premises ~~in which food is served under a restaurant license, where such use is permitted by the zoning ordinance of the village.~~ The following conditions and restrictions shall apply to the issuance and validity of a supplemental patio license:

1. Alcoholic liquor may only be served or consumed in the patio area between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on any day of the week.
- ~~2. No live entertainment or live music shall be permitted on the patio area.~~ 2. No amplified live entertainment shall be permitted on the patio area of the licensed premises. Acoustic, entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3. Use of speakers shall be prohibited in patio areas.
3. The patio area shall be paved, screened and separated from the adjacent private or public property by a solid wood fence or appropriate structure or barrier acceptable to the village and not less than five feet (5') in height, and which shall be maintained in good and attractive condition.
4. Entrance to and exit from the patio area shall be through the licensed premises.
5. Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.

SECTION 2: Section 3-3-12, entitled “Amusement Establishments,” of Chapter 3, entitled “Liquor Control,” of Title 3, entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby stricken in its entirety and shall be replaced as follows:

~~3-3-12: AMUSEMENT ESTABLISHMENTS:~~

~~—A. Definition: The term "amusement" as used herein is defined to mean and include any public show, theatrical, animate or inanimate exhibition, musical, music, mechanical or manually operated entertainment device, or any other entertainment offered, operated, presented or exhibited to the public.~~

~~—B. Restrictions:~~

~~—1. No licensee shall sponsor, conduct, or permit amusements in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.~~

~~—2. In addition to the other regulations in this code governing the issuance of licenses or permits for amusements in any licensed premises, animated entertainment in premises with a class A license with less than three thousand one (3,001) square feet shall not consist of more than three (3) persons. (Ord. O-12-80, 6-23-1980)~~

3-3-12: ENTERTAINMENT LICENSE:

- A. “Entertainment” as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ’s, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

SECTION 4: That this Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of October, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



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

Office Use Only

License # _____

Fee (If Applicable): _____

Date: _____

Cash: _____ Check: _____

Charge: _____

Initial: _____

Village Council Approval Date: _____

Entertainment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: _____

Name of Liquor License Establishment: _____

Class of Forest Park Liquor License: _____

Name of Applicant(s): _____

Business Address: _____

Telephone Number(s): _____

E-mail Address(es): _____

Square Footage of Licensed Premises: _____

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

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

Signature: _____

Date: _____

Forest Park Liquor Code:

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.



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

Office Use Only

License # _____

Fee (If Applicable): _____

Date: _____

Cash: _____ Check: _____

Charge: _____

Initial: _____

Village Council Approval Date: _____

Amusement Establishment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: 9/29/2021

Name of Liquor License Establishment: Angelo O'leary's

Class of Forest Park Liquor License: A1

Name of Applicant(s): Lynn Sorice

Business Address: 7522 Madison St. Forest Park 60130

Telephone Number(s): 708-689-0864 708-421-8332

E-mail Address(es): JOY.SCANLAN@gmail.com

Square Footage of Licensed Premises: 2100

Please describe in detail the type of amusement (as defined below) that will be offered on the premises. Be sure to include the location of the amusement(s), dates and times that the amusement(s) will be offered and efforts that will be made to ensure that the amusement(s) will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of amusement(s) will be offered at the licensed premises.

Karaoke 8 pm - 12:30 am
on Tuesday, Wednesday, Thursday & Sunday.
We will keep all doors & windows closed
during these hours. In the 15 years we've
been running karaoke in our establishments
we've not had issues with neighbors,
or anyone else.

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

Signature: Jim Storie

Date: 9/29/2021

Forest Park Liquor Code:

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-12: AMUSEMENT ESTABLISHMENTS:

A. Definition: The term "amusement" as used herein is defined to mean and include any public show, theatrical, animate or inanimate exhibition, musical, music, mechanical or manually operated entertainment device, or any other entertainment offered, operated, presented or exhibited to the public.

B. Restrictions:

1. No licensee shall sponsor, conduct, or permit amusements in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.

2. In addition to the other regulations in this code governing the issuance of licenses or permits for amusements in any licensed premises, animated entertainment in premises with a class A license with less than three thousand one (3,001) square feet shall not consist of more than three (3) persons.



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

Office Use Only

License # _____

Fee (If Applicable): _____

Date: _____

Cash: _____ Check: _____

Charge: _____

Initial: _____

Village Council Approval Date: _____

Amusement Establishment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: 9/29/2021

Name of Liquor License Establishment: Blueberry Hill

Class of Forest Park Liquor License: A1

Name of Applicant(s): Lynn Sorice

Business Address: 427 Des Plaines Ave

Telephone Number(s): 708-366-8333 708-421-8332

E-mail Address(es): JOY.SCANLAN@gmail.com

Square Footage of Licensed Premises: 1400

Please describe in detail the type of amusement (as defined below) that will be offered on the premises. Be sure to include the location of the amusement(s), dates and times that the amusement(s) will be offered and efforts that will be made to ensure that the amusement(s) will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of amusement(s) will be offered at the licensed premises.

Karaoke 8pm - 12:30 am on

Fridays & Saturdays.

We will keep all doors and windows closed
at these times. We've not had problems
with neighbors or anyone else during
our karaoke shows in all the years we've
been running them.

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

Signature: Signu Soice

Date: 9/29/2021

Forest Park Liquor Code:

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-12: AMUSEMENT ESTABLISHMENTS:

A. Definition: The term "amusement" as used herein is defined to mean and include any public show, theatrical, animate or inanimate exhibition, musical, music, mechanical or manually operated entertainment device, or any other entertainment offered, operated, presented or exhibited to the public.

B. Restrictions:

1. No licensee shall sponsor, conduct, or permit amusements in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.

2. In addition to the other regulations in this code governing the issuance of licenses or permits for amusements in any licensed premises, animated entertainment in premises with a class A license with less than three thousand one (3,001) square feet shall not consist of more than three (3) persons.



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Office Use Only

License # _____

Fee (If Applicable): _____

Date: _____

Cash: _____ Check: _____

Charge: _____

Initial: _____

Village Council Approval Date: _____

Amusement Establishment License Application

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

Date of Application: 9/29/21

Name of Liquor License Establishment: Scratch Kitchen

Class of Forest Park Liquor License: A

Name of Applicant(s): Patrick OBrien

Business Address: 7445 Madison

Telephone Number(s): 708 466 5251

E-mail Address(es): Chefpobegmail

Square Footage of Licensed Premises: 1400 SF

Please describe in detail the type of amusement (as defined below) that will be offered on the premises. Be sure to include the location of the amusement(s), dates and times that the amusement(s) will be offered and efforts that will be made to ensure that the amusement(s) will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of amusement(s) will be offered at the licensed premises.

A weekly Acoustic guitar set

Fridays 7-10 PM

Solo Artists, No band, No DJ

2021 SEP 30 AM 10:12
VILLAGE OF FOREST PARK

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

Signature: _____



Date: _____

9-29-21

Forest Park Liquor Code:

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-12: AMUSEMENT ESTABLISHMENTS:

A. Definition: The term "amusement" as used herein is defined to mean and include any public show, theatrical, animate or inanimate exhibition, musical, music, mechanical or manually operated entertainment device, or any other entertainment offered, operated, presented or exhibited to the public.

B. Restrictions:

1. No licensee shall sponsor, conduct, or permit amusements in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.

2. In addition to the other regulations in this code governing the issuance of licenses or permits for amusements in any licensed premises, animated entertainment in premises with a class A license with less than three thousand one (3,001) square feet shall not consist of more than three (3) persons.

RESOLUTION NO. R- -21

**A RESOLUTION AUTHORIZING THE WAIVER
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING
THE HIRING OF A FULL-TIME PARKING ENFORCEMENT OFFICER AND A
FULL-TIME POLICE DESK CLERK**

WHEREAS, the corporate authorities previously adopted Resolution R-46-06 on September 11, 2006, which Resolution directed that no position of employment which is covered by the Illinois Municipal Retirement Fund be filled unless said Resolution was rescinded or otherwise repealed by action of the corporate authorities of the Village of Forest Park; and

WHEREAS, the Village has found a need to hire two additional employees in its Police Department to fill vacancies.

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

Section 1. The restrictions on hiring imposed by Resolution R-46-06 are hereby waived only to the extent to allow for the Village to hire one full-time Parking Enforcement Officer and one full-time Police Desk Clerk.

Section 2. The provisions of Resolution R-46-06 shall remain in full force and effect, except as otherwise modified by this Resolution.

Resolved this 12th day of October, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

20-00116-00-RS

BE IT RESOLVED, by the Board

of the Village

Governing Body Type

Local Public Agency Type

of Forest Park

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | From | To |
|---------------------------|----------------|-------|--------------------|----------------|
| Jackson Blvd. | 0.34 | 1462 | Des Plaines Avenue | Madison Street |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---------------------------|------------------------|-------|----------|-----------------|
| | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Street resurfacing, combination curb and gutter removal and replacement, sidewalk removal and replacement and restoration.

2. That there is hereby appropriated the sum of One Hundred Fifty Thousand

Dollars (\$150,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Vanessa Moritz

Village

Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Forest Park

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

of Forest Park

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

| | |
|---------------------|--|
| Name of Clerk | Insert the name of the LPA clerk. |
| LPA Type | Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village. |
| Name of LPA | Insert the name of the LPA. |
| Governing Body Type | Insert the type of administrative body. choose Board for County, Council for a City or Town, President and Board of Trustees for a Village or Town |
| Name of LPA | Insert the name of the LPA. |
| Date | Insert the date of the meeting. |
| Day | Insert the day Clerk is signing the document. |
| Month, Year | Insert the month and year of the Clerk's signature Seal The Clerk shall seal the document here. |
| Clerk Signature | Clerk shall sign here. |
| Approved | The Department of Transportation shall sign and date here once approved. |

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

INTEROFFICE MEMORANDUM

TO: MOSES AMIDEI

FROM: MATTHEW HOLMES

SUBJECT: SMALL WIRELESS FACILITY LICENSE SUPPLEMENTS

DATE: JUNE 23, 2021 **(AMIDEI NOTE: MEMO ALSO APPLICABLE FOR 10/12/21 AGENDA ITEM)**

CC: NICHOLAS PEPPERS

The Small Wireless Facilities Deployment Act, 50 ILCS 840/1 et seq., (the “Act”) provides a comprehensive set of standards and procedures regarding zoning, regulation and location of small wireless facilities in public rights-of-way, including those under the jurisdiction of the Village. It expressly authorizes wireless telecommunication service providers, their agents and contractors, to locate, install, mount, maintain, modify, operate or replace a small wireless facility on any freestanding pole, electric utility pole, street light, billboard, traffic signal or other structure that is capable of supporting the facility in any right-of-way of the Village.

The Act classifies small wireless facilities as permitted uses which are not subject to zoning review anywhere in commercial and industrial zoning districts and in all of the Village’s rights-of-way in all zoning districts including residential districts. Further, the Act mandates certain review and permitting processes for applications for permits by small wireless providers to utilize the Village’s rights-of-way and Village owned utility poles, light poles and traffic signal poles. The Act mandates approval of use permits if the applications comply with the requirements of the Act. The Act limits the amount the Village can charge wireless service providers for application fees to locate their equipment on the Village’s property in the Village’s rights-of-way.

On October 17, 2019, the Village of Forest Park entered into a Master Pole Attachment Agreement with Chicago SMSA d/b/a Verizon (“Verizon”). The Master Pole Attachment Agreement sets forth terms by which Verizon can utilize Village owned utility poles for installation of small wireless telecommunication facilities. Each individual pole location requires a separate license supplement to identify the poles that have been authorized for Verizon’s use. The license supplements also identify any site specific requirements for individual pole locations.

At this time, Verizon is requesting the use of three (3) additional pole locations. They are located at 7339 Madison Street, 419 Hannah Avenue, and 7424 Warren Avenue. They would be utilized under the same terms as the small wireless facility to be deployed at 114 Lathrop, authorized in the initial license supplement in October 2019.

**AN ORDINANCE TO APPROVE AND AUTHORIZE
THE EXECUTION OF
SUPPLEMENTAL LICENSE AGREEMENTS FOR USE OF CERTAIN VILLAGE
INFRASTRUCTURE IN RIGHTS-OF-WAY BY AND BETWEEN
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois Limited Partnership (“Verizon”) is a public telecommunications utility in Illinois, holding a Certificate of Service Authority from the Illinois Commerce Commission;

WHEREAS, Verizon seeks to install small wireless facilities, as that term is defined by the Small Wireless Facilities Deployment Act, 50 ILCS 840/1 *et seq.*, within the Village of Forest Park right-of-way (“Right-of-Way”), on utility poles owned and under the control of the Village of Forest Park pursuant to the terms and conditions of that certain Master Pole Attachment Agreement entered into by and between the Village of Forest Park and Verizon dated October 17, 2019 and the Supplement Agreements attached hereto as Exhibit A, Exhibit B, and Exhibit C and made a part hereof by reference (the “Supplements”); and

WHEREAS, in the opinion of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into Supplements with Verizon for the use of certain infrastructure in the Right-of-Way for the installation of small wireless facilities;

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

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

Section 2: The Supplemental License Agreements by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless and the Village of Forest Park for use of Village-owned infrastructure in the Right-of-Way for the installation of small wireless facilities, in form

substantially similar to the Supplements attached hereto and made a part hereof as Exhibit A, Exhibit B and Exhibit C are hereby approved.

Section 3: The Mayor shall be and is hereby authorized and directed to execute, and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on, the Supplements and to take all necessary steps to effectuate the terms thereof.

Section 4: This Ordinance shall be effective immediately upon its passage, approval and adoption in accordance with law.

ADOPTED this ____ day of October, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement) is made this _____ day of _____, _____, between **the Village of Forest Park**, an Illinois municipal corporation (LICENSOR), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Forest Park and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, dated October 17, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms). Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at 230 Circle Ave., Forest Park, IL 60130. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit “1” attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 5 of the Agreement.
4. **Consideration.** License Fees under this Supplement shall be Two Hundred Dollars (\$200.00) per year, payable to LICENSOR at 517 Des Plaines Avenue, Forest Park, Illinois 60130. Thereafter, License Fees will be due at each annual anniversary of the “Commencement Date” of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

**Village of Forest Park,
an Illinois Municipal Corporation**

By: _____ Name:

Title:

LICENSEE

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless an Illinois limited partnership**

By: _____

Name: _____

Title: _____

EXHIBIT 1

Premises

Site Location: 230 Circle Ave., Forest Park, IL 60130

Longitude: 41.881986

Latitude: -87.809203

Pole Type: Light Pole

Pole Owner: The Village of Forest Park

VZW Site Name: OPB_405

VZW Project No: 20191941579

Site Photo



EXHIBIT "B"

LICENSE SUPPLEMENT

This License Supplement (Supplement) is made this _____ day of _____, _____,

between **the Village of Forest Park**, an Illinois municipal corporation (LICENSOR), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Forest Park and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, dated October 17, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms). Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at 154 Rockford Ave., Forest Park, IL 60130. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 5 of the Agreement.
4. **Consideration.** License Fees under this Supplement shall be Two Hundred Dollars (\$200.00) per year, payable to LICENSOR at 517 Des Plaines Avenue, Forest Park, Illinois 60130. Thereafter, License Fees will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

**Village of Forest Park,
an Illinois Municipal Corporation**

By: _____ Name:

Title:

LICENSEE

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless an Illinois limited partnership**

By: _____

Name: _____

Title: _____

EXHIBIT 1

Premises

Site Location: 154 Rockford Ave., Forest Park, IL 60130

Longitude: 41.883161

Latitude: -87.813119

Pole Type: Light Pole

Pole Owner: The Village of Forest Park

VZW Site Name: OPB_448

VZW Project No: 20191941642

Site Photo



EXHIBIT "C"

LICENSE SUPPLEMENT

This License Supplement (Supplement) is made this _____ day of _____, _____,

between **the Village of Forest Park**, an Illinois municipal corporation (LICENSOR), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Forest Park and Chicago SMSA Limited Partnership d/b/a Verizon Wireless an Illinois limited partnership, dated October 17, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms). Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at 251 Marengo Ave., Forest Park, IL 60130. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 5 of the Agreement.
4. **Consideration.** License Fees under this Supplement shall be Two Hundred Dollars (\$200.00) per year, payable to LICENSOR at 517 Des Plaines Avenue, Forest Park, Illinois 60130. Thereafter, License Fees will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

**Village of Forest Park,
an Illinois Municipal Corporation**

By: _____ Name:

Title:

LICENSEE

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless an Illinois limited partnership**

By: _____

Name: _____

Title: _____

EXHIBIT 1

Premises

Site Location: 251 Marengo Ave., Forest Park, IL 60130

Longitude: 41.881553

Latitude: -87.807483

Pole Type: Light Pole

Pole Owner: The Village of Forest Park

VZW Site Name: OPB_417

VZW Project No: 20191941679

Site Photo



2021 OCT -4 PM 5: 09
VILLAGE OF FOREST PARK



September 28, 2021,

To whom it may concern:

I am writing you on behalf of the FAN Club in regards to an upcoming fundraising event in Forest Park. On Saturday, October 23, 2021 the newly formed FAN Club will be hosting our first event called Costumes for a Cause. This fundraiser will be held at the American Legion Hall at 500 Circle Ave.

Please except this letter as our official request for permission to host a 50/50 raffle at our fundraising event. We are in the process of becoming a tax exempt organization and we do have a tax ID number.

The FAN Club is thrilled to be hosting our first event which will benefit many families in need. I look forward to your response and appreciate your consideration on this matter.

Respectfully Submitted,

Kathy Ranieri
President of the FAN Club



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

Type of Organization:

☐ Business

 ☒ Charitable

☐ Educational

 ☐ Fraternal

 ☐ Labor

☒ Nonprofit

 ☐ Religious

 ☐ Veterans

Name of Organization: North Riverside Fan Club

Address: 2259 S. 19th Ave North Riverside IL 60546

Applicant's Name: North Riverside Fan Club, Kathy Ranieri President

Email Address: Kranieri6@yahoo.com Phone: 708 516-3580

Length of time organization has been in existence: June 1, 2021

Place and date of organization's charter, if applicable:

Place: _____ Date: _____

Items required (no later than 30 days prior to the start of all raffle sales):

- ☐ Application Fee
 - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ Articles of Incorporation and/or Charter N/A
- ☐ Organization's Raffle Rules 50/50 split proceeds
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond

OFFICER INFORMATION

President/Chairperson's Name: Kathy Ranieri

Address: 2259 S 19th Ave North Riverside IL 60546

Telephone #: 708-516-3580 Email: _____

Secretary's Name (if applicable): Tony Santucci

Address: 2259 S 19th Ave North Riverside IL 60546

Telephone #: _____ Email: _____

Treasurer's Name: Joe Melone

Address: 2259 S 19th Ave North Riverside IL 60546

Telephone #: _____ Email: _____

Raffle Manager's Name: Kathy Ranieri

Address: 2259 S 19th Ave North Riverside IL 60546

Telephone #: _____ Email: _____

RAFFLE INFORMATION

☐ Traditional

☒ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): October 23²⁰²¹ to Oct. 23 2021

Area(s) where Raffle Tickets will be sold: American Legion 500 Circle

Raffle Ticket Price: \$1.00 Each 6 for \$5.00 12 for \$10.00 25 for \$20.00

Maximum number of tickets to be sold: N/A

Drawing(s):

Date(s) and time(s) of raffle drawing: October 23rd 2021 10:00pm

Location of raffle drawing(s): 500 Circle Forest Park IL 60130

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

N/A 50/50 split of Raffle

Retail Cost

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ _____

BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

Kathy Ranieri
Applicant

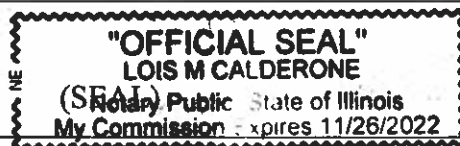
[Signature]
President/Chairman

Secretary

Kathy Ranieri
Raffle Manager

Subscribed and sworn to me this 28 day of September, 2021.

[Signature]
Notary Public





Thursday, October 7, 2021

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

RE: Northside Parent Teacher Council (PTC) Banner for Fundraiser

Dear Mayor Hoskins and Commissioners,

The Northside PTC requests your permission to hang a banner as an announcement, a reminder of an upcoming fundraiser for our community schools on the northside of the village (Grant White and Garfield).

The banner request is for the corner of Circle and Madison as well as Madison and Des Plaines for two weeks, between 10/15/2021 - 11/15/2021 to promote the fundraiser and encourage participation from the community.

Thank you for your consideration.

Respectfully,

Nury's Ucela- Ramos

Family and Community Engagement Manager