

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

Regular Village Council Meeting Agenda

Monday, November 22, 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 87081688492; Passcode 234180 or by clicking here:
<https://us02web.zoom.us/j/87081688492?pwd=MW40aWs4WWhBMm1FZ1NaRjNDOHhhZz09>

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. November 8, 2021 Village Council Meeting Minutes
 - b. November 8, 2021 Village Council Closed Session Meeting Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
 - a. Presentation by Courtney Kashima of Muse Community Design related to future public engagement efforts concerning planning of Village's Altenheim property
6. DEPARTMENT REPORTS
 - a. October 2021 Fire Department Report
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Motion to direct Fire and Police Commission to make one (1) promotion in the Police Department Lieutenant rank; one (1) promotion in the Police Department Sergeant rank; and, make one (1) offer of employment to the next eligible Police Officer
 - 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 of Liquor License)
 - c. Motion to approve Entertainment License Application from The Lantern Haus (7414 Madison) per Section 3-3-12 of the Village's Liquor Code
 - d. Motion to approve January 27, 2022 Senior Trip Contract
 - e. Resolution Approving an Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services
 - f. Resolution Approving a 2022 Paratransit Service Provider Agreement Between Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park
 - g. Resolution Determining the Estimated Property Taxes to be Levied by the Village of Forest Park for the 2021 Tax Year
 - h. Motion to approve Raffle License Application – Forest Park Toy Drive
 - i. Motion to approve Raffle License Application – Historical Society of Forest Park
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, NOVEMBER 8, 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 Maxham and seconded by Commissioner Voogd that the minutes from the October 25, 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:

The Finance Department submitted its September, 2021 Report.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$587,374.87.

**R-88-21
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$587,374.87
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:

There was a joint motion and second that the Resolution appointing Kenneth J. Gross as the Chief of Police for the Village of Forest Park, Illinois be adopted.

**R-89-21
RESOLUTION APPOINTING
KENNETH J. GROSS AS
CHIEF OF POLICE
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

Mr. Travis Perry gave a presentation conducting the annual public meeting for the Village of Forest Park NPDES Phase II Municipal Separate Storm Sewer System.

**ANNUAL NPDES PHASE II
MS4 PUBLIC MEETING
INFORMATION**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution authorizing a Subrecipient Agreement between the Village of Forest Park and the County of Cook for 2021 Community Development Block Grant Program Year Agreement be adopted.

**R-90-21
RESOLUTION
AUTHORIZING CDBG
SUBRECIPIENT
AGREEMENT FOR 2021
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II design by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park for the 15th Street Sewer Separation Project be adopted.

**R-91-21
RESOLUTION
AUTHORIZING
ENGINEERING SERVICES
PROPOSAL WITH
CHRISTOPHER BURKE
ENGINEERING
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution waiving the bidding process and authorizing the award of the contract for the emergency reconstruction of the Austin and Jackson water connection vault and related facilities be adopted. It was discussed that our vault is located in Oak Park and the ceiling and beams are deteriorated. Traffic is currently being diverted at an extra cost as well. The work will need to be completed before snow plowing is required on the streets.

**R-92-21
RESOLUTION WAIVING
BIDDING AND AWARDED
WATER VAULT AND
FACILITIES EMERGENCY
REPAIRS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution to approve and authorize the execution of a Standard Form of Construction Management Contract by and between Burke, LLC and the Village of Forest Park for the emergency repairs to the Austin and Jackson Water Vault and related facilities for the Village of Forest Park be adopted.

**R-93-21
RESOLUTION APPROVING
CONSTRUCTION
MANAGEMENT CONTRACT
FOR WATER VAULT
EMERGENCY REPAIRS
WITH BURKE, LLC
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 Nero that the Resolution authorizing acceptance of a Federal Assistance to Firefighters Program Grant for FY2021 in the amount of \$110,805.40 and approving and authorizing execution of and accepting a bid from Motorola Solutions for the purchase of radios be adopted.

**R-94-21
RESOLUTION APPROVING
GRANT AND ACCEPTING
BID FOR FIREFIGHTERS'
RADIOS
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 that the Ordinance amending Section 3-3-6, entitled "License Fee and Number of Chapter 3, entitled "Liquor Control" of Title 3, entitled "Business and License Regulations" of the village code of ordinances of the Village of Forest Park, Cook County, Illinois, be adopted.

**O-39-21
ORDINANCE AMENDING
NUMBER OF LIQUOR
LICENSES
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 non-commercial solicitation request from the Animal Care League be approved.

**ANIMAL CARE LEAGUE
NON-COMMERCIAL
SOLICITATION REQUEST
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 Maxham and seconded by Commissioner Nero to approve the 2022 Village of Forest Park Council Meeting Schedule as presented by Clerk Moritz.

**2022 VILLAGE COUNCIL
MEETING SCHEDULE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to authorize the mayor's signature on an agreement with Broadway in Chicago Group Sales, associated with Senior Citizen and Community Relations functions organized by the Community Center.

**COMMUNITY CENTER
AGREEMENT
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero to approve the Forest Park Chamber of Commerce & Development's request to display banners promoting their annual Holiday Walk, being held on December 3, 2021.

**CHAMBER OF COMMERCE
BANNER REQUEST
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:

None

COMMISSIONER'S REPORTS:

Commissioner Byrnes reported that the American Legion is holding a COVID-19 vaccination event in coordination with the Illinois Department of Public Health, on November 14th from 10:00 to 2:00.

Commissioner Maxham reported that the village held a volunteer and community leadership networking event at the Community Center on Sunday, November 7th. The commissioner thanked

both Karen Dylewski and Sal Stella for their help and also thanked all those who contributed, attended and helped out. The event was successful and the weather was beautiful.

Commissioner Nero thanked Travis Perry of CBBEL for their presentation this evening and Finance Director Olmsted for the Finance Report. In addition, the commissioner reminded residents about the Holiday Walk on December 3rd, where the community Menorah and Tree will be lighted. Last, Commissioner Nero promoted safety through awareness, pointing out that it is getting darker earlier in the day.

Commissioner Voogd expressed her gratitude to all those involved in Sunday's Community Volunteer Networking event, adding that it was a great success with a large turnout of volunteers, leaders and provided networking and an opportunity to create teamwork throughout the community.

Mayor Hoskins reported that the West Central Municipal Conference is holding their annual legislative breakfast on February 5th at Elm Crest in Elmwood Park. In addition, the mayor reported that Congress recently passed a fiscal infrastructure bill, which includes funding for Forest Park road improvements. Next, the mayor announced that he will be attending the annual Veteran's Day event at Adams and Thomas on November 11th at 11:00. Refreshments will follow at the American Legion Hall at Circle and Adams. Last, in recognition of the Infrastructure Bill, Congressman Danny Davis will be holding a virtual Town Hall for Forest Park on November 20th, the time is to be determined.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Maxham seconded to adjourn into closed session pursuant to 5 ILCS 120/2(c), to discuss pending litigation. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:38 P.M.

Respectfully submitted,

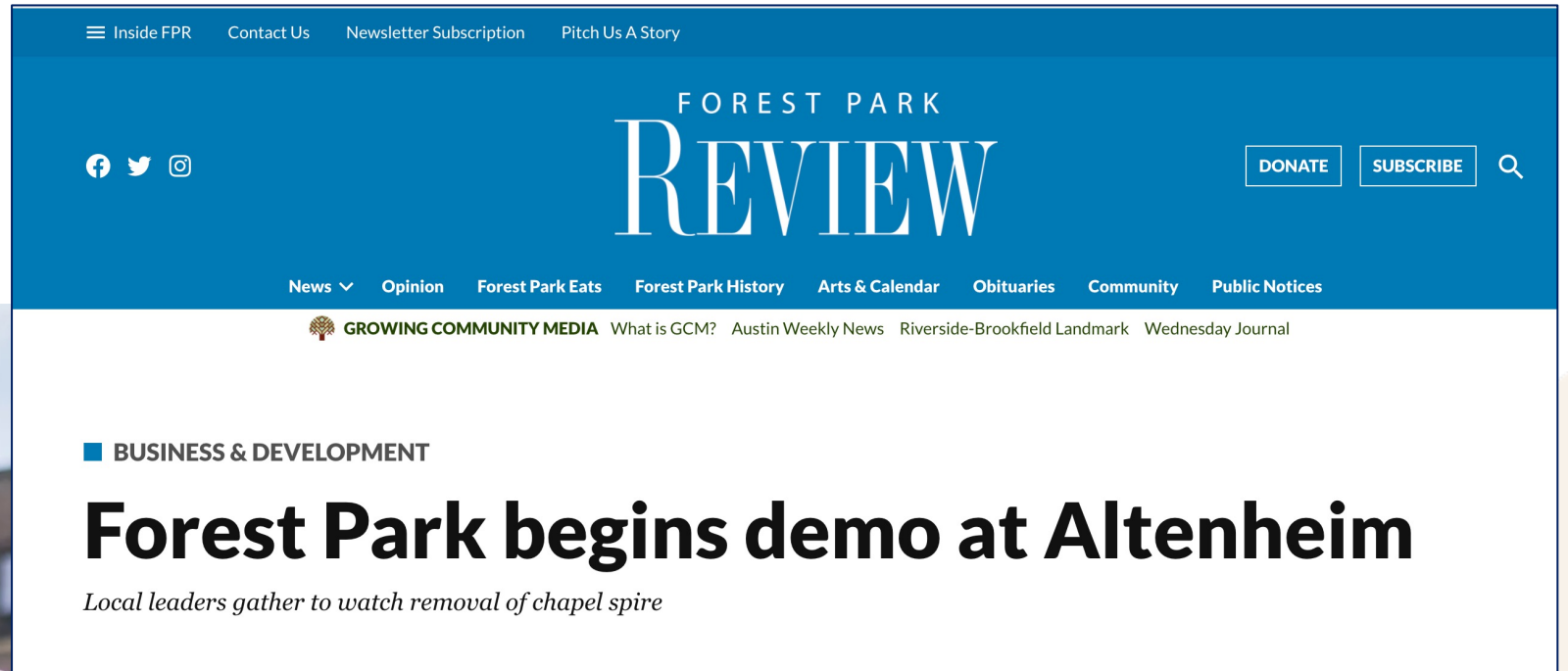
Vanessa Moritz
Village Clerk

Altenheim Engagement

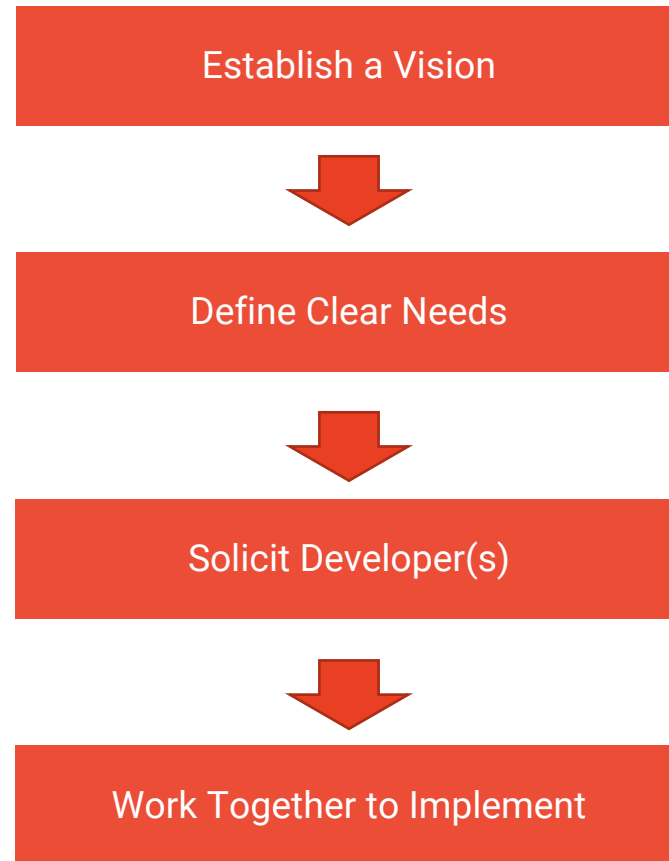
Presentation to Forest Park Village Council

November 22, 2021

The opportunity



A framework



PPP: Public Private Partnership

Ten Principles for Successful Public/Private Partnerships

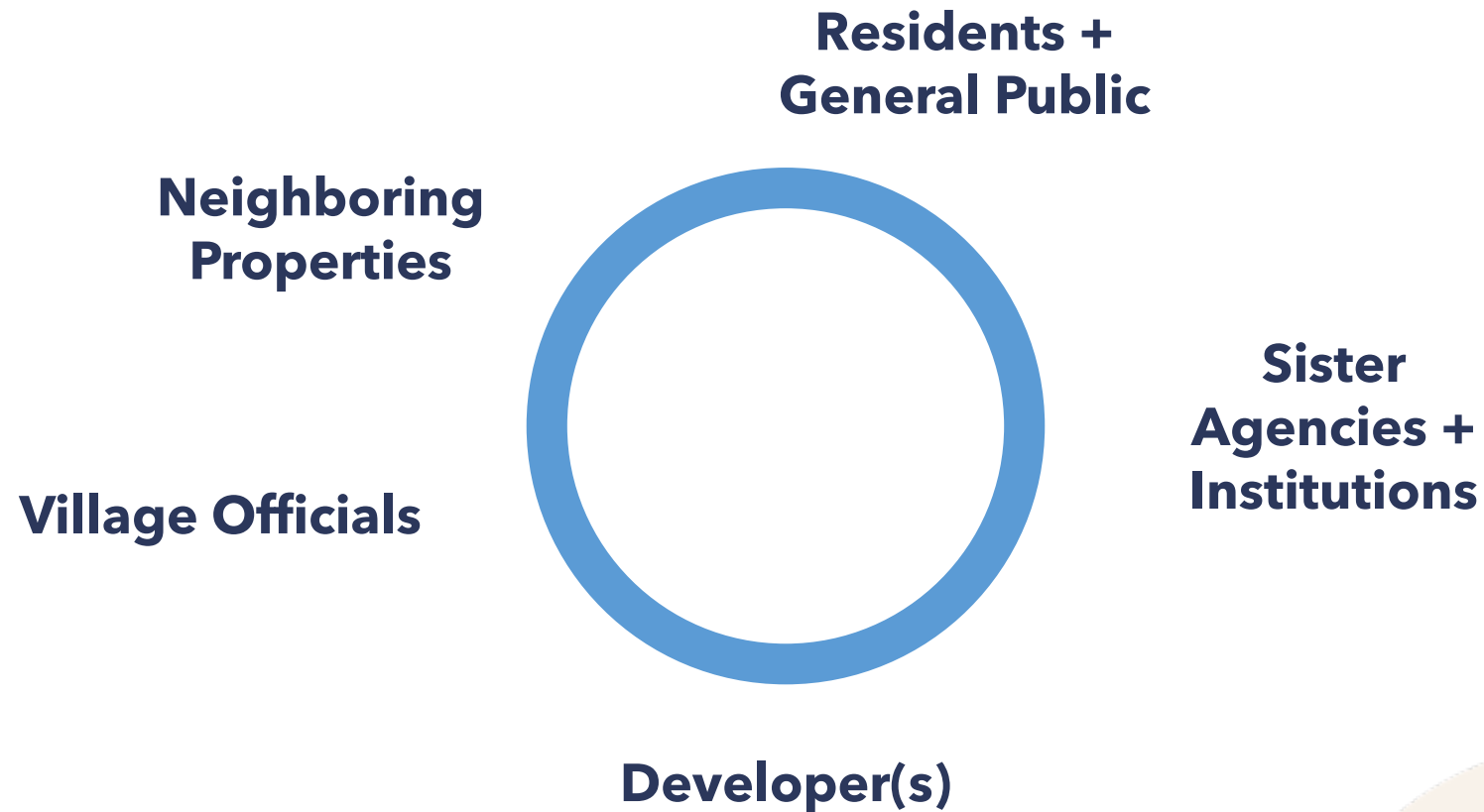
1. **Prepare properly for public/private partnerships**
2. **Create a shared vision**
3. **Understand your partners and key players**
4. **Be clear on the risks and rewards for all parties**
5. **Establish a clear and rational decision-making process**
6. **Make sure all parties do their homework**
7. **Secure consistent and coordinated leadership**
8. **Communicate early and often**
9. **Negotiate a fair deal structure**
10. **Build trust as a core value**

Mary Beth Corrigan et al., *Ten Principles for Successful Public/Private Partnerships* (Washington, DC: ULI, 2005), 1.

For Discussion

- Development process
- Engagement strategy
- Decision-making/consensus

Project Stakeholders



Stakeholder Roles and Responsibilities

- Each brings resources and expertise
- Who do you want answering different questions?
 - Public policy goals
 - Community amenities
 - Community benefits
 - Site programming

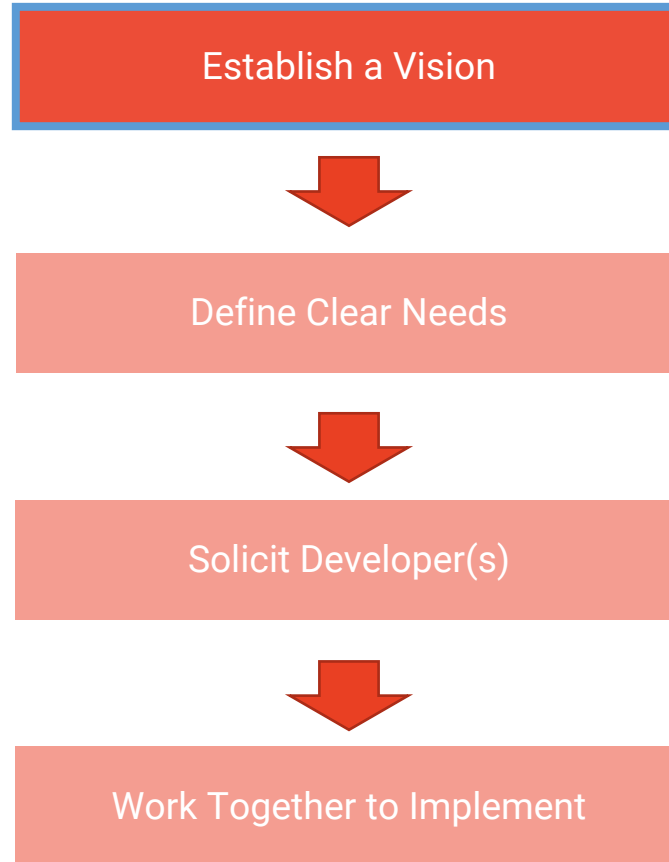
RFQ Process

FIGURE 3-4

Elements of a Successful Project

1»	DEFINE DEVELOPMENT GOALS	2»		3»	FINALIZE AND IMPLEMENT PROJECT	
		SOLICIT DEVELOPER FOR PUBLIC LAND	OR RESPOND TO DEVELOPER SEEKING LAND/ASSISTANCE			
	<ul style="list-style-type: none"> • Develop a community-supported vision with all stakeholders • Prepare site development program • Address development readiness of site • Understand resources • Create a “believable fiction” 	<ul style="list-style-type: none"> • Prepare request for qualifications • Review qualifications and determine short list • Solicit proposals from short list • Evaluate proposals • Conduct interviews/community reviews • Select developer 	<ul style="list-style-type: none"> • Identify land sales processes <ul style="list-style-type: none"> • Negotiated sales • Modified bidding • Alternative bids • Identify entitlements • Review assistance application <ul style="list-style-type: none"> • Project plan and costs • Market analysis • Financial benefits/tax increment • Pro forma/gap • Community benefits • Eligible costs • Basic structure/capital stack 		<ul style="list-style-type: none"> • Negotiate term sheet/redevelopment agreement • Obtain zoning/planned development approval • Identify financing structure/sources • Identify public structure <ul style="list-style-type: none"> • Pay-as-you-go • Notes • Bonds • Obtain simultaneous approvals • Coordinate and oversee project 	SUCCESSFUL DEVELOPMENT

Establishing a vision



Visioning helps to answer...

- Financial expectations for property
- Physical constraints
- Possibilities
- Amenities
- Public policy goals

Why Community Engagement?

- Create a shared vision
- Draw from community expertise
- Educate stakeholders and interested parties
- Dispel myths and present facts
- Build trust and transparency



Community Engagement Options

- Steering Committee/Selection Committee
- Stakeholder Interviews/Focus Groups
- Neighborhood Meetings
- Design Workshops/Charrettes
- Public Meetings
- Online and Printed Materials (e.g., newsletters)

Recommended Next Steps

- Create dedicated page on Village website
 - FAQ
 - Updated project information
- Compile project information
- Engage community in visioning

NEIGHBORHOOD PROGRAMS

Full Home Improvement Program

Minor Home Repair Program

Home Accessibility Retrofit Program

Accessory Structure Demolition Program

Residential Exterior Rehabilitation Program

Garden Hills SLEEP

City-Owned Lots For Purchase

BRISTOL PLACE NEIGHBORHOOD REDEVELOPMENT

News

- News Update (10-1-21): [Bristol Place Redevelopment Phase II Update](#)
- News Update (7-15-20): [Bristol Place Leasing Update](#)
- News Update (6-19-20): [Bristol Place Construction Update](#)
- News Release (5-5-20): [Bristol Place Residences Clubhouse Named in Honor of John Lee Johnson](#)
- News Update (7-26-19): [Bristol Place Residences Taking Shape](#)
- News Release (6-24-19): [Leasing Begins at Bristol Place Residences](#)
- News Release (12-11-18): [Bristol Place Project Contractors Workshop](#)
- News Release (11-28-18): [With Financial Closing Complete Bristol Place Construction Ramping Up, Announcing Contracting and Employment Opportunities](#)
- News Release (11-27-18): [Bristol Place Residences Groundbreaking Postponed](#)
- News Release (11-20-18): [Bristol Place Residences Construction Underway](#)
- News Release (9-29-17): [Low Income Housing Tax Credits Awarded to Bristol](#)



NEIGHBORHOOD

NEIGHBORHOOD PROGRAMS

I WANT TO... ABOUT US MEE

NEIGHBORHOOD PROGRAM

Full Home Improvement Prog

Minor Home Repair Program

Home Accessibility Retrofit
Program

Accessory Structure Demoliti
Program

Residential Exterior Rehabilita
Program

Garden Hills SLEEP

City-Owned Lots For Purchas

The Bristol Place Neighborhood Redevelopment is a component of the Bristol Park Neighborhood Plan.

- [View the Bristol Park Neighborhood Plan](#)

Policies

- [Acquisition Policy](#)
- [Demolition](#)
- [Relocation](#)

Bristol Place Plans and Sketches

- [2018 Street View](#)
- [View Initial Conceptual Plan](#)

Environmental Reports

- [Phase I](#)
- [Noise Study](#)
- [Phase II](#)

Frequently Asked Questions

- [Bristol Place Talking Points – Sept 2017](#)
- [Bristol Place Frequently Asked Questions \(FAQs\)](#)
- [Bristol Place Talking Points – 2012](#)

▼ Request For Qualifications (RFQ) Historical Information

ENHANCED BY G



NS PLANS AND REPORTS



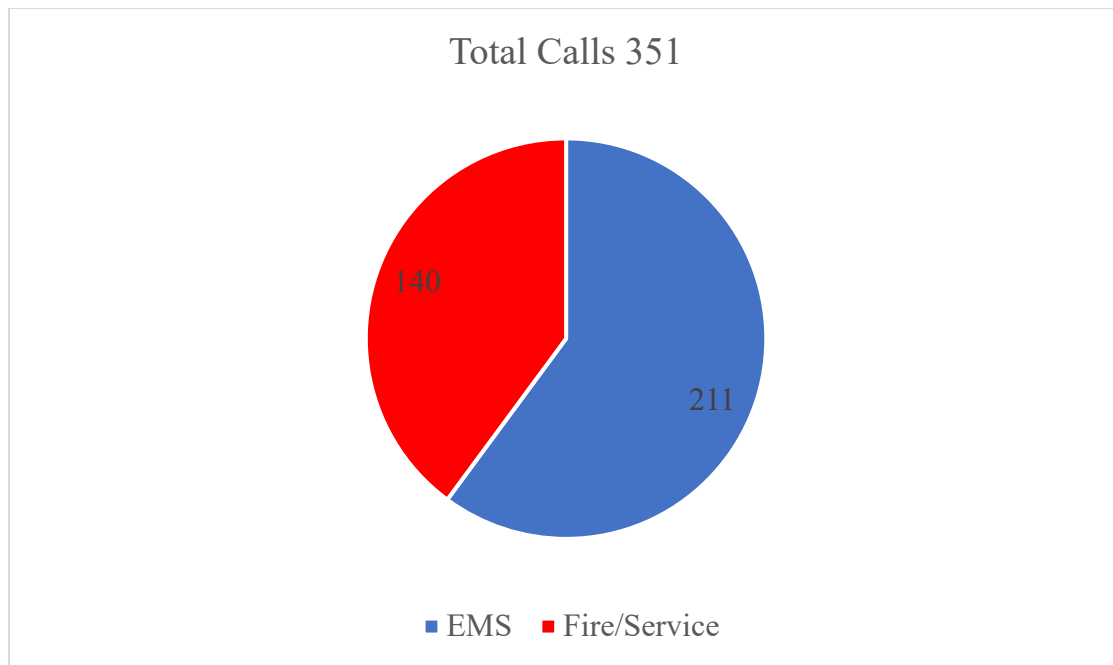
Engagement Next Steps

- Establish Steering Committee (Dec 2021)
 - Meets Monthly
- Stakeholder Interviews/Focus Groups (Jan 2022)
- Visioning Meeting (Feb 2022)
- Vision Plan (Mar 2022)
- Draft RFQ (Apr 2022)

**FOREST PARK
FIRE DEPARTMENT**



OCTOBER 2021

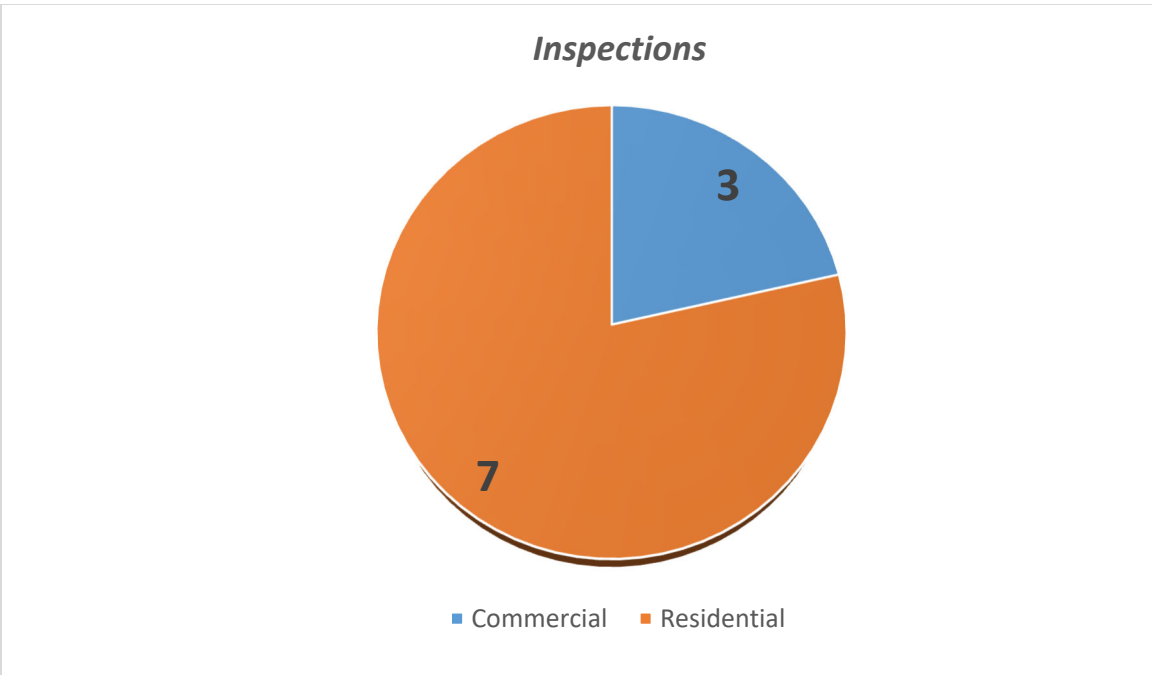


Calls

The Fire Department responded to 351 calls for the month of October. That is an average of 11.3 calls per day for the month. 60% of the calls were for EMS. 40% were for fire/service calls.

Major incidents- Contractors struck a 2 inch gas main at 1300 Desplaines. Desplaines was shut down for 5 hours. Forest Park fire crews monitored the area for hazardous conditions. Forest Park crew also stood by to protect Nicor crews while repairs were made.





Inspections

We have a new inspector being trained this month to do residential inspections.

For the month of October there were 7 residential inspections completed and 4 re-inspections done. There were 3 commercial inspections done and 3 fire alarm acceptance tests.

Training

Training for the month of October consisted of:

• Tools and Equipment	13.5
• Hydrants Flow and Maintenance	15.5
• EMS CE	9
• Tactics	6
• Reading Smoke	6.5
• Aerial Ops	5.5
• Truck FAE	1
Total =	57

Child Safety Seat Installations – Car seat technicians had 4 installations for October

Community Involvement- The fire department attended 2 block parties and had 3 station tours in October. The fire engine stood by at the Casket Races for first aid on the 23rd.

Department Events- The fire department had a retirement of our Deputy Chief Tim Conrad on October 15th who completed 30 years of service. 2 promotions also took place on October 15th. Mark Maylath was promoted to Deputy Chief and Lindsey Hankus was promoted to Lieutenant.



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	\$ 3,553.60
Public Affairs	\$ 35,012.72
Police Department	\$ 820.00
Community Center	\$ 1,284.10
Accounts & Finance (Clerks Office)	\$ 5,128.65
Accounts & Finance (Fire Department)	\$ 31,407.95
Department of Health & Safety	\$ 8,834.95
Street Department	\$ 90,842.25
Public Property	\$ 143,945.52
Seizure	\$ 1,877.65
Federal Custom	\$ 4,160.58
TIF	\$ 9,456.00
VIP	\$ 700,473.75
Water Department	\$ 216,979.68
TOTAL	\$ 1,253,777.40

ADOPTED BY THE Council of the Village of Forest Park this 22nd Day of November, 2021.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2001-002	Franzen Plumbing Inc	11/09/2021	\$400.00
100-00-000-2001-002	Gurtner Plumbing	11/09/2021	\$400.00
100-00-000-4220-300	Total Parking Solutions Inc	11/05/2021	\$187.00
100-00-000-4230-135	Lee Maltby	11/17/2021	\$300.00
100-00-000-4450-121	Passport Labs Inc	10/31/2021	\$127.28
100-00-000-4450-130	Passport Labs Inc	10/31/2021	\$1,603.21
100-00-000-4450-140	Passport Labs Inc	10/31/2021	\$71.78
100-00-000-4580-001	Cook County Department of Emergency Mgmt	11/08/2021	\$464.33
Refunds & Allocations			\$3,553.60



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$11,049.49
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$95.00
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$95.00
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$673.42
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$95.00
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$342.00
100-10-101-6100-100	Storino Ramello & Durkin	10/31/2021	\$244.00
100-10-101-6100-135	GPG Strategies LLC	05/20/2021	\$2,000.00
100-10-101-6100-135	GPG Strategies LLC	06/30/2021	\$2,000.00
100-10-101-6100-135	GPG Strategies LLC	09/30/2021	\$2,000.00
100-10-101-6120-300	Special T Unlimited	09/07/2021	\$235.00
100-10-101-6120-305	AA Rental Center	11/08/2021	\$108.30
100-10-101-6120-305	Darien Marion-Burton	11/06/2021	\$425.00
100-10-101-6120-305	Illinois State Police	08/01/2020	\$11.75
100-10-101-6120-305	Illinois State Police	10/01/2020	\$30.00
100-10-101-6120-305	Starship Subs	11/07/2021	\$296.00
100-10-101-6130-308	7436-40 Madison St LLC Grand Appliance	11/17/2021	\$1,009.27
100-10-101-6130-308	7436-40 Madison St LLC Grand Appliance	11/17/2021	\$7,064.91
100-10-101-6150-202	C.O.P.S. TESTING SERVICE	10/25/2021	\$160.00
100-10-101-6150-202	Stanard & Associates Inc.	10/29/2021	\$450.00
100-10-101-6150-210	Storino Ramello & Durkin	10/31/2021	\$47.50
100-10-101-6150-220	Shavon Wesley	11/10/2021	\$495.00
100-10-101-7000-150	Telcom Innovations Group LLC	11/08/2021	\$130.00
100-10-101-7000-150	Telcom Innovations Group LLC	11/15/2021	\$130.00
100-11-111-6100-105	Christopher Burke Engineering LTD	11/03/2021	\$1,626.08
100-11-111-6100-120	Techno Consulting Inc	11/01/2021	\$3,500.00
100-11-111-6110-110	Techno Consulting Inc	11/01/2021	\$700.00

Public Affairs

\$35,012.72



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-305	Metro Mortuary Transport	11/04/2021	\$820.00
	Police Department		\$820.00



Account Number	Vendor	Invoice Date	Amount
100-15-152-6170-200	Case Lots Inc	09/07/2021	\$231.10
100-15-154-6170-110	Entertainment Management Gr	11/09/2021	\$1,000.00
100-15-169-6160-100	Elmhurst Occupational Health	10/31/2021	\$53.00
	Community Center		\$1,284.10



Account Number	Vendor	Invoice Date	Amount
100-21-211-6120-300	CHC Wellbeing Inc	11/16/2021	\$504.00
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2021	\$120.00
100-21-211-6120-300	Elmhurst Occupational Health	10/31/2021	\$75.00
100-21-211-6140-102	FED EX	11/16/2021	\$72.06
100-21-211-6140-102	FED EX	11/16/2021	\$98.69
100-21-211-6140-104	Quill	10/27/2021	\$179.38
100-21-211-6140-110	Forest Printing	10/27/2021	\$622.00
100-21-211-6150-112	Municipal Clerks of Illinois	11/08/2021	\$130.00
100-21-211-6150-116	Growing Community Media NFP	11/03/2021	\$50.00
100-21-211-6150-116	Growing Community Media NFP	11/03/2021	\$50.00
100-21-211-6150-116	Growing Community Media NFP	11/10/2021	\$50.00
100-21-211-6150-150	AT&T	11/04/2021	\$83.57
100-21-211-6150-150	AT&T LONG DISTANCE	11/04/2021	\$0.71
100-21-211-6160-001	Mesirow Insurance Services	11/10/2021	\$100.00
100-21-211-7000-080	PITNEY BOWES	11/10/2021	\$844.74
100-22-221-6320-310	Christopher Burke Engineering LTD	11/03/2021	\$2,148.50
Accounts & Finance (Clerks Office)			\$5,128.65



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	10/31/2021	\$16.44
100-30-301-6140-200	SCHAUERS HARDWARE	10/31/2021	\$60.28
100-30-301-7000-040	Mitchell Kempka	11/04/2021	\$185.00
100-30-301-7000-040	Witmer Public Safety Group	10/22/2021	\$50.98
100-30-301-7000-040	Witmer Public Safety Group	10/30/2021	\$50.98
100-30-301-7000-040	Witmer Public Safety Group	11/09/2021	\$95.97
100-30-302-6145-105	Special T Unlimited	10/18/2021	\$48.00
100-30-302-6145-105	Special T Unlimited	11/08/2021	\$1,080.50
100-30-303-6100-160	Metro Paramedic Services Inc	10/21/2021	\$37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	10/21/2021	(\$7,918.20)
Accounts & Finance (Fire Department)			\$31,407.95



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Lakeside Consultants LLC	10/31/2021	\$760.00
100-40-401-5000-017	Raymond Traynor	11/09/2021	\$1,125.00
100-40-402-6100-100	Storino Ramello & Durkin	10/31/2021	\$437.00
100-40-402-6100-115	Muse Community + Design	06/30/2021	\$1,673.25
100-40-402-6100-115	Muse Community + Design	10/31/2021	\$187.50
100-40-402-6141-003	Christopher Burke Engineering LTD	11/03/2021	\$104.00
100-40-402-6141-003	Christopher Burke Engineering LTD	11/03/2021	\$260.00
100-40-402-6150-240	Growing Community Media NFP	10/27/2021	\$77.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/01/2021	\$1,200.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/03/2021	\$262.20
100-40-403-6150-220	Crunch Inc	11/11/2021	\$2,254.00
100-40-410-6140-100	Backflow Solutions Inc	11/01/2021	\$495.00
Department of Health & Safety			\$8,834.95



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Personalization House	11/04/2021	\$491.75
100-50-502-6180-160	Com Ed	10/19/2021	\$3,789.32
100-50-502-6185-102	Greenwood Transfer LLC	10/17/2021	\$198.75
100-50-502-6185-102	Greenwood Transfer LLC	10/24/2021	\$232.50
100-50-502-6185-102	Greenwood Transfer LLC	10/31/2021	\$498.74
100-50-502-6185-108	Sherwin Williams	09/16/2021	\$859.80
100-50-502-6185-108	Sherwin Williams	09/22/2021	\$1,303.63
100-50-502-6185-108	Sherwin Williams	09/23/2021	\$133.55
100-50-502-6185-108	Sherwin Williams	09/29/2021	(\$669.13)
100-50-502-6185-108	Sherwin Williams	09/30/2021	\$2,235.48
100-50-502-6185-108	Sherwin Williams	10/06/2021	(\$1,201.20)
100-50-502-6185-110	SCHAUERS HARDWARE	10/31/2021	\$5.20
100-50-502-6185-112	Republic Services #551	11/15/2021	\$1,682.91
100-50-502-6185-501	Republic Services #551	11/15/2021	\$35,538.70
100-50-502-6185-502	Republic Services #551	11/15/2021	\$24,923.00
100-50-502-6185-503	Republic Services #551	11/15/2021	\$3,445.76
100-50-502-6185-505	West Cook County Solid Waste	10/31/2021	\$17,373.49
Street Department			\$90,842.25



Account Number	Vendor	Invoice Date	Amount
100-55-551-7000-001	RUSH TRUCK CENTER	11/08/2021	\$81,444.00
100-55-552-6145-100	Personalization House	11/04/2021	\$500.00
100-55-552-6180-114	McAdam Landscaping	10/31/2021	\$78.00
100-55-552-6180-114	McAdam Landscaping	11/02/2021	\$368.00
100-55-552-6180-114	ULINE	11/01/2021	\$112.14
100-55-553-6180-150	Lyons Pinner Electric Co	10/22/2021	\$165.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/24/2021	\$1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	11/11/2021	\$3,967.67
100-55-553-6180-150	Lyons Pinner Electric Co	11/11/2021	\$282.85
100-55-553-6180-152	State Treasurer-IDOT	11/05/2021	\$2,846.85
100-55-553-6180-160	AEP Energy	10/20/2021	\$3,210.14
100-55-553-6180-160	Com Ed	09/27/2021	\$354.80
100-55-553-6180-160	Com Ed	09/27/2021	\$103.85
100-55-553-6180-160	Com Ed	10/12/2021	\$156.80
100-55-553-6180-160	Com Ed	10/22/2021	\$729.43
100-55-553-6180-160	Com Ed	10/26/2021	\$106.12
100-55-553-6180-160	Com Ed	10/26/2021	\$360.78
100-55-553-6180-160	Com Ed	10/27/2021	\$36.84
100-55-553-6180-160	Com Ed	11/10/2021	\$540.15
100-55-555-6180-100	Colley Elevator Co	11/01/2021	\$276.00
100-55-555-6180-100	Quill	10/27/2021	\$340.34
100-55-555-6180-110	Comcast	11/02/2021	\$50.40
100-55-555-6180-130	Comcast	11/01/2021	\$373.13
100-55-555-6180-130	Case Lots Inc	09/07/2021	\$211.40
100-55-555-6180-130	West Town Mechanical	11/11/2021	\$883.96
100-55-555-6180-140	SCHAUERS HARDWARE	10/31/2021	\$27.86
100-55-555-6180-140	Comcast	10/28/2021	\$2.10
100-55-555-6180-140	First Ayd Corp.	11/01/2021	\$180.07
100-55-555-6180-140	First Ayd Corp.	11/03/2021	\$32.50
100-55-555-6180-140	S & S Electric Service Inc	11/15/2021	\$2,510.00



Account Number	Vendor	Invoice Date	Amount
100-55-555-6180-140	Tim Stefl Inc.	10/27/2021	\$440.00
100-55-555-6180-150	SCHAUERS HARDWARE	10/31/2021	\$55.74
100-55-555-6180-150	Midwest Fence	10/08/2021	\$5,714.20
100-55-555-6180-150	Tim Stefl Inc.	11/02/2021	\$220.00
100-55-570-6155-101	Mohr Oil Company	11/09/2021	\$11,885.65
100-55-570-6155-101	Mohr Oil Company	11/09/2021	\$8,777.76
100-55-570-6155-102	Certified Laboratories	11/03/2021	\$396.67
100-55-570-6155-106	SCHAUERS HARDWARE	10/31/2021	\$95.30
100-55-570-6155-106	Commercial Tire Service	11/05/2021	\$385.50
100-55-570-6155-106	Commercial Tire Service	11/05/2021	\$946.76
100-55-570-6155-106	Currie Motors Chevrolet	10/06/2021	\$302.86
100-55-570-6155-106	Currie Motors Chevrolet	10/07/2021	\$11.74
100-55-570-6155-106	Currie Motors Chevrolet	10/13/2021	\$198.42
100-55-570-6155-106	Currie Motors Chevrolet	10/15/2021	\$14.92
100-55-570-6155-106	Currie Motors Chevrolet	10/29/2021	\$72.49
100-55-570-6155-106	Currie Motors Chevrolet	10/29/2021	\$113.34
100-55-570-6155-106	Currie Motors Chevrolet	10/29/2021	\$74.81
100-55-570-6155-106	Factory Motor Parts Co	10/22/2021	\$292.50
100-55-570-6155-106	Factory Motor Parts Co	10/26/2021	\$105.38
100-55-570-6155-106	Factory Motor Parts Co	10/27/2021	\$76.92
100-55-570-6155-106	Factory Motor Parts Co	10/27/2021	(\$14.00)
100-55-570-6155-106	Factory Motor Parts Co	10/28/2021	\$33.52
100-55-570-6155-106	Factory Motor Parts Co	10/28/2021	\$22.16
100-55-570-6155-106	Factory Motor Parts Co	10/28/2021	\$19.27
100-55-570-6155-106	Factory Motor Parts Co	11/08/2021	\$29.19
100-55-570-6155-106	Factory Motor Parts Co	11/10/2021	\$177.21
100-55-570-6155-106	Factory Motor Parts Co	11/12/2021	\$59.42
100-55-570-6155-106	Factory Motor Parts Co	11/15/2021	\$167.74
100-55-570-6155-106	Factory Motor Parts Co	11/15/2021	\$78.84
100-55-570-6155-106	Freeway Ford Sterling Truck	10/19/2021	\$29.59



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Freeway Ford Sterling Truck	10/19/2021	\$397.80
100-55-570-6155-106	Freeway Ford Sterling Truck	10/25/2021	\$77.50
100-55-570-6155-106	Linde Gas North America LLC	10/22/2021	\$179.91
100-55-570-6155-106	Linde Gas North America LLC	10/22/2021	\$41.67
100-55-570-6155-106	Snap on Industrial	10/25/2021	\$52.72
100-55-570-6155-106	Zarnoth Brush Works Inc.	10/29/2021	\$231.05
100-55-570-6155-106	Zeigler Ford North Riverside	10/01/2021	\$110.36
100-55-570-6155-106	Zeigler Ford North Riverside	10/01/2021	\$333.74
100-55-570-6155-106	Zeigler Ford North Riverside	10/04/2021	(\$17.98)
100-55-570-6155-106	Zeigler Ford North Riverside	10/04/2021	(\$25.00)
100-55-570-6155-106	Zeigler Ford North Riverside	10/05/2021	\$391.25
100-55-570-6155-106	Zeigler Ford North Riverside	10/05/2021	\$170.18
100-55-570-6155-106	Zeigler Ford North Riverside	10/05/2021	\$106.30
100-55-570-6155-106	Zeigler Ford North Riverside	10/05/2021	\$116.06
100-55-570-6155-106	Zeigler Ford North Riverside	10/12/2021	\$340.60
100-55-570-6155-106	Zeigler Ford North Riverside	10/14/2021	\$252.46
100-55-570-6155-106	Zeigler Ford North Riverside	10/16/2021	\$33.02
100-55-570-6155-106	Zeigler Ford North Riverside	10/19/2021	\$49.60
100-55-570-6155-110	Snap on Industrial	11/02/2021	\$74.70
100-55-570-6155-112	Action Transmission & Auto	10/20/2021	\$1,347.63
100-55-570-6155-112	Action Transmission & Auto	10/20/2021	\$245.20
100-55-570-6155-112	BC Body Craft Inc	10/18/2021	\$1,666.80
100-55-570-6155-112	BC Body Craft Inc	11/01/2021	\$205.20
100-55-570-6155-112	Commercial Tire Service	10/29/2021	\$939.48
100-55-570-6155-112	Commercial Tire Service	10/29/2021	\$186.53
100-55-570-6155-112	Commercial Tire Service	11/10/2021	\$2,021.50
100-55-570-6155-112	Fire Service Inc	11/01/2021	\$329.50
100-55-570-6155-112	XTreme Graphics Lettering	11/16/2021	\$200.00
100-55-570-6155-112	XTreme Graphics Lettering	11/16/2021	\$150.00
100-55-570-6155-202	Berwyn Garage	10/19/2021	\$523.70



Account Number	Vendor	Invoice Date	Amount
100-55-580-6155-120	SCHAUERS HARDWARE	10/31/2021	\$33.24
100-55-580-6155-120	Jack's Rental Inc.	11/08/2021	\$4.29
100-55-580-6155-120	RUSSO POWER EQUIPMENT	10/12/2021	\$54.58
100-55-580-6155-120	RUSSO POWER EQUIPMENT	10/15/2021	\$36.99
100-55-585-6180-305	SCHAUERS HARDWARE	10/31/2021	\$71.96
100-55-585-6180-305	ULINE	11/01/2021	\$629.00
Public Property			\$143,945.52



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Kenneth Gross	11/03/2021	\$357.65
230-00-000-6900-230	Kenneth Gross	11/03/2021	\$48.00
230-00-000-6900-230	Kenneth Gross	11/03/2021	\$52.00
230-00-000-6900-230	IL Tactical Officers Assoc.	11/03/2021	\$1,420.00
Seizure			\$1,877.65



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Motorola Solutions StarCom21 Network	11/01/2021	\$110.00
232-00-000-6900-232	Ray O'Herron Co Inc.	11/08/2021	\$177.93
232-00-000-6900-232	SEPS INC.	11/02/2021	\$3,872.65
	Federal Customs		\$4,160.58



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	10/31/2021	\$1,333.00
302-00-000-6100-115	Kane McKenna and Assoc	10/31/2021	\$121.88
302-00-000-6185-700	Christopher Burke Engineering LTD	11/03/2021	\$180.00
304-00-000-6100-100	Storino Ramello & Durkin	10/31/2021	\$190.00
304-00-000-6100-100	Storino Ramello & Durkin	10/31/2021	\$142.50
304-00-000-6100-115	Kane McKenna and Assoc	10/31/2021	\$243.74
304-00-000-6185-700	Christopher Burke Engineering LTD	11/03/2021	\$7,123.00
309-00-000-6100-115	Kane McKenna and Assoc	10/31/2021	\$121.88
TIF			\$9,456.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	11/03/2021	\$3,440.50
312-00-000-6310-001	Amalgamated Bank of Chicago	11/08/2021	\$615,000.00
312-00-000-6310-002	Amalgamated Bank of Chicago	11/08/2021	\$48,975.00
312-00-000-7000-108	Christopher Burke Engineering LTD	11/03/2021	\$19,227.75
312-00-000-7000-120	Christopher Burke Engineering LTD	11/03/2021	\$104.00
312-00-000-7000-135	Christopher Burke Engineering LTD	11/03/2021	\$312.00
312-00-000-7000-312	Abbey Paving & Sealcoating Co	11/05/2021	\$4,300.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/03/2021	\$4,050.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/03/2021	\$5,064.50
VIP			\$700,473.75



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	11/03/2021	\$3,744.00
501-80-800-6100-105	Christopher Burke Engineering LTD	11/03/2021	\$170.00
501-80-800-6100-105	Christopher Burke Engineering LTD	11/03/2021	\$1,456.00
501-80-800-6120-500	Neil Chaddah	11/09/2021	\$1,500.00
501-80-800-6120-500	Lisa Sutton	11/16/2021	\$1,500.00
501-80-800-6145-100	Personalization House	11/04/2021	\$500.00
501-80-800-6150-154	Com Ed	09/27/2021	\$21.28
501-80-800-6150-154	Com Ed	09/27/2021	\$57.56
501-80-800-6150-154	Com Ed	10/12/2021	\$20.60
501-80-800-6150-154	Com Ed	10/26/2021	\$21.33
501-80-800-6150-154	Com Ed	10/26/2021	\$56.12
501-80-800-6150-154	Com Ed	10/27/2021	\$46.96
501-80-800-6150-154	Constellation Energy Services Inc	10/26/2021	\$3,285.53
501-80-800-6150-154	Constellation Energy Services Inc	10/28/2021	\$283.90
501-80-800-6150-156	NICOR	11/03/2021	\$45.70
501-80-800-6150-156	NICOR	11/03/2021	\$266.63
501-80-800-6800-100	City of Chicago	11/09/2021	\$169,991.59
501-80-800-6800-150	Tim Stefl Inc.	11/04/2021	\$220.00
501-80-800-6800-151	SCHAUERS HARDWARE	10/31/2021	\$22.91
501-80-800-6800-151	Core & Main LP	10/21/2021	\$105.57
501-80-800-6800-151	Core & Main LP	11/09/2021	\$748.00
501-80-800-6800-152	Centurion Plumbing Company	11/16/2021	\$12,030.56
501-80-800-6800-152	Centurion Plumbing Company	11/16/2021	\$9,830.60
501-80-800-6800-152	Core & Main LP	10/21/2021	\$93.34
501-80-800-6800-153	S & S Electric Service Inc	11/01/2021	\$3,560.00
501-80-800-7000-020	Christopher Burke Engineering LTD	11/03/2021	\$5,064.50
501-80-800-7000-020	Traffic Control & Protection	11/13/2021	\$2,025.00
501-80-800-7000-050	Christopher Burke Engineering LTD	11/03/2021	\$312.00

Water Department

\$216,979.68

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Hoskins; Moses Amidei
FROM: Chief Ken Gross
DATE: 12Nov21
SUBJECT: Promotions and Probationary Police Officer

[Handwritten signature and date: 12Nov21 2900]

The promotion of Lt. Chris Chin to the rank of Deputy Chief on 12Nov21 has created an open police lieutenant position. The promotion of the next police lieutenant will create an open police sergeant position. The promotion of the next police sergeant will create a need to hire a probationary police officer.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to promote the next eligible police lieutenant, the next eligible police sergeant, and offer employment to the next, eligible police officer.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 22, 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:

- Creation of an A8 license for Foundry/FP Company (7503 Madison);

Attachments

- Proposed Liquor Code Amendment Ordinance
- Current Liquor License Listing (as of 11/22/2021)

Nov. 19,2021

To The Village of Forest Park,

Thank you so much for considering us for the Liquor License.

Foundry/FP is the name of the business. We are located at 7503 Madison St.

We have a unique space that I am planning to open that people can come together for shared experiences.

We have a certified kitchen, and we will be pairing up with local businesses and individuals to bring wonderful cuisine, classes and get togethers.

We will also be using the space to promote new local businesses and host corporate gatherings.

We are hoping to have a farmers' market on Wednesdays.

Thank You for this opportunity,

Linda M. Cibula



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	16
A1	1,800.00	14
A2	1,600.00	5
A3	1,300.00	3
A4	250.00	0
A5	250.00	2
A6	1,200.00	0
A7	1,800.00	1
A8	1,800.00	4 2

B1	1,800.00	5
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 22nd day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

For November 22, 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	4	A2	Charlie's Restaurant	7427 Roosevelt
2	23	A2	Chirion Mexican Restaurant	7510 Madison
3	49	A2	Gaetano's	7636 Madison
4	41	A2	Kribi Coffee	7324 Madison
5	74	A2	White Crane	819 Harlem Avenue
1	28	A3	Portillo's Hot Dogs	7740 Roosevelt
2	55	A3	The Junction Diner	7401 Madison
3		A3	Mr. Beef and Pizza	123 Harlem
1	12	A5	Altenheim	7824 Madison
2	63	A5	American Legion Hall	500 Circle
1	18	A7	Exit Strategy Brewing Company	7700 Madison
1		A8	Table and Lain	7322 Madison
2		A8	Foundry/FP Company	7503 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
1	65	C	Starship Restaurant & Catering	7618 Madison
2	31	C	Yum Thai Restaurant	7748 Madison
1	66	O	Sharship Catering	7618 Madison



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: November 18, 2021

Name of Liquor License Establishment: The Lantern Haus

Class of Forest Park Liquor License: A1

Name of Applicant(s): Patrick Jacknow

Business Address: 7414 Madison Street

Telephone Number(s): 708-705-3375

E-mail Address(es): pjacknow@yahoo.com

Square Footage of Licensed Premises: 1,456

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.

The entertainment I am hoping to provide < on November 28th.
would be a DJ for the first floor. Since
we opened we had provided live entertainment.
During the time before my remodel, and during those
times of entertainment, I received zero noise violations
and maybe a handful of calls resulting in a police visit
stating the music was fine and to carry on. During
the remodel I had a closed cell sprayfoam insulation, along
with an air barrier, finalized with a BAT insulation before
closing up the ceiling. I also always followed code of keeping windows
closed.

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: _____

Patrick J. Jakraw

Date: _____

11-18-21

FOREST PARK LIQUOR CODE

As of 10/12/2021

3-3-12: ENTERTAINMENT LICENSE:

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

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

3-3-5-M-2: No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Charter Contract
New Buffalo, MI



5411 W.127th Street
Crestwood, IL 60418
Toll Free Number 866-711-1997
FAX NUMBER 708-389-7480

15 Instant Slot Credit & 10 Food Credit

FULL PAYMENT & MANIFEST

Booking Date: 11-9-2021

Group Name		Telephone Number	Fax Number
Village of Forest Park 1/27/2022		(708) 771-7737	
Contact Person		Email address	
Brenda Powers		bpowers@forestpark.net	
Mailing Address		City	State
7640 Jackson Blvd Forest Park, IL 60130			
Trip Date	Cost Per Person	Total Number Passengers	Total Amount Due
1-27-2022	\$27.00	45	Checks payable: Casino Group Inc. Amount Due \$ 1,215.00 Total Amount Due \$ 1,215.00 <i>All discounts will be applied, once we receive the first submitted manifest.</i> <i>The total amount will be adjusted when final payment is due.</i>

No payments will be accepted at the casino.

Package Includes

\$15 .00 Instant Slot Credit

****Up to \$10.00 Food Credit**

**** Up to \$10 Food credit can be used towards the following food outlets**

- The Buffet
- Timbers Fast Food & Deli
- Grab N Go
- Kankakee Bar & Grill

Group Leader Bonus Incentive- Group leader will receive \$100 in slot credit and \$10 towards with 35 or more guests on board the bus when arriving. Each bus counts individually.

Guest will be responsible for any additional charges that exceed the \$10 food credit. Plus, gratuity at The Buffet and Kankakee Bar & Grill.

****If you would like to have your escort and/or bus driver to receive the bus package they must be included in the total number of passengers**

Group Itinerary:

The bus will arrive at the pickup location 5 minutes prior to departure time.

Pick up Time: 9:00am CST

Pick up location: 7640 Jackson Blvd, Forest Park, IL

Arrive Casino by: 11:30am EST

Departure from the Casino: 3:30pm EST

Drop Off/ End Trip: 4:00pm CST

There is no seating time for any of the food outlets. Please tell your group to eat at their leisure.



Charter Contract
New Buffalo, MI



5411 W.127th Street
Crestwood, IL 60418
Toll Free Number 866-711-1997
FAX NUMBER 708-389-7480

15 Instant Slot Credit & 10 Food Credit

FULL PAYMENT & MANIFEST

Booking Date: 11-9-2021

Name of Bus Company: Starlight Pick Up Time: 9:00am Pick up Location: 7640 Jackson Blvd, Forest Park, IL	
---	--

Manifest information:

- All charter groups are required to provide a complete legible manifest no later than 10 days prior to your trip.
- Any additions to manifest on week day trips must be received no later than 48 hours prior to trip date. All weekend trip that have add-ons or cancellation must be submitted in our office by Noon (Central Time) on Wednesday.
- All passengers must arrive on the bus to the casino to receive their bus package. Any passenger that is part of the charter group arriving by car will not be allowed to receive the bus package

Payment information --- No payments will be accepted at the casino

- Deposit of \$150.00 will be required 15 business days from booking date. Deposit will go towards your balance due. If deposit is not received, your trip will be cancelled for all trips being supplied transportation.
- Full payment will be required 10 business days prior to trip date: Checks payable to CASINO GROUP INC.
- All credit card payments will be charged a 3% processing fee when the amount is over \$1,000.00.
- All returned check will be charged a \$25 processing fee, plus attorney fees and collection cost.
- All cancellations of trips must be submitted to our Group Sales Office no later than 10 days prior to your trip date to receive full a refund.
- All trips are based on a 7-hour day; all charter groups are required to depart the casino at the contractual time that is designated on your contract. If for any reason, you group departs the casino later then designated on the contract the group will be responsible for any additional over time at the fee of \$50.00 per hour. Other adjustment will be based on mileage and time
- All per person prices are locked in 10 days before the trip with the submission of the first manifest
 - Groups of 20-24 per person \$60.00
 - Groups of 25-29 per person \$48.00
 - Groups of 30-34 per person \$40.00
 - Groups of 35-39 per person \$34.00
 - Groups of 40-44 per person \$30.00
 - Groups of 45 to 49 per person \$27.00
 - Groups of 50 to 57 per person \$26.00

Valid ID Requirements:

- All bus passengers must be 21 years or older with a valid photo ID to ride the bus and receive the bus package. *The Kid's Quest area is not part of the bus program. Therefore, minors under the age of 21 years old are not allowed on the bus or to enter the gaming facility and will be escorted off the property.*



Charter Contract
New Buffalo, MI



5411 W.127th Street
Crestwood, IL 60418
Toll Free Number 866-711-1997

FAX NUMBER 708-389-7480

15 Instant Slot Credit & 10 Food Credit

FULL PAYMENT & MANIFEST

Booking Date: 11-9-2021

Any changes or cancellations must be made through Four Winds Casino Shuttle. For more information, please refer to the Four Winds Casino Shuttle Guidelines.

After reviewing Group Sales Booking Agreement, sign and return by fax or mail to Four Winds Casino Shuttle at 5411 W. 127th Crestwood, IL 60445 or Fax 708-389-7480.

 X _____

CUSTOMER SIGNATURE

FOUR WINDS CASINO SHUTTLE REPRESENTATIVE

Signed Contract & Guidelines

Deposit Due: \$150 12/1/2021

Manifest & Payment Due: 1/17/2022

Trip Date to The Four Winds Casino, New Buffalo, MI:

Group Name: Village of Forest Park 1/27/2022

Please sign and return this page.

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

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

Section 1. That certain Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services ("Intergovernmental Agreement") between the Village of Forest Park and the Cook County Department of Public Health, a copy of which is attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby authorized to execute, and the Village Clerk is authorized to attest, two original copies of the Intergovernmental Agreement, and the Village Clerk is further directed to return such executed agreements to the Cook County Department of Public Health for execution, along with a certified copy of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of November, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of November, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ENVIRONMENTAL HEALTH INSPECTION SERVICES**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES

This **AGREEMENT** entered into as of December 1, 2021 by and between the Village of Forest Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

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

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

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

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

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

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

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

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

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

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
 - c. Provide the **VILLAGE** with reports of inspections undertaken;
 - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
 - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
 - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
- a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
 - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
 - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2021 and shall continue through November 30, 2022 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Mayor, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, Illinois 60130.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

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

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

VILLAGE OF FOREST PARK
a municipal corporation

By: _____

Mayor

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

By: _____

Dated

Director, Cook County
Department of Public Health

RESOLUTION NO. R- ____ -21

**A RESOLUTION APPROVING A 2022 PARATRANSIT SERVICE
PROVIDER AGREEMENT BETWEEN SUBURBAN BUS DIVISION
OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE)
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village has previously entered into a Paratransit Service Provider Agreement with the Suburban Bus Division of the Regional Transportation Authority (PACE) which expires on December 31, 2021; and

WHEREAS, the corporate authorities of the Village of Forest Park deem it to be in the best interest of the residents of Forest Park to maintain and operate a public bus service known as the PACE “Dial-A-Ride Bus Service” for the elderly and disabled for all service hours, as well as for members of the general public for limited hours and limited destinations.

WHEREAS, the Village of Forest Park and the Suburban Bus Division of the Regional Transportation Authority (PACE) have agreed to enter into a service provider agreement to obtain public bus service within the Village of Forest Park for the year 2022 in exchange for the payment of operating, capital and other expenses; and

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

Section 1. That certain 2022 Paratransit Service Provider Agreement by and between Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park, a copy of which is attached hereto as Exhibit A, is hereby authorized and approved.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, said 2022 Paratransit Service Provider Agreement.

Resolved this 22nd day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of November, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of November, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

2022 Paratransit Service Provider Agreement



2021 NOV 15 PM 2:30

VILLAGE OF FOREST PARK

Rocky Donahue
Executive Director

November 10, 2021

Honorable Rory E. Hoskins
Mayor
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130-1801

Dear Mayor Hoskins:

On behalf of Pace and our Board of Directors, thank you for your partnership in the Village of Forest Park Dial-a-Ride program. It has been a critical resource for our common constituents for many years, and we appreciate your continued commitment to providing essential transportation during these difficult times.

Enclosed are two copies of the proposed 2022 Service Provider Agreement between Pace and Village of Forest Park. Also included is a Cost Estimate Worksheet which shows projected costs, ridership, and Pace staff's recommended 2022 budgeted subsidy for your program. Please review these documents, sign and return the enclosed agreements to Pace no later than December 22, 2021. Signed agreements should be mailed to Randy Comstock at 550 W. Algonquin Road, Arlington Heights, IL 60005.

The Pace Board of Directors will approve Pace's 2022 budget which includes funding for dial-a-ride program at the November 10, 2021, board meeting. Pace is pleased to announce that the local share will include a 15% payment in addition to your traditional annual subsidy. This additional subsidy, made possible by federal Coronavirus Relief funding (CARES) will be distributed in a one-time payment in early 2022.

Your current Local Share Agreement with Pace expires on December 31, 2021. Please be advised that **Pace cannot continue the dial-a-ride service in 2022 unless you have signed both copies of the enclosed agreement and returned them to Pace.** Please do so by December 22, 2021. Once both copies of the agreement are signed by Pace's Executive Director, we will return a fully executed copy to you.

Please feel free to contact Randy Comstock, Division Manager, at 847-228-4223 if you have any questions regarding this matter. We are looking forward to another year of working with you to provide dial-a-ride service to your community. Thanks again for your continued support and for your cooperation in executing this Agreement.

Sincerely,

Melinda J. Metzger
General Manager and
Chief Operating Officer

Enclosures

2022

PARATRANSIT SERVICE PROVIDER AGREEMENT

BY AND BETWEEN

SUBURBAN BUS DIVISION

OF THE

REGIONAL TRANSPORTATION AUTHORITY (PACE)

AND

Village of Forest Park
SERVICE PROVIDER

PROVIDER

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130-1801

2022 PARATRANSIT SERVICE PROVIDER AGREEMENT

This 2022 paratransit service provider agreement ("Agreement") is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), and the Village of Forest Park, an Illinois unit of local government ("Service Provider").

Pace was established under the Regional Transportation Authority Act (the "Act") (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Pursuant to the Act, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital, and other expenses.

Pace wants Service Provider to furnish certain transportation services ("Services") in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

ARTICLE 1

SCOPE, DESCRIPTION, AND CHANGES IN SERVICES

Section 1.1. Services.

- A. **Scope and Description of Services.** Throughout the Agreement Term, Service Provider shall provide the Services specified in exhibit D. As an integral part of providing the Services, Service Provider shall:
1. comply with the Pace Paratransit Municipal Manual ("Manual");
 2. take reasonable steps to ensure the safety, comfort, and convenience of the public utilizing the Services;
 3. comply with all policies, practices, procedures, terms, and conditions as Pace may direct regarding:
 - a. collection, security, and disposition of fares and other Transportation Revenue;
 - b. passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation, and interconnections between different transportation services; and
 - c. the availability and distribution of schedules and other printed material for the Services and related transportation services;

4. comply with all conditions of, and all laws, regulations, policies, practices, and procedures applicable to, any federal, state, or local funds or grants that Pace and/or Service Provider receives in connection with the Services or Equipment;
5. conduct the Services and Service Provider's operations and business as they relate to the Services in a safe, sound, economical, and efficient manner; and
6. comply with all Pace efforts to improve service efficiency.

B. Changes in Services.

1. Service Provider-Initiated Change.

- a. Except as provided in section 1.1(B)(1)(b) and (c), Service Provider shall not initiate, permit, or implement any change to the Services without Pace's prior written approval. To propose a change to the Services, Service Provider must submit a written proposal to Pace at least 45 days in advance of the date on which the proposed change is to take effect.
- b. Service Provider may implement a minor operational change that will neither affect any fare or system for passes, transfers, interconnections, or similar programs nor substantially affect the service area or service hours, provided (i) Service Provider gives Pace at least 30 days' advance notice of Service Provider's intent to implement that change and (ii) Pace does not notify Service Provider of Pace's disapproval of that change within 15 days after receiving Service Provider's notice.
- c. Service Provider may make a minor operational change of an emergency nature without Pace's prior written approval, provided (i) that change does not increase Pace's reimbursement and (ii) Service Provider notifies Pace of that change as soon as possible but in no event later than 12 hours after Service Provider implements that change.

2. Pace-Initiated Change. Upon prior written notice to Service Provider, Pace may change the Services to reflect decisions made by Pace regarding the design and operation of the Services.

3. Pace Discretion. Nothing in this section 1.1(B) requires Pace to approve any change to the Services, and Pace may withhold its approval of any change to the Services.

Section 1.2. Force Majeure. A party will not hold the other party liable for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, at its option and after notifying Service Provider, may terminate this Agreement immediately for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

ARTICLE 2 **EQUIPMENT**

Section 2.1. Provision of Equipment by Pace.

- A. **Absolute Right.** If exhibit B contains the word "NONE," and Pace provides no Pace Equipment to Service Provider during the Agreement Term, sections 2.1, 2.2, and 2.3 will be of no force or effect; otherwise, those sections will apply to all Pace Equipment specified in exhibit B. Pace may (1) determine the number and type of Pace Equipment, (2) substitute or replace Pace Equipment, and (3) direct the return of Pace Equipment to Pace or its designee; provided, however, in the absence of Service Provider's fault or other good cause, Pace will not take action that would prevent or have a material adverse effect on Service Provider's ability to provide the Services.
- B. **Inventory and Documentation.** Service Provider shall comply with all procedures for handling Pace Equipment in accordance with the Manual. Service Provider shall cooperate with Pace in developing and maintaining an accurate inventory of all Pace Equipment in Service Provider's possession. Service Provider shall complete and process all documentation required by Pace to evidence and record Service Provider's receipt, possession, return, and transfer of Pace Equipment. Copies of that documentation are incorporated into exhibit B as if fully set forth in that exhibit.
- C. **No Consideration.** Pace will not require Service Provider to pay any separate consideration for Service Provider's use of Pace Equipment during the Agreement Term.

- D. **Acceptance of Pace Equipment.** Service Provider shall accept delivery of Pace Equipment at the place(s) within the Region at the time(s) as Pace directs. If Service Provider unreasonably delays its acceptance of or neglects, refuses, or fails to accept any Pace Equipment at those designated place(s) and time(s), Service Provider shall reimburse all costs and expenses that Pace incurred from that delay, neglect, refusal, or failure immediately upon Pace's written demand. Those costs and expenses will not be an Operating Expenditure for purposes of this Agreement.
- E. **Returns and Substitutions.** Service Provider shall deliver any Pace Equipment, which Pace designates Service Provider to return or transfer, to the place(s) within the Region at the time(s) as Pace directs. Service Provider shall accept delivery of any substitute Pace Equipment at the place(s) within the Region at the time(s) as Pace directs. All terms and conditions of this Agreement will apply to substitute Pace Equipment.
- F. **Surplus.** Any Pace Vehicle not scheduled for use in the Services and not required as spares for ten days or more will be considered a surplus Pace Vehicle. Any other Pace Equipment that Pace determines is not required for the Services or other services pursuant to this Agreement will be considered surplus Pace Equipment. Pace may require Service Provider to return surplus Pace Vehicles and/or surplus Pace Equipment to Pace, transfer them to Pace's designee, or store them at locations as Pace may direct.
- G. **Repossession.** If Service Provider fails to return or deliver any Pace Equipment as Pace directs or use, repair, or maintain any Pace Equipment in accordance with this Agreement, Pace may enter any premises where the Pace Equipment is or may be located and take possession of and remove the Pace Equipment without demand, legal process, or a breach of the peace. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of that repossession. Service Provider shall reimburse Pace for all costs and expenses, including reasonable attorneys' fees, that Pace incurs in connection with any claim, suit, action, or other proceeding arising out of any matter in this paragraph. Those costs and expenses will not be an Operating Expenditure under this Agreement.
- H. **Inspection.** Pace may inspect the Pace Equipment at any time, with or without prior notice to Service Provider. Pace may demand that Service Provider furnish a written statement specifying the condition of the Pace Equipment or any part of the Pace Equipment. Service Provider shall furnish that statement to Pace within ten days after receiving Pace's demand. If Pace determines, in its sole discretion, that Service Provider has not maintained any Pace Equipment in accordance with this Agreement, Pace will provide Service Provider with a written report of the deficiencies. If that report discloses non-safety-related deficiencies, Service Provider shall correct them within 30 days. If that report discloses safety-related deficiencies, Service Provider shall immediately remove the affected Pace Vehicle from service and correct them as soon as practicable prior to returning the affected Pace Vehicle

to service. Pace may appoint a designee to perform one of more the functions assigned to Pace under this section 2.1(H).

I. **Return of Pace Equipment and Records Upon Termination or Expiration of Agreement.** Immediately upon termination or expiration of this Agreement, Service Provider shall surrender the following items to Pace and deliver them to the place(s) within the Region at the time(s) that Pace directs:

- (1) all Pace Equipment, which must be in good operating order, repair, and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) all records pertaining to all Pace Vehicles and other Pace Equipment, including, without limitation, all preventative maintenance reports and repair reports.

If Service Provider fails to comply with this section 2.1(I), Pace may inspect the Service Provider's premises and remove those items that remain in Service Provider's possession. Pace, in its sole discretion, will determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation, and damage. Service Provider will be responsible for making all repairs that Pace deems necessary to place the surrendered and returned Pace Equipment in the condition required by sections 2.1 and 2.2. Service Provider shall complete those repairs within 21 days following Pace's written demand that Service Provider make the repairs. If those repairs are the result of Service Provider's failure to comply with this Agreement, Pace will not reimburse Service Provider for the repair costs. If Service Provider fails to make those repairs, then Pace will make them, and Service Provider shall reimburse Pace for the repair costs within 30 days after receiving a receipt for those costs from Pace.

J. **Title.** Service Provider acknowledges that Pace owns the Pace Equipment. Nothing in this Agreement affects Pace's absolute ownership of and title to the Pace Equipment. Service Provider shall not obtain, acquire, or represent itself as having obtained or acquired any property or other interest in the Pace Equipment, except the right to use the Pace Equipment for the purposes and on the conditions stated in this Agreement. Service Provider shall not allow the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien, or other obligation. If the Pace Equipment, or any part of it, becomes subject to or encumbered by any tax, debt, lien, or other obligation (each, an "Encumbrance") during the Agreement Term or before the delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to protest in good faith that Encumbrance, promptly pay or discharge that Encumbrance so that the Pace Equipment is no longer subject to or encumbered by it.

- K. **Warranty.** Neither Pace nor Service Provider is the manufacturer of the Pace Equipment or is the manufacturers' agent; therefore, neither Pace nor Service Provider makes any express or implied warranty of any nature regarding the Pace Equipment, including but not limited to its merchantability or fitness for any particular purpose, design or condition, workmanship, freedom from latent defects, compliance with the requirements of any law, rule, specification, or contract, or non-infringement of any patent, trademark or license. Provided Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve all manufacturers' warranties regarding the Pace Equipment. This Agreement will not operate to release or waive any rights of Pace or Service Provider against any person or entity not a party to this Agreement, including the manufacturer of the Pace Equipment.

Section 2.2. Maintenance of Pace Equipment by Service Provider.

- A. **Maintenance Requirements.** Service Provider shall maintain all Pace Equipment (1) in good mechanical condition in conformity with all applicable safety practices, laws, and regulations and (2) in accordance with this Agreement, all maintenance policies, practices, procedures, conditions, and requirements in the Manual, and all manufacturers' maintenance schedules and warranty requirements.

Service Provider shall keep the exterior and interior of all Pace Vehicles in a neat, clean, and first-class condition. Service Provider shall maintain all Pace Vehicles to meet the requirements of the Illinois Department of Transportation and the Manual and shall ensure that a valid Illinois Department of Transportation safety inspection sticker is affixed to them at all times. Service Provider will be responsible for the payment of all Pace Vehicle maintenance and repair costs.

- B. **Maintenance Records.** Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and, in that regard, shall comply with this Agreement and all applicable Pace policies, practices, procedures, conditions, and requirements in the Manual.

For each Pace Vehicle, Service Provider shall maintain a separate maintenance file containing all maintenance records for the Pace Vehicle. Service Provider shall also complete, maintain, and transmit to Pace all maintenance forms required by Pace's preventative maintenance program and any other records requested by Pace in connection with the Pace Vehicle, including without limitation maintenance and fuel consumption records.

Section 2.3. Operation of Pace Equipment by Service Provider.

- A. **General Operating Standard.** Service Provider shall use all Pace Equipment (1) in accordance with this Agreement, the operating procedures in the Manual, and all applicable federal, state, and local laws and regulations and (2) solely for the purpose of providing the Services or as otherwise approved in advance in writing by Pace.
- B. **Identification Markings and Decals.** Service Provider shall not remove, change, or obstruct any Pace Equipment identification markings or decals affixed by Pace. Unless otherwise approved in advance in writing by Pace, Service Provider shall not affix or display any identification marking or decal (other than those supplied by Pace) on any Pace Equipment.
- C. **Storage.** Service Provider shall store all Pace Equipment at locations that will protect it from vandalism and theft. Indoor storage must have fire protection that complies with all applicable federal, state, and local laws and regulations and must have the approval of the Fire Underwriters Laboratory.
- D. **Fareboxes.** Except as approved in writing in advance by Pace, Service Provider shall utilize only fareboxes and related equipment that Pace provides. Service Provider shall install those fareboxes and maintain them in good condition.

Section 2.4. Duty to Maintain Service Provider Vehicles. Service Provider shall maintain all Service Provider Equipment (1) in good mechanical condition in conformity with all applicable safety practices, laws, and regulations and (2) in accordance with this Agreement, all maintenance policies, practices, procedures, conditions, and requirements in the Manual, and all manufacturers' maintenance schedules and warranty requirements.

Service Provider shall keep the exterior and interior of all Service Provider Vehicles in a neat, clean, and first-class condition. Service Provider shall maintain all Service Provider Vehicles to meet the requirements of the Illinois Department of Transportation and the Manual and shall ensure that a valid Illinois Department of Transportation safety inspection sticker is affixed to them at all times. Service Provider will be responsible for the payment of all Service Provider Vehicle maintenance and repair costs.

ARTICLE 3 EMPLOYEES

Section 3.1. Staff. Service Provider shall furnish competent and qualified staff, who may be Service Provider's employees, to provide the Services in accordance with this Agreement. No Service Provider staff member will be an employee or agent of Pace or the Regional Transportation Authority.

Vehicle drivers providing the Services must pass Pace's driver training program prior to providing the Services, be courteous to their passengers, and maintain a neat, clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing of Service Provider's staff. Failure by Service Provider or any Third-Party Provider to comply with those drug and alcohol testing requirements will constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of that noncompliance.

No Service Provider staff member may operate a Vehicle in the Services or perform any safety-sensitive tasks without first receiving Pace's approval.

Section 3.2. Employment Contracts and Labor Agreements. Service Provider shall notify Pace of any labor negotiations Service Provider is conducting with its employees and shall inform Pace of the status and progress of those negotiations.

ARTICLE 4 **COMPLIANCE WITH LAWS**

Section 4.1. Compliance with Federal, State, and Local Laws. Service Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to this Agreement (the "Laws"), including section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), and those Laws related to:

- A. the payment of minimum wages to employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public;
- B. employee protection, if required, under section 5333(b) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. § 5333(b), and section 2.16 of the Regional Transportation Authority Act, 70 ILCS 3615/2.16, for persons employed by Service Provider to provide the Services; and
- C. anti-discrimination and equal employment opportunity Laws, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981 and 1983, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*

1. Service Provider shall not discriminate against any employees or applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Service Provider shall take affirmative action to ensure that it employs applicants, and treats employees during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. That action includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider shall insert the provisions of this section 4.1(C)(1) in all subcontracts relating to the provision of the Services.
2. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering Service Provider's employment practices, if the Department requires that program. Service Provider shall promptly furnish Pace with a copy of all documents Service Provider filed with the Department.
3. In the event of Service Provider's noncompliance with the provisions of the equal employment opportunity clause set forth in section 4.1(C)(3)(a)-(g) or with the Illinois Human Rights Act, Service Provider may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Service Provider agrees as follows:
 - a. That it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that it shall examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - b. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it shall determine the availability (in accordance with Ill. Admin. Code tit. 44, part 750) of minorities and women in the areas from which it may reasonably recruit, and it shall hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it shall state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service;
- d. That it shall send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Service Provider's obligation under the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750. If any labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750, Service Provider shall promptly notify the Department and Pace and shall recruit employees from other sources when necessary to fulfill its obligations under this Agreement;
- e. That it shall submit reports as required by Ill. Admin. Code tit. 44, part 750, furnish all relevant information as may from time to time be requested by the Department or Pace, and in all respects comply with the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750;
- f. That it shall permit access to all relevant books, records, accounts, and work sites by personnel of Pace and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations;
- g. That it shall include verbatim or by reference the provisions of the equal employment opportunity clause set forth in section 4.1(C)(3)(a)-(g) in every subcontract awarded under which any portion of the obligations under this Agreement is undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance with applicable provisions of this clause by subcontractors; and further Service Provider shall promptly notify Pace and the Department in the event any subcontractor fails or refuses to comply with those provisions. In addition, Service Provider shall not utilize any subcontractor declared by the Illinois Human Rights Commission to

be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

4. **Disadvantaged Business Enterprises.** Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Service Provider's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Pace deems appropriate.

Section 4.2. Failure to Comply. In the event Service Provider's noncompliance with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in section 4.1, results in Service Provider being declared ineligible for future contracts or subcontracts with any department, agency, establishment, or instrumentality of the federal government or with State of Illinois or any of its political subdivisions or municipal corporations, Pace may cancel or void this Agreement, in whole or in part, impose other sanctions or penalties, and/or invoke other remedies as provided by the Laws.

ARTICLE 5

REPORTS AND RECORDS

Section 5.1. Reports, Forms, and Statements Required. Service Provider shall furnish Pace with all reports in accordance with the Manual. In addition, upon Pace's written request, Service Provider shall furnish Pace with:

- A. a monthly listing of any reports and documents related to the Services that Service Provider files with any government or government agency;
- B. all written forms and documentation that are required for the administration of Pace's programs concerning students, the elderly, and the handicapped (Service Provider shall furnish one or more of those forms and documentation to the United States and Illinois Departments of Transportation upon Pace's written request);
- C. all correspondence, papers, notices, accident reports, and documents that Service Provider receives in connection with any claim or demand involving or related to the Services or the Equipment;
- D. all records that are required pursuant to section 2.1(l); and
- E. other reports, forms, and statements as this Agreement, the Laws, or order of any duly constituted authority may require.

Section 5.2. Records. Service Provider shall create and maintain accurate and complete records of the Services that Service Provider performs and the time that Service Provider spends, the materials, equipment, and supplies that Service Provider purchases, and the costs that Service Provider incurs in performing the Services, including all records required by this Agreement, the Manual, or the Laws. Subject to section 2.1(l), unless Pace consents in advance in writing to the disposal or destruction of those records, Service Provider shall make those records available for review, inspection, and audit in accordance with section 5.3 during the Agreement Term and for three years thereafter or such longer period as required by law or applicable grant or as necessary for any pending litigation or other claim relating to this Agreement or the Services (the "record retention period"); provided, however, prior to Service Provider's disposal or destruction of those records following the record retention period, Service Provider shall notify Pace of the date on which Service Provider intends to dispose of or destroy those records, which date must be at least 90 days after the effective date of that notice. Pace will have 90 days after receipt of Service Provider's notice to notify Service Provider to not dispose of or destroy those records and to deliver them to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

Section 5.3. Inspections and Audits. With or without prior notice to Service Provider, Pace may review, inspect, and/or audit the Services and all information and records related to the Services during and following Service Provider's performance of the Services. Pace shall perform its review, inspection, and/or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace and provide reasonable facilities to assist Pace with its review, inspection, and/or audit. Pace may perform its review, inspection, and/or audit through one or more of its officers, employees, or other designated agents. Service Provider shall promptly remit to Pace any overpayments that Pace identified as a result of its audit.

ARTICLE 6

THIRD-PARTY PROVIDERS

Section 6.1. Requirements. Service Provider shall follow the procedures in the Manual for obtaining and utilizing Third-Party Providers. Service Provider's contracts and agreements with Third-Party Providers must (A) be in writing, (B) be made in accordance with applicable laws, (C) require Third-Party Providers to comply with this Agreement, (D) incorporate this Agreement as an exhibit, (E) not release Service Provider from any obligations under this Agreement, and (F) not operate as a waiver of any of Pace's rights under this Agreement. Service Provider shall competitively solicit that part of the Services provided by Third-Party Providers as required by Pace. Provider shall furnish Pace with a copy of all Third-Party Provider contracts and agreements upon their execution or upon the execution of this Agreement, whichever is later. If a Third-Party Provider will use any Pace Equipment, the Third-Party Provider must execute a written sublease in a form approved by Pace prior to the use of that Pace Equipment.

ARTICLE 7

INDEMNIFICATION

Section 7.1. General.

- A. Pace shall indemnify and defend Service Provider, Third-Party Providers, and their respective board members, directors, officers, employees, agents, and volunteers (collectively, the "Service Provider Indemnitees") from and against all auto liability injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including attorneys' fees, which may accrue against one or more Service Provider Indemnitees and which arise out of the use of Pace Vehicles in the Services, provided Service Indemnitees comply with the notice and cooperation requirements specified in section 8.2. Pace's obligation to indemnify and defend under this section 7.1(A) does not extend to willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnitees.
- B. Service Provider shall indemnify and defend, and shall require Third-Party Providers to indemnify and defend, Pace, the Regional Transportation Authority, and their respective board members, directors, officers, employees, agents, and volunteers (collectively, the "Pace Indemnitees") from and against (1) the use of non-Pace Vehicles in the Services, (2) willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnitees, (3) claims of one or more of Service Provider's board members, directors, officers, employees, agents, or volunteers against one or more Pace Indemnitees, and (4) claims of one or more of Third-Party Providers' board members, directors, officers, employees, agents, or volunteers against one or more Pace Indemnitees.

Section 7.2. Service Provider's Damages. Except as provided in article 7 or article 8: (A) Pace will not be responsible to Service Provider and its representatives for any loss of business or other damage caused by an interruption of the Services; the time lost in repairing or replacing any Pace Equipment; any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment; or any other losses or damages that Service Provider sustains under this Agreement; and (B) Pace assumes no liability or responsibility for any acts or omissions of Service Provider and/or its representatives or for any property that belongs to Service Provider or any other person or entity and that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

ARTICLE 8

INSURANCE PROGRAM AND INSURANCE REQUIREMENTS

Section 8.1. Requirements.

- A. Service Provider shall comply and require Third-Party Providers to comply with the Manual for all Vehicles used in the Services whether those Vehicles are Pace Vehicles, Service Provider Vehicles, or Third-Party Provider-owned Vehicles.

- B. Service Provider shall comply and require Third-Party Providers to comply with all accident and incident notification and reporting requirements in the Manual, including those requirements dealing with personnel standards and rules and drug and alcohol testing.
- C. Upon notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness, or other fault on the part of one or more of Service Provider Indemnites, Service Provider shall promptly take, and require Third-Party Providers to promptly take, all lawful and reasonable steps to prevent claims or losses as a result of that incompetence, inattention, carelessness, or fault. This section 8.1 will not, however, be construed to require Service Provider or Third-Party Providers to take any action in violation of their respective obligations under any labor agreement or other employment contract.

Section 8.2. Insurance Program for Pace Vehicles. All Pace Vehicles used in the Services are included in Pace's risk management program (the "Insurance Program"). The Insurance Program furnishes commercial auto liability coverage to Service Provider Indemnites for any claims of bodily injury, death, or property damage arising directly out of the use of Pace Vehicles in the Services, within the scope of Pace's self-insured retention and excess insurance, and subject to the following terms, conditions, and exclusions:

- A. Pace excludes coverage for claims, actions, and damages arising as the result of willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnites;
- B. Pace excludes coverage for claims of injury or death brought directly or indirectly against Pace, Service Provider, or Third-Party Providers by one or more representatives of Service Provider or Third-Party Providers and arising out of or in connection with the Services;
- C. Pace's self-insured retention and excess insurance are primary over any self-insurance and/or insurance that Service Provider maintains and any self-insurance and/or insurance that Third-Party Providers maintain for claims within the scope of the Insurance Program; any self-insurance and/or insurance that Service Provider maintains and any self-insurance and/or insurance that Third-Party Providers maintain are in excess of Pace's self-insured retention and policies of excess insurance, without right of contribution for claims within the scope of the Insurance Program;
- D. Service Provider shall immediately notify and require its Third-Party Providers to immediately notify Pace of all accidents, incidents, claims, and lawsuits involving any Pace Vehicle used in the Services, including when a previously reported incident or accident results in a claim or lawsuit or a previously reported claim results in a lawsuit;

- E. with respect to any lawsuit within the scope of the Insurance Program's coverage, Pace shall defend Service Provider Indemnitees involved in that lawsuit and will select defense counsel and control the defense of that lawsuit. Pace will not defend Service Provider Indemnitees against any claims that are excluded from coverage as specified in this section 8.2. If a lawsuit includes claims that are both covered and excluded from coverage as specified in this section 8.2, Pace's duty to defend only extends to those portions of that lawsuit that are within the scope of coverage as specified in this section 8.2 and not to any excluded claims. Pace's duty to defend under this section 8.2(E) will cease when the limits of auto liability coverage of Pace's excess insurance policies are exhausted;
- F. Service Provider Indemnitees must cooperate with and assist Pace and any claims service agencies, investigators, and attorneys employed by or on behalf of Pace in the administration, investigation, and defense of all claims for bodily injury, property damage, or physical damage asserted against Pace and/or one or more Service Provider Indemnitees and arising out of the use of Pace Vehicles in the Services;
- G. the failure of Service Provider Indemnitees to comply with the requirements of this section 8.2 will relieve Pace of all obligations that Pace may have to Service Provider Indemnitees under the Insurance Program as stated in this Agreement; and
- H. Service Provider Indemnitees will be an additional insured on Pace's excess insurance.

Section 8.3. Insurance Requirements for non-Pace Vehicles. Claims arising from non-Pace Vehicles used in the Services are not within the scope of the Insurance Program and are Service Provider's sole responsibility. If non-Pace Vehicles are used in the Services, Service Provider shall provide Pace with evidence of all required insurance in exhibit F and shall maintain that insurance for the Agreement Term plus one additional year.

ARTICLE 9

PAYMENT, BUDGET, AND ACCOUNTING

Section 9.1. Maximum Service Reimbursement Amount. Pace shall pay to Service Provider a service reimbursement in an amount as limited by the Approved Budget, the paratransit reimbursement guidelines specified in exhibit C, and the other provisions of this article 9. Pace may change the paratransit reimbursement guidelines and/or level of fares, and those changed guidelines and/or fares will determine Pace's maximum reimbursement obligation. Pace will notify Service Provider if Pace's board of directors revises the paratransit reimbursement guidelines during the Agreement Term, and those revised guidelines will be effective 60 days after Service Provider's receipt of that notice.

Section 9.2. Payment of Reimbursement. Pace shall pay the service reimbursement in monthly installments based on Pace's receipt of Service Provider's Monthly Reports that are in accordance with the Manual. The monthly installment due for January and the monthly installment due for February will be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. The monthly installment due for any remaining month will be based on the Monthly Reports for the month that is two months prior to the month for which the monthly installment is due. Service Provider must submit the Monthly Reports to Pace by the close of business on the day specified in the Manual for Pace to process the Monthly Reports and pay the monthly installment during the month for which the monthly installment is due. Monthly Reports that are late or are not in accordance with the Manual will delay payment of monthly installments. After Service Provider has submitted all Monthly Reports for the Agreement Term to Pace, the parties will make a final calculation of the Service Reimbursement Amount. If, after the final calculation, a credit is due to a party, the party owing the credit shall pay the amount of the credit to the other party within 30 days after receiving the other party's written demand for that amount.

Section 9.3. One-Time Lump-Sum Subsidy Payment. Notwithstanding anything to the contrary in this Agreement, in 2022 only, Pace will remit a one-time lump-sum subsidy payment to Service Provider in the amount of \$19,425.00, which amount represents 15% of Service Provider's 2021 estimated local share.

Section 9.4. Limitations on Payments. If Service Provider fails to comply with any material term of this Agreement or to take action to correct that failure in accordance with Pace's direction, Pace, in addition to any other remedy provided in this Agreement, may withhold payments to Service Provider pending Service Provider's compliance or corrective action. Notwithstanding any other provision of this article 9:

- A. Pace will not pay Service Provider:
 - 1. unless Service Provider has submitted the Monthly Reports to Pace in accordance with the Manual;
 - 2. if Pace finds or has reason to believe that Service Provider has not prepared the Monthly Reports in accordance with sound financial and management practices (Pace will withhold payment until Service Provider resolves that issue to Pace's satisfaction); or
 - 3. if any Operating Expenditure violates this Agreement or the Manual.
- B. Pace's payments to Service Provider will not exceed the Approved Maximum Service Reimbursement Amount.

Section 9.5. Funding Availability. Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions of section 9.1, Pace's obligation to pay the Service Reimbursement Amount is limited to the availability of funds from Pace's revenues and budget. If Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount will immediately terminate, and Pace will notify Service Provider in accordance with section 10.2(A) and will have no further obligations to make any payments to Service Provider under this Agreement.

Section 9.6. Transportation Revenue. All Transportation Revenue is the property of the Service Provider. Service Provider shall comply with Pace policies, practices, and procedures relating to the collection, security, and accounting of all Transportation Revenue as specified in the Manual. Should the Service Provider allow any passengers to travel for less than the minimum fares for paratransit established by Pace's board of directors, Service Provider shall fund the difference between the minimum Pace fares for paratransit and the fares charged, and those funds will be considered Transportation Revenue.

Section 9.7. Accounting and Reporting Standards. Service Provider shall maintain its books and records and prepare, maintain, and file reports relating to this Agreement and the Services in accordance with generally accepted governmental accounting principles, section 15 of the United States Urban Mass Transit Act, the Manual, the Approved Budget, and any documentation submitted by Service Provider and approved by Pace in support of the Approved Budget. In case of any conflict in the those accounting and reporting standards, Service Provider shall seek Pace's direction and, pending receipt of that direction, shall comply with the standard that most fairly, accurately, and completely records and reports the results of operation of the Services.

Section 9.8. Budget Amendments. Pace may, but is not obligated to, revise the Approved Budget or increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

Section 9.9. Capital Expenditures. Pace is not obligated to provide any grant funds to Service Provider for capital expenditures. If Service Provider pays for any capital asset with the proceeds of any Pace payment, the capital asset will be the property of Pace and will be added to exhibit B. Service Provider shall deliver the capital asset to Pace at the end of the Agreement Term.

ARTICLE 10

TERMINATION

Section 10.1. Termination.

- A. **Termination for Insufficient Funds.** Pace may terminate this Agreement, in whole or in part, upon seven days' advance notice to Service Provider if Pace, in its sole discretion, determines that (1) the Illinois General Assembly, the Regional Transportation Authority, or any funding source has failed to appropriate or otherwise make available sufficient funds in any fiscal year to cover payments to Service Provider pursuant to article 9 or (2) any Vehicle necessary to perform the Services is unavailable for any reason. Pace's notice will specify the extent and effective date of the termination. If Pace terminates part of this Agreement, Service Provider shall continue with the unterminated part.
- B. **Termination for Convenience.** Pace may terminate this Agreement, in whole or in part, at any time, when in Pace's best interest, by notifying Service Provider of the termination. Pace's notice will specify the extent and effective date of the termination. If Pace terminates part of this Agreement, Service Provider shall continue with the unterminated part.
- C. **Termination for Negatively Impacting the Services.** Pace may terminate this Agreement if Service Provider, for any reason other than as specified in section 1.2, cancels, eliminates, reduces, or diminishes the Services without obtaining Pace's prior written approval. Pace shall notify Service Provider of the termination, which will be effective 24 hours after the date of that notice.
- D. **Termination for Breach.** If Pace, in its sole discretion, determines that Service Provider has breached this Agreement by failing to timely perform any of its material obligations under this Agreement or to comply with any of its material obligations under this Agreement, Pace may terminate this Agreement for breach by notifying Service Provider of the termination. Pace will allow Service Provider 21 days from the date of Service Provider's receipt of that notice to cure the breach ("Cure Period"). Pace's notice will state the nature of the breach, the Cure Period, and any other conditions Pace deems appropriate. Pace may terminate this Agreement without any further obligation to Service Provider or extend the Cure Period if Service Provider fails to remedy the breach to Pace's satisfaction within the Cure Period. Termination will not preclude Pace from also pursuing all available remedies against Service Provider for breach. If, after termination for breach, Pace determines that Service Provider was not in breach, Pace will treat the termination as a termination for the convenience of Pace.

If Pace elects to waive its remedies for Service Provider's breach of any provision of this Agreement, that waiver will not limit Pace's remedies for any succeeding breach of that provision or any other provision of this Agreement.

- E. **Obligations Following Termination.** Pace's obligations upon termination of this Agreement will be limited to paying Service Provider for the Services rendered in accordance with this Agreement from the Effective Date up to the date of termination. Immediately upon termination of this Agreement, Service Provider shall comply with the provisions of section 2.1(l). In addition, Service Provider will be liable to Pace for all damages that Pace incurs as a result of any Service Provider breach of this Agreement that leads to termination of this Agreement.

ARTICLE 11
DUTIES, COVENANTS, AND REPRESENTATIONS

Section 11.1. General. Service Provider hereby covenants and represents that:

- A. **Corporate Existence and Power.** Service Provider is duly organized, validly existing, and in good standing under Illinois law and has the legal power and authority to enter into this Agreement and provide, engage in, and carry out the Services. Service Provider shall maintain its corporate identity during the Agreement Term.
- B. **Authorization.** Service Provider's execution of and compliance with this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture, or other instrument applicable to Service Provider.
- C. **Approvals Obtained.** Service Provider has obtained all approvals, consents, permits, licenses, authorizations, and modifications as may be required to permit Service Provider to perform its obligations under this Agreement.
- D. **No Material Litigation.** To Service Provider's knowledge, there are no pending or threatened investigations or legal proceedings involving Service Provider with respect to this Agreement or which are reasonably likely to have a material adverse effect on Service Provider's business, operations, property, or financial condition.
- E. **No Default.** Service Provider is not in default under or with respect to any obligation that could be materially adverse to Service Provider's business, operations, property, or financial condition or that is reasonably likely to materially adversely affect Service Provider's ability to perform under this Agreement.
- F. **No Burdensome Restrictions.** Neither any obligation of Service Provider nor any requirement of law materially adversely affects or, insofar as Service Provider may reasonably foresee, may affect Service Provider's business, operations, property, or financial condition or Service Provider's ability to perform under this Agreement.
- G. **No Sale, Lease, or Encumbrance.** Service Provider shall not sell, lease, encumber, loan, or dispose of any Pace Equipment during the Agreement Term.

- H. **Payment Obligations.** (1) Subject to section 11.1(H)(2), Service Provider shall perform and discharge its payment obligations with respect to the Services. (2) Service Provider is not required to perform and discharge those payment obligations during the period when Service Provider is contesting them in good faith by appropriate proceedings, provided Service Provider has set aside an adequate reserve on its books with respect to them. Immediately upon a final adjudication of those proceedings that is adverse to Service Provider after expiration of all appeal periods, Service Provider shall perform and discharge those payment obligations.
- I. **No Bar from Public Contracts.** Service Provider is not barred from contracting with Pace as a result of a violation of either section 33E-3 or 33E-4 of the Illinois Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).
- J. **Opinion of Counsel.** Service Provider shall provide Pace with the opinion of an attorney licensed to practice law in Illinois at or before the time Service Provider signs this Agreement. That opinion must be in the form specified in exhibit E.

ARTICLE 12

GENERAL PROVISIONS

Section 12.1. Entire Agreement. This Agreement, including the introductory recitals and any attached exhibits and the Manual, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

Section 12.2. Conflict. In the event of a conflict or ambiguity between the terms of this Agreement and the terms of any exhibit, including the Manual, the terms of this Agreement will control.

Section 12.3. Amendments. No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and the duly authorized signatory of each party signs them.

Section 12.4. Notice. Any notice under this Agreement must be in writing. A party shall give the notice in the following manner:

- A. by personal delivery (deemed effective as of the date and time of delivery);
- B. by commercial overnight delivery (deemed effective on the next Business Day following deposit of the notice with a commercial overnight delivery company); or
- C. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third Business Day following deposit of the notice in the U.S. mail).

The notice must be addressed as follows or addressed to such other address as either party may from time to time specify in writing to the other party:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

If to Service Provider:

Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130-1801
Attention: Rory E. Hoskins, Mayor
Fax Num: 708-488-0361

Section 12.5. Calendar Days and Time. Any reference to “day” or “days” in this Agreement means calendar days unless otherwise indicated. If the date for giving any notice or performing any obligation under this Agreement falls on a Saturday, Sunday, or federal or State of Illinois holiday, a party may give that notice or perform that obligation on the next Business Day after that Saturday, Sunday, or federal or State of Illinois holiday. Any reference in this Agreement to time of day is to local time for Arlington Heights, Illinois.

Section 12.6. Singular, Plural, and Gender. When used in this Agreement, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and gender-related nouns and pronouns include the feminine, masculine, and neutral.

Section 12.7. Governing Law, Jurisdiction, and Venue. Illinois law governs this Agreement without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

Section 12.8. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations includes all amendments to those laws, statutes, ordinances, rules, or regulations.

Section 12.9. Assignment. No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party. Any successor or approved assign under this Agreement will accede to all the terms of this Agreement as a condition precedent to that succession or assignment.

Section 12.10. Headings. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

Section 12.11. Prohibited Interests. No members of the Illinois General Assembly, no members of the United States Congress, and no directors or employees of Pace or Service Provider may, during their tenure and for one year thereafter, have any direct or indirect interest in this Agreement or be admitted to any share or part of this Agreement, any benefit arising from this Agreement, or any proceeds of this Agreement.

Section 12.12. Independent Relationship. In connection with this Agreement, Service Provider is an independent contractor and not an employee, agent, joint venturer, or partner of Pace. Nothing in this Agreement creates an agency, partnership, joint venture, or any other relationship between Service Provider and Pace or between Pace and any employee or agent of Service Provider or Service Provider's subcontractors (including Third-Party Providers), and Service Provider shall not act on behalf of or bind Pace in any manner. Service Provider's employees must be employees of Service Provider, and Service Provider will be solely responsible for all aspects of their employment. All personnel necessary for Service Provider's performance of this Agreement must be employees of Service Provider or of Service Provider's subcontractors.

Section 12.13. Litigation Against Service Provider. If, during the Agreement Term, one or more persons or entities file or initiate legal proceedings against Service Provider, any Third-Party Provider, and/or any other subcontractor of Service Provider and those proceedings may affect or inhibit Service Provider's ability to perform its obligations under or otherwise to comply with this Agreement, Service Provider shall deliver a copy of the complaint or charge related to those proceedings to Pace within two days of Service Provider's receipt of that complaint or charge and shall inform Pace of all aspects of those proceedings.

Section 12.14. Waiver. Pace will not be deemed to have waived any right under this Agreement unless the waiver is in writing and an authorized officer or director of Pace signs that waiver. Pace's delay or omission in exercising any right under this Agreement will not operate as a waiver of that right or any other right. Pace's rights and remedies under this Agreement are cumulative and not exclusive, and Pace may exercise those rights and remedies singly or concurrently. Pace's waiver or exercise of any remedy will not be a waiver of any other remedy available under this Agreement or general principles of law or equity.

Section 12.15. Time Is of the Essence. Time is of the essence with respect to all of Service Provider's obligations under this Agreement.

Section 12.16. Survival. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will survive termination or expiration of this Agreement.

Section 12.17. Counterparts. The parties may execute this Agreement in counterparts, each of which when so executed and delivered will constitute an original and all of which when taken together will constitute one and the same agreement.

Section 12.18. Other Agreements Not Prohibited. This Agreement does not prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary, or duplicative service in Service Provider's service area.

Section 12.19. No Future Obligations. Neither this Agreement nor the parties' performance under this Agreement creates any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

Section 12.20. No Precedent. This Agreement does not establish any precedent in any subsequent agreement involving the parties or other persons or entities. Neither party may offer, use, or admit this Agreement as evidence in any proceeding or litigation for that purpose.

Section 12.21. Binding Effect. This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

Section 12.22. Authorization. The signatories to this Agreement represent and warrant that they have authority to sign this Agreement on behalf of the party for whom they sign.

Section 12.23. Signature. A party's original signature to this Agreement or copy of that signature, either of which is transmitted by facsimile or scanned and transmitted electronically, will constitute an original signature for purposes of this Agreement.

ARTICLE 13

REMEDIES

Section 13.1. Remedies. In the event a party breaches this Agreement, in addition to the rights provided in this Agreement, the non-breaching party may bring a legal proceeding against the breaching party to enforce or compel the breaching party's performance of this Agreement. Any cost or expense associated with that proceeding will not be an Operating Expenditure under this Agreement.

Section 13.2. Notice and Cure. The non-breaching party may not bring a legal proceeding against the breaching party pursuant to section 13.1 without first notifying the breaching party of the breach and allowing the breaching party 21 days to cure the breach. If the breaching party attempts to cure the breach but cannot do so within the 21-day period notwithstanding the breaching party's diligence to do so, the non-breaching party shall extend the 21-day period to allow the breaching party to cure the breach with continued diligence.

ARTICLE 14

DEFINITIONS

Agreement Term. The term of this Agreement, which commences on January 1, 2022 and ends upon Service Provider's completion of the Services on December 31, 2022 unless earlier terminated in accordance with this Agreement.

Approved Budget. The estimate of revenue and expenses, together with any Pace subsidy and local share. The proposed budget is specified in exhibit A.

Approved Maximum Service Reimbursement Amount. The Pace subsidy specified in the Approved Budget.

Business Days. Monday through Friday, excluding federal and State of Illinois holidays.

Effective Date. The date that Pace signs this Agreement.

Equipment. Pace Equipment and Service Provider Equipment used in the Services.

Line Item. A specific, separately identified category listed in the Approved Budget.

Line Item Budget. The amount of the Approved Budget allocated to a specific Line Item.

Line Item Budget Maximum. The amount specified in the Approved Budget for each Line Item.

Monthly Reports. The monthly report of revenue and expenses and other reports and information specified in the Manual.

Operating Deficit. The amount obtained by subtracting Transportation Revenue from Operating Expenditure.

Operating Expenditure. Service Provider's operating expenses in providing the Services, except any:

- A. amount that Service Provider shall pay to Pace pursuant to this Agreement;
- B. incidental expense as determined by Pace;
- C. excessive or unreasonable expense as determined by Pace;
- D. expense for fees, licenses, local government taxes, or other charges unless the Approved Budget specifies that expense or Service Provider obtains Pace's prior written approval of that expense;
- E. expense that does not conform with the Approved Budget, Pace's direction, Pace's prior written approval, or a federal or state law requirement that Pace determines is applicable to this Agreement;

- F. expense for insurance coverage that is duplicative of coverage under the Insurance Program;
- G. expense resulting from the amortization or payment of any debt that Service Provider incurred prior to the Agreement Term or without Pace's prior written approval;
- H. interest expense unless Service Provider obtained Pace's Prior written approval;
- I. sinking fund expense;
- J. expense resulting from the amortization of any intangible cost to the extent that expense does not meet Pace's evaluative criteria for allowable amortization;
- K. depreciation expense;
- L. non-cash expense unless Service Provider obtained Pace's prior written; and
- M. expense that Pace will not reimburse as specified in exhibit D.

Pace Equipment. All Pace-owned assets used in the Services.

Pace Vehicles. All Pace-owned Vehicles used in the Services.

Region. The six-county northeastern Illinois area in which Pace operates.

Service Provider Equipment. All Service Provider-owned assets used in the Services.

Service Provider Vehicles. All Service Provider-owned Vehicles used in the Services.

Service Reimbursement Amount. The total amount that Pace is to pay Service Provider pursuant to section 9.1 of this Agreement.

Third-Party Providers. Any persons or entities who, pursuant to contract or agreement with Service Provider, provide part of the Services.

Transportation Revenue. All revenue and income amounts generated by, derived from, attributable to, or related to the Services during the Agreement Term, including any amounts specified in the Approved Budget as local share.

Vehicle. Any means of transportation or conveyance used in the Services.

Each party is signing this Agreement on the date under that party's signature.

PACE

By: _____

Rocco L. Donahue
Executive Director

Date: _____

SERVICE PROVIDER

By: _____

Rory E. Hoskins
Mayor

Date: _____

Exhibit A

2022 PARATRANSIT SERVICE PROVIDER AGREEMENT

PROPOSED 2022 BUDGET

PROJECT: **VILLAGE OF FOREST PARK**

REVENUE \$ 22,108

EXPENSES

OPERATIONS \$ 96,991

MAINTENANCE \$ 11,445

ADMINISTRATION \$ 15,445

TOTAL EXPENSE \$ 123,881

OPERATING DEFICIT \$ 101,773

PACE SUBSIDY \$ 63,690

LOCAL SHARE \$ 38,083

ONE-TIME LUMP SUM 2021 SUBSIDY PAYMENT \$ 19,425

RIDERSHIP 21,230

VEHICLE HOURS 3,394

Exhibit B

2022 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF FOREST PARK

(List of any Pace vehicles provided to the Service Provider)

14246

14250

Exhibit C

2022 PARATRANSIT SERVICE PROVIDER AGREEMENT

PARATRANSIT REIMBURSEMENT GUIDELINES

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. 3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to 1/12th of the annual budgeted subsidy times the number of months elapsed in the year.

Exhibit D

2022 PARATRANSIT SERVICE PROVIDER AGREEMENT

TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF FOREST PARK

TYPE OF SERVICE	Dial-A-Ride Bus Service								
SERVICE OPERATED BY	Village of Forest Park								
TRIP RESERVATION METHOD	24 hours in advance								
SERVICE AREA	Village of Forest Park. Service is available up to two miles beyond Village borders to medical, social service, and shopping facilities.								
SERVICE HOURS	Monday through Friday 8:00 a.m. to 3:30 p.m.								
HOLIDAYS	Service will <u>not</u> operate on the following holidays: <ul style="list-style-type: none">➤ New Year's Day➤ Martin Luther King, Jr. Day➤ Memorial Day➤ Independence Day (observed Holiday)➤ Labor Day➤ Columbus Day➤ Thanksgiving Day➤ Day after Thanksgiving➤ Christmas Day								
ONE-WAY FARE	<table><tr><td>Persons (60+)</td><td>\$ 1.00</td></tr><tr><td>Disabled</td><td>\$ 1.00</td></tr><tr><td>Students under 7</td><td>No Charge</td></tr><tr><td>Students 7-12</td><td>\$1.00</td></tr></table>	Persons (60+)	\$ 1.00	Disabled	\$ 1.00	Students under 7	No Charge	Students 7-12	\$1.00
Persons (60+)	\$ 1.00								
Disabled	\$ 1.00								
Students under 7	No Charge								
Students 7-12	\$1.00								
RIDER ELIGIBILITY	Persons age 60+ and persons with disabilities for all service hours. Service for students is for limited hours and destinations only.								

Exhibit E

SERVICE PROVIDER COUNSEL'S OPINION LETTER FORM

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Paratransit

Please be advised that I am legal counsel for ("Service Provider"). This Opinion Letter is provided to Pace pursuant to Article XII of the Paratransit Service Provider Agreement between Pace and Service Provider ("Agreement"):

1. Service Provider is duly organized, validly existing, and in good standing under the laws of the State of Illinois and has the legal power and authority to enter into the Agreement and to provide, engage in, and carry on the public transportation services as described in the Agreement.
2. Service Provider has been duly authorized to execute the Agreement by its (Board\Council) pursuant to Ordinance or Resolution No. _____, and the execution and delivery of said Agreement by the Parties to the Agreement constitutes the valid and binding obligation of (Name of Service Provider), enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of the Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture, or other instrument applicable to Service Provider known to this Counsel.
3. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service Provider of its obligations under the Agreement have been obtained from the appropriate government authorities or other persons or entities known to this Counsel.
4. No litigation, investigation, or proceeding of or before any court, government authority, or arbitrator is pending or, to the knowledge of this Counsel, threatened by or against Service Provider, or against any of its properties or revenues (a) with respect to the Agreement or (b) which is reasonably likely to have a material adverse effect on the operations, property, or financial condition of Service Provider.
5. Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property, or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under the Agreement.

6. No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to (him or her) may so affect, the business, operation, property, or financial condition of Service Provider or the ability of Service Provider to perform its obligations under the Agreement.

Service Provider Counsel's Signature

Service Provider Counsel's Printed Name

Date

Exhibit F

Insurance Requirements – Non-Pace Vehicles

Service Provider, at its cost and expense, shall obtain and maintain insurance coverage required by this exhibit for the term of this Agreement plus one additional year. All insurers must maintain a rating of A-VII or better as rated by A.M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative risk financing method (e.g., self-insurance, risk retention group, and captive insurance company), Service Provider shall provide Pace with Service Provider's most recent audited financial statements, audit report notes, state insurance department documents granting Service Provider's self-insurance approval, and/or, at Pace's discretion, written attestation that Service Provider possesses the necessary amount of unencumbered financial assets to support Service Provider's retained risk financing exposures.

Service Provider shall insert the substance of this exhibit in Service Provider's agreements with Third-Party Providers and shall require Third-Party Providers to obtain and maintain the insurance required by this exhibit. It is Service Provider's sole responsibility to ensure that the insurance coverage of Third-Party Providers meets or exceeds the insurance coverage required by this exhibit.

Prior to the use of non-Pace Vehicles in the Services, Service Provider shall obtain Pace's written approval of Service Provider's evidence of insurance coverage required by this exhibit. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided will not constitute a waiver of Service Provider's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Service Provider's responsibilities under other provisions of this Agreement, including the indemnification provision. Service Provider's failure to carry, maintain, and/or document the insurance required by this exhibit will constitute a breach of this Agreement.

Upon Pace's written request, Service Provider shall provide Pace with a copy of each insurance policy required by this exhibit.

☒ **Evidence of Insurance** must be on Acord 25 (or equivalent) Certificate of Insurance form and must evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Service Provider shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Service Provider shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC 00 03 13.

Insurance policies that name Pace, the Suburban Bus Division of the Regional Transportation Authority, and Regional Transportation Authority as an Additional Insured must be primary and non-contributory. The following wording must appear on the Certificate of Insurance: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace."

Additional Insured must appear on the Certificate of Insurance as "Pace, the Suburban Bus Division of the Regional Transportation Authority, and Regional Transportation Authority are Additional Insureds on the general liability, automobile liability, and umbrella liability policies."

Waiver of subrogation must appear on the Certificate of Insurance as "General liability, automobile liability, workers' compensation, and umbrella insurers waive all rights of subrogation against Pace, the Suburban Bus Division of the Regional Transportation Authority, and Regional Transportation Authority."

The Certificate of Insurance must disclose all applicable deductibles or self-insured retentions, which are the sole responsibility of Service Provider.

The insurance required by this exhibit must provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of that cancellation.

The Certificate Holder must appear on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Insurance Liaison

Insurance Coverages: Minimum insurance requirements for this Agreement are specified in those paragraphs below marked with an ☒:

- ☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$5,000,000; General Aggregate-\$10,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. This policy must not contain a Sexual Abuse and Molestation exclusion. This policy must be written on an ISO CG 00 01 (or equivalent) and must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement to this policy.
- ☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$5,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, hired, and uninsured/underinsured vehicles. This policy must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement to this policy. The coverage under this policy must include \$5,000 of Medical Payment coverage.
- ☒ **Automobile Physical Damage** affording the following coverage: **comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and **collision perils**, including upset or collision with another vehicle, person, or any object (including the ground or highway) and impact with an object on or in the ground.
- ☒ **Loss Payee** If Service Provider is leasing or using Pace property, including any Pace Vehicle(s), and is contractually obligated to insure such property, Provider's insurer or agent/broker must name Pace, the Suburban Bus Division of the Regional Transportation Authority, as the **Loss Payee**, and must provide Pace with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.

- ☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit. Executive officers, sole proprietors, general Service Providers utilizing independent Service Provider labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage must execute a hold harmless agreement provided by Pace.
- ☒ **Umbrella Liability Insurance** affording the following coverage and limits: \$5,000,000 each occurrence and \$5,000,000 aggregate. This insurance must provide coverage at least as broad as each of the underlying policies.
- ☒ **Waiver of Subrogation**
Service Provider and its insurer must waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection with that waiver, Service Provider's insurance policies required under this exhibit must include a waiver of subrogation clause or endorsement.

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE

FOREST PARK, IL 60130

PH: 708-366-2323

FAX: 708-488-0361

www.forestpark.net

Joseph Byrnes

COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero

COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd

COMMISSIONER
PUBLIC PROPERTY

Maria Maxham

COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei

VILLAGE ADMINISTRATOR

Vanessa Moritz

VILLAGE CLERK

TO: Mayor Hoskins
Commissioners
Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: November 19, 2021

RE: 2021 Estimate of property taxes to be levied

As a non-home rule entity, the Village is subject to the Property Tax Extension Limitation Law (PTELL), which states that the levy increase must be the lesser of 5.0% or the percentage increase in the Consumer Price Index (CPI) during the twelve month calendar year preceding the levy year.

This year the estimate of levy for both the Village and the Library is a 5.0% increase over the 2020 extension. The 2020 combined levy was also proposed at a 5.0% increase, and was reduced to 3.0% by the Cook County Clerk. The Cook County Clerk establishes a limiting rate that factors the CPI applied to the Equalized Assessed Valuation (EAV). For tax year 2020, the EAV increased 22.2% from 2019 tax year. The estimate of levy at 5.0% for tax year 2021 would procure maximum funds in the event that the EAV increases again.

This estimate will not be the final amount levied. The County will establish the limiting tax rate based upon the 2021 EAV, which will not be available until the levy report is published in 2022, generally in June.

For levy year 2021, the CPI is 1.40%. If there is no increase to the EAV, the potential new revenue to the Village for 2021 tax year would equate to an estimated additional \$85,504. The estimate of levy at 5.0% for the Village provides a potential \$303,267 in new revenue. This revenue will be allocated to the Police and Fire pension funds, it will not benefit the General operating fund.

The Library is also levying at the maximum 5% for 2021 tax year, an estimated \$98,928 in new revenue.

A draft of the 2021 levy document will be available for public inspection on November 23, the notice of the public hearing will be posted in the Forest Park Review on December 1, and the public hearing and adoption will occur at the December 13, 2021 Council meeting. The levy must be filed with the County Clerk no later than December 28, 2021.

RESOLUTION NO. R-_____-21

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED BY THE VILLAGE OF FOREST PARK
FOR THE 2021 TAX YEAR**

WHEREAS, the Truth-in-Taxation Law (35 ILCS 200/18-55 *et seq.*) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code and debt service levies, estimated to be necessary to be raised by taxes from year to year.

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

Section 1: Determination of Estimate of Taxes to be Levied.

The corporate authorities of the Village of Forest Park, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2021 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is Eight Million Four Hundred Ninety Two Thousand One Hundred Sixty Seven and 00/100 Dollars (\$8,492,167).

Section 2: Public Hearing.

A public hearing on the intent to adopt the aggregate tax levy for the 2021 tax year is hereby called for Monday, December 13, 2021, at the hour of 6:45 p.m., at the Village of Forest Park Village Hall, 517 Des Plaines Avenue, Forest Park, Illinois.

Section 3: Notice.

The notice of the time and place of such public hearing shall be prepared and published in an English language newspaper of general circulation published within the Village, or if there is no such newspaper, in an English newspaper of general circulation published within Cook County

and having circulation in the Village, not more than 14 days nor less than 7 days before the date of the public hearing in the form and manner provided by law.

Section 4: This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd day of November, 2021.

AYES: _____

NAYS: _____

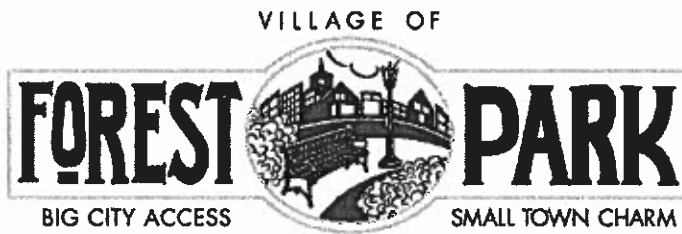
ABSENT: _____

APPROVED by me this 22nd day of November, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office
this 22nd day of November, 2021.

Vanessa Moritz, Village Clerk



2021 NOV 19 AM 9:31
VILLAGE OF FOREST PARK

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

APPLICATION INFORMATION

Type of Organization:

<input checked="" type="checkbox"/> Business	<input checked="" type="checkbox"/> Charitable
<input type="checkbox"/> Educational	<input type="checkbox"/> Labor
<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Veterans
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious

Name of Organization: FOREST PARK TAY DRIVE

Address: 7432 MADISON

Applicant's Name: RICHARD POLEUS

Email Address: [REDACTED] Phone: [REDACTED]

Length of time organization has been in existence: 15 YRS

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

Place: _____ Date: 11-19-21

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

- ☐ Application Fee REQUEST WAIVER
 - 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
- ☐ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond REQUEST WAIVER

OFFICER INFORMATION

President/Chairperson's Name: Rietl Poulos

Address: _____

Telephone #: _____

Email: _____

Secretary's Name (if applicable): _____

Address: _____

Telephone #: _____

Email: _____

Treasurer's Name: _____

Address: _____

Telephone #: _____

Email: _____

Raffle Manager's Name: _____

Address: _____

Telephone #: _____

Email: _____

RAFFLE INFORMATION

☒ Traditional

☐ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 12-11-21 to 12-11-21

Area(s) where Raffle Tickets will be sold: DOC RYANS

Raffle Ticket Price: \$7.00 - \$5.00

Maximum number of tickets to be sold: 500 - 500

Drawing(s):

Date(s) and time(s) of raffle drawing: 12-11-21

Location of raffle drawing(s): DOC RYANS

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	Retail Cost
Sports Items	\$

3. <u>OTHER ITEMS</u>	\$
-----------------------	----

OTHER JOURNAL ITEMS \$

_____ \$ _____

To RAISE MONEY ADD TOYS \$ _____

For VARIOUS CHARITIES \$

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$

	\$
	e

_____ \$ _____

_____ \$ _____

_____	_____
_____	_____

_____ \$ _____

_____ \$ _____

\$

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.

RICHARD POLFUS

Applicant

RICHARD POLFUS

President/Chairman

Secretary

Raffle Manager

Subscribed and sworn to me this 19 day of November, 2021.

Notary Public



(SEAL)



**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:

Historical Society of Forest Park

Address:

PO Box 311 Forest Park IL 60130

Applicant's Name:

HSFP - Kristen Lyons

Email Address:

forestparkhistory1975@gmail.com

Phone: (773) 610-9352

Length of time organization has been in existence:

Since 1970's

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

Place:

~~O'Sullivan's of Ma~~

Date

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

☐ Application Fee (Request Waived)

• 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

☐ Organization's Raffle Rules (attached)

☒ Organization's IRS Letter of Determination (if applicable)

☐ Fidelity Bond (Request Waived)

OFFICER INFORMATION

President/Chairperson's Name: MARK Barrough

Address: _____

Telephone #: _____

Email: _____

Secretary's Name (if applicable): CAROL GuyLAS

Address: _____

Telephone #: 708-205-2891

Email: _____

Treasurer's Name: Uli Leib

Address: _____

Telephone #: _____

Email: _____

Raffle Manager's Name: Kristen Lyons

Address: _____

Telephone #: _____

Email: attorneykristen@gmail.com

RAFFLE INFORMATION

☐ Traditional

☐ 50/50

☐ Progressive

☒ Pulled
Chance

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 01-14-22 to 01-14-22

Area(s) where Raffle Tickets will be sold: O'SULLIVAN on Madison

Raffle Ticket Price: \$10 each or 3 for \$20

Maximum number of tickets to be sold: 150 to 200

Drawing(s):

Date(s) and time(s) of raffle drawing: O'SULLIVANS (all night time ongoing)

Location of raffle drawing(s): O'SULLIVANS See Rules Attached

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

Retail Cost

20 to 25 Bottles of Spirits

\$ 10 to \$20 each

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ 250 to \$500

RULES FOR HSFP PULL CHANCE RAFFLE ON 01/14/2022 AT O'SULLIVAN'S

Historical Society of Forest Park (HSFP) is hosting a "Prohibition Night" at O'Sullivan's on 1/14/2022. During this event the HSFP will have a pull chance raffle for spirits donated to the organization by its members and supporters. The rules are as follows:

1. A max number of 25 spirits will be available to win
2. A max number of 200 pull chances will be available to purchase by patrons
3. Each spirit that can be won will have a corresponding number and one pull chance with that corresponding number on it
4. The remaining pull chances will be blank
5. Pull chances are \$10 each or 3 for \$20
6. When your pull chance has a number on it, the person wins that corresponding spirit
7. Pull chances will be available for purchase at the event only and throughout the entire evening
8. The raffle ends when all the spirits have been claimed or all the pull chances are purchased, whichever comes first

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. - Request

Waived

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.

Historical Society of FP

Applicant

Mark Bourough

President/Chairman

Carol GUYLAS

Secretary

[Redacted Signature]

Raffle Manager

Subscribed and sworn to me this 19th day of November, 2021.

Notary Public

(SEAL)