

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 14, 2022 – 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: 13126266799; Meeting ID 811 2533 2035; Passcode 549562 or by clicking here:

<https://us02web.zoom.us/j/81125332035?pwd=c2s2eHh2S0plWk5nUllMNElyUFBCQT09>

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. October 24, 2022 Village Council Meeting
 - b. October 24, 2022 Special Village Council Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated 11/14/2022
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Presentation by Village's Auditors (Lauterbach & Amen) regarding draft Village Audit Report for Fiscal Year 5/1/21 thru 4/30/22 pursuant to 65 ILCS 5/8-8-10.5
 - b. Resolution Authorizing the Execution of an Amendment to the Contract for Municipal Waste, Recycling and Landscape Waste Collection Services Between Allied Waste Services of North America, LLC d/b/a Republic Services of Melrose Park and the Village of Forest Park, Illinois
 - c. Resolution Approving an Amended Village of Forest Park Home Flood-Proofing Assistance Program and Adopting Guidelines Therefore
 - d. 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 Ordinance of the Village of Forest Park, Cook County, Illinois (Deletion and Creation of Liquor Licenses)
 - e. Resolution Authorizing Approval of a Consulting Services Letter Agreement By and Between the Village of Forest Park and Kane, McKenna and Associates, Inc.
 - f. Resolution Authorizing Approval of a Financial Advisor Letter Agreement By and Between the Village of Forest Park and Kane, McKenna and Associates, Inc.
 - g. Resolution Authorizing Approval of an Annual TIF Reporting Letter Agreement By and Between the Village of Forest Park and Kane, McKenna and Associates, Inc.
 - h. Resolution Authorizing an Intergovernmental Master Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)
 - i. Motion to direct Fire and Police Commission to make one (1) hire in the Fire Department Firefighter rank due to vacancy
 - j. Approval: Ratification of Issuance of Raffle License Application - 209 Scholarship
 - k. Approval: Ratification of Mayor's Execution of Senior Trip Contracts
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 TUESDAY EVENING, OCTOBER 24, 2022**

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 Byrnes that the minutes from the October 11, 2022, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the minutes from the October 11, 2022, Closed Session Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

None.

COMMUNICATIONS:

None.

DEPARTMENT REPORTS:

None.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$501,488.21.

**R-93-22
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$502,488.21
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Ordinance amending section 3-3-12 of the Village of Forest Park Liquor Code pertaining to entertainment licenses be adopted.

**O-38-22
ORDINANCE AMENDING
LIQUOR CODE RE:
ENTERTAINMENT
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 Voogd and seconded by Commissioner Nero that the Ordinance authorizing the sale or disposition of surplus property of the Village of Forest Park (mobile traffic monitoring device) be adopted.

**O-39-22
DISPOSAL OF SURPLUS
PROPERTY ORDINANCE
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 Ordinance fixing the salaries for the officials and employees of the Village of Forest Park from and after May 1, 2022, be adopted.

**O-40-22
ANNUAL SALARY
ORDINANCE
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Voogd
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving a calendar year 2023 agreement with Edward-Elmhurst Occupational Health Services for a Substance Abuse Random Management Program in the Village of Forest Park, Illinois be adopted.

**R-94-22
RESOLUTION APPROVING
RANDOM DRUG TESTING
AGREEMENT WITH
EDWARD-ELMHURST
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution providing for the levy of an additional Library tax for building and maintenance be adopted.

**R-95-22
RESOLUTION FOR LEVY
OF ADDITIONAL LIBRARY
BUILDING AND
MAINTENANCE TAX
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 approving a collective bargaining agreement between the Village of Forest Park and the Forest Park Patrol Officers and Sergeants represented by the Illinois Fraternal Order of Police Labor Council be adopted.

**R-96-22
RESOLUTION APPROVING
SUCCESSOR CBA WITH
POLICE PATROL
OFFICERS AND
SERGEANTS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes that the Resolution approving a holiday décor installation and removal proposal from McAdam Landscaping, Inc. be adopted.

**R-97-22
RESOLUTION APPROVING
HOLIDAY DÉCOR
INSTALLATION PROPOSAL
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes that the Resolution approving and authorizing the acceptance of quotes for the acquisition of holiday banners for the Village of Forest Park be adopted.

**R-98-22
RESOLUTION APPROVING
ACQUISITION OF HOLIDAY
BANNERS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioners Byrnes and seconded by Commissioner Maxham that the Raffle License Application submitted by the American Legion for their November 17, 2022, event be approved.

**AMERICAN LEGION
RAFFLE LICENSE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

Items J and K were removed from the agenda and referred to the Village Administrator for approval.

**ITEMS J AND K
REMOVED FROM AGENDA**

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes to approve the request from St. Luke/St. Bernardine Parish to display banners promoting their Game Day Event on November 20, 2022

**ST. LUKE/ST. BERNARDINE
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:

Administrator Amidei reported that Commissioner Maxham and Director Glinke hosted an open house regarding chickens. The administrator is grateful for their efforts and the amount of public engagement that resulted, adding that there will be upcoming infrastructure requiring public engagement as well. The administrator expressed his gratitude to all those who contributed to the casket races last weekend.

COMMISSIONER'S REPORTS:

Commissioner Byrnes congratulated the Chamber and all village entities and departments who participated and contributed to the success of the Casket Races, adding that it was a well-attended event.

Commissioner Maxham expressed her excitement about the results of the Chicken Town Hall. About 50 people were in attendance. There will be a Frequently Asked Questions document posted on the village's website and an opportunity for the public to provide input on the subject. The commissioner also reported that Director Glinke held an informational meeting regarding rats this week. The director gave tips on prevention and property maintenance measures as well as information on how to identify and get rid of rat colonies. Last, the commissioner thanked the Chamber for holding the casket races, which were a lot of fun.

Commissioner Nero commented on what a great event the Casket Races and the Trick-or-Treat on Madison Street was. There was a great turnout and the neighborhood was electrified. The commissioner reminded residents that brush pickup is on Monday and Friday until the first snowfall and leaf pickup is ongoing until the end of November. Leaves can be raked to the curb for nightly pickup. Please refrain from including grass clippings or other waste that can be disposed of in the alley.

Commissioner Voogd commented that the Casket Races were so much fun and the caskets were very creative. The commissioner thanked the Chamber and all who participated for this successful event. Commissioner Voogd stated that the Recreation Board submitted resumes and the chair's recommendations for new members of the board and is looking forward to the mayor's final appointments. The Diversity and Environmental Control Commissions have been paused since the start of COVID restrictions and will be requiring new members. Anyone wishing to volunteer should apply to the mayor's office. Last, the commissioner discussed adopting a policy addressing the distribution of single-use plastic food ware in town. The policy would be on an opt-in basis and would require the distribution of such items only upon customer request or on self-serve stations. In an effort to engage the business community, a communication and survey was sent to the food businesses for discussion and feedback. The feedback is expected by November 15, after which a final ordinance will be presented for consideration by the Village Council.

reported that there will be an event, sponsored by Burke Engineering, to plant an Exclamation Planetree behind the Altenheim at 7824 Madison Street to celebrate the Morton Arboretum's 100th anniversary and the Conservation Foundation's 50th Anniversary. The event is being held on October 27th at noon and the public is invited to attend.

Mayor Hoskins invited the public to attend a tree planting ceremony, commemorating the Morton Arboretum's 100th anniversary. The dedication is sponsored by Burke Engineering and the public is welcome to attend this Thursday at noon at the Altenheim. Chief Gross reported that the Police Department has been awarded a grant and will be receiving up to \$375,000 to fund the hiring of 3

new officers. Kudos to Chief Gross and the Police Department for securing this grant funding. Last, the mayor expressed his pleasure that the salary ordinance was adopted tonight. The Council has been working to eliminate the huge discrepancy between the compensation of the male and female department heads. This last ordinance finally achieved the results the Council has been working toward. The mayor stated that women deserve equal pay for equal work.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:47 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, OCTOBER 24, 2022**

Mayor Hoskins called the meeting to order at 6:00 p.m.

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call. Also in attendance were Deputy Village Clerk, Rachell Entler, Village Administrator, Moses Amidei and Finance Director, Tish Olmsted.

Mayor Hoskins stated that the format of the meeting will be an informal workshop and regular rules of order are suspended. The purpose of the meeting was to discuss proposed expenditures from American Rescue Plan Award (ARPA) funds, totaling \$1,863,941.74.

There was discussion about the administrator's draft list, which was broken down by fiscal year, including those items that have already been approved by the Village Council. Administrator Amidei was directed to review the items with the village's grant writer to determine which (if any) items may be grant eligible. It was further discussed that FY23 items will be finalized and any further expenditures should be determined by the successor Village Council after the April, 2023 elections. There was consensus to reconvene once the village can determine whether there are grants available for any of the proposed expenses.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn. The motion carried. Mayor Hoskins declared the meeting adjourned at 6:55 p.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

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	\$ 1,069.00
Public Affairs	\$ 72,074.05
Police Department	\$ 7,979.28
Community Center	\$ 130.00
Accounts & Finance (Clerks Office)	\$ 167,000.50
Accounts & Finance (Fire Department)	\$ 86,642.25
Department of Health & Safety	\$ 3,464.60
Street Department	\$ 86,335.66
Public Property	\$ 82,911.09
Seizure	\$ 281.08
Federal Customs	\$ 4,843.16
Police Vehicle Replacement	\$ 995.25
TIF	\$ 1,265.00
VIP	\$ 110,887.63
Water Department	\$ 25,813.93

TOTAL	\$ 651,692.48
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ADOPTED BY THE Council of the Village of Forest Park this 14th Day of November, 2022.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-005	Mark Shelstad	10/17/2022	400.00
100-00-000-4220-300	Total Parking Solutions Inc	10/17/2022	244.00
100-00-000-4510-106	Marshawn Gibbs	10/28/2022	425.00
Refunds and Allocations			1,069.00



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2022	6,355.50
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2022	95.00
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2022	775.20
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2022	657.40
100-10-101-6120-160	Verizon Wireless	10/22/2022	55.34
100-10-101-6120-305	Forest Pk. Chamber of Commerce	10/11/2022	100.00
100-10-101-6120-305	West Central Municipal Conf	09/30/2022	980.00
100-10-101-6120-305	Growing Community Media NFP	10/19/2022	200.00
100-10-101-6120-305	Westgate Flower and Plant Shop	10/18/2022	162.98
100-10-101-6120-305	Westgate Flower and Plant Shop	10/18/2022	156.49
100-10-101-6150-152	Verizon Wireless	10/22/2022	301.19
100-10-101-6150-152	Verizon Wireless	10/22/2022	84.54
100-10-101-6150-210	Metro Reporting Services LTD	10/14/2022	3,455.80
100-10-101-6150-220	Shavon Wesley	10/12/2022	371.25
100-10-101-6150-220	Shavon Wesley	10/26/2022	412.50
100-10-101-6150-222	Sterling Codifiers Inc	07/19/2022	4,009.98
100-10-101-6150-300	West Suburban Cons Dispatch Center	10/01/2022	77,725.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	10/01/2022	(19,682.00)
100-10-101-6150-300	West Suburban Cons Dispatch Center	10/01/2022	(4,781.12)
100-10-101-7000-150	Telcom Innovations Group LLC	10/10/2022	124.00
100-11-111-6100-115	Lauterbach & Amen LLP	10/27/2022	515.00
Public Affairs			72,074.05



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-306	Animal Care League	09/30/2022	275.00
100-12-123-6145-202	Steri-Clean Restoring Homes and Lives	10/19/2022	100.00
100-12-123-6145-202	Steri-Clean Restoring Homes and Lives	10/19/2022	100.00
100-12-123-6145-291	CDS Office Technologies	10/20/2022	145.00
100-12-123-6145-291	StopStick Ltd.	10/14/2022	1,000.00
100-12-124-6150-114	Thomson Reuters-West	10/01/2022	446.12
100-12-125-6145-205	SDI USA Inc.	10/18/2022	945.00
100-12-126-6140-112	RR Donnelly	10/06/2022	4,852.16
100-12-127-6145-100	Military & Police Supply	10/27/2022	116.00
Police Department			7,979.28



Account Number	Vendor	Invoice Date	Amount
100-15-169-6160-100	Elmhurst Occupational Health	02/28/2022	65.00
100-15-169-6160-100	Elmhurst Occupational Health	05/31/2022	65.00
	Community Center		130.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	10/17/2022	129,112.79
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2022	563.88
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2022	89.20
100-21-211-5005-002	Linda Shrader	11/02/2022	9.26
100-21-211-6110-110	Xerox Financial Services	10/10/2022	138.76
100-21-211-6110-110	Xerox Financial Services	10/10/2022	104.38
100-21-211-6120-300	Elmhurst Occupational Health	07/31/2022	170.00
100-21-211-6120-300	Elmhurst Occupational Health	08/31/2022	265.00
100-21-211-6120-300	Elmhurst Occupational Health	09/30/2022	53.00
100-21-211-6140-104	Pitney Bowes Inc	10/17/2022	331.47
100-21-211-6140-104	Quill	09/21/2022	27.98
100-21-211-6140-104	Quill	09/28/2022	99.91
100-21-211-6140-104	Quill	10/11/2022	410.60
100-21-211-6140-104	Quill	10/12/2022	101.36
100-21-211-6140-104	Quill	10/13/2022	25.89
100-21-211-6140-104	Quill	10/13/2022	11.99
100-21-211-6140-104	Quill	10/18/2022	27.99
100-21-211-6140-104	Quill	10/24/2022	(61.68)
100-21-211-6140-110	34 Publishing Inc	10/25/2022	3,200.00
100-21-211-6140-140	Quill	10/11/2022	186.76
100-21-211-6150-112	Municipal Clerks North & Northwest Suburbs	10/26/2022	30.00
100-21-211-6150-125	Danylle Stark	10/20/2022	395.50
100-21-211-6150-150	AT&T	10/25/2022	109.08
100-21-211-6150-150	AT&T	10/25/2022	54.55
100-21-211-6150-150	AT&T	10/25/2022	50.16
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2022	7,656.05
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2022	2,276.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2022	3,025.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2022	5,044.50
100-21-211-6160-001	Illinois Counties Risk Management Trust	10/03/2022	140.83
100-21-211-6160-001	Alliant Insurance Services Inc.	10/21/2022	100.00
100-21-211-6160-001	Secretary of State Index Dept	10/14/2022	15.00
100-21-211-6190-003	POLICE PENSION FUND	10/24/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	10/24/2022	5,714.29
100-21-211-7000-080	Xerox Financial Services	10/10/2022	122.50
100-21-211-7000-080	Xerox Financial Services	10/10/2022	1,684.21

Accounts & Finance (Clerks Office)

167,000.50



Account Number	Vendor	Invoice Date	Amount
100-30-301-7000-040	Municipal Emergency Services Inc	10/20/2022	1,088.92
100-30-301-7000-040	Witmer Public Safety Group	10/14/2022	61.19
100-30-301-7000-040	Witmer Public Safety Group	10/24/2022	450.83
100-30-302-6110-150	Verizon Wireless	10/22/2022	154.56
100-30-302-6110-200	Air One Equipment Inc	08/16/2022	156.00
100-30-302-6145-105	The Locker Shop	08/22/2022	148.91
100-30-303-6100-160	Metro Paramedic Services Inc	10/13/2022	37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	10/13/2022	(7,073.68)
100-30-303-6100-161	Advanced Data Processing Inc Digitech	06/24/2022	52,696.45
100-30-303-6145-300	Linde Gas North America LLC	10/13/2022	191.12
100-30-303-6145-300	Mckesson Medical	10/19/2022	207.58
100-30-303-6145-300	Witmer Public Safety Group	10/24/2022	397.57
100-30-303-6145-300	Zoll Medical Corp	10/20/2022	424.80
Accounts & Finance (Fire Department)			86,642.25



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	11/01/2022	765.00
100-40-402-6100-100	Storino Ramello & Durkin	09/30/2022	171.00
100-40-402-6150-240	Metro Reporting Services LTD	10/28/2022	731.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/21/2022	150.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/26/2022	225.00
100-40-403-6150-220	Restore Construction Inc	10/10/2022	1,126.00
100-40-403-6150-230	Elevator Inspection Services	09/29/2022	80.00
100-40-403-6150-230	Elevator Inspection Services	10/27/2022	80.00
100-40-410-6140-110	Forest Printing Company	10/11/2022	136.60
Department of Health & Safety			3,464.60



Account Number	Vendor	Invoice Date	Amount
100-50-502-6185-102	Lakeshore Recycling Systems LLC.	10/15/2022	174.45
100-50-502-6185-106	RUSSO POWER EQUIPMENT	10/25/2022	838.75
100-50-502-6185-112	Republic Services #551	10/15/2022	1,733.40
100-50-502-6185-501	Republic Services #551	10/15/2022	36,597.18
100-50-502-6185-502	Republic Services #551	10/15/2022	23,943.06
100-50-502-6185-503	Republic Services #551	10/15/2022	3,549.13
100-50-502-6185-505	West Cook County Solid Waste	09/30/2022	19,499.69
Street Department			86,335.66



Account Number	Vendor	Invoice Date	Amount
100-55-551-6120-300	Westgate Flower and Plant Shop	10/18/2022	156.49
100-55-552-6180-101	HOME DEPOT CREDIT	09/16/2022	21.37
100-55-552-6180-101	HOME DEPOT CREDIT	10/03/2022	41.94
100-55-552-6180-101	Midwest Time Recorder Inc	10/13/2022	128.00
100-55-552-6180-101	RUSSO POWER EQUIPMENT	08/19/2022	59.99
100-55-553-6180-150	Lyons Pinner Electric Co	08/31/2022	12,950.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/26/2022	821.16
100-55-553-6180-150	Lyons Pinner Electric Co	10/26/2022	264.25
100-55-553-6180-150	Lyons Pinner Electric Co	10/27/2022	4,149.73
100-55-553-6180-150	Lyons Pinner Electric Co	10/30/2022	215.31
100-55-553-6180-150	Lyons Pinner Electric Co	10/30/2022	797.10
100-55-553-6180-150	Lyons Pinner Electric Co	10/30/2022	208.00
100-55-553-6180-150	Lyons Pinner Electric Co	10/31/2022	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	10/31/2022	595.00
100-55-553-6180-152	State Treasurer-IDOT	10/10/2022	617.49
100-55-553-6180-152	State Treasurer-IDOT	10/10/2022	514.53
100-55-553-6180-152	State Treasurer-IDOT	10/10/2022	257.28
100-55-553-6180-152	State Treasurer-IDOT	10/10/2022	514.57
100-55-553-6180-152	State Treasurer-IDOT	10/10/2022	385.92
100-55-553-6180-160	AEP Energy	09/21/2022	855.54
100-55-553-6180-160	Com Ed	09/27/2022	311.82
100-55-553-6180-160	Com Ed	09/27/2022	103.53
100-55-553-6180-160	Com Ed	10/12/2022	70.13
100-55-553-6180-160	Com Ed	10/26/2022	24.43
100-55-553-6180-160	Com Ed	10/26/2022	24.12
100-55-553-6180-160	Com Ed	10/26/2022	24.12
100-55-553-6180-160	Com Ed	10/26/2022	27.80
100-55-553-6180-160	Com Ed	10/26/2022	171.91
100-55-553-6180-160	Com Ed	10/27/2022	27.29
100-55-553-6180-160	Com Ed	10/27/2022	36.36
100-55-555-6180-100	Case Lots Inc	08/29/2022	598.80
100-55-555-6180-100	Case Lots Inc	09/28/2022	139.90
100-55-555-6180-100	Case Lots Inc	10/12/2022	179.50
100-55-555-6180-100	Kinetic Energy Inc.	10/20/2022	133.00
100-55-555-6180-100	Quill	09/28/2022	354.77
100-55-555-6180-100	Quill	10/11/2022	420.64
100-55-555-6180-100	Quill	10/12/2022	357.29
100-55-555-6180-100	RUSSO POWER EQUIPMENT	10/13/2022	2,299.00



Account Number	Vendor	Invoice Date	Amount
100-55-555-6180-100	Tim Stefl Inc	10/17/2022	160.00
100-55-555-6180-100	West Town Mechanical	10/28/2022	484.00
100-55-555-6180-110	Comcast	10/08/2022	195.00
100-55-555-6180-110	Comcast	10/12/2022	2.10
100-55-555-6180-110	Comcast	10/13/2022	128.95
100-55-555-6180-140	Comcast	10/07/2022	2.10
100-55-555-6180-140	Comcast	10/22/2022	182.62
100-55-555-6180-140	Tim Stefl Inc	10/13/2022	471.19
100-55-555-6180-150	HOME DEPOT CREDIT	10/03/2022	124.80
100-55-560-6155-108	Total Parking Solutions Inc	10/14/2022	720.00
100-55-570-6150-122	Illinois Fire Chiefs Assoc	10/04/2022	125.00
100-55-570-6155-101	Mohr Oil Company	10/07/2022	14,557.42
100-55-570-6155-101	Mohr Oil Company	10/19/2022	17,922.65
100-55-570-6155-102	RUSSO POWER EQUIPMENT	10/25/2022	415.76
100-55-570-6155-106	Arlington Power Equipment Inc	07/05/2022	9.00
100-55-570-6155-106	Arlington Power Equipment Inc	08/04/2022	71.01
100-55-570-6155-106	CCP INDUSTRIES INC	10/24/2022	112.35
100-55-570-6155-106	Kimball Midwest	10/26/2022	300.44
100-55-570-6155-106	Lindco Equipment Sales Inc	10/14/2022	1,438.45
100-55-570-6155-106	Lindco Equipment Sales Inc	10/14/2022	79.22
100-55-570-6155-106	Linde Gas North America LLC	10/22/2022	230.27
100-55-570-6155-106	Linde Gas North America LLC	10/22/2022	65.50
100-55-570-6155-112	Commercial Tire Service	10/19/2022	625.00
100-55-570-6155-112	Knights Body Shop Inc	10/11/2022	2,909.53
100-55-570-6155-112	The Wrench Truck & Trailer Repair Inc	10/25/2022	1,536.82
100-55-570-6155-112	West Side Tractor Sales	10/18/2022	2,998.15
100-55-570-6155-202	Freeway Ford Sterling Truck	08/10/2022	4,366.60
100-55-570-6155-202	Freeway Ford Sterling Truck	08/10/2022	(2,779.82)
100-55-580-6180-302	Davis Tree Care	10/27/2022	5,250.00
Public Property			82,911.09



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	10/22/2022	93.26
230-00-000-6150-152	Verizon Wireless	10/22/2022	187.82
	Seizure		281.08



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	10-41 Incorporated	10/10/2022	1,900.00
232-00-000-6900-232	Comcast	10/22/2022	167.74
232-00-000-6900-232	Dan Miller	11/14/2022	123.03
232-00-000-6900-232	J.G. Uniforms	10/13/2022	160.25
232-00-000-6900-232	Michael O'Connor	11/14/2022	75.00
232-00-000-6900-232	Ray O'Herron Co Inc	06/30/2022	137.97
232-00-000-6900-232	Ray O'Herron Co Inc	07/29/2022	147.98
232-00-000-6900-232	Ray O'Herron Co Inc	10/20/2022	284.92
232-00-000-6900-232	Ray O'Herron Co Inc	10/26/2022	82.00
232-00-000-6900-232	Ray O'Herron Co Inc	10/31/2022	290.00
232-00-000-6900-232	The Locker Shop	09/14/2022	1,110.27
232-00-000-6900-232	StopStick Ltd.	10/14/2022	364.00
Federal Customs			4,843.16



Account Number	Vendor	Invoice Date	Amount
235-00-000-4510-106	Marshawn Gibbs	10/28/2022	75.00
235-00-000-7000-001	Terminal Supply Co	10/12/2022	20.25
235-00-000-7000-001	XTreme Graphics Lettering	10/18/2022	900.00
	Police Vehicle Replacement		995.25



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	09/30/2022	380.00
302-00-000-6100-100	Storino Ramello & Durkin	09/30/2022	285.00
304-00-000-6185-700	Irrigation Systems Halloran & Yauch Inc	10/08/2022	600.00
TIF			1,265.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	10/22/2022	38.01
312-00-000-7000-102	Christopher Burke Engineering LTD	10/13/2022	16,544.34
312-00-000-7000-312	Elmhurst Chicago Stone Company	10/17/2022	1,422.00
312-00-000-7000-312	Elmhurst Chicago Stone Company	10/20/2022	1,349.00
312-00-000-7000-312	K-Five Hodgkins LLC	10/05/2022	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	10/13/2022	171.12
312-00-000-7000-312	K-Five Hodgkins LLC	10/18/2022	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	10/20/2022	160.00
312-00-000-7000-312	State of Illinois Treasurer	11/01/2022	262.35
312-00-000-7000-312	State of Illinois Treasurer	11/01/2022	1,115.71
312-00-000-7000-312	State of Illinois Treasurer	11/01/2022	89,505.10
VIP			110,887.63



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	10/22/2022	36.01
501-80-800-6150-150	AT&T	10/25/2022	58.53
501-80-800-6150-154	Com Ed	09/27/2022	20.44
501-80-800-6150-154	Com Ed	09/27/2022	47.37
501-80-800-6150-154	Com Ed	10/11/2022	49.86
501-80-800-6150-154	Com Ed	10/12/2022	19.61
501-80-800-6150-154	Constellation Energy Services Inc	09/28/2022	226.99
501-80-800-6150-154	Constellation Energy Services Inc	09/29/2022	2,834.22
501-80-800-6800-150	Centurion Plumbing Company	10/27/2022	7,570.79
501-80-800-6800-150	Centurion Plumbing Company	10/27/2022	9,591.21
501-80-800-6800-152	Clear View	10/31/2022	3,800.00
501-80-800-6800-153	Comcast	10/06/2022	83.90
501-80-800-6800-176	M.E. Simpson Co Inc	10/12/2022	1,475.00
Water Department			25,813.93

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 14, 2022

Issue Statement

Request for Village Council Action: Adoption of a Resolution Authorizing the Execution of an Amendment to the Contract for Municipal Waste, Recycling and Landscape Waste Collection Services Between Allied Waste Services of North America, LLC d/b/a Republic Services of Melrose Park and the Village of Forest Park, Illinois

Background

The Village's refuse contract with Republic Services expires at the end of 2022.

In late spring of this year, Village staff worked with staff from the [West Cook Solid Waste Agency](#) (Waste Agency) in preparation for our next contract. This effort entailed two possible courses of action: either develop and distribute a Request for Proposal (RFP) for waste, recycling, landscape and other disposal services, or, seek to extend our existing contract with Republic Services.

At that time, much consideration was given to pursuit of an RFP. In developing an RFP, similar to a number of our West Cook neighbors in the recent past, additional services could be solicited, such as: electronics and household chemical waste disposal, organics (food scraps) collection and leaf collection to name a few. The Village worked with our Waste Agency to develop an RFP for publication in coordination with their consultant who helps member communities on such endeavors.

As time went on, Village staff also asked Republic for a quote to extend our current contract. Upon receipt of contract extension pricing from Republic, following a review by Village staff and the Waste Agency's consultant, some additional focus was placed upon moving forward with the RFP due to their quoted pricing. There was thought at this time that more favorable pricing could be procured through the RFP. The Village met with Republic staff thereafter in efforts to ascertain their ability to provide our Village with more favorable and reasonable pricing related to a contract extension – terms and services of the existing contract would not change.

Ultimately, more favorable pricing has been quoted by Republic related to a 3.25-year contract extension. This pricing, per the Waste Agency's consultant, is reasonable and fair, given the economic climate that we currently find ourselves in. It is probable (though same cannot be guaranteed), that should the Village choose the RFP route at this time, quoted pricing would exceed what is being proposed by Republic.

With this said, I need to state that there are a number of variables currently in play that allows staff to conclude that pursuing the contract extension route is the better option now than pursuing the RFP route – a recommendation that is not based upon the quoted price alone. They are as follows:

- The rates charged to Forest Park by Republic Services for waste/recycling/landscape waste removal services are currently the lowest in all of West Cook. Said rates are artificially low and any new contract that is entered into now most likely will see rate increases to account for 1) our current below market rates; and, 2) the current economic climate of high inflation;

- Buying Power in Numbers. According to Section 4-2-4-A of the Village Code, the Village's refuse franchise agreements shall apply to all "...residential buildings containing not more than four (4) dwelling units and residential condominium buildings..." Right now, this is not the case, as (an unknown quantity) of condominium buildings are contracted with other haulers to handle their waste/recycling/landscape waste removal services. ***This issue needs to get settled one way or another, prior to the issuance of any future RFP.*** This is the big variable that may take a few years to get settled, as condominium buildings that do not use Republic Services may currently be in the middle of multi-year contracts (the data is incomplete about this). By aggregating all required residential units into one contract, the Forest Park contract will be one that much more attractive to potential bidders and thus Forest Park residents will see better pricing. By not including the condominium community in future contracts: 1) the Forest Park contract will not be as attractive to bidders; 2) Forest Park residents may be paying higher pricing in future contracts; and, 3) it may be the case that it would be that much harder to bring them back into the contract at some point in the future. Further, additional haulers in town also means more trucks on our roads (and alleys), which obviously is not ideal for our limited amount of infrastructure resources;

- There was no way that the condominium issue could have been solved in 2022, thus making the RFP process a little more complicated due to existing practices and the conflict with the Village Code;

- The current economic climate is in a state of flux right now; an RFP most likely may have produced a double whammy cost increase above current rates that Forest Park consumers are currently paying for said services;

- Should an RFP been pursued, it still would not have solved the condo issue in the short-term and thus there would have been some uncertainty regarding the amount of volume bidders could have reasonably expected.

In the coming years, Village staff is recommending that any contract end date coincide with the Village's fiscal year end (April 30). This would help the budgetary process as Forest Park waste customers are billed directly by the Village for waste services, not by the hauler. The rate the Village charges consumers include the hauler's rate plus a local rate that pays for refuse services handled by Village staff (extra leaf collection, general waste disposal, annual e-waste disposal event, etc.). Staff had asked Republic for an extension quote that contains a rate increase beginning on May 1, 2023 instead of January 1, 2023 to coincide with this revised contract end date. Following receipt of this quote, Village staff and the Waste Agency's consultant do not recommend this option. Price increases will be effective come January 1, 2023.

Moving forward, staff recommends that the Village proceeds as follows:

- Approve contract extension with Republic Services with a new contract ending on April 30, 2026;

- During the next three years, the Village shall engage with the local condominium community to ascertain the lengths of their current contracts in efforts to ensure that such contracts do not go past said April 30, 2026 date. Conversation will also need to take place regarding the Village's upcoming contract renewal efforts (beginning April 30, 2026) as well as the requirements under the Village Code. Discussion must also take place regarding whether or not condominiums shall fall under our next contract as well as the effects of same. I will note that the Waste Agency's consultant indicated that it may take this long to bring a conclusion to the condominium issue – in time for the release of our next RFP during mid-late 2025;

- Educate our public regarding the need for additional personal responsibility for leaf disposal. ***Yes, this is tough.*** Leaf disposal costs our Village, all things considered (per Director Stella), around \$40,000 per year (2021 sum). Our current Republic contract allows for unlimited leaf collection via (either leaf bags or another non-disposable container). I would like to recommend to our public to bag as many of one's leaves as they can, or, mulch them back into their lawns via one's mower mulch setting. Hopefully, this practice will change practices/behaviors thereby reducing our local leaf disposal costs. Secondly, it is not good practice to allow leaves to accumulate within our curb lines - thereby extending the possibility that such leaves will end up in our

combined sewers. The Illinois EPA also discourages and frowns upon this practice, per our Village's Engineer's NPDES MS4 Village Council presentation during the fall of 2021.

- Continue to work and engage with our fellow West Cook Solid Waste Agency member communities to promote and sponsor additional local/regional household chemical/hazardous waste; e-waste; textiles; etc. collection events. This way, the disposal costs regarding same can be shared on a regional level vs. locally and will provide more timely and convenient disposal opportunities for our residents as well as for our neighbors in our West Cook region.

Attachments

- Resolution approving contract extension with Republic Services

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO THE CONTRACT FOR MUNICIPAL WASTE, RECYCLING AND
LANDSCAPE WASTE COLLECTION SERVICES BETWEEN ALLIED
WASTE SERVICES OF NORTH AMERICA, LLC d/b/a REPUBLIC SERVICES OF
MELROSE PARK AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-19-1) authorizes the corporate authorities of the Village of Forest Park, Illinois (the “Village”) to enter into exclusive contracts for the collection and hauling of garbage, refuse and waste; and

WHEREAS, the Village and Allied Waste Services of North America, LLC d/b/a Republic Services of Melrose Park (the “Contractor”) have entered into a Contract for Municipal Waste, Recycling and Landscape Waste Collection Services, effective as of May 1, 2014 (the “Waste Contract”), the term of which was extended to December 31, 2022, granting the Contractor the exclusive privilege and franchise for the collection, transport and disposal of residential solid waste, recyclable materials and landscape waste; and

WHEREAS, the Village and the Contractor desire by mutual agreement to further extend the term of the Waste Contract.

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

Section 1. It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Amendment to the Waste Contract with the Contractor, extending the term of the Waste Contract to and until April 30, 2026 and establishing rates for that extension.

Section 2. The Mayor shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the

municipal seal on an Amendment to the Waste Contract by and between the Village and the Contractor, which Amendment is attached hereto as Exhibit A.

Section 3. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of November, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of November, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of November, 2022.

Vanessa Moritz, Clerk

EXHIBIT A
AMENDMENT TO THE CONTRACT FOR MUNICIPAL WASTE, RECYCLING AND
LANDSCAPE WASTE COLLECTION SERVICES

This Amendment (the "Amendment") to the Agreement is entered into as of the _____ 2022, by and between **Allied Waste Services of North America, LLC dba Republic Services of Melrose Park (the "Contractor")** and **Village of Forest Park (the "Village")** (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the contract for Municipal Waste, Recycling and Landscape Waste Collection Services dated May 1, 2014 ("Agreement"), to provide collection, transportation and disposal services for municipal waste along with the collection, transportation, processing and marketing of all recyclable materials in accordance with the terms of this Agreement;

AND WHEREAS, the Parties desire to amend certain terms of the Agreement as set forth more fully herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **AGREEMENT:** Except as specifically provided in this Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. **TERM:** The term of the Agreement is hereby extended from its current expiration date of December 31, 2022, to take effect from January 1, 2023 until April 30, 2026.
3. **PRICING:** The rates for the services are hereby revised as follows effective January 1, 2023:

Unit Type	2022 Rates	2023 Rates
Single-Family (1-4 unit buildings)	\$14.17	\$17.00
Condominium Units	\$7.34	\$10.69
Roll-Off Dumpsters	\$192.60/haul	\$200.00/haul
Special Collections*	\$20.73/yd	\$21.56/yd
Emergency Services*	\$146.19/hour	\$152.04/hour
Organics/Food Scrap Collection (95 gal cart)	\$110.33/yr.	\$113.63/yr.

**charges are for items above allowances established in the Agreement.*

All rates listed above would be subject to a 4% annual increase effective January 1st of each year beginning on January 1, 2024.

5. **CERTIFICATIONS:** Contractor shall execute and provide to the Village the certifications in the form attached hereto as Exhibit A and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**Allied Waste Services of North America, LLC
dba Republic Services of Melrose Park**

Village of Forest Park

By: _____

By: _____

Its: _____

Its: _____

Print Name: _____

Print Name: _____

EXHIBIT A

CERTIFICATION

The assurances hereinafter made by ALLIED WASTE SERVICES OF NORTH AMERICA, LLC d/b/a REPUBLIC SERVICES OF MELROSE PARK (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC d/b/a REPUBLIC SERVICES OF MELROSE PARK, and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the “Village”) that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

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

securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

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

Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

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

Dated: _____, 2022

Contractor: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC d/b/a REPUBLIC SERVICES OF MELROSE PARK

By: _____
_____,
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of ALLIED WASTE SERVICES OF NORTH AMERICA, LLC d/b/a REPUBLIC SERVICES OF MELROSE PARK, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2022

Notary Public

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 14, 2022

Issue Statement

Request for Village Council Action related to amendments to the Village of Forest Park Home Flood-Proofing Assistance Program guidelines previously adopted on September 27, 2010 by Resolution No. R-75-10 and amended on October 12, 2010 by Resolution No. R-77-10.

Background

The original flood grant application requires property owners (owner-occupied/non-rental) to submit three (3) quotes with their flood grant application. Grant approval was then given by the Village prior to any flood prevention system being installed. Upon completion of the flood system being installed, applicants then needed to submit a paid in full receipt as well as a waiver of lien. Given the number of flood grant requests being received, many applicants were waiting months, if not a whole fiscal year, to see if flood grants would be approved – thus delaying installation of their flood prevention systems. It also required staff to seek out missing application documents to complete their application file prior to approving flood grants.

Staff is recommending the following updates to the application process:

- Applications would not be submitted until an eligible property owner completes the installation of an approved flood prevention system as listed on the application;
- Multiple quotes for the project would be recommended but not required;
- Flood prevention systems could be installed at the applicant's convenience;
- All required documents would be submitted with the application. An application would not be considered submitted until all required documents are received by Village Hall staff. This would help eliminate the need for staff to track down required documents;
- Grant approval from the Village Administrator would come following the submittal of the required documents and Village Council approval of flood grant funds within the fiscal year budget.

Attachments

Updated Home Flood-Proofing Assistance Program Grant Application

RESOLUTION NO. R-_____-22

**A RESOLUTION APPROVING AN AMENDED VILLAGE OF
FOREST PARK HOME FLOOD-PROOFING ASSISTANCE
PROGRAM AND ADOPTING GUIDELINES THEREFORE**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) previously adopted on September 27, 2010 Ordinance No. R-75-10, and amended on October 12, 2010 by Ordinance No. R-77-10, establishing a home flood flood-proofing assistance program and guidelines for the residents of the Village (“Program”); and

WHEREAS, the corporate authorities of the Village have determined that a significant public interest will continue to be served by the Village to review and affirm the Program for homeowners within the Village; and

WHEREAS, the corporate authorities of the Village have promulgated certain updated and amended guidelines for the implementation of the Program, a copy of which is attached hereto and incorporated herein by specific reference.

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

Section 1. That the Home Flood-Proofing Assistance Program of the Village of Forest Park, Cook County, Illinois, is hereby affirmed.

Section 2. That the updated and amended guidelines, entitled “Village of Forest Park Home Flood-Proofing Assistance Program – Program Outline and Grant Application,” substantially in the form attached hereto and made a part hereof as Exhibit A, are hereby adopted by the corporate authorities of the Village to replace, in their entirety, those previously adopted by Ordinance Nos. R-75-10 and R-77-10.

Section 3. That the officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the of the Village of Forest Park Home Flood-Proofing Assistance Program.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of October, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of October, 2022.

Vanessa Moritz, Village Clerk

EXHIBIT A

**Village of Forest Park Home Flood-Proofing Assistance Program –
Program Outline and Grant Application**



Village of Forest Park Home Flood-Proofing Assistance Program Grant Application

Please complete the following in its entirety. This program is limited to owner-occupied, single family and two-flat residences within the corporate confines of the Village of Forest Park. Qualifying applicants will be reimbursed for 50% of the cost for the installation of an approved flood prevention system, up to \$1,500 maximum / \$2,000 maximum for low-income households*. Applications will be accepted between January 1 and February 15 annually.

Program year begins May 1st and is subject to the availability of funds. Applications are processed on a first come/first served basis and must be approved prior to the installation of a flood control system, subject to the availability of funds.

Low income limits chart:

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
\$52200	\$59650	\$67100	\$74550	\$80550	\$86500	\$92450	\$98450

*FY2021 Income Limits Summary/HUD
Must demonstrate low income status

Section I

Full Name of Applicant: _____

Home Address of Applicant: _____ *

Phone Number of Applicant: _____

**Must prove residency. Examples include a valid Driver's License or State I.D. + a current utility bill.*

Section II

Select the flood prevention system for which you are seeking reimbursement:

- ☐ Modification of the soil stack to direct the flow out of the house in a new **OVERHEAD SEWER** and elimination of all gravity drainage below the basement floor slab.
- ☐ Installation of an interior or exterior **BACKFLOW PREVENTION VALVE** and bypass pump on the house lateral in an underground vault.
- ☐ **LIFT STATION** system within an inside or outside underground vault.

Section III

Homeowners are encouraged to obtain multiple quotes from **qualified Illinois licensed contractors** to complete the overhead sewer, the backflow prevention valve, or lift station.

A waiver of lien and a paid receipt must be submitted upon the completion of the project in order to receive reimbursement.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

Applicant's Affidavit:

I, the undersigned, do hereby state that I have read the Village of Forest Park Home Flood-Proofing Assistance Program Outline and agree to adhere to the rules set forth therein. I also certify that I am the owner and occupant of the subject property and that the information provided in this application is true and accurate.

Signature

Date

FOR OFFICE USE

Date stamp application upon receipt. Forward the application to the Village Administrator for processing. Reimbursement is subject to proof of payment by the applicant and approved code compliance upon completion of the project as listed below.

Reimbursement is not authorized without approvals as outlined below.

Approvals:(Upon completion of the project)

Building Department _____

Plumbing Inspector _____

Public Works _____

Final Approval - Village Administrator _____

Date: _____

Village of Forest Park Home Flood-Proofing Assistance Program



***Program Outline &
Grant Application***

**GRANT PROGRAM
VILLAGE OF FOREST PARK
HOME FLOOD-PROOFING ASSISTANCE PROGRAM**

INTRODUCTION

The Village of Forest Park is served by combined sewers which carry sewage and storm water in the same pipes. During some intense rains, the capacity of the combined sewer system is not adequate to carry the peak flow, resulting in pressurized sewers. When pressurized, the combined sewage can backflow through house sewers into basements if there is no backflow prevention.

The Village has decided to help the owners of owner-occupied single family homes and two-flats defray a portion of the costs of providing protection from the backup of sewage in the basement. The grant program's intent is to offset a portion of the expense that a homeowner will incur to revise the house plumbing such that sewage cannot backflow into the house when the combined sewer is pressurized. Three basic options available to the homeowner as listed below:

- 1) Modification of the soil stack to direct the flow out of the house in a new **OVERHEAD SEWER** and elimination of all gravity drainage below the basement floor slab.
- 2) Installation of an interior or exterior **BACKFLOW PREVENTION VALVE** and bypass pump on the house lateral in an underground vault.
- 3) **LIFT STATION** system within an inside or outside underground vault.

Each approach has different costs and degrees of homeowner disruption, as well as different implications on the homeowner's use of the revised plumbing.

An Illinois licensed plumber can determine which option best serves your need.

Update or enhancements to current systems are not eligible for this program however replacement of an old system is eligible under this program.

FUNDING

This program is funded through the Village's annual appropriation ordinance. Funding levels will be determined at the beginning of each fiscal year and this program will become inactive when the appropriated funds have been depleted. The Village is not obligated to appropriate any funds for the program and this program may be discontinued at any time. The grants will be awarded on a first-come, first-served basis.

GOALS AND OBJECTIVES

This program has several goals. The primary goals are to provide protection from the back up of sewage into basements, increase property values by eliminating detrimental basement back up, eliminate unsafe sanitary conditions, and to save substantial taxpayer dollars in the long term in an affordable manner.

Homeowner Protection

Modification of the plumbing in a building can prevent the backflow of sewage into the basement during times the combined sewer system is overloaded. Installation of pump(s) to lift the building's sewage above the elevation of the sewer in the street will provide this positive protection and can be accomplished before relief sewers can be constructed to reduce the risk of basement backup.

Quotes are encouraged but no longer required.

Homeowners are encouraged to obtain multiple quotes from qualified Illinois licensed contractors to complete the overhead sewer, the backflow prevention valve, or lift station.

Application Process

Village staff will review and inspect each completed application. Applications that satisfy the requirements of the program shall be forwarded to the Village Administrator for approval.

ELIGIBLE PROPERTIES

This program is limited to owner-occupied, single family and two-flat residences within the corporate limits of the Village of Forest Park.

ELIGIBLE REIMBURSEMENTS

The success of the reimbursement program depends on establishing a clear set of guidance documents which set forth the Village's policy on which costs are and are not eligible for reimbursement by the Village. The following guidelines are set for eligibility.

Eligible Costs

- Cost of location, excavation and exposure of the house lateral, including the support of existing structures, for re-connection of a new overhead sewer to the existing lateral.
- Cost of a new sump pit, sump pump, and associated electrical and plumbing work needed to lift drainage from basement plumbing fixtures to an overhead sewer.
- Cost of trenching and concrete floor replacement.
- Cost of installing a backflow prevention valve with a bypass (new sump and sump pump in an underground vault) and associated electrical and plumbing work.
- Applicable permit fees.

Non-eligible Costs

- Removal and replacement of interior basement walls and finishes.
- Use of materials not meeting the requirements of the Village's Guide Specifications.
- Planting of new landscaping (brushes and trees) other than grass.
- New electrical panels and/or upgrading the house electrical supply.

Maximum Reimbursements

1. Overhead sewers limited to 50% of cost to a maximum grant of \$1,500.00.
2. Backflow prevention valve limited to 50% of cost to a maximum grant of \$1,500.00.
3. Lift station limited to 50% of cost to a maximum grant of \$1,500.00.

Permits

A construction permit is required from the Village's Department of Public Health & Safety.

Low Income Households

Those households that meet the Department of Housing and Urban Development's (HUD) low income threshold for Cook County are eligible for increased funding. The funding is \$2,000 of the cost.

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
\$52200	\$59650	\$67100	\$74550	\$80550	\$86500	\$92450	\$98450

- web: <https://www.huduser.gov/portal/datasets/fmr.html>

GUIDE SPECIFICATIONS

All work performed under this program shall meet all applicable requirements of all Codes of the Village of Forest Park including but not limited to the Illinois Plumbing Code, National Electric Code and International Building Codes.

The Contractor shall provide the homeowner with at least three (3) year warranties on all workmanship and provide the homeowner with manufacturer's warranties on all equipment.

The Contractor shall provide the homeowner and Village with as-built drawings depicting final installation conditions in the event that the final inspection differs from the permitted plans. Drawings may be sketches that are not to scale but which show actual dimensions of the installation relative to the house. Drawings shall also be accompanied with applicable specifications and manufacturer catalog information on all valve and pump units.

Nothing in these Guide Specifications shall prevent the homeowner and contractor from including further specifications or more strict specifications for the work or from including additional work items in their contract.

Sump and Pump

The sump basin shall be minimum 18" x 30."

The ejector pump shall be a minimum 2" submersible pump which is capable of pumping from 25 to 90 gallons per minute at 5 feet total dynamic head. The pump shall have a minimum horsepower of

½. Manufacturers pump specifications and catalog sheets must be provided.

Wiring/Electric

All work shall conform to the minimum requirements of the electrical code adopted by the village.

All pumps shall be provided separate dedicated circuits and pumps shall operate on normal 110 volt household electric service. The electrical lead-in to the pump shall be long enough to enable easy removal of the pump for maintenance purposes.

Outdoor Backflow Prevention Valve

Backflow prevention valves for the sanitary sewer house lateral shall be the same diameter as the house lateral. Access for maintenance and repair of the backflow prevention valve shall be provided by installing the unit in a minimum 48" precast vault in the front yard of the residence.

Line Locating

The Contractor shall locate all sewer lines to establish existing drainage conditions prior to starting work. Location shall be accomplished using an appropriate sonic radio or electric field emitting device intended for sewer line locating purposes.

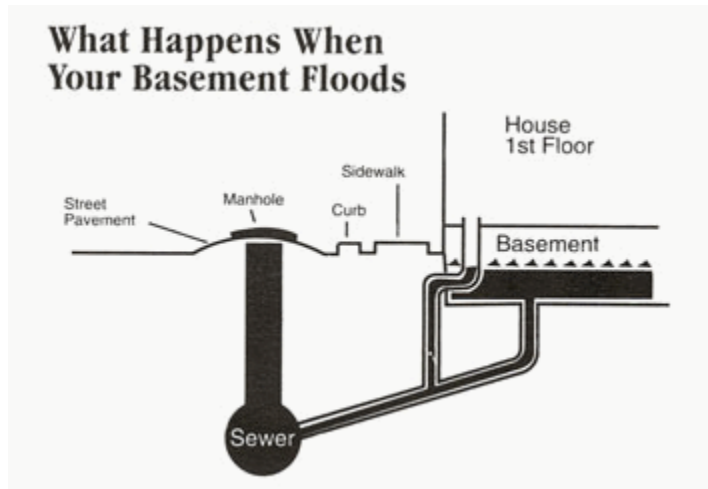
Restoration

All interior and exterior surfaces disturbed due to excavation shall be restored by the Contractor. Interior restoration however shall be limited to replacement of the Portland cement concrete floor slabs and not finished surfaces such as tile or carpeting.

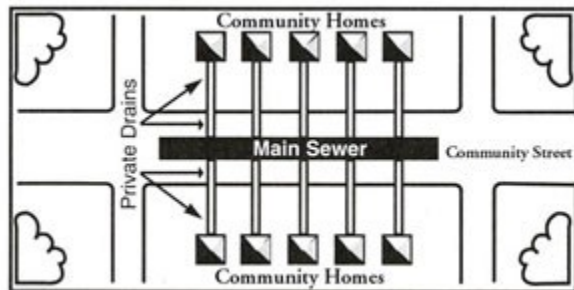
How do I protect my property from flooding?

Understanding the problem:

A sanitary sewer line drains toilet waste, laundry tubs, and (sometimes) the basement floor drain to the sanitary sewer main in the street. Clean stormwater and groundwater is handled by downspouts, footing drains, and sump pumps. Many older communities, like Forest Park, have a combined sewer system, meaning, storm and sanitary waters discharge in the same line. Often basement flooding is caused by these two sewer systems being interconnected. During a heavy rain, stormwater enters the sanitary sewers, overloading the main lines, backing up into the basements which then act as retention ponds until the heavy rains stop and the sewer lines clear at which time the waters in the basement subside.



Sewer backups can also be caused by events not related to storms or flooding. Individual service lines can be plugged by grease, waste, tree roots, breaks in the pipe, or saturated ground. Proper maintenance, like pouring tree root killer down the toilet or floor drain can prevent some of these problems.



Private Drains (laterals) are the Property Owner's responsibility

While the main sewer is the Village's responsibility

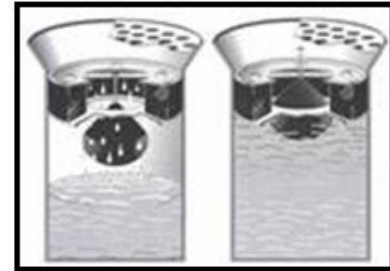
Prevention:

The village's sewer mains can also be plugged by the same causes, or by vandalism or illegal dumping in manholes. The village takes great care to try and prevent these occurrences and uses a Vac-all street sweeper to clear away leaves along the street and vacuum out the manholes.

There are a handful of ways to prevent sewer backup: floor drain plugs, floor drain standpipes, an overhead sewer, and a backflow prevention valve are helpful and work for structures with basements or below-grade floors.

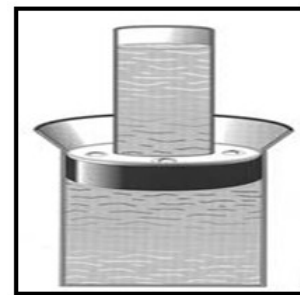
What is a Floor Drain Plug or a Standpipe?

The simplest and least expensive way to stop sewer backup is to plug the opening where it first occurs. This is at the floor drain, the sanitary sewer system's lowest opening in the house. A plug or a standpipe can be purchased at local hardware stores and are easy for the handyperson to install.



The floor drain plug stops water from flowing in either direction. Therefore, if the laundry tub overflows or other spillage occurs, it will stay in the basement unless the plug is removed. Because of this, it may be best to leave the plug out under normal circumstances and put it in place only during heavy rains.

One variation is a plug with a float. It allows water to drain out of the basement. When the sewer backs up, the float rises and plugs the drain. A float plug permanently installed will not interfere with the floor drain's normal operation.



A standpipe is an inexpensive alternative to a floor drain plug. When the sewer backs up, the water moves up the pipe. If properly installed, water pressure cannot build up to blow a standpipe out of the floor drain. The system works unless the backup is so deep that it goes over the top of the pipe.

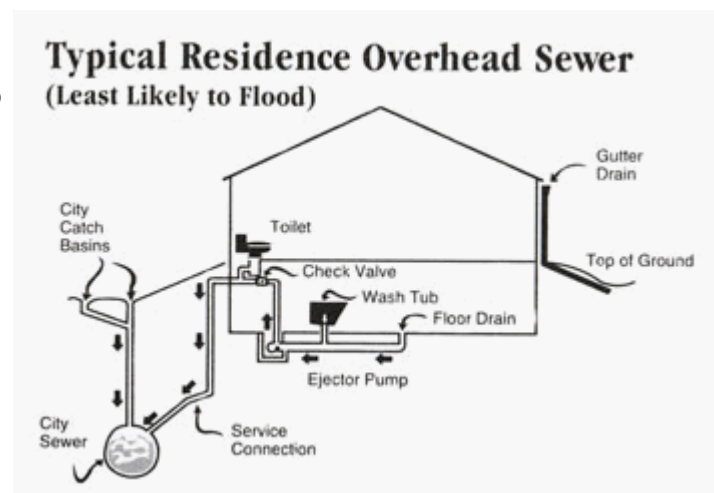
Precautions: A plug left in the floor drain may contribute to a wet basement if water from a laundry tub spill or a leaky pipe cannot drain out. Also, float plugs can jam open by a small amount of debris and if the plug is not tight enough, pressure can eject it. Neither the plug nor the standpipe stops backup from coming out of the next lower opening, like a laundry tub or basement toilet. Sealing the base of the toilet to the floor will protect you until the water backs up higher than the top of the bowl. Because water pressure depends on the height of water in the pipes, a standpipe does not reduce the pressure in the pipes. Because the pressure under the floor is the same with a standpipe or a plug, standpipes and plugs are only recommended for flood depths of one foot or less and for buildings with cast iron sewer lines underneath the floor. Greater pressure can cause the sewer line to break and the basement floor to crack.

What is an Overhead Sewer?

The overhead sewer system diverts sewage from plumbing fixtures on the first and higher floors to a new sewer line run above the basement floor. This line is connected, either in the basement or outside the foundation, to the original house sewer as it leaves the building.

The old sewer system is sealed. Any drainage from the basement level is pumped up into the overhead sewer.

Precautions: This system is probably the most effective, but also the most expensive. Power



outages will cause pumps to fail but upstairs plumbing fixtures may still be used. Only basement plumbing fixtures cannot be used.

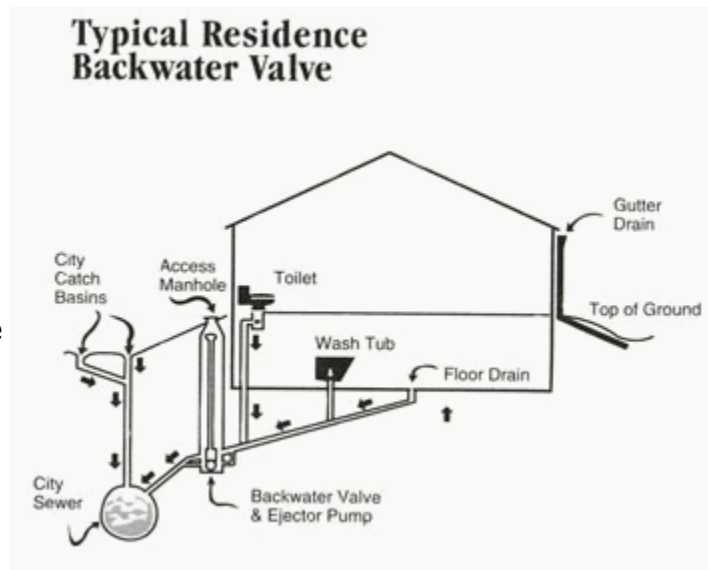
What is a Sewer Backflow (Check) Valve?

A Backflow Valve (or Check Valve) stops the water in the sewer pipes before it gets to the home. It includes installing two valves in a sewer line in a manhole in the front yard, well away from the basement wall, so there is less disruption during construction and no concerns over breaking the pipes under the basement floor. While not as foolproof as an overhead sewer, installation is less disruptive to the basement. Valves use a gate-like device to keep water from backing up into your basement. The two most common are the Automatic Check Valve and a combination Automatic Check Valve with a sewage ejector pump.

A check valve is installed along the private sewer line in the front yard which closes as soon as water begins to flow up the private drain from the main sewer preventing the backup from getting to the home. This method is highly effective however it should be noted that when the valve is closed during a backup, you have to avoid using water in the home - there is nowhere for it to go.

The check valve with a sewage ejector pump is the best option. This unit operates when the backwater valve closes and plumbing fixtures, etc., build up to a level behind the valve that activates the ejector pump. The pump is able to pump water against the pressure of the sewer backwater thus allowing you to continue your daily routines.

Most of these items require the use of a licensed, professional plumbing contractor. Before having any work done on your plumbing system, get a number of estimates from different contractors.



Applicant's Affidavit:

I, the undersigned, do hereby state that I have read the Village of Forest Park Home Flood-Proofing Assistance Program Outline and agree to adhere to the rules set forth therein.

I also certify that I am the owner and occupant of the subject property and that the information provided in this application is true and accurate.

Signature

Date _____

Low income limits chart:

1 PERSON	2 PERSON	3 PERSON	4 PERSON
\$52,200	\$59,650	\$67,100	\$74,550
5 PERSON	6 PERSON	7 PERSON	8 PERSON
\$80,550	\$86,500	\$92,450	\$98,450

Source: https://www.huduser.gov/portal/datasets/il.html#2021_data

**Must demonstrate low income status*

FOR OFFICE USE

Date stamp application upon receipt. Forward the application to the Village Administrator for processing. Reimbursement is subject to proof of payment by the applicant and approved code compliance upon completion of the project as listed below.

Reimbursement is not authorized without approvals as outlined below.

Approvals: (Upon completion of the project)

Building Department

Plumbing Inspector

Public Works

Final Approval - Village Administrator

Village of Forest Park

Home Flood-Proofing Assistance Program Grant Application



Mayor Rory Hoskins

Commissioner Byrnes—Commissioner Nero
Commissioner Maxham—Commissioner Voogd
Village Administrator Moses Amidei
Village Clerk Vanessa Moritz
Ph. 708-366-2323

Home Flood-Proofing Assistance Program Grant Application

Section I

Full Name of Applicant:

Home Address of Applicant:

_____ *

Phone Number and Email of Applicant:

**Must prove residency. Examples include a valid Driver's License or State I.D., + a current utility bill.*

Section II

Select the flood prevention system for which you are seeking reimbursement:

☐

Modification of the soil stack to direct the flow out of the house in a new **OVERHEAD SEWER** and elimination of all gravity drainage below the basement floor slab.

☐

Installation of an interior or exterior **BACK-FLOW PREVENTION VALVE** and bypass pump on the house lateral in an underground vault.

☐

LIFT STATION system within an inside or outside underground vault.

Section III

Homeowners are encouraged to obtain multiple quotes from **qualified Illinois licensed contractors** to complete the overhead sewer, the backflow prevention valve, or lift station.

A waiver of lien and a paid receipt must be submitted with the application in order to receive reimbursement.

Please complete the following in its entirety. This program is limited to owner-occupied, single family and two-flat residences within the corporate confines of the Village of Forest Park.

Qualifying applicants will be reimbursed for 50% of the cost for the installation of an approved flood prevention system, up to \$1,500 maximum / \$2,000 maximum for low income households*.

Applications will be accepted between January 1 and February 15 annually.

Program year begins May 1st and is subject to the availability of funds.

Installation of the flood control system cannot proceed until the appropriate building permits have been issued by the Village.

Applications are processed on a first come/first served basis.

**Please see page/panel #4 for low income limits chart.*

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 14, 2022

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:

- Reduction of an A1 license for Lantern Haus (7414 Madison);
- Reduction of an A2 license for Small Batch Barbeque (7441 Madison);
- Creation of a B1 license for Fiore (7407 Madison; they would like to sell packaged liquor in their market space).

Attachments

- Proposed Liquor Code Amendment Ordinance
- Current Liquor License Listing (as of 11/14/2022)

ORDINANCE O-_____ -22

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	17
A1	1,800.00	14 13
A2	1,600.00	5
A3	1,300.00	4
A4	250.00	0
A5	250.00	2
A6	1,200.00	0
A7	1,800.00	1
A8	1,800.00	2

B1	1,800.00	6 7
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 14th day of November, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Last Updated on November 14, 2022

<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	64	A	Scratch Kitchen	7445 Madison
12	38	A	Shanahan's	7353 Madison
13	6	A	O'Sullivan's	7244 Madison
14	40	A	McGaffers	7737 Roosevelt
15	48	A	Fiore	7407 Madison
16	79	A	N Rebozo	7403 Madison
17	81	A	Madison Park Kitchen	7525 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	36	A1	Mugsy's	7640 Madison
9	33	A1	Pioneer Tap	7443 Randolph
10	8	A1	Shortstop Lounge	7425 Madison
11	16	A1	Slainte Irish Pub	7505 Madison
12	7	A1	The Beacon	101 Circle
13	26	A1	Forest Park Tap Room	7321 Madison, Unit 1
1	4	A2	Charlie's Restaurant	7427 Roosevelt
2	23	A2	Chirrión Mexican Restaurant	7510 Madison
3	49	A2	Gaetano's	7636 Madison
4	41	A2	Kribi Coffee	7324 Madison Unit 11
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	75	A3	Mr. Beef and Pizza	123 Harlem
4	80	A3	Habrae	7230 Madison
1	12	A5	Altenheim	7824 Madison
2	63	A5	American Legion Hall	500 Circle
1	18	A7	Exit Strategy Brewing Company	7700 Madison
1	77	A8	Foundry/FP	7503 Madison St
2	76	A8	Table and Lain	7322 Madison
1	21	B1	USA Beverage	7200 Madison
2	10	B1	Suburban Liquors	7612 Madison
3	60	B1	Cardinal Wine and Spirits	7533 Roosevelt
4	11	B1	Famous Liquors	7714 Madison
5	32	B1	Forest Park Liquors	7429 Madison
6	78	B1	Wal-mart	1300 Desplaines
7	82	B1	Fiore	7407 Madison
1	65	C	Starship Restaurant & Catering	7618 Madison
2	31	C	Yum Thai Restaurant	7748 Madison
1	66	O	Starship Catering	7618 Madison

TO: Mayor Hoskins
Commissioners
Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: November 8, 2022

RE: Professional agreements for Council consideration

Presented for Council consideration are three agreements for professional services:

- Kane, McKenna and Associates, Inc. for annual TIF reporting with the State of Illinois Comptroller. KMA will prepare and file the FY2022 TIF reports on the (4) TIF districts and other services as outlined in the proposal. These fees are paid from the TIF funds. This will be the final year of reporting on the Mall TIF as all liabilities are paid in full and the fund balance is zero as of April 30, 2022.
- Kane, McKenna Capital, Inc. for bond reporting on the Series 2011 Debt Certificate and the Series 2012 Bond. KMC will prepare and file the necessary documents required as per bond issuances. This will be the final year of reporting on the Series 2011 Debt Certificate as this debt was paid in full in November 2021. Reporting fees are paid from the General and Water funds. The Series 2012 bond is paid from the VIP fund; this bond expires in December 2025.

These two agreements are presented annually for the preparation and filing of reporting as required. Each filing is dependent upon completion of the annual audit. The timeline for the TIF reports per the State of Illinois Comptroller is 180 days after the close of the fiscal year or as soon thereafter as the audited financial statements become available, and Continuing Disclosure by December 31 of each calendar year.

- Kane, McKenna and Associates, Inc. consulting agreement for review of potential redevelopment of 7901 Roosevelt Road. KMA will review the developer's proposals and financial statements, and work with Village staff and legal counsel for any economic incentives that may be afforded to the developer. Incentives may include sales tax sharing or tax increment financing from the Roosevelt Road TIF. Similar agreements previously existed between the Village and Currie Motors, and Hawk Chrysler Dodge Jeep. Expenses associated with the agreement will be paid from the Roosevelt Road TIF.

Kane McKenna has experienced knowledge of Forest Park, and has worked with the Village on several redevelopment plans and designation of TIF districts. Details on each agreement are provided on the consultant's proposals. Thank you for your consideration.

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING APPROVAL OF A CONSULTING
SERVICES LETTER AGREEMENT BY AND BETWEEN THE
VILLAGE OF FOREST PARK AND KANE, McKENNA AND ASSOCIATES, INC.**

WHEREAS, due to the professional skills required to perform financial incentive advisory services, it is, in the opinion of a majority of the corporate authorities of the Village of Forest Park ("Village"), advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for financial incentive advisory services for the purpose of assisting the Village with matters pertaining to analyzing and advising the Village with respect to financial assistance for potential sales tax and/or tax increment financing assistance for the proposed automobile dealership at or near Roosevelt Road and Desplaines Avenue ("Services"); and

WHEREAS, it is in the best interests of the Village to enter into that certain letter agreement, dated October 6, 2022 ("Letter Agreement"), by and between the Village and Kane, McKenna and Associates, Inc. ("KMA") for the purpose of assisting the Village with matters pertaining to the Services.

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

Section 1. It is hereby determined that, due to professional skills required to perform the Services, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and has negotiated a satisfactory agreement with KMA to provide the requested scope of Services to the Village.

Section 2. The Mayor be and is hereby authorized to execute on behalf of the Village that certain Letter Agreement by and between the Village and KMA, as attached hereto as and made a part hereof as Exhibit "A", subject to and contingent upon KMC executing and delivering to the Village the Certification Form, attached hereto as Exhibit "B" and made a part hereof.

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 24th day of October, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of October, 2022.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"
LETTER AGREEMENT



October 6, 2022

Mr. Moses Amidei
Village Administrator
Village of Forest Park
517 DesPlaines Avenue
Forest Park, Illinois 60103

RE: Consulting Services Agreement – Village of Forest Park Retail Business Proposal

Dear Mr. Amidei:

We are pleased to submit this Agreement to assist the Village of Forest Park (the “Village”) regarding consulting services related to proposed retail business (the “Developer”) proposed development at or near Roosevelt Road and DesPlaines Avenue in the Village (the “Project”).

SCOPE OF SERVICES

PREPARE TIF PROJECTIONS AND PROJECT ANALYSIS

Kane, McKenna and Associates, Inc. (the “Consultant”) will assist the Village regarding the following services:

1. Review of Developer Proposals and Financing Analysis. Review the Developer’s investment analysis and analyze financing assumptions. Also calculate the investment returns using our own set of assumptions based on industry data for similar types of development projects and with adjustments to project cost and rental income, if appropriate.
2. Finance Structuring/Redevelopment Agreement Preparation
 - a) Project Update. Update, revise and refine pro formas and Project financial analysis as required by any negotiations.
 - b) Summary Materials. Assist the Village staff, the Village attorney, and the Village Administrator, in the preparation of summary materials including the development of a framework for financing.
 - c) Follow-Up. Assist Village in any follow-up, as required.



Mr. Moses Amidei
Page Two
October 6, 2022

3. Arrange and attend meetings with the Village pertinent to the negotiation of any agreements.
4. Provide assistance and information necessary for resolution of any Project agreement related issues between the Village and the Developer.
5. Evaluate pros and cons if utilizing tax increment financing or sales tax sharing if the Village determine to provide any public financing.
6. Assist the Village in drafting and/or redrafting any agreements in conjunction with the Village attorneys for presentation and negotiations and otherwise perform all duties necessary to facilitate any required agreements on behalf of the Village.
7. Project anticipated new revenues (sales tax and property tax) to be generated from potential specific development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development project's characteristics and potential.
8. Provide the Village with recommendations regarding proposed revenue/cost projections and the potential funding advantages and disadvantages of various public financing strategies.

All of the above shall be undertaken under the direction of the Village, and the Consultant is reliant upon cooperation, information and data supplied by the Village to undertake the professional services described above.



Mr. Moses Amidei
Page Three
October 6, 2022

COMPENSATION FOR SERVICES

The Village will be billed monthly for hours expended by the Consultant on the Village's behalf according to the following schedule:

<u>Personnel</u>	<u>Hourly Rates</u>
Chairman/President	\$275.00/Hour
Executive Vice President	\$250.00/Hour
Officers	\$225.00/Hour
Associates	\$200.00/Hour
Administrative	\$ 50.00/Hour

We estimate such services to be in the range of \$15,000 to \$20,000, but the estimate would be modified depending on the level of services required by the Village or the number of meetings.

This Letter of Agreement is effective as of October 6, 2022, regardless of its actual date of execution.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

Sincerely,

AGREED:

Date 10-6-2022

Date _____

EXHIBIT "B"

CERTIFICATION FORM

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

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of Kane, McKenna and Associates, Inc. and as such hereby represent and warrant to the Village of Forest Park, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;

- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not,

directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

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

Dated: _____, 2022

Contractor:

KANE, McKENNA AND ASSOCIATES, INC.

By _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Dated: _____, 2022

Notary Public

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING APPROVAL OF A FINANCIAL
ADVISOR LETTER AGREEMENT BY AND BETWEEN THE
VILLAGE OF FOREST PARK AND KANE, McKENNA CAPITAL, INC.**

WHEREAS, due to the professional skills required to perform financial advisory services, it is, in the opinion of a majority of the corporate authorities of the Village of Forest Park ("Village"), advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for financial advisory services for the purpose of assisting the Village with matters pertaining to the Continuing Disclosure Undertaking for the \$3,055,000 General Obligation Refunding Debt Certificates (Limited Tax) Series 2011, and the \$6,745,000 Village of Forest Park General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012 (collectively, the "Disclosure Undertakings"); and

WHEREAS, it is in the best interests of the Village to enter into that certain letter agreement, dated October 12, 2022 ("Letter Agreement"), by and between the Village and Kane, McKenna Capital, Inc. ("KMC") for the purpose of assisting the Village with matters pertaining to the referenced Disclosure Undertakings.

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

Section 1. It is hereby determined that, due to professional skills required to perform the financial advisory services, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and has negotiated a satisfactory agreement with KMC to provide the requested scope of services for the referenced Disclosure Undertakings.

Section 2. The Mayor be and is hereby authorized to execute on behalf of the Village that certain Letter Agreement by and between the Village and KMC, as attached hereto as and made a part hereof as Exhibit "A," subject to KMC providing the certification form attached hereto and made a part hereof as Exhibit "B."

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 24th day of October, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of October, 2022.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"

**KANE, MCKENNA CAPITAL, INC.
LETTER AGREEMENT**

October 12, 2022



Honorable Rory E. Hoskins
Mayor
Village of Forest Park
517 Des Plaines Avenue
Forest Park, Illinois 60130-1801

RE: Continuing Disclosure Undertaking for Bond Issues

Dear Mayor Hoskins:

Kane, McKenna Capital, Inc. is pleased to present this Proposal for services to assist the Village in filing the Continuing Disclosure Undertaking for the \$3,055,000 General Obligation Refunding Debt Certificates (Limited Tax) Series 2011, and the \$6,745,000 Village of Forest Park General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012. In the Undertaking, the Village made a commitment to provide audited financial statements and certain other Annual Financial Information on an annual basis to various national repositories. The Undertaking was entered into at the time of the bond issuance, pursuant to a Securities and Exchange Commission rule.

Kane, McKenna would provide the following services to the Village:

- 1) Obtain updated Annual Financial Information as required in the Undertaking;
- 2) Assemble data required for the Annual Financial Information portion of the Undertaking;
- 3) Prepare the Continuing Disclosure Undertaking documents and material event disclosures currently required to be filed and send electronically to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) system.

Kane, McKenna will prepare and complete the necessary filing of the documents required for the Continuing Disclosure Undertaking for the Series 2011 Debt Certificates, and the Series 2012 Bonds, for the Village's fiscal year ended April 30, 2022 together with any such material event disclosures currently required to be filed (the "Continuing Disclosures").

Kane, McKenna is hereby authorized to file the Continuing Disclosures through the EMMA system.

150 North Wacker Drive T 312 . 444 . 1702
Suite 1600 F 312 . 444 . 9052
Chicago, Illinois 60606

Honorable Rory E. Hoskins
Page Two
October 12, 2022



Kane, McKenna would provide these services based upon an hourly billing schedule for hours incurred on the Village's behalf, as follows:

<u>Personnel</u>	<u>Hourly Rate</u>
President	\$275.00/Hour
Executive Vice President	\$250.00/Hour
Officers	\$225.00/Hour
Associates	\$200.00/Hour
Administrative	\$ 50.00/Hour

Estimated total fees for these services are \$3,000 to \$5,000. The effective date of this Agreement shall be October 12, 2022, regardless of actual date of execution.

Please indicate your acceptance of this Proposal by executing the original and copy, retaining the copy for your files and returning the original to us.

We appreciate your consideration of our Proposal to provide financial consulting services to the Village.

Sincerely,

Philip McKenna
President

AGREED:

Philip McKenna, President
Kane, McKenna Capital, Inc.

10-12-2022
Date

Village of Forest Park

Date

cc: Moses Amidei
Letitia Olmsted

EXHIBIT "B"

CERTIFICATION FORM

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

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of Kane, McKenna Capital, Inc. and as such hereby represent and warrant to the Village of Forest Park, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not,

directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

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

Dated: October ____, 2022

Contractor:

KANE, McKENNA CAPITAL, INC.

By _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Dated: October ____, 2022

Notary Public

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING APPROVAL OF AN
ANNUAL TIF REPORTING LETTER AGREEMENT BY AND BETWEEN THE
VILLAGE OF FOREST PARK AND KANE, McKENNA AND ASSOCIATES, INC.**

WHEREAS, due to the professional skills required to perform financial advisory services, it is, in the opinion of a majority of the corporate authorities of the Village of Forest Park ("Village"), advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for financial advisory services for the purpose of assisting the Village with matters pertaining to the Village's annual Tax Increment Financing ("TIF") Districts reporting requirements ("Annual TIF Reporting") for the Village "Mall TIF," "Roosevelt/Hannah TIF," "Brown Street Station TIF," and "Roosevelt Corridor TIF"; and

WHEREAS, it is in the best interests of the Village to enter into that certain letter agreement, dated October 12, 2022 ("Letter Agreement"), by and between the Village and Kane, McKenna and Associates, Inc. ("KMA") for the purpose of assisting the Village with matters pertaining to the Village's Annual TIF Reporting obligations.

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

Section 1. It is hereby determined that, due to professional skills required to perform the financial advisory services, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and has negotiated a satisfactory agreement with KMA to provide the requested scope of services for the Village's Annual TIF Reporting obligations.

Section 2. The Mayor be and is hereby authorized to execute on behalf of the Village that certain Letter Agreement by and between the Village and KMA, as attached hereto as and made a part hereof as Exhibit "A," subject to KMA providing the certification form attached hereto and made a part hereof as Exhibit "B."

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 24th day of October, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 24th day of October, 2022.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"

**KANE, MCKENNA AND ASSOCIATES, INC.
LETTER AGREEMENT**

Kane, McKenna
and Associates, Inc.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606
T 312.444.1702
F 312.444.9052

October 12, 2022



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

RE: VILLAGE OF FOREST PARK ANNUAL TIF REPORT

Dear Mayor Hoskins:

The following is a proposal for Kane, McKenna and Associates, Inc. to prepare the Village's Annual TIF Reports for the fiscal year ending April 30, 2022 for the following TIF Districts: (a) Mall; (b) Roosevelt/Hannah; (c) Brown Street Station, and (d) Roosevelt Road Corridor.

SCOPE OF SERVICES

- 1) Work with the Village Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- 2) Assist the Village to prepare the necessary report components including certifications, as specified in State law.
- 3) Assist the Village in preparation and delivery of the fiscal year 2022 TIF Reports to all affected taxing districts and the Joint Review Board.
- 4) Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF District(s).
- 5) Assist the Village staff to prepare taxing district notices for all Joint Review Board meetings to coordinate such meetings.

150 North Wacker Drive T 312 . 444 . 1702
Suite 1600 F 312 . 444 . 9052
Chicago, Illinois 60606

Honorable Rory E. Hoskins
Page Two
October 12, 2022



Kane, McKenna and Associates, Inc. proposed the following hourly billing schedule:

<u>Personnel</u>	<u>Hourly Rate</u>
President	\$275.00/Hour
Executive Vice President	\$250.00/Hour
Officers	\$225.00/Hour
Associates	\$200.00/Hour
Administrative	\$ 50.00/Hour

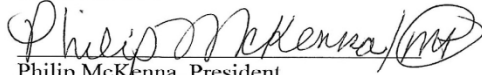
Kane, McKenna and Associates, Inc. is prepared to begin work immediately upon authorization of this Agreement. We anticipate that costs associated with all four fiscal 2022 reports will range from \$6,000 to \$7,000. The effective date of this Agreement shall be October 12, 2022, regardless of actual date of execution.

Please indicate Village acceptance of this Agreement by executing the original and copy and returning the original to our offices. We look forward to working with you.

Sincerely,


Philip McKenna
President

AGREED TO:


Philip McKenna, President
Kane, McKenna and Associates, Inc.

10-12-2022
Date

Village of Forest Park

Date

cc: Moses Amidei
 Letitia Olmsted

EXHIBIT "B"
CERTIFICATION FORM

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

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of Kane, McKenna and Associates, Inc. and as such hereby represent and warrant to the Village of Forest Park, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;

- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 1-7-3 of the Village Code of the Village of Forest Park;
- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not,

directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

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

Dated: October ____, 2022

Contractor:

KANE, McKENNA AND ASSOCIATES, INC.

By _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Dated: October ____, 2022

Notary Public

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

November 14, 2022

Issue Statement

Request for Village Council action: Resolution Authorizing an Intergovernmental Master Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)

Background

The Village of Forest Park is part of MABAS (Mutual Aid Box Alarm System). This agency established the system of mutual aid between municipalities and other fire agencies. We use it on a day-to-day basis for all types of emergencies. Most fire departments do not have the staffing required to effectively mitigate these types of or number of emergencies that happen every day.

This new MABAS agreement is only being updated to reflect how the mutual aid system is expanding into additional states. This will allow the cities that are on the border of other states to give and receive mutual aid across state lines. This practice has already been happening for years. Every city/town/village that uses MABAS has to sign this agreement.

Attachments

- Resolution/Ordinance approving new MABAS Agreement (agreement attached thereto)

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
MASTER AGREEMENT FOR PARTICIPATION
IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement on or about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of the Village of Forest Park ("Village") have determined that it is in the best interests of this the Village and its residents to enter into a Mutual Aid Box Alarm System Master Agreement dated October 19, 2022, to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

SECTION ONE: INCORPORATION OF RECITALS. That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT. That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute on behalf of the Village the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER. All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY. This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 14th day November, 2022, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of November, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of November, 2022.

Vanessa Moritz, Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CLERK'S CERTIFICATE

I, Vanessa Moritz, the duly qualified and acting Clerk of the Village of Forest Park, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Resolution entitled:

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
MASTER AGREEMENT FOR PARTICIPATION
IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Resolution was duly adopted by said Village Council at a meeting held on the 14th day of November, 2022.

I do further certify that a quorum of said Council was present at said meeting, and that the Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____day of November, 2022.

Vanessa Moritz, Village Clerk

EXHIBIT A



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
 - Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
 - R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
 - S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
 - T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
 - U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
 - V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ____ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

Memo

To: Village Council
From: Fire Chief Phil Chiappetta
Date: 10/31/2022
Re: Firefighter Gemmel Resignation / Filling Vacancy

Forest Park Village Council,

Firefighter John Gemmel turned in his letter of resignation last week. His last day will be November 11, 2022. I am requesting that you approve filling the vacancy that this will create within the Fire Department. There is an active eligibility list. If you have any questions please don't hesitate to ask.

Thank you,



Phil Chiappetta

Fire Chief



2022 OCT 26 PM 3:12

VILLAGE OF FOREST PARK

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

APPLICATION INFORMATION

- Type of Organization:**
- | | |
|--------------------------------------|--|
| <input 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: 209 Scholarship (formerly 209 Together)

Address: [REDACTED] Forest Park, IL 60130

Applicant's Name: April Baker

Email Address: [REDACTED] Phone: [REDACTED]

Length of time organization has been in existence: 3 years

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

Place: Forest Park, IL Date: 4/11/2019

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

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

OFFICER INFORMATION

President/Chairperson's Name: April Baker

Address: [REDACTED]

Telephone #: [REDACTED]

Email: [REDACTED]

Secretary's Name (if applicable): _____

Address: _____

Telephone #: _____

Email: _____

Treasurer's Name: Sarah Gasse

Address: [REDACTED]

Telephone #: [REDACTED]

Email: [REDACTED]

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): 11/10/22 to 11/10/22

Area(s) where Raffle Tickets will be sold: Forest Park

Raffle Ticket Price: \$5/each

Maximum number of tickets to be sold: 250

Drawing(s):

Date(s) and time(s) of raffle drawing: 11/10/22 between 6pm-9pm

Location of raffle drawing(s): Foundry / FP 7503 Madison St, Forest Park, IL 60130

RAFFLE INFORMATION

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

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

Retail Cost

20 bottles of wine:

\$ Between \$7 - \$50/each

\$ _____

\$ _____

\$

\$ _____

\$ _____

§ _____

\$ _____

§ _____

\$ _____

§ _____

§ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ \$400

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.


Applicant


President/Chairman

Secretary

Raffle Manager

Subscribed and sworn to me this 26th day of October, 20 22

Notary Public



OFFICIAL SEAL
MARGARET A WILKINSON
NOTARY PUBLIC, STATE OF ILLINOIS
(SEAL)
COOK COUNTY
MY COMMISSION EXPIRES 09/01/2024



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: 11-4-2022

Group Name		Telephone Number		Fax Number	
Village of Forest Park 2/22/2023		(708) 771-7737			
Contact Person			Email address		
Brenda Powers			bpowers@forestpark.net		
Mailing Address		City	State	Zip Code	
7640 Jackson Blvd Forest Park, IL 60130					
Trip Date	Cost Per Person	Total Number Passengers	Total Amount Due Checks payable: Casino Group Inc.		
2-22-2023	\$27.00	50	Amount Due \$ 1,350.00 Total Amount Due \$ 1,350.00 All discounts will be applied once, we receive the first submitted manifest. The total amount will be adjusted when final payment is due.		

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.



15 Instant Slot Credit & 10 Food Credit

Charter Contract
New Buffalo, MI

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

FULL PAYMENT & MANIFEST

Booking Date: 11-4-2022

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 weekday trips must be received no later than 48 hours prior to trip date. All weekend trips that have add-ons or cancellations 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 30-39 per person \$43.00
 - Groups of 40-49 per person \$33.00
 - Groups of 50-57 per person \$27.00

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. 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

15 Instant Slot Credit & 10 Food Credit

FULL PAYMENT & MANIFEST

Booking Date: 11-4-2022

FAX NUMBER 708-389-7480

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 60418, 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: 2/12/2022

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

Group Name: Village of Forest Park 2/22/2022

Please sign and return this page.



Howard Mohr Community Center/ Village of Forest Park

Wednesday,
February 8, 2023

EVENT CONTRACT

ACCOUNT: Howard Mohr Community Center/
Village of Forest Park

EVENT ID: 28601763

CONTACT: Brenda Powers

SALES MANAGER: Jared Walters

ADDRESS:

EMAIL: jwalters@imcmv.com

EMAIL: bpowers@forestpark.net

PHONE: (312) 496-3840

PHONE: 708-707-6502

EVENT SUMMARY

Name	Date	Time	Areas	Gtd	Event F&B Min
Howard Mohr Community Center/Village of Forest Park	2/8/2023	11:00 am - 12:30 pm	Non-Exclusive	30	

FOOD

Qty.		Price	Total
30	<u>VOLCANO MENU</u> <i>Assorted Soft Drinks Included</i> Shared Appetizer Selection: Appetizer Trio <u>Choice of Entrée</u> Cheeseburger in Paradise Our signature burger topped with American cheese, lettuce, sliced tomato, and pickles. Served with French fries Jimmy's Jammin' Jambalaya Cajun rice loaded with shrimp, chicken, and Andouille sausage simmered in a spicy broth Chicken and Broccoli Pasta Chicken and broccoli tossed with cavatappi pasta in an Alfredo cream sauce, topped with Parmesan cheese Baja Crab Cake Sandwich A seared Baja crab cake and topped with lettuce, tomato, and	\$30.00	\$900.00

Cajun remoulade on a brioche bun

LandShark Lager Fish & Chips

Hand-dipped in our LandShark batter, fried and served with jalapeno tartar sauce, and French fries.

ESTIMATED BILLING

		Total
Food		\$900.00
Subtotal		\$900.00
Service Charge	21.0%	\$189.00
State Sales Tax	11.5%	\$125.24
Grand Total		\$1,214.24
Estimated Amount Due		\$1,214.24



Howard Mohr Community Center/ Village of Forest Park

Wednesday,
February 8, 2023

TERMS AND CONDITIONS

1. GUARANTEES

- A guaranteed final count is due THREE (3) business days prior to your event. If no guarantee is received, client will be charged for whichever is greater of:
 - the number of guests originally contracted; or
 - for the number of guests in attendance
- Should the actual number of guests fall below the guarantee, client will be charged for the number of guests guaranteed.
- In addition, IMCMV will not be obligated to serve or set up for more than 5% above the guaranteed number
- IMCMV does not guarantee seating in any specific area of the restaurant, nor does it guarantee any specific table arrangement.

2. DEPOSIT/PAYMENT

- A 50% deposit is due 30 days prior to the booking. The remaining balance, excluding any on-consumption Open Bar, food/guest count increases the day-of, etc., is due THREE business days prior to your event when the final guarantee is provided.
- The onsite contact is responsible for payment for any additional items ordered not outlined in the agreement.

3. CANCELLATION

- All cancellations must be made in writing.
- Cancellations with less than 7 days' notice will be charged a 50% cancellation fee.
- No-shows will be responsible the full contracted value of the event.
- The parties agree that the sums are not a penalty but represent a reasonable effort on behalf of IMCMV to establish its loss prospectively and represent liquidated damages. Such payment shall be made by credit card and shall accompany notice from the Client to cancel this agreement. Any attempt to cancel without the inclusion of payment, as set forth above, shall be invalid.

4. ARRIVAL

- The entire group must be present to be sat. Tables will be only be held 15 minutes beyond

contracted start time. After that, tables will be released and the group can be sat on a first come, first serve basis or have their meals prepared to go. If you know in advance that your group is running late, please contact us as soon as possible.

5. USE OF OUTSIDE VENDORS

- Alcoholic beverages are prohibited from being brought into the restaurant. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor, limit and/or refuse service of, and the consumption of alcoholic beverages.
- Displays, signs, and decorations may not be used without express written permission from IMCMV. Client agrees to be responsible for any damage done to equipment or restaurant during their use of premises. IMCMV is not responsible for loss or damage to any property brought into or left in the restaurant by client, its employees or guests.

6. FORCE MAJEURE

- A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against (i.e., governmental shutdowns, pandemics, fire, flood, earthquake, storm, hurricane or other natural disaster, war, acts of combatants, terrorist acts, labor disputes, prolonged power or utility outages, etc.).
- This Agreement is void if it cannot be performed due to uncontrollable circumstances on our part or Force Majeure Occurrence. If food or services specified cannot be furnished for any reason due to such circumstances, other food and services may be substituted at prices ordinarily charged for them, but not in excess of the price agreed upon.
- Neither party shall be liable for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, provided the party experiencing the difficulty gives prompt written notice of the occurrence of the cause relied upon.

7. LIABILITY

- Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall IMCMV aggregate liability arising out of or relating to this Agreement exceed the amounts paid by Client hereunder.
- Client understands that consuming raw and undercooked meats, poultry, fish/shellfish or eggs may increase the risk of foodborne illness, especially if a guest has certain medical conditions.
- Client acknowledges that the handling and storage of any leftover food items are the Client's sole responsibility and Client agrees to release and hold IMCMV harmless from any and all claims arising from the preparation and consumption of leftover food item.

Client Signature

No signature on file



Howard Mohr Community Center/ Village of Forest Park

Wednesday,
February 8, 2023

CREDIT CARD AUTHORIZATION

ACCOUNT: Howard Mohr Community Center/
Village of Forest Park

EVENT ID: 28601763

CONTACT: Brenda Powers

SALES MANAGER: Jared Walters

ADDRESS:

EMAIL: jwalters@imcmv.com

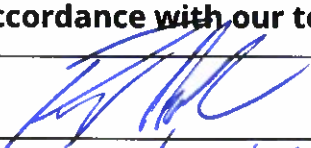
EMAIL: bpowers@forestpark.net

PHONE: (312) 496-3840

PHONE: 708-707-6502

Please fill in the following form to secure your reservation on Wednesday, February 8, 2023 at Margaritaville Chicago. The deposit for this event is and will be charged to the card below. The remaining balance will be charged THREE days prior to your reservation, and any on-consumption items or packages, items/guest count increases the day of will be presented to the host to be paid at the close of the event.

Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature: 	
Print Name: <u>Rony Haskins</u>	
Date: <u>11/7/2022</u>	

Group Sales Contract

Account # 575689 **Order #** 3669397 **Order Date** 11/4/2022
Name Brenda Powers
Representing Howard Mohr Community Center of Forest Park
Address 7640 Jackson Blvd
Forest Park IL 60130

Contracted by aking
Daytime Phone (708) 771-7737
Evening Phone (708) 771-7737
Cell
E-mail bpowers@forestpark.net

Production Wuthering Heights

Day/Date Wednesday, February 08, 2023

Arrival time 12:15 PM

Performance Time 1:00 PM

Estimated departure time 2:45 PM

► Please arrive no later than the time stated. A more accurate departure time will be available once the production opens.

Seats Reserved

<u>Seat Type</u>	<u>Seat Price</u>	<u>Number of Seats</u>	<u>Total Price</u>
Group	\$61.00	25	\$1,525.00
Totals		25	\$1,525.00

► **FINAL DATE TO REDUCE NUMBERS (10% MAXIMUM): 01/18/2023**

Payment Schedule

	<u>Due Date</u>	<u>Amt Due</u>
Deposit	11/18/2022	\$381.25
Balance	1/18/2023	\$1,143.75
Total		\$1,525.00

Important!

Please fill out the following. (If not known at this time, please contact the Box Office at least two weeks prior to your performance.)

Age Group: _____ **Arriving by (circle and indicate #s):** Buses # _____ Vans # _____ Cars # _____ CTA

Wheelchair seating or other special accommodations required? (please detail): _____

Additional comments:

SIGN AND DATE BELOW, AND RETURN WITH YOUR DEPOSIT.

► **Note 1/18/2023 on your calendar as the final date on which you may reduce the number of tickets for your group.**

I have read and agreed to this contract and the enclosed "Terms and Conditions."

Signature of group representative: _____

Date: _____

Make checks payable to Chicago Shakespeare Theater and mail to:

Chicago Shakespeare Theater • Attn: Box Office • 800 East Grand Avenue • Chicago, IL 60611 • 312.595.5678

FOR OFFICE USE ONLY

Deposit Received _____	Amount _____	Check # _____	Check Date _____
Balance Received _____	Amount _____	Check # _____	Check Date _____