

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

December 19, 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: 3126266799; Meeting ID 849 4824 6787; Passcode 658385 or by clicking here:

<https://us02web.zoom.us/j/84948246787?pwd=SVMvSTlYb3Fod05pT1lyVzBGbzVnQT09>

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

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

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. November 28, 2022 Village Council Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
 - a. Finance Report – As of October 31, 2022
 - b. Fire Department Report – November 2022
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated December 19, 2022
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Ordinance Approving the Annual Tax Levy for Fiscal Year beginning May 1, 2022 and ending April 30, 2023
 - b. Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the 2022 Tax Levy Year
 - c. Ordinance Specifying Funds to be Reduced by the County Clerk in the Event the Village's Levy Exceeds a Statutory Tax Limitation
 - d. Ordinance Amending Section 2-8 of Chapter 8 of Title 2 of the Municipal Code of the Village of Forest Park (Environmental Control Commission)
 - e. Resolution Confirming the Appointment of the Members to the Forest Park Environmental Control Commission
 - f. Resolution Approving an Animal Boarding Services for Impounded Animals Agreement with the Animal Care League
 - g. Resolution Approving a 2023 Paratransit Service Provider Agreement Between Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park
 - h. Resolution Approving Pay Request #1 and Final Submitted by J. Nardulli Concrete, Inc. in the amount of \$266,975.72 Regarding the 2022 Alley Improvements Project

- i. Resolution Authorizing the Execution of Pay Request #1 for the Rehabilitation of the 500,000 Gallon Hydropillar High Water Tank at 7435 Franklin Street Project to Tecorp, Inc.
- j. Motion directing Board of Fire and Police Commissioners to offer employment to next eligible Probationary Police Officer due to officer resignation
- k. Approval: Raffle License Application - Windmills Softball Organization Fundraiser

10. ADMINISTRATOR'S REPORT

11. COMMISSIONER REPORTS

- a. Mayor – Recognition of Service Anniversaries of Various Village Employees

12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, NOVEMBER 28, 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. It was noted that Commissioner Nero was attending remotely, in compliance with section 1-4-4-H, of the village code of the Village of Forest Park.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the minutes from the November 14, 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.

PUBLIC COMMENT

None.

COMMUNICATIONS:

None.

DEPARTMENT REPORTS:

The Police Department submitted its September/October, 2022 report.

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 \$1,175,025.19

**R-106-22
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$1,175,025.19
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Voogd and seconded by
Commissioner Nero that the Resolution authorizing the sale or
disposition of surplus property (2 police vehicles) of the Village
of Forest Park be adopted.

**O-42-22
ORDINANCE TO DISPOSE
OF SURPLUS POLICE
VEHICLES
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by
Commissioner Voogd that the Ordinance amending section 4-
2-5, entitled "Charges," of Chapter 2, entitled "Garbage,
Refuse and Waste," of Title 4, entitled "Health and Sanitation,"
of the code of the Village of Forest Park be adopted.

**O-43-22
ORDINANCE AMENDING
GARBAGE, REFUSE AND
WASTE FEES
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by
Commissioner Maxham that the Resolution determining the
Estimated Property Taxes to be levied by the Village of Forest
Park for the 2022 Tax Year be adopted.

**R-107-22
RESOLUTION
DETERMINING THE
ESTIMATED PROPERTY
TAXES TO BE LEVIED FOR
2022 TAX YEAR
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of one (1) AFSCME Police Department Information Management Records Clerk be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-108-22
RESOLUTION WAIVING
IMRF HIRING FREEZE RE:
POLICE DEPARTMENT
RECORDS CLERK
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving and authorizing the execution of the CompleteLink 2.0 rate and discount schedule for phone services by and between AT&T and the Village of Forest Park, Illinois be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-109-22
RESOLUTION APPROVING
PHONE SERVICES
AGREEMENT WITH AT&T
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving Pay Request #1 (Final) for the 2022 Sidewalk Improvements Project from J. Nardulli Concrete, Inc. be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-110-22
RESOLUTION APPROVING
FINAL PAYMENT FOR 2022
SIDEWALK
IMPROVEMENTS PROJECT
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving pay request #5 (Final) for the Altenheim Demolition Project to KLF Enterprises be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-111-22
RESOLUTION APPROVING
FINAL PAYMENT FOR
ALTENHEIM DEMOLITION
PROJECT
APPROVED**

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the Raffle License Application submitted by the Village of Forest Park Community Center for their December 7, 2022, Toy Drive Fundraising event be approved.

**TOY DRIVE RAFFLE
LICENSE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

None

COMMISSIONER'S REPORTS:

Commissioner Byrnes reported that the Holiday Walk on Madison is this Friday. The commissioner thanked the Fire Department for going to the North Pole to transport Mr. and Mrs. Claus to Forest Park.

Commissioner Maxham reported that she has been appointed as liaison to the Citizen's Advisory Board and she attended her first meeting on November 16th and she is looking forward to participating on the board. Last, the commissioner reminded us that next Monday is an Altenheim Advisory Committee meeting, and advised that there will be several presentations at this meeting. The public is invited to attend.

Commissioner Voogd thanked the Public Works director and staff for the preparation for the Holiday Walk on Friday. The commissioner reported that Allison and Juliette Harrison stopped by the Public Works garage to check out the new Dog Agility Toys, which were purchased through their fundraising efforts. The toys are slated to be installed in the Spring. The Recreation Board is planning their 2023 Arbor Day Event, their Spring Cleanup and the Dog Park Grand Reopening in the Spring. There are still some vacancies on this board. Anyone interested in volunteering can find the forms on the village's website. Last, the commissioner reported that Cook County Commissioner, Toni Preckwinkle, has announced that Forest Park is going to be one of the awardees of \$5.5 million in funding for Electric Vehicle Charging stations. We are currently looking at locations in Forest Park for the future installation.

Mayor Hoskins reported that Police Chief Gross is starting another Citizen's Police Academy in 2023. The Academy will be held starting in January on Thursdays from January 12th through March 16th. This is a great opportunity for citizens to learn about law enforcement in Forest Park. The mayor thanked the chief for offering this opportunity to the village residents. The mayor also noted that long-time Neighborhood Watch members recently catered food for Police Department employees, which was greatly appreciated. The Mayor's Annual Toy Drive is being held on December 7th at Shanahan's. The mayor thanked the Community Center staff and all of the volunteers who are working on this event. Residents are encouraged to make donations of toys for children or gift cards

for teenagers of local families who are in need. For the first time, the village has made online donations possible as well. Information is available on the village's website. Further, the Progress Center for Independent Living is holding an open house this Friday evening, in conjunction with the Holiday Walk. Residents are encouraged to drop in to learn about all the programs offered at the Center. The Progress Center serves the public with special abilities and is located at 7521 Madison and is an active and valuable public resource. Last week, Cast Water Safety held their grand opening. They teach water safety flip and float skills for infants and young children preventing drowning, which is the #2 cause of death for children below age 4. Their services are available to local families and are promoted through the Forest Park Schools and Community Center. Finally, the mayor reported that he received correspondence from the CTA, responding to our request to remove the rusty water tower on their property. The CTA has committed to separate the water tower removal from the larger trainyard project they are planning. This is a positive development towards the years-long efforts of the village and surrounding communities encouraging the CTA to remove this eyesore.

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 7:31 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk



Finance report to Village Council for period ending October 31, 2022

Attached are the overview summaries for the General fund, Water fund, and Primary Government as of October 31, 2022. These reports compare FY2023 budget, current period, and year to date to FY2022 budget, equivalent period, and year-end. The fiscal year 2022 audit has been finalized, and is available to view at www.forestpark.net on the Finance Department page. Year-end balances have been updated on these summary reports.

FY2022 year-end reflected an overall gain of \$7,250,062 compared to the budgeted deficit of (\$3,714,444). FY2022 Governmental funds (all excluding the Water fund) were budgeted with a deficit of (\$4,900,055), with losses in General, TIF, VIP, and Motor Fuel Tax Funds. Year-end actual was a combined net change in fund balances of \$4,412,468. General fund revenues were budgeted with a 2.6% increase compared to FY2021 year-end, and a 19.1% increase in expenditures. Departments were budgeted at full staffing, filling vacancies that occurred in FY2021 due to the COVID-19 pandemic and budget cuts. Revenues exceeded budgeted expectation by 7.3%, and expenditures remained under budget by (8.1%); however, revenues did not offset operating expenditures. The gain in net position of \$559,524 for the General fund is attributed to operating transfers from the Water, VIP, and MFT funds. Revenues did offset expenditures in all other Governmental funds except the Foreign Fire Insurance and Police State Seizure funds. Infrastructure projects that had been deferred in FY2021 resumed in the TIF and VIP funds. Capital assets were purchased, including vehicles from the newly established Fleet Replacement fund. The Water fund was budgeted with net change of \$1,185,611. Revenues were proposed with a 3% decrease and expenses were proposed at a 23% reduction compared to FY2021 year-end. Actual revenues reached 97% of budget expectation and expenses reached 62%. Expenses related to infrastructure improvements were reduced (\$988,692) during the audit in order to offset capital asset gains from these projects. The change in net position at year-end of \$2,937,794 reflects this gain in capital assets along with overall gain in fund balance, and will provide resources for future infrastructure improvements.

As of October 31, 2022, FY2023 General fund revenues are down (\$2,959,920) or (33%) from this period prior year. The 2021 tax levy report and 2nd installment tax bills that are typically issued in August have been delayed from the Cook County Clerk's Office. Tax bills will be issued in December, delaying the distribution of these funds. This reduces General fund revenues, expenditures in the Village Clerk department for Police and Fire Pension Fund contributions, and revenues in the TIF, IMRF, and Social Security Special Revenue Funds. Local shares of state sales taxes are down (7%) or (\$89,858) and can be attributed to the economic challenges of supply shortages and inflation. Expenditures as of October 31 are down (\$1,870,122) or (18%). This is attributed to the delay in pension fund contributions, and reduction in grant expenditures.

Water fund year to date revenues reflect a reduction of (\$699,056) or (19%). The base of this variance is due to grant revenues recognized in prior fiscal year. Additionally, all water billing now operates on a bi-monthly schedule effective May 2022. Prior to this, commercial and industrial services were billed monthly. This change in billing cycles will reduce staff hours for reading consumption usage and preparing invoices, and costs associated with printing and mailing water bills. Operating expenses are down (\$987,613) or (42%) from purchased water, infrastructure improvements, and grant related projects. Water main improvement projects have only preliminary plans included in the FY2023 budget. Due to the Lead Service Line Replacement and Notification Act, an unfunded

mandate for lead water service inventory and replacement, projects have been delayed until additional funding options are reviewed and planning has been assessed to incorporate compliance measures.

On the Primary Government summary, Village-wide FY2023 revenues are (\$5,678,926) or (35%) less than prior year, attributed to the delay in property tax disbursements. Non-Home Rule sales tax reflects an increase of 3% over prior year, an additional \$25,637 in revenue. Village-wide expenditures are (\$3,584,685) or (25%) less than this period prior year. Capital Asset Funds each reflect purchases of replacement fleet for Police and Public Property vehicles. Operating transfers out include Motor Fuel Tax to the VIP fund for costs associated with infrastructure improvements as approved by Illinois Department of Transportation.

The Village has once again submitted expenses to FEMA for direct aid funding under the COVID-19 declaration as the eligibility period was extended through July 1, 2022. This funding is reimbursement for eligible costs associated with the pandemic and as outlined by federal guidelines. Staff continues to review operating expenditures and advocate for additional funding resources to ensure continued safety and services for taxpayers and employees, which remains the priority of the Village.

Respectfully submitted,
Letitia Olmsted
Village of Forest Park Finance Director

**FY2023 Village of Forest Park
General Fund Summary
as of October 31, 2022**

	Fiscal Year ending April 30, 2023				Fiscal Year Ending April 30, 2022			
	Budget	October	FY to Date	% Budget	Budget	FY to Date	Year-End	% End Bal
Revenues								
Property Taxes	5,914,905	114,797	328,146	5.5%	5,367,480	2,851,915	5,971,145	47.8%
State Taxes	6,155,214	602,873	2,284,963	37.1%	5,533,799	2,344,287	6,492,856	36.1%
Franchise/Utility Taxes	1,221,500	93,026	481,092	39.4%	1,285,000	468,821	1,334,369	35.1%
Licenses, Permits, Fees	1,215,870	40,789	729,784	60.0%	1,306,470	689,965	1,262,116	54.7%
Grants	1,122,583	-	73,331	6.5%	1,204,477	652,829	1,007,150	64.8%
Fees for Services	3,142,502	171,420	1,718,952	54.7%	2,517,182	1,518,600	3,043,406	49.9%
Fines & Penalties	967,010	49,526	370,697	38.3%	1,142,040	465,812	840,799	55.4%
Leases / Misc Revenues	209,443	6,986	158,157	75.5%	271,433	112,812	236,854	47.6%
Total Revenues	19,949,027	1,079,415	6,145,122	30.8%	18,627,881	9,105,041	20,188,694	45.1%
Expenditures								
Total General Public Affairs	1,526,845	106,868	664,487	43.5%	1,421,050	608,391	1,317,478	46.2%
Total Police Department	5,448,744	372,234	2,298,944	42.2%	5,480,478	2,254,457	4,585,332	49.2%
Total Community Center	630,914	35,934	319,799	50.7%	656,230	243,366	477,305	51.0%
Total Office of Public Affairs	7,606,503	515,035	3,283,230	43.2%	7,557,758	3,106,215	6,380,115	48.7%
Total Village Clerk	7,347,902	351,002	1,895,202	25.8%	6,768,256	3,339,979	6,643,296	50.3%
Total Grants	1,143,182	3,020	43,415	3.8%	1,175,497	578,655	988,420	58.5%
Total Fire Department	3,674,237	217,740	1,468,578	40.0%	3,326,192	1,527,721	3,352,606	45.6%
Total Accounts and Finance	12,165,321	571,762	3,407,194	28.0%	11,269,945	5,446,355	10,984,322	49.6%
Total Public Health & Safety	423,259	38,357	172,141	40.7%	382,965	138,175	299,675	46.1%
Total Streets & Public Improvements	1,693,923	99,580	631,604	37.3%	1,615,352	638,114	1,512,470	42.2%
Total Public Property	1,900,527	115,618	839,205	44.2%	1,950,644	874,637	2,009,575	43.5%
Total Public Works	3,594,450	215,199	1,470,809	40.9%	3,565,996	1,512,751	3,522,045	43.0%
Total Expenditures	23,789,533	1,340,354	8,333,374	35.0%	22,776,664	10,203,496	21,186,157	48.2%
Net income / (loss)	(3,840,506)	(260,939)	(2,188,252)		(4,148,783)	(1,098,455)	(997,463)	
Other financing sources / (uses)								
Proceeds from Loans	-	-	-	-	-	-	-	-
Operating Transfer In	1,765,000	450,000	1,688,596	95.7%	1,875,500	450,000	1,688,596	26.6%
Operating Transfer Out	-	-	-	-	-	15,000	131,609	11.4%
Net change in fund balance	(2,075,506)	189,061	(499,656)		(2,273,283)	(663,455)	559,524	

FY2023 Village of Forest Park
Water Fund Summary
as of October 31, 2022

	Fiscal Year ending April 30, 2023				Fiscal Year Ending April 30, 2022			
	Budget	October	FY to Date	% Budget	Budget	FY to Date	Year-End	% End Bal
Operating revenues								
Charges for services	7,084,623	20,425	2,936,132	41.4%	7,051,660	3,171,197	6,933,387	45.7%
Other revenue	-	-	-	-	700,580	488,802	613,085	79.7%
Total operating revenues	7,084,623	20,425	2,936,132	41.4%	7,752,240	3,659,998	7,546,472	48.5%
Operating expenses								
Operations	5,262,875	286,835	1,370,632	26.0%	5,348,980	2,246,435	3,197,573	70.3%
Depreciation	231,754	-	-	0.0%	181,666	105,343	250,764	42.0%
Total operating expenses	5,494,629	286,835	1,370,632	24.9%	5,530,646	2,351,777	3,448,337	68.2%
Non-operating revenues (expenses)								
Interest revenue	7,627	9,345	30,768	403.4%	3,500	5,957	13,374	44.5%
Interest expense	7,478	-	4,975	66.5%	18,856	11,443	15,622	73.2%
Total	149	9,345	25,793	17311.0%	(15,356)	(5,485)	(2,247)	244.1%
Net income / (loss)	1,590,143	(257,064)	1,591,293		2,206,238	1,302,735	4,095,887	
Other financing sources / (uses)								
Contribution Revenue	-	-	-	-	548,835	354,680	354,992	99.9%
Operating Transfer In	-	-	-	-	-	-	-	-
Operating Transfer Out	900,000	75,000	450,000	50.0%	1,569,462	938,802	1,513,085	62.0%
Net change in fund balance	690,143	(332,064)	1,141,293		1,185,611	718,614	2,937,794	

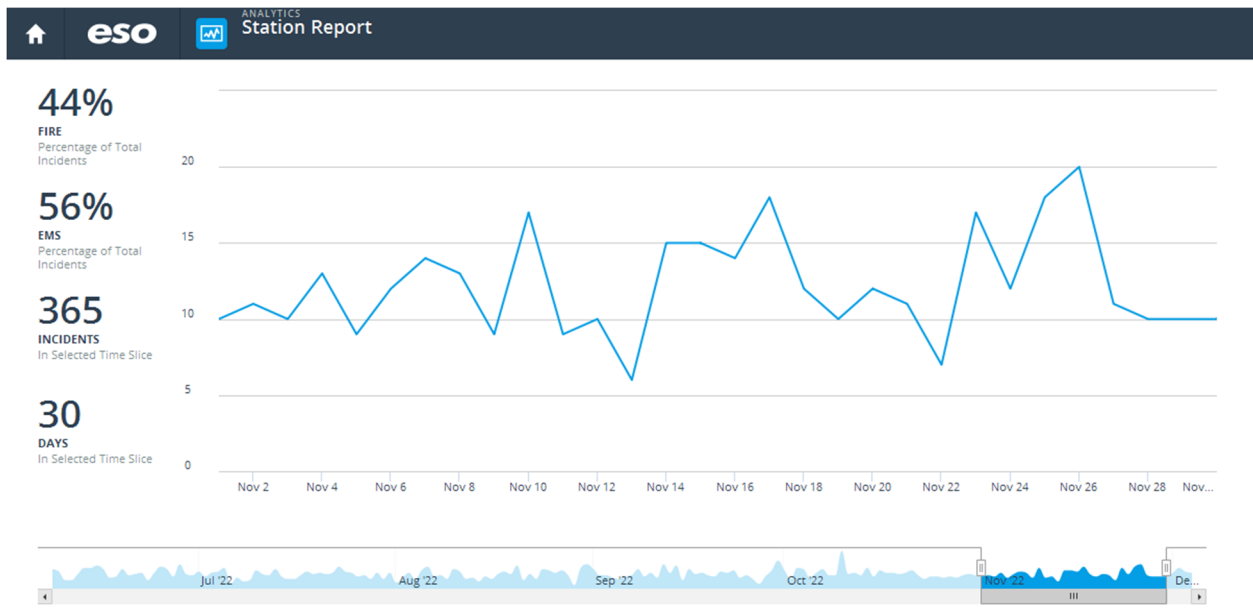
**FY2023 Village of Forest Park
Primary Government Summary
as of October 31, 2022**

	Fiscal Year ending April 30, 2023				Fiscal Year Ending April 30, 2022			
	Budget	October	FY to Date	% Budget	Budget	FY to Date	Year-End	% End Bal
Foreign Fire Insurance	38,200	37,303	37,395	97.9%	35,250	37,742	37,844	99.7%
IMRF Pension	273,640	7,541	21,555	7.9%	308,160	147,538	298,512	49.4%
Social Security / Medicare	351,312	6,798	19,432	5.5%	341,865	162,273	351,858	46.1%
Motor Fuel Tax	749,377	55,897	369,573	49.3%	972,915	352,046	881,687	39.9%
1505 State Seizure	60,500	-	41,001	67.8%	65,800	12,509	18,746	66.7%
Police DUI Fund	4,050	-	324	-	-	-	1,949	0.0%
U. S. Customs	226,040	-	73,250	32.4%	199,070	30,014	170,746	17.6%
TIF Funds	2,213,675	(14,443)	30,964	1.4%	1,765,580	1,896,110	3,184,978	59.5%
VIP Fund	3,299,436	196,699	790,868	24.0%	2,564,105	758,482	2,344,187	32.4%
General Fund	19,949,027	1,079,415	6,145,122	30.8%	18,627,881	9,105,041	20,188,694	45.1%
Capital Asset Fund								
Police Vehicle Fund	11,000	1,599	11,049	100.4%	10,500	6,408	14,507	44.2%
Capital Asset Fleet Fund	195,150	21,203	65,585	33.6%	196,608	77,825	211,362	36.8%
Proprietary Fund								
Water Fund	7,092,250	29,771	2,966,900	41.8%	7,755,740	3,665,956	7,559,846	48.5%
Total Revenues	34,463,657	1,421,783	10,573,018	30.7%	32,843,474	16,251,944	35,264,917	46.1%
Expenditures								
Foreign Fire Insurance	37,296	433	10,827	29.0%	35,200	19,072	41,363	46.1%
IMRF Pension	211,526	11,725	69,441	32.8%	207,135	108,501	200,595	54.1%
Social Security / Medicare	328,050	24,700	155,210	47.3%	321,805	152,832	311,194	49.1%
1505 State Seizure	105,975	2,960	8,768	8.3%	179,485	38,343	62,260	61.6%
Police DUI Fund	12,000	64	5,404	-	-	-	1,530	0.0%
U. S. Customs	245,125	10,309	73,771	30.1%	227,915	58,577	154,335	38.0%
TIF Funds	2,765,083	10,020	155,607	5.6%	3,409,705	535,667	740,604	72.3%
VIP Fund	3,440,595	18,392	170,679	5.0%	3,514,482	697,179	1,728,191	40.3%
General Fund	23,789,533	1,340,354	8,333,374	35.0%	22,776,664	10,203,496	21,186,157	48.2%
Capital Asset Fund								
Police Vehicle Fund	157,328	51,329	64,688	-	51,025	-	-	-
Capital Asset Fleet Fund	224,216	37,581	169,353	-	285,000	528	160,337	0.3%
Proprietary Fund								
Water Fund	5,502,107	286,835	1,375,607	25.0%	5,549,502	2,363,220	3,463,959	68.2%
Total Expenditures	36,818,834	1,794,703	10,592,729	28.8%	36,557,918	14,177,415	28,050,524	50.5%
Net income / (loss)	(2,355,177)	(372,921)	(19,711)		(3,714,444)	2,074,529	7,214,393	
Other financing sources								
Proceeds from Loans	140,000	38,166	38,166	-	-	-	-	-
Operating Transfer In	2,674,801	524,528	899,528	33.6%	4,035,225	1,308,481	2,828,499	46.3%
Operating Transfer Out	2,524,801	524,528	899,528	35.6%	4,035,225	1,308,481	2,792,830	46.9%
Net change in fund balance	(2,065,177)	(334,755)	18,455		(3,714,444)	2,074,529	7,250,062	

**FOREST PARK
FIRE DEPARTMENT**



NOVEMBER 2022



Calls

The Fire Department responded to 365 calls in the month of November. That is an average of 12.2 calls per day for the month. 54% of the calls were for EMS. 44% were for fire/service calls.

Major Incidents:

7000 Roosevelt- Berwyn, Car into a building. MABAS Technical Rescue Box Alarm





Inspections

Residential inspections. = 5

Commercial inspections on hold.

Training

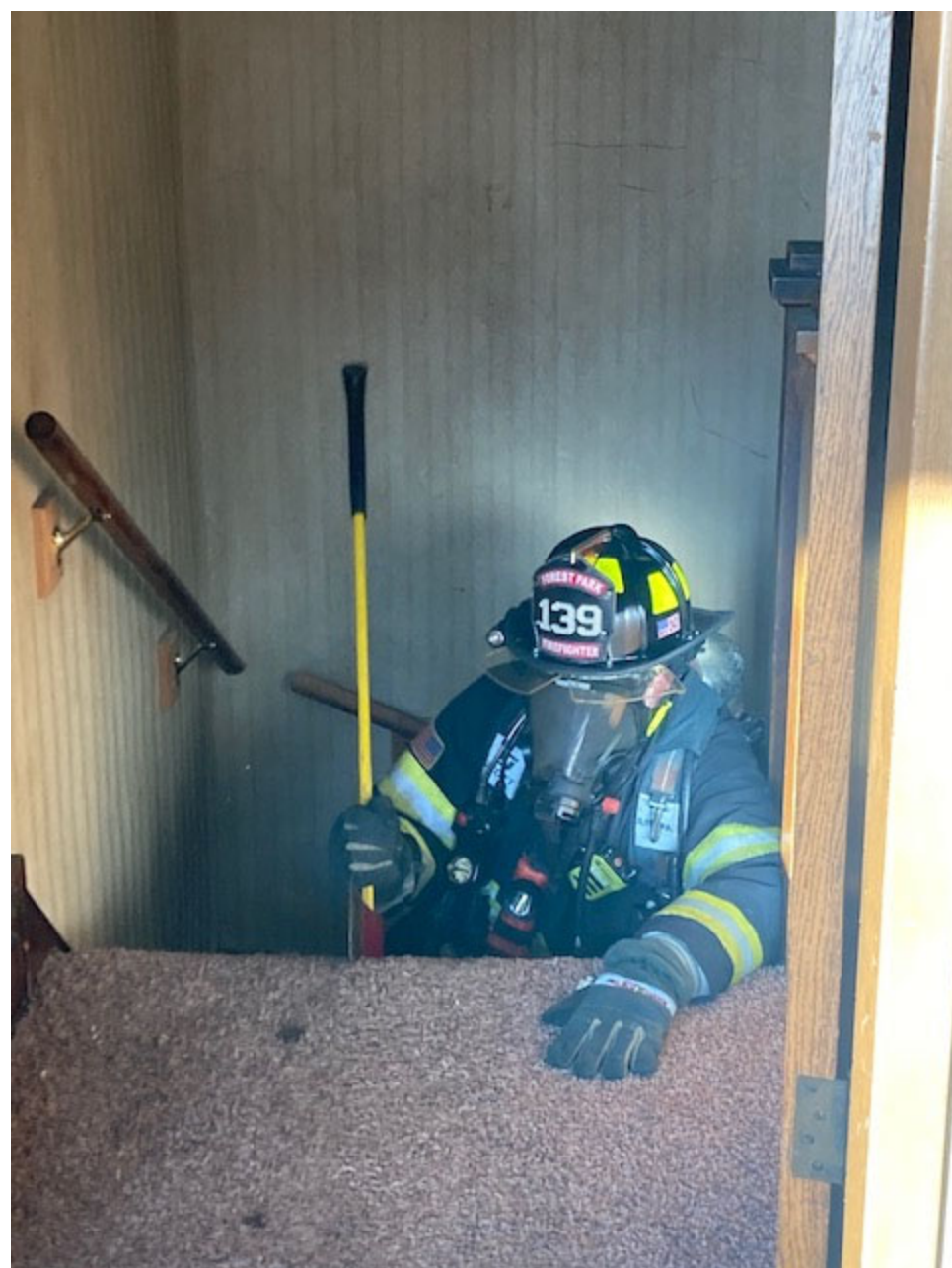
November 2022

- Driver Training 14.5 hours
- EMS CE 9 hours
- Extrication 3 hours
- Hose Advancement 6 hours
- Tools & Equipment 3 hours

Thank you to the Park District of Forest Park for allowing the fire department the opportunity to train at the Pines.











Child Safety Seat Installations – 2 car seat installations

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	\$	10,106.60
Public Affairs	\$	77,427.95
Police Department	\$	1,254.98
Accounts & Finance (Clerks Office)	\$	470,892.78
Accounts & Finance (Fire Department)	\$	39,017.20
Department of Health & Safety	\$	7,592.83
Street Department	\$	81,928.69
Public Property	\$	114,577.52
Seizure	\$	3,070.67
Federal Customs	\$	5,107.68
Police Vehicle Replacement	\$	17,170.97
Fleet Replacement	\$	815.01
TIF	\$	433,051.50
VIP	\$	247,694.28
Water Department	\$	489,121.50
		<hr/>
TOTAL	\$	1,998,830.16

ADOPTED BY THE Council of the Village of Forest Park this 19th Day of December, 2022.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-005	C.P. Property Investments	11/23/2022	400.00
100-00-000-4111-210	Forest Park Public Library	12/06/2022	8,747.60
100-00-000-4480-300	Janette Rodriguez	11/18/2022	525.00
100-00-000-4480-300	Mary Folino	11/29/2022	118.00
100-00-000-4480-300	Natalie Wray	11/17/2022	108.00
100-00-000-4480-300	Rosemary Cellini	11/28/2022	108.00
100-00-000-4510-100	Nello Davy	11/21/2022	75.00
100-00-000-4510-100	Diane Flaherty	11/28/2022	25.00
Refunds and Allocations			10,106.60



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-135	GPG Strategies LLC	11/02/2022	2,000.00
100-10-101-6100-135	GPG Strategies LLC	11/22/2022	2,000.00
100-10-101-6120-160	Special T Unlimited	12/05/2022	76.00
100-10-101-6120-160	Verizon Wireless	11/22/2022	55.34
100-10-101-6120-300	American Express	11/29/2022	1,007.20
100-10-101-6120-300	Special T Unlimited	12/05/2022	38.00
100-10-101-6120-305	Darien Marion-Burton	12/07/2022	425.00
100-10-101-6120-305	Growing Community Media NFP	11/30/2022	254.00
100-10-101-6120-305	Illinois State Police	11/26/2022	15.00
100-10-101-6120-305	Illinois State Police	11/29/2022	15.00
100-10-101-6150-112	Chicago Metropolitan Agency for Planning	10/17/2022	531.50
100-10-101-6150-120	Rachell Entler	11/22/2022	25.00
100-10-101-6150-125	IPELRA	12/05/2022	99.00
100-10-101-6150-152	Verizon Wireless	11/22/2022	84.54
100-10-101-6150-152	Verizon Wireless	11/22/2022	300.89
100-10-101-6150-152	Verizon Wireless	11/22/2022	67.48
100-10-101-6150-202	Checkpoint Press Inc	11/21/2022	348.00
100-10-101-6150-220	Shavon Wesley	12/07/2022	330.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	11/01/2022	77,725.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	11/01/2022	(19,682.00)
100-11-111-6100-115	Administrative Consulting Specialists LLC	12/01/2022	625.00
100-11-111-6100-115	Kane McKenna and Assoc	10/31/2022	700.00
100-11-111-6100-120	Techno Consulting Inc	12/01/2022	3,500.00
100-11-111-6110-110	ITsavvy LLC	11/29/2022	6,188.00
100-11-111-6110-110	Techno Consulting Inc	12/01/2022	700.00
Public Affairs			77,427.95



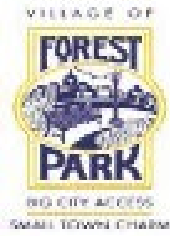
Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-306	Animal Care League	10/31/2022	525.00
100-12-123-6145-202	Bio-One Chicago LLC.	12/19/2022	50.00
100-12-123-6145-202	Elineup LLC	11/18/2022	600.00
100-12-130-6145-100	Work N Gear LLC	11/28/2022	79.98
	Police Department		1,254.98



Account Number	Vendor	Invoice Date	Amount
100-00-000-1201-001	Illinois Counties Risk Management Trust	11/29/2022	107,039.50
100-00-000-1201-001	Illinois Counties Risk Management Trust	11/29/2022	199,208.25
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	11/16/2022	126,450.96
100-21-211-5005-002	Fidelity Security Life Ins Co	11/22/2022	514.28
100-21-211-5005-002	Fidelity Security Life Ins Co	11/22/2022	89.20
100-21-211-5005-002	Guardian	11/18/2022	7,186.78
100-21-211-6100-110	Lauterbach & Amen LLP	11/30/2022	902.00
100-21-211-6110-110	Xerox Financial Services	11/10/2022	145.83
100-21-211-6110-110	Xerox Financial Services	11/10/2022	137.09
100-21-211-6120-205	Growing Community Media NFP	11/30/2022	56.00
100-21-211-6140-104	Holiday Signs	11/28/2022	37.45
100-21-211-6140-104	Office 8	11/21/2022	4.09
100-21-211-6140-104	Quill	08/25/2022	65.46
100-21-211-6140-104	Quill	10/19/2022	124.32
100-21-211-6140-104	Quill	10/26/2022	365.31
100-21-211-6140-104	Quill	11/02/2022	150.57
100-21-211-6140-104	Quill	11/09/2022	167.95
100-21-211-6140-104	Quill	11/10/2022	42.44
100-21-211-6140-104	Quill	11/16/2022	(20.00)
100-21-211-6140-104	Quill	11/16/2022	162.46
100-21-211-6140-104	Quill	11/16/2022	329.03
100-21-211-6140-104	Quill	11/16/2022	30.47
100-21-211-6140-110	Forest Printing Company	11/16/2022	4,246.44
100-21-211-6140-140	Quill	06/08/2022	17.98
100-21-211-6140-140	Quill	08/25/2022	20.82
100-21-211-6140-140	Quill	10/19/2022	81.99
100-21-211-6140-140	Quill	11/09/2022	19.84
100-21-211-6140-140	Quill	11/16/2022	133.87
100-21-211-6150-114	Natl Public Emp Labor Relations	12/02/2022	230.00
100-21-211-6150-114	Natl Public Emp Labor Relations	12/02/2022	230.00
100-21-211-6150-150	AT&T	11/25/2022	110.87
100-21-211-6150-150	AT&T	11/25/2022	55.44
100-21-211-6150-150	AT&T	11/25/2022	50.78
100-21-211-6150-150	AT&T	11/25/2022	0.88
100-21-211-6150-150	AT&T	12/01/2022	593.44
100-21-211-6150-150	AT&T	12/04/2022	103.71
100-21-211-6190-003	POLICE PENSION FUND	12/03/2022	5,714.29



Account Number	Vendor	Invoice Date	Amount
100-21-211-6190-004	Firefighters Pension Fund	12/07/2022	5,714.29
100-21-211-6191-001	POLICE PENSION FUND	12/06/2022	2,943.34
100-21-211-6191-002	Firefighters Pension Fund	12/07/2022	3,205.26
100-21-211-7000-080	Xerox Financial Services	11/10/2022	122.50
100-21-211-7000-080	Xerox Financial Services	11/10/2022	1,684.21
100-22-221-6310-410	Administrative Consulting Specialists LLC	12/01/2022	416.66
100-22-221-6310-410	Christopher Burke Engineering LTD	12/02/2022	2,006.73
Accounts and Finance Clerks Office			470,892.78



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	State Chemical Industrial Products	11/23/2022	298.85
100-30-301-6140-200	SCHAUERS HARDWARE	10/31/2022	16.19
100-30-302-6110-150	Verizon Wireless	11/22/2022	154.56
100-30-302-6110-200	American Test Center Inc	11/29/2022	1,594.00
100-30-302-6110-200	Reliable Fire & Security	11/18/2022	562.65
100-30-302-6145-100	Special T Unlimited	12/02/2022	608.00
100-30-302-6150-122	Phil Chiappetta	11/30/2022	500.00
100-30-302-6155-110	SCHAUERS HARDWARE	10/31/2022	55.33
100-30-303-6100-160	Metro Paramedic Services Inc	11/14/2022	37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	11/14/2022	(3,235.54)
100-30-303-6145-300	Linde Gas North America LLC	11/17/2022	380.15
100-30-303-6145-300	Mckesson Medical	11/16/2022	144.44
100-30-303-6145-300	Witmer Public Safety Group	11/22/2022	200.57
Accounts and Finance Fire Department			39,017.20



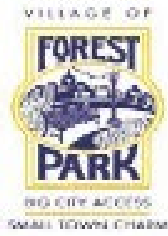
Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	12/01/2022	990.00
100-40-401-5000-017	Tariq Dandan	12/01/2022	120.00
100-40-401-5000-017	Raymond Traynor	11/28/2022	630.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/02/2022	235.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/02/2022	210.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/02/2022	210.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/02/2022	210.00
100-40-402-6150-232	B&F Construction Code Service	12/01/2022	55.00
100-40-402-6150-232	Tariq Dandan	12/01/2022	800.00
100-40-402-6150-240	Growing Community Media NFP	11/30/2022	77.00
100-40-402-6150-240	Growing Community Media NFP	11/30/2022	175.00
100-40-402-6150-240	Growing Community Media NFP	11/30/2022	301.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	12/01/2022	1,200.00
100-40-403-6150-226	Cook County Dept of Public Health	10/12/2022	1,700.00
100-40-410-6140-100	Backflow Solutions Inc	11/01/2022	495.00
100-40-410-6140-202	SCHAUERS HARDWARE	10/31/2022	184.83
Department of Health & Safety			7,592.83



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Special T Unlimited	12/05/2022	245.00
100-50-502-6140-202	SCHAUERS HARDWARE	10/31/2022	35.99
100-50-502-6180-160	Com Ed	11/17/2022	3,785.37
100-50-502-6185-102	Lakeshore Recycling Systems LLC.	11/15/2022	9,258.35
100-50-502-6185-106	Compass Minerals America	11/04/2022	2,588.61
100-50-502-6185-112	Republic Services #551	11/15/2022	1,926.00
100-50-502-6185-501	Republic Services #551	11/15/2022	36,597.18
100-50-502-6185-502	Republic Services #551	11/15/2022	23,943.06
100-50-502-6185-503	Republic Services #551	11/15/2022	3,549.13
Streets Department			81,928.69



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Special T Unlimited	12/05/2022	586.00
100-55-552-6180-101	SCHAUERS HARDWARE	10/31/2022	212.10
100-55-552-6180-114	Case Lots Inc	12/02/2022	598.80
100-55-552-6180-114	Davis Tree Care	11/22/2022	1,600.00
100-55-552-6180-114	McAdam Landscaping	11/15/2022	376.00
100-55-552-6180-114	McAdam Landscaping	11/30/2022	476.80
100-55-553-6180-150	Lyons Pinner Electric Co	11/22/2022	360.80
100-55-553-6180-150	Lyons Pinner Electric Co	11/23/2022	389.96
100-55-553-6180-150	Lyons Pinner Electric Co	11/23/2022	891.00
100-55-553-6180-150	Lyons Pinner Electric Co	11/30/2022	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	11/30/2022	595.00
100-55-553-6180-160	AEP Energy	11/22/2022	2,030.55
100-55-553-6180-160	Com Ed	11/10/2022	82.42
100-55-553-6180-160	Com Ed	11/22/2022	479.05
100-55-553-6180-160	Com Ed	11/23/2022	107.41
100-55-553-6180-160	Com Ed	11/28/2022	234.19
100-55-553-6180-160	Com Ed	11/28/2022	498.90
100-55-553-6180-160	Com Ed	11/28/2022	175.74
100-55-553-6180-160	Com Ed	11/28/2022	25.13
100-55-553-6180-160	Com Ed	11/28/2022	28.62
100-55-553-6180-160	Com Ed	11/28/2022	27.06
100-55-553-6180-160	Com Ed	11/28/2022	35.62
100-55-553-6180-160	Com Ed	11/29/2022	44.76
100-55-553-6180-160	Com Ed	11/29/2022	28.86
100-55-555-6180-100	SCHAUERS HARDWARE	10/31/2022	29.01
100-55-555-6180-100	Comcast	11/08/2022	195.00
100-55-555-6180-100	HOME DEPOT CREDIT	10/28/2022	62.99
100-55-555-6180-100	HOME DEPOT CREDIT	11/04/2022	457.00
100-55-555-6180-100	Kinetic Energy Inc.	11/22/2022	200.00
100-55-555-6180-100	Kinetic Energy Inc.	11/29/2022	277.00
100-55-555-6180-100	Quill	06/08/2022	197.97
100-55-555-6180-100	Quill	08/25/2022	203.60
100-55-555-6180-100	Quill	10/19/2022	337.77
100-55-555-6180-100	Quill	10/26/2022	147.56
100-55-555-6180-100	Quill	11/02/2022	365.66
100-55-555-6180-100	Quill	11/09/2022	236.60
100-55-555-6180-100	Quill	11/16/2022	395.09



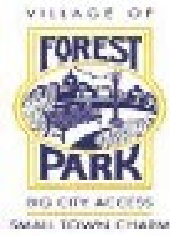
Account Number	Vendor	Invoice Date	Amount
100-55-555-6180-100	Quill	11/25/2022	208.98
100-55-555-6180-100	PremiStar-North	12/05/2022	484.00
100-55-555-6180-110	Comcast	11/02/2022	50.48
100-55-555-6180-110	Comcast	11/12/2022	2.10
100-55-555-6180-110	Comcast	11/13/2022	128.95
100-55-555-6180-110	HOME DEPOT CREDIT	10/26/2022	188.97
100-55-555-6180-110	HOME DEPOT CREDIT	10/28/2022	62.99
100-55-555-6180-120	Tim Stefl Inc	11/25/2022	176.56
100-55-555-6180-140	SCHAUERS HARDWARE	10/31/2022	446.54
100-55-555-6180-140	Comcast	11/07/2022	2.10
100-55-555-6180-140	Comcast	11/22/2022	182.62
100-55-555-6180-140	Comcast	11/28/2022	2.10
100-55-555-6180-140	HOME DEPOT CREDIT	10/20/2022	152.97
100-55-555-6180-140	HOME DEPOT CREDIT	10/21/2022	26.52
100-55-555-6180-140	HOME DEPOT CREDIT	10/21/2022	(26.37)
100-55-555-6180-140	PremiStar-North	11/22/2022	1,011.97
100-55-555-6180-140	PremiStar-North	11/30/2022	1,352.17
100-55-555-6180-150	SCHAUERS HARDWARE	10/31/2022	53.96
100-55-555-6180-150	A Stars and Stripes Flag Corporation	11/28/2022	486.10
100-55-560-6110-100	Total Parking Solutions Inc	12/02/2022	26,520.00
100-55-560-6110-100	Total Parking Solutions Inc	12/02/2022	42,843.00
100-55-560-6180-125	Kramer Tree Specialists Inc	12/06/2022	484.00
100-55-560-6180-125	Military & Police Supply	11/23/2022	180.00
100-55-570-6155-101	Superior Petroleum Marketers	11/14/2022	340.50
100-55-570-6155-106	CCP INDUSTRIES INC	11/23/2022	112.38
100-55-570-6155-106	RUSH TRUCK CENTER	10/17/2022	1,470.00
100-55-570-6155-106	Currie Motors Chevrolet	09/06/2022	668.45
100-55-570-6155-106	Currie Motors Chevrolet	10/03/2022	285.88
100-55-570-6155-106	Currie Motors Chevrolet	10/04/2022	66.56
100-55-570-6155-106	Currie Motors Chevrolet	10/06/2022	50.22
100-55-570-6155-106	Currie Motors Chevrolet	10/07/2022	60.85
100-55-570-6155-106	Currie Motors Chevrolet	10/13/2022	342.44
100-55-570-6155-106	Currie Motors Chevrolet	10/13/2022	33.95
100-55-570-6155-106	Currie Motors Chevrolet	10/20/2022	303.60
100-55-570-6155-106	Currie Motors Chevrolet	10/21/2022	6.91
100-55-570-6155-106	Currie Motors Chevrolet	10/21/2022	260.26
100-55-570-6155-106	Currie Motors Chevrolet	11/02/2022	221.90



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Currie Motors Chevrolet	11/04/2022	388.36
100-55-570-6155-106	Currie Motors Chevrolet	11/09/2022	125.24
100-55-570-6155-106	Currie Motors Chevrolet	11/09/2022	53.53
100-55-570-6155-106	Currie Motors Chevrolet	11/10/2022	318.20
100-55-570-6155-106	Currie Motors Chevrolet	11/18/2022	44.00
100-55-570-6155-106	Currie Motors Chevrolet	11/22/2022	175.40
100-55-570-6155-106	Currie Motors Chevrolet	11/22/2022	80.19
100-55-570-6155-106	Currie Motors Chevrolet	11/22/2022	170.20
100-55-570-6155-106	LAFasteners Inc.	11/15/2022	323.34
100-55-570-6155-106	LAFasteners Inc.	11/21/2022	49.30
100-55-570-6155-106	Lindco Equipment Sales Inc	11/21/2022	91.54
100-55-570-6155-106	Lindco Equipment Sales Inc	11/30/2022	144.30
100-55-570-6155-106	Linde Gas North America LLC	11/22/2022	237.51
100-55-570-6155-106	Linde Gas North America LLC	11/22/2022	66.47
100-55-570-6155-110	Snap on Industrial	11/19/2022	77.66
100-55-570-6155-112	Action Transmission & Auto	10/17/2022	130.36
100-55-570-6155-112	Action Transmission & Auto	11/09/2022	648.69
100-55-570-6155-112	Action Transmission & Auto	11/09/2022	1,656.22
100-55-570-6155-112	Action Transmission & Auto	11/10/2022	697.73
100-55-570-6155-112	Altec Industries Inc.	11/28/2022	3,761.00
100-55-570-6155-112	Commercial Tire Service	11/30/2022	155.00
100-55-570-6155-112	Commercial Tire Service	11/30/2022	997.00
100-55-570-6155-112	Commercial Tire Service	11/30/2022	1,222.75
100-55-570-6155-112	Commercial Tire Service	11/30/2022	1,083.50
100-55-570-6155-112	Commercial Tire Service	11/30/2022	1,131.64
100-55-570-6155-112	Fire Service Inc	11/02/2022	3,087.57
100-55-570-6155-112	Fire Service Inc	11/14/2022	850.00
100-55-570-6155-202	Berwyn Garage	11/10/2022	2,739.04
100-55-570-6155-202	Berwyn Garage	11/18/2022	488.25
Public Property			114,577.52



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	11/22/2022	92.90
230-00-000-6150-152	Verizon Wireless	11/22/2022	187.83
230-00-000-6900-230	Christopher Meeks	12/19/2022	2,310.00
230-00-000-6900-230	Jarlath Heveran	12/19/2022	75.00
230-00-000-6900-230	J.G. Uniforms	11/10/2022	177.00
230-00-000-6900-230	J.G. Uniforms	12/02/2022	107.95
230-00-000-6900-230	Ray O'Herron Co Inc	12/01/2022	119.99
		Seizure	3,070.67



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Administrative Consulting Specialists LLC	12/01/2022	625.00
232-00-000-6900-232	Arms Unlimited	10/14/2022	35.95
232-00-000-6900-232	Comcast	11/22/2022	167.74
232-00-000-6900-232	Chicago Police Department	11/16/2022	2,386.00
232-00-000-6900-232	Ray O'Herron Co Inc	08/31/2022	799.99
232-00-000-6900-232	PHS Locksmiths	11/17/2022	155.00
232-00-000-6900-232	PHS Locksmiths	11/21/2022	313.00
232-00-000-6900-232	R.E. Walsh & Associates Inc	12/01/2022	625.00
		Federal Customs	5,107.68



Account Number	Vendor	Invoice Date	Amount
235-00-000-7000-001	Illinois Communications Sales Inc	11/15/2022	8,377.50
235-00-000-7000-001	Illinois Communications Sales Inc	11/15/2022	7,747.50
235-00-000-7000-001	Terminal Supply Co	11/14/2022	145.97
235-00-000-7000-001	XTreme Graphics Lettering	11/15/2022	900.00
Police Vehicle Replacement			17,170.97



Account Number	Vendor	Invoice Date	Amount
240-50-501-7000-001	Fleet Safety Supply	11/21/2022	815.01
		Fleet Replacement	815.01



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Lauterbach & Amen LLP	11/30/2022	456.09
302-00-000-6185-700	Christopher Burke Engineering LTD	12/02/2022	3,059.50
302-00-000-6185-700	Tecorp Inc	12/05/2022	426,852.00
304-00-000-6100-115	Lauterbach & Amen LLP	11/30/2022	456.08
304-00-000-6185-700	Davis Tree Care	11/22/2022	1,600.00
304-00-000-6185-700	Lyons Pinner Electric Co	11/27/2022	171.75
309-00-000-6100-115	Lauterbach & Amen LLP	11/30/2022	456.08
		TIF Funds	433,051.50



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	12/02/2022	1,007.50
312-00-000-6100-115	Kane McKenna and Assoc	10/31/2022	1,400.00
312-00-000-6100-115	Lauterbach & Amen LLP	11/30/2022	112.75
312-00-000-6150-152	Verizon Wireless	11/22/2022	38.01
312-00-000-7000-102	Lindahl Brothers Inc	11/22/2022	3,477.50
312-00-000-7000-108	Christopher Burke Engineering LTD	12/02/2022	310.00
312-00-000-7000-109	Christopher Burke Engineering LTD	12/02/2022	9,325.50
312-00-000-7000-312	Christopher Burke Engineering LTD	12/02/2022	10,252.50
312-00-000-7000-312	Christopher Burke Engineering LTD	12/02/2022	13,795.00
312-00-000-7000-312	Christopher Burke Engineering LTD	12/02/2022	3,255.00
312-00-000-7000-312	K-Five Hodgkins LLC	11/23/2022	160.00
312-00-000-7000-312	J. Nardulli Concrete Inc	12/07/2022	204,560.52
		VIP	247,694.28



Account Number	Vendor	Invoice Date	Amount
501-00-000-2001-002	American Demolition	12/02/2022	1,654.16
501-80-800-4600-004	Standard Equipment Co.	12/07/2022	(20,000.00)
501-80-800-6100-110	Kane McKenna and Assoc	10/31/2022	700.00
501-80-800-6100-110	Lauterbach & Amen LLP	11/30/2022	902.00
501-80-800-6110-105	Verizon Wireless	11/22/2022	36.01
501-80-800-6145-100	Special T Unlimited	12/05/2022	300.00
501-80-800-6150-120	American Water Works Assoc	10/26/2022	83.00
501-80-800-6150-120	American Water Works Assoc	10/26/2022	83.00
501-80-800-6150-154	Com Ed	11/10/2022	19.51
501-80-800-6150-154	Com Ed	11/28/2022	63.74
501-80-800-6150-154	Com Ed	11/28/2022	20.52
501-80-800-6150-154	Com Ed	11/29/2022	151.88
501-80-800-6800-100	City of Chicago	12/09/2022	149,558.58
501-80-800-6800-151	Infrasearch Inc	12/03/2022	9,850.00
501-80-800-6800-151	Infrasearch Inc	12/03/2022	3,400.00
501-80-800-6800-153	Comcast	11/06/2022	83.90
501-80-800-7000-010	J. Nardulli Concrete Inc	12/07/2022	62,415.20
501-80-800-7000-030	Standard Equipment Co.	12/07/2022	279,800.00
Water Department			489,121.50



TO: Mayor Hoskins
Commissioners
Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: December 15, 2022

RE: 2022 property taxes to be levied

Rory E. Hoskins
MAYOR

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

Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Maria Maxham
COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

As a non-home rule entity, Forest Park is subject to the Property Tax Extension Limitation Law (PTELL), which states that the levy increase must be the lesser of 5% or the percentage increase in the Consumer Price Index (CPI) during the twelve-month calendar year preceding the levy year. For levy year 2022, the CPI is 7%. The 2022 levy as presented for both the Village and the Library combined is a 6% increase over the 2021 extension.

The 2021 combined levy was proposed at a 5% increase from the 2020 extension, and was reduced to a 2% increase by the Cook County Clerk. CPI for tax year 2021 was 1.4%. The Village recognized \$109,761 in new revenue. Police and Fire Pension Fund contributions increased by \$630,058, reducing resources for the Village's Corporate and Special Revenue Funds by (\$520,296). The Library recognized \$31,185 in new revenue.

The Cook County Clerk establishes a limiting rate that factors CPI applied to the Equalized Assessed Valuation (EAV). For tax year 2021, the EAV decreased (7.3%), and the limiting rate totaled 1.505, which means the total of all funds subject to PTELL cannot exceed 1.505% of the EAV. 2021 EAV totaled \$400,358,817; Village funds subject to PTELL totaled \$6,023,869; funds not subject to a tax cap totaled \$239,225. Funds exempt from a tax cap are under the provisions of P.A. 93-0689 for Fire Pension contributions, and P.A.102-0519 which is a levy adjustment to account for refunds as calculated by the County.

As proposed, the overall 2022 levy increase at 6% equates \$464,246 in new revenue. The Village levy is a 5.0% increase, \$333,851 over the 2021 extension; \$698,690 is the increase to Police and Fire Pension obligations, diverting allocations for Corporate and Special Revenue Funds by (\$364,839). If the Village were to obligate funding to the Police and Fire Pension Funds per the actuarial valuations, approximately \$714,200 would remain for general operations, which would still be subject to the limiting rate. The levied pension contributions total approximately 65% of the minimum statutory amount for each fund. While the Village is not able to fully levy per the actuarially determined rate, annual reallocation of funds from general operations to the pension obligations is necessary until new revenue sources exist to lessen the unfunded liabilities.

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
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VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

The Library levy is a 6% increase, or \$130,395 in new revenue. The Cook County Clerk did not issue the 2021 agency reports until November 2022; these reports are typically finalized in June. The Library's levy was prepared in October 2022 based upon the preliminary levy report, prior to the 2021 agency report being finalized.

The County will establish the limiting tax rate based upon the 2022 EAV, which will not be available until mid-2023. In all likelihood, the Village and Library will once again see a reduction in levied funds. Additional taxing districts include schools, park district, township, and the county. The Village receives less than 14% of revenues from taxes levied, and the Library's portion is less than 5%; over 80% of tax revenues are levied by and distributed to these other districts.

Additional documents presented to the Village Council along with the levy include direction for the Cook County Clerk to calculate separate limiting rates for the Village and Library, and to reduce the Corporate General Fund in the event that the levy exceeds the limitation. The levy and additional documents must be filed with the Cook County Clerk's Office by December 27, 2022.

ORDINANCE NO. O- -22
THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF FOREST PARK
COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022
AND ENDING APRIL 30, 2023

Be it ordained by the Council of the Village of Forest Park, Cook County, Illinois:

Section I: This Ordinance is hereby termed "the Annual Tax Levy Ordinance of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023."

Section II: The total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current year is hereby ascertained to be the sum of eight million, seven hundred sixty thousand, eight hundred twenty seven and no/100 Dollars (\$8,760,827.00) for the fiscal year beginning May 1, 2022 and ending April 30, 2023.

Section III: The sum of eight million, seven hundred sixty thousand, eight hundred twenty seven and no/100 Dollars (\$8,760,827.00), being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Forest Park for all corporate purposes of said Village, be and the same is hereby levied upon all of the taxable property in the Village of Forest Park subject to taxation for the current year, the specific amounts as levied for the various funds being included herein by being placed in separate columns under the heading "Amount Levied," which appears over the same, the tax so levied being for the current fiscal year of said Village, and the purpose for which appropriations are made and the amount appropriated for each purpose, respectively, to be collected from the tax levy is as follows:

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
GENERAL FUND		
OFFICE OF PUBLIC AFFAIRS		
<u>General Public Affairs</u>		
Salary for the Honorable Mayor	\$ 30,000	\$ 30,000
Salary for the Liquor Commissioner	\$ 10,000	\$ 10,000
Salary for Village Prosecutor	\$ 38,000	\$ -
Salaries for Support Staff	\$ 200,131	\$ 70,500
Commissions	\$ 50,330	\$ -
Codification of Village Code	\$ 7,100	\$ -
Legal Services/Labor Negotiations	\$ 270,670	\$ -
Consolidated Dispatch Service	\$ 735,361	\$ -
Consulting Services	\$ 84,332	\$ -
IT Village-wide	\$ 143,125	\$ -
Community Relations / Office Expenses	\$ 128,222	\$ -
Business Agreements	\$ 12,650	\$ -
Total for General Public Affairs	\$ 1,709,921	\$ 110,500
<u>Police Department</u>		
Management and Office Salaries	\$ 1,597,162	\$ 375,000
Law Enforcement Expenses	\$ 209,310	\$ -
Officer Salaries	\$ 4,053,264	\$ 425,000
Total Police Department	\$ 5,859,736	\$ 800,000
<u>Community Center</u>		
Salaries	\$ 423,312	\$ 58,514
Community Relations / Office Expenses	\$ 14,145	\$ -
Day Care Costs	\$ 24,125	\$ -
Events / Senior Services	\$ 133,100	\$ -
RTA Salaries	\$ 77,868	\$ -
RTA Office / Equipment Expense	\$ 1,250	\$ -
Total Community Center	\$ 673,800	\$ 58,514
TOTAL FOR OFFICE OF PUBLIC AFFAIRS	\$ 8,243,457	\$ 969,014

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
OFFICE OF ACCOUNTS AND FINANCE		
<u>Accounts and Finance</u>		
Commissioner of Accounts and Finance	\$ 10,000	\$ 10,000
Salaries	\$ 260,353	\$ 75,000
Village Clerk / HR Administrator	\$ 105,000	\$ -
Insurance Benefits	\$ 2,578,082	\$ -
Audit/Consulting Services	\$ 21,960	\$ -
Office Equipment and Supplies	\$ 539,195	\$ -
Foreign Fire Insurance Tax	\$ 45,000	\$ -
Police Pension Cost	\$ 3,438,097	\$ 2,100,000
Fire Pension Cost	\$ 2,492,293	\$ 1,544,751
Federal Grants	\$ 3,218,928	\$ -
State Grants	\$ 722,520	\$ -
Local Grants	\$ 40,500	\$ -
Liability Insurance	\$ 1,075,512	\$ 250,000
Total Clerk's Office	\$ 14,547,440	\$ 3,979,751
<u>Fire Department</u>		
Management and Office Salaries	\$ 627,188	
Firefighter Salaries	\$ 2,285,167	\$ 425,000
Firefighting Equipment / Expenses	\$ 181,476	\$ -
Community Relations / Office Expenses	\$ 16,733	\$ -
Paramedic Services	\$ 999,557	\$ -
Total Fire Department	\$ 4,110,121	\$ 425,000
TOTAL FOR OFFICE OF ACCOUNTS AND FINANCE	\$ 18,657,561	\$ 4,404,751
OFFICE OF HEALTH AND SAFETY		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 270,334	\$ 52,500
Plan Review / Inspections	\$ 218,500	\$ -
Community Relations / Office Expenses	\$ 19,800	\$ -
TOTAL OFFICE OF HEALTH AND SAFETY	\$ 518,634	\$ 62,500
OFFICE OF STREETS AND PUBLIC IMPROVEMENTS		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 375,079	\$ 153,000
Community Relations / Office Expenses	\$ 6,900	\$ -
Street Maintenance, Equipment, and Supplies	\$ 1,578,081	\$ -
TOTAL OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	\$ 1,970,060	\$ 163,000
OFFICE OF PUBLIC PROPERTY		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 548,772	\$ 153,000

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
Community Relations / Office Expenses	\$ 21,520	\$ -
Property Maintenance	\$ 342,171	\$ -
Total General Public Property	\$ 922,463	\$ 163,000
<u>Street and Traffic Lighting</u>	\$ 405,797	\$ -
<u>Fleet Maintenance</u>	\$ 608,790	\$ -
<u>Forestry</u>		
Salaries	\$ 212,490	\$ 50,000
Other Forestry Expenses	\$ 117,873	\$ -
Total Forestry	\$ 330,363	\$ 50,000
<u>Playgrounds and Recreation</u>		
Playground Maintenance / Improvement	\$ 7,500	\$ -
Dog Park	\$ 3,000	\$ -
Total for Playgrounds and Recreation	\$ 10,500	\$ -
TOTAL OFFICE OF PUBLIC PROPERTY	\$ 2,277,913	\$ 213,000
TOTAL GENERAL FUND	\$ 31,667,625	\$ 5,812,265
SPECIAL REVENUE FUNDS		
OFFICE OF ACCOUNTS AND FINANCE		
<u>IMRF Fund</u>	\$ 350,000	\$ 280,000
<u>Social Security Fund</u>	\$ 385,000	\$ 320,000
TOTAL SPECIAL REVENUE FUNDS OFFICE OF ACCOUNTS AND FINANCE	\$ 735,000	\$ 600,000
TOTAL VILLAGE FUNDS CAPPED	\$ 32,402,625	\$ 6,412,265
FIRE PENSION PA 93-0689 CONTRIBUTION EXEMPT FROM PTELL		\$ 189,874
TOTAL VILLAGE OF FOREST PARK FUNDS	\$ 32,402,625	\$ 6,602,139
FREE PUBLIC LIBRARY		
<u>Corporate</u>		
Salaries	\$ 1,304,467	\$ 1,300,000
Office Expenses / Equipment	\$ 400,000	\$ 375,000
Circulation Collection	\$ 270,000	\$ 259,520
<u>Special Tax Expenses</u>		
Building and Grounds Maintenance	\$ 83,000	\$ 76,168
Unemployment Insurance	\$ 8,000	\$ 5,000
Workmen's Compensation	\$ 5,000	\$ 3,000
FICA	\$ 60,000	\$ 60,000
Public Liability Insurance	\$ 22,000	\$ 22,000

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
IMRF	\$ 65,000	\$ 50,000
Audit	\$ 9,000	\$ 8,000
TOTAL FREE PUBLIC LIBRARY FUND	\$ 2,226,467	\$ 2,158,688
TOTAL AMOUNT APPROPRIATED / LEVIED	<u>\$ 34,629,092</u>	<u>\$ 8,760,827</u>

Section IV: The total amount of eight million, seven hundred sixty thousand, eight hundred twenty seven and no/100 Dollars (\$8,760,827.00) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village of Forest Park according to the value of said property as assessed and equalized for state, county, and municipal purposes for the current year.

Section V: This Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Section VI: There is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount of eight million, seven hundred sixty thousand, eight hundred twenty seven and no/100 Dollars (\$8,760,827.00), which said total amount the Village of Forest Park, Cook County, Illinois, requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of Cook County, Illinois, on or before the time required by law, a certified copy of this Ordinance.

Section VII: If any item, purpose, sentence or portion thereof of this Ordinance be, for any reason, held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and any ordinance or parts of any ordinance in conflict herewith are repealed.

Section VIII: This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved:

Mayor

Attest:

Village Clerk

**A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE
SEPARATE LIMITING RATES FOR THE TAX LEVY OF THE VILLAGE OF
FOREST PARK, ILLINOIS FOR THE 2022 TAX LEVY YEAR**

WHEREAS, pursuant to section 18-195 of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 *et seq.*) the corporate authorities of a municipality may request the county clerk to calculate separate limiting rates for the library funds and the aggregate of the other village funds.

WHEREAS, the corporate authorities of the Village of Forest Park have determined that it is in the best interest of the Village to request the Cook County Clerk to calculate separate limiting rates for purposes of the Property Tax Extension Limitation Law.

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

Section 1. Direction to the County Clerk to Calculate Separate Limiting Rates.

The corporate authorities of the Village of Forest Park, Illinois, do hereby request and direct the Cook County Clerk to calculate separate limiting rates for the library funds and the aggregate of the other Village funds for the purposes of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 *et seq.*) for the Village of Forest Park 2022 tax levy.

Section 2. Direction to File Resolution with County Clerk.

The Village Clerk, or her designee, be and is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Tax Extension Division of the Cook County Clerk's Office.

Section 3. Effective Date.

This Resolution shall take effect upon its passage, as provided by law.

Resolved this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

**AN ORDINANCE SPECIFYING THOSE FUNDS TO BE REDUCED
BY THE COUNTY CLERK IN THE EVENT THAT THE VILLAGE
ANNUAL TAX LEVY EXCEEDS A STATUTORY TAX LIMITATION**

WHEREAS, the Village of Forest Park is a municipal corporation of the State of Illinois and is subject to the Property Tax Extension Limitation Law (“PTELL”); and

WHEREAS, the Clerk of Cook County is required to reduce proportionally the levy of each fund subject to the Act in the event the levy exceeds the applicable statutory tax cap limitation, unless otherwise directed by the Village in the form of a resolution or ordinance specifying an alternative allocation; and

WHEREAS, the corporate authorities of the Village have reviewed the current status of the tax cap limitation and its possible effect upon property tax levy revenues and have determined that any amount by which the Village levy exceeds a tax cap limitation should be borne by the fund(s) set forth in this Ordinance so as not to impact adversely the ongoing operations and provisions of services as maintained by the Village.

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

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The Clerk of Cook County is directed to reduce the levy for the fund(s) listed below by the amount necessary to prevent the total levy from exceeding the tax cap limitation imposed under the Property Tax Extension Limitation Law for the 2022 tax extension:

<u>DESCRIPTION FUND</u>	<u>PERCENT OF EXCESS AMOUNT BY WHICH FUND TO BE REDUCED</u>
Corporate Fund	<u>100%</u>
Total	100%

Section 3. Only the fund(s) listed and identified in Section 2 shall be reduced in the event that the Village tax levy for 2022 exceeds the tax cap limitation. In the event that the fund(s) identified in Section 2 is less than the amount of the necessary reduction, the remainder of the reduction shall be proportionally allocated among all remaining funds.

Section 4. This Ordinance is not a modification of any prior ordinance relating to the real property taxes levied by the Village with respect to real property located within the Village and is intended solely to provide direction to the County Clerk of Cook County regarding the allocation of the reduction in total extended levy in excess of the tax cap limitation imposed under PTELL. Any ordinance or portion of an ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of such conflict.

Section 5. The Village Clerk is directed to file, or cause to be filed, a certified copy of this Ordinance with the Clerk of Cook County.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 19, 2022

Issue Statement

Request for Village Council Action related to amendments to the Municipal Code of the Village of Forest Park governing the Environmental Control Commission previously adopted on June 12, 1971 by ordinance no. O-4-71.

Background

The original code which created the Environmental Control Commission was very limited in detail with regard to the number of members, terms, and duties. The proposed amendments recommend a seven (7) member board, with each member serving a four (4) year term. Commission members will be appointed by the Mayor with consent from the Village Council in keeping with the appointment process consistent of other Village Boards and Commissions. The commission's duties have been updated to give the commission framework in which it should operate regarding environmental sustainability and conservation in the Village of Forest Park.

Attachments

- Village Code amendment resolution concerning the Environmental Control Commission

ORDINANCE NO. O-_____-22

AN ORDINANCE AMENDING SECTION 2-8
OF CHAPTER 8 OF TITLE 2 OF THE
MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK

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

Section 1. Section 2-8, entitled “ENVIRONMENTAL CONTROL COMMISSION,” of
Title 2, entitled “Boards and Commissions,” of the Code of the Village of Forest Park (“Code”)
is hereby amended as follows:

2-8: ENVIRONMENTAL CONTROL COMMISSION

2-8-1: COMMISSION CREATED; MEMBERS:

There is hereby created a commission to be known as the environmental control commission
~~consisting of as many members as the village council may deem necessary,~~ which shall consist
of seven (7) members who shall be residents of the village and serve for a period of four (4)
years, and who shall be appointed by the mayor, by and with the consent of the village council,
to serve without compensation.

2-8-2: ~~TERMS;~~ MEETINGS:

~~A. The members of the commission shall serve at the pleasure of the village council without
compensation.~~

BA. Meetings of the commission shall be held monthly at such times and places as the
commission shall from time to time direct.

2-8-3: DUTIES:

~~The commission shall serve to promote and ensure the cleanliness of water and air; study and
make recommendations to the village council on all other matters related to the environment of
the community.~~

- ~~A. The commission shall serve to promote and ensure the cleanliness of water and air.~~
- ~~B. Promote the protection of the public’s health, safety and welfare as it relates to
environmental sustainability.~~
- ~~C. Promote the conservation of natural resources and protection of the environment.~~
- ~~D. Provide educational information relative to the environment and natural resources.~~
- ~~E. Collect general environmental information as may pertain to the quality of life within the
village as it relates to environmental sustainability and to make such material available to
the village council.~~
- ~~F. Make recommendations to the village council for adoption of policies, programs and/or
goals which would improve or sustain the environment of the village and which would
not conflict with state or federal laws or regulations.~~
- ~~G. Perform such other duties and functions as may be requested of the village council which
are within or reasonably related to the commission’s general powers and duties.~~

Section 2. The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to “Section,” “Article,” Chapter” or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

Section 3. All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section 5. 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 19th day of
December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



BIG CITY ACCESS

SMALL TOWN CHARM
www.forestpark.net

Rory E. Hoskins

To: The Honorable Commissioners

Date: December 14, 2022

Dear Commissioners.

I am seeking your support in the re-appointment of the following candidates to their corresponding boards and commissions due to an expired term:

Etta Worthington	Environmental Control Commission
William Gerst	Environmental Control Commission
Jessica Rinks	Environmental Control Commission
Scott Whitebone	Environmental Control Commission
Karen Rozmus	Environmental Control Commission
David Guylas	Environmental Control Commission

Your favorable support would be appreciated,

Mayor Hoskins

RESOLUTION NO. R-__-22

**A RESOLUTION CONFIRMING THE APPOINTMENT OF
THE MEMBERS TO THE FOREST PARK ENVIRONMENTAL CONTROL
COMMISSION**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) are authorized though Section 2-8-1 of the Village Code of the Village of Forest Park to appoint an Environmental Control Commission of seven (7) members, each of which are to be Village residents, and to have terms of four (4) years each; and,

WHEREAS, the corporate authorities of the Village have appointed Village residents at various times to serve as members of the Environmental Control Commission; and,

WHEREAS, the corporate authorities of the Village have reviewed the appointments of current Environmental Control Commission members and desire to confirm and ratify the appointments and term expirations.

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

Section 1. The corporate authorities of the Village hereby confirm and ratify the appointments of the following members to the Environmental Control Commission:

<u>Appointees</u>	<u>Appointment Term Expiration</u>
Vacant	April 30, 2023
Etta Worthington	April 30, 2023
William Gerst	April 30, 2023
Jessica Rinks	April 30, 2023
Scott Whitebone, Chair	April 30, 2023
Karen Rozmus	April 30, 2023
David Gulyas	April 30, 2023

Section 2. This Resolution shall be in full force and effect upon its adoption.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 19th
day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 19th day of December, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this 19th day of December, 2022.

Vanessa Moritz, Clerk

Forest Park Police Department

Memorandum

DATE: December 16, 2022
TO: Village Administrator Moses Amidei
FROM: Dora Murphy
RE: Animal Care League

The Forest Park Police Department has had a standing agreement with the Animal Care League located right next door in the Village of Oak Park. The ACL is a non-kill shelter for Forest Park Stray animals; dogs, cats, rabbits. I would like to request the Village Council to approve the contract with ACL which will provide care and safety to the above said stray animals until they are reunited with their owner. Locally this is the only shelter that is not only a non-kill shelter but also in the immediate area for our residents. We have used the ACL for the past 10 years without incident.

Respectfully Submitted,

Dora Murphy

RESOLUTION NO. R - _____ -22

**A RESOLUTION APPROVING AN ANIMAL BOARDING SERVICES FOR
IMPOUNDED ANIMALS AGREEMENT WITH THE ANIMAL CARE LEAGUE**

WHEREAS, from time to time the Village of Forest Park (the “Village”) impounds domestic animals regularly kept as pets (“Animals”) found running at large with in the Village and requires a boarding facility to temporarily house and care for such Animals; and

WHEREAS, the Animal Care League, 1013 Garfield Street, Oak Park, Illinois (the “ACL”) provides boarding services for impounded Animals;

WHEREAS, the corporate authorities of the Village find that it is in the best interest of the Village to enter into an Animal Boarding Services for Impounded Animals Agreement with ACL (the “Agreement”) for the temporary boarding of Animals impounded by the Village.

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

Section 1. That the Animal Boarding Services for Impounded Animals Agreement, a copy of which is attached hereto as Exhibit A, is hereby approved and the Chief of Police is authorized to execute the Agreement in substantially the form attached hereto with such changes as may be authorized by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 2. That the officials, officers, employees and agents of the Village are hereby authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Agreement.

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

Resolved this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

EXHIBIT A

**ANIMAL BOARDING AGREEMENT
WITH ANIMAL CARE LEAGUE**



Helping Animals Since 1973

Animal Boarding Services of Impounded Animals in Forest Park

The following Service Agreement is provided by the Animal Care League (ACL) located at 1011 Garfield St.; Oak Park, IL 60304 to the Village of Forest Park (VFP), IL in relation to boarding services for stray animals impounded by the animal control function of the Village of Forest Park. The Proposal outlines the services to be provided by the ACL and the fee required for these services (to be paid by the Village of Forest Park **quarterly**). For the purpose of this document, “animal” refers to domestic animals that are regularly kept as pets. Wildlife is not covered under this agreement.

Background/Mission:

The Animal Care League is a not-for profit 501© 3 corporation which has been providing a safe haven to animals in need since 1973. The ACL’s mission is to provide shelter, medical care, and comfort to animals in need; reducing animal overpopulation; and acting as a community resource, thus promoting the human/animal bond. Animal Care League is committed to providing quality care for all of the animals coming through its doors regardless of age, breed or species. This quality care includes each animal not only having the basics such as food, water and medical care but also enrichment such as walks, toys, blankets, play time and human affection. Each animal will be treated with respect, and handled with the safety of the animal and the public in mind. Although Animal Care League strives to increase its adoption numbers, program goals, and services offered, it is committed to doing so without losing sight of the individual needs of each animal in its care. Animal Care League continues to work to expand resources in order to provide animals needing special care (medical or behavioral) the opportunity to receive that care and be placed for adoption.

After the property of ACL, animals will be evaluated on an individual basis for temperament and overall health. Animals that pass an initial behavioral and health screening will be moved through to the adoption program. Animals requiring additional medical or behavioral resources will be moved through to the adoption program at the discretion of the Animal Managers, Shelter Manager and Executive Director. Once an animal is placed up for adoption, every attempt will be made to provide the animal with the necessary resources to succeed. Animal Care League does not euthanize an animal for reasons of limited space, length of stay, age or breed.

Transfer of Ownership:

Stray animals impounded by the Village of Forest Park will be housed at the ACL, but are the property of the Village of Forest Park during the “holding period”. The “holding period” is defined as five (5) calendar days in the case of a stray animal with no identification such as a current license tag, rabies tag, microchip, tattoo, etc OR seven (7) calendar days in the case of a stray animal which has a form of identification (such as those listed above)”. On the 6th or 8th calendar day respectively, said impounded animal become the property of the Animal Care League, at which time they will receive the same care and considerations as all other animals in the ACL’s care. In the event one of the following ACL recognized Holidays; New Year’s Day, observance of Memorial Day, July 4th, observance of Labor Day, Thanksgiving Day and Christmas Day, land within above mentioned holding periods the holding period will extend one (1) day.



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PARTNERSHIP, COMMUNICATIONS & TRAINING

Partnership

The Village agrees to work in partnership with ACL to better serve pets and people in the community, to work together to reduce the number of pets entering the shelter, and to offer resources to pet owners which help to keep pets and people together.

The Village agrees to be an active partner/co-host in community vaccine, microchip, or Check Your Chip events.

Communication of Key Messages

The Village agrees to utilize Village marketing resources to share key messages and ensure community residents know about the partnership between ACL and the Village including but not limited to:

- a. Include information about lost pet reunification in utility bills (if applicable)
- b. Include information about lost pet reunification and events in Village newsletter, website, and social media channels.
- c. Provide information to residents via social media and/or email/website

Training/Continued Education

The Village agrees to integrate animal training into the continuing education framework of the municipality. Animal Care League will provide support/resources if needed including opportunities for/recommendations on animal control continued education courses.

Scope of Services:

During the “holding period” the ACL will provide the following services to stray animals impounded by the VFP.

- Care, maintenance, feeding, boarding, necessary medical care and associated recordkeeping for animals impounded by the Village of Forest Park, including but not limited to:
 - Fresh, clean, drinkable water at all times
 - Daily cleaning of walls, floors, ceilings, cages and all other equipment at the facility.
 - A daily walk through (at the beginning of each day) noting any unusual animal behavior, unusual water/food intake and/or any unusual elimination patterns.
 - Periodic (at least once every hour) inspections of animal holding areas, noting unusual animal behavior, unusual water/food intake and/or any unusual elimination patterns. Additionally, perform clean up duties as needed.
- All animals brought to the ACL by a Village of Forest Park Police Officer will be examined by a trained Animal Care Technician within 24 hours of admission. When a veterinary examination is required, one will be provided by a licensed veterinarian. Unusual examination results and veterinary examinations will be documented.
- Examination findings, diagnosis, observations or treatments will be documented, including the date, time and notes surrounding the exam.



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- De-worming and vaccinations per ACL intake protocol to maintain herd health unless contradicted by an examination.
- Maintenance of written records of each impounded animal including description, breed, condition of animal, time and date of impoundment, date of release, name of person bringing the animal in and the name of the person to whom the release is made and by whom.
- Stray animals will only be released to their owners when proof of ownership has been established, and applicable fees have been paid. No impounded animal will be euthanized during the required holding period unless authorized by the Village of Forest Park or unless in a medical condition where euthanasia is deemed necessary by a veterinarian. In the event that a euthanasia decision needs to be made during the hold period (due to safety or medical condition), the Executive Director will also have the authority to approve this decision.
- Treatment of all minor medical conditions such as internal parasites, skin conditions, ear infections, conjunctivitis, upper respiratory infections, arthritis, etc. unless otherwise instructed by a licensed veterinarian.
- Use of sedation and anesthesia when indicated for animal comfort to facilitate restraint or treatments, including but not limited to, flushing wounds, applying bandages, taking x-rays, etc.
- Keep animals with suspected contagious conditions isolated from other animals.
- Immediately inform the Village of Forest Park animal control officers/police officers if any staff member, visitor or volunteer is bitten by an impounded animal.
- Provide for the proper socialization of all animals.
- Board one dog or animal per cage unless the animals are litter mates, from the same household or it is deemed appropriate by a certified animal behavior consultant/behaviorist.
- Provide adequate staff to feed animals daily and maintain a clean environment.
- Make necessary provisions for adequate oversight of the animal's medical conditions by a licensed veterinarian.
- Assist owners and potential adopters in identifying and viewing animals at its facility.
- Work in partnership with the Village of Forest Park Police Department in the completion of forms required to release an animal to its owner.
- Maintain adequate records of exam, treatment, conditions and behavioral observations.
- Adhere to all relevant laws and ordinances pertaining to animal control of the Village of Forest Park, Illinois.

Additional Specifications:

- Village of Forest Park Police Officers agree to make a reasonable attempt at reunification in the field prior to impoundment (scanning for a chip/checking tags/asking neighbors, etc.)
- Village of Forest Park Police Officers with impounded animals will have 24 hour access, 7 days a week to drop off the animals(s) in their custody at the ACL.
- ACL agrees to provide Village of Forest Park any documentation required relative to animal redemption as requested.
- Animals impounded which are in need of immediate medical attention after hours or in the event that ACL does not have medical staff on site, the animal must be taken directly to a veterinarian's office by



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the impounding officer/Village of Forest Park. Any medical bills arising out of this visit are the responsibility of the Village of Forest Park unless otherwise discussed and approved by ACL.

- After the required holding period, an animal's owner may have their pet returned to them by paying the required fees to ACL if said animal is still available. The ACL will charge the owner the \$25 per day boarding fee regardless of the end date of the required hold period before releasing an animal. If, after the holding period, said animal is adopted or transferred to another facility then the ACL is not required to return the animal to its original owner.
- The ACL does not assume the responsibility for the duties and responsibilities of the Village of Forest Park or the Village of Forest Park Police Officers, including but not limited to, collecting stray animals, notifying residence of license renewal dates, levying tickets, issuing notices and/or collecting fines for violations of the Village of Forest Park Animal Control Ordinance or collecting fees associated with the return of an impounded animal to its owner. Village of Forest Park Police Officers remain as staff members of the Village of Forest Park and are not employed by the ACL.
- The ACL is responsible for medical treatment and associated bills in accordance with the ACL internal policies, procedures and insurance policies when a person is injured by a properly Village of Forest Park impounded animal. An improperly impounded animal is defined as one which is not properly restrained within the ACL by a Village of Forest Park employee when relinquishing said animal with no ACL employee present. (Properly restrained is defined as being securely confined in the required holding kennels/cages). Additionally, improperly impounded animals include instances where the impounding Village of Forest Park employee knowingly communicates incomplete or incorrect information regarding a specific animal. Communication may be incomplete/incorrect verbal or written records. If an animal is improperly impounded by a Village of Forest Park employee, then the Village of Forest Park is responsible for any person's medical expenses resulting from injury caused by said animal while improperly impounded.
- The Village of Forest Park hereby releases and forever discharges the Animal Care League, its members, officers, directors, employees, agents and representatives from any and all liabilities, actions, causes of action, claims, damages, costs, or losses incurred which may arise out of or relate to the impoundment of stray animals by the Village of Forest Park.
- An ACL employee will be available to release an animal to its owner between the hours of 9:00am and 5:00pm Monday-Friday and 10AM-5PM Saturday and Sunday, assuming said owner presents ACL with **acceptable standard proof of ownership** The ACL will not have an employee available to release an animal when the following holidays fall during this time period: New Year's Day, observance of Memorial Day, July 4th, observance of Labor Day, Thanksgiving Day and Christmas Day.

Term of the Agreement:

The above agreement will be in effect for a period of 3 years or until cancelled by either the Village of Forest Park or the Animal Care League. The canceling party will give a minimum of 30 days notice of cancellation. On the last day the contract is in effect, fees owed or overpaid will be calculated and paid by the appropriate



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party. Furthermore, any animal housed at the ACL which was impounded by the Village of Forest Park AND is still in the “holding period” will either be returned to the Village of Forest Park or ownership officially transferred to ACL by the Village of Forest Park.

The terms and fees associated with this contract will be in effect as of January 1, 2023 until December 31, 2025. At that time, the ACL and Village of Forest Park will review and re-sign the contract and to determine if changes are required by either party.

Contract Fees & Terms:

For communities with animal intakes of 101 or more pets annually: \$1,000/month
For communities with animal intakes of 51 to 100 pets annually: \$600/month
For communities with animal intakes of fewer than 50 pets annually: \$300/month

Monthly payments may be annualized for accounting purposes. The first two years of the contract, the fee will remain static unless animal intake shifts the category. Thereafter in years 3-5, the amount will increase by 5% to stay in line with inflation and supply cost escalation.

Payments that are greater than 30 days late will begin accruing interest and payments greater than 90 days late will result in an automatic cancellation of the contract.

The Village of Forest Park will pay the ACL a fee of \$300 per month, **billed quarterly** for years 1 & 2 with year 3 billed at \$315 per month. At any time if services provided require resources above and beyond the negotiated monthly fee, or the Village of Forest Park exceeds the annual animal intakes, ACL has the right to adjust the monthly fee for services. Fees for animal holding services are due per the agreed invoice schedule. ***See Invoice**

Each party confirms agreement with this contract by signing below.

Animal Care League

Kira Robson; Executive Director
Signature

Date

Village of Forest Park

Chief of Police
Signature

Date

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 19, 2022

Issue Statement

Request for Village Council action related to the 2023 Paratransit Service Provider Agreement Between the Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park

Background

The Village of Forest Park Howard Mohr Community Center provides local rides to Forest Park seniors in need of transportation to such places as grocery stores or doctor's appointments. Community Center staff also provides drop off and pick up from District 91 schools for students enrolled in the Center's Before and After School Program. The agreement with PACE provides the Village with PACE-issued buses and full insurance, while the Village provides licensed drivers and adheres to the PACE guidelines for use. In order for the Village to continue providing transportation services to residents, the Community Center is requesting approval of this agreement for the 2023 calendar year.

Attachments

- 2023 Paratransit Service Provider Agreement by and between the Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park

RESOLUTION NO. R- ____ -22

**A RESOLUTION APPROVING A 2023 PARATRANSIT SERVICE
PROVIDER AGREEMENT BETWEEN SUBURBAN BUS DIVISION
OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE)
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village has previously entered into a Paratransit Service Provider Agreement with the Suburban Bus Division of the Regional Transportation Authority (PACE) which expires on December 31, 2022; and

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

WHEREAS, the Village of Forest Park and the Suburban Bus Division of the Regional Transportation Authority (PACE) have agreed to enter into a service provider agreement to obtain public bus service within the Village of Forest Park for the year 2023 in exchange for the payment of operating, capital and other expenses; and

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

Section 1. That certain 2023 Paratransit Service Provider Agreement by and between Suburban Bus Division of the Regional Transportation Authority (PACE) and the Village of Forest Park, a copy of which is attached hereto as Exhibit A, is hereby authorized and approved.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, said 2023 Paratransit Service Provider Agreement.

Resolved this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 19th day of December, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A

2023 Paratransit Service Provider Agreement

2023

PARATRANSIT SERVICE PROVIDER AGREEMENT

BY AND BETWEEN

SUBURBAN BUS DIVISION

OF THE

REGIONAL TRANSPORTATION AUTHORITY (PACE)

AND

Village of Forest Park
SERVICE PROVIDER

PROVIDER

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

2023 PARATRANSIT SERVICE PROVIDER AGREEMENT

This 2023 paratransit service provider agreement ("Agreement") is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), and the Village of Forest Park, an Illinois unit of local government ("Service Provider").

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

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

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

The parties agree as follows:

ARTICLE 1

SCOPE, DESCRIPTION, AND CHANGES IN SERVICES

Section 1.1. Services.

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

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

B. Changes in Services.

1. Service Provider-Initiated Change.

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

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

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

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

ARTICLE 2 **EQUIPMENT**

Section 2.1. Provision of Equipment by Pace.

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

or failure immediately upon Pace's written demand. Those costs and expenses will not be an Operating Expenditure for purposes of this Agreement.

- E. **Returns and Substitutions.** Service Provider shall deliver any Pace Equipment, which Pace designates Service Provider to return or transfer, to the place(s) within the Region at the time(s) as Pace directs. Service Provider shall accept delivery of any substitute Pace Equipment at the place(s) within the Region at the time(s) as Pace directs. All terms and conditions of this Agreement will apply to substitute Pace Equipment.
- F. **Surplus.** Any Pace Vehicle not scheduled for use in the Services and not required as spares for ten days or more will be considered a surplus Pace Vehicle. Any other Pace Equipment that Pace determines is not required for the Services or other services pursuant to this Agreement will be considered surplus Pace Equipment. Pace may require Service Provider to return surplus Pace Vehicles and/or surplus Pace Equipment to Pace, transfer them to Pace's designee, or store them at locations as Pace may direct.
- G. **Repossession.** If Service Provider fails to return or deliver any Pace Equipment as Pace directs or use, repair, or maintain any Pace Equipment in accordance with this Agreement, Pace may enter any premises where the Pace Equipment is or may be located and take possession of and remove the Pace Equipment without demand, legal process, or a breach of the peace. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of that repossession. Service Provider shall reimburse Pace for all costs and expenses, including reasonable attorneys' fees, that Pace incurs in connection with any claim, suit, action, or other proceeding arising out of any matter in this paragraph. Those costs and expenses will not be an Operating Expenditure under this Agreement.
- H. **Inspection.** Pace may inspect the Pace Equipment at any time, with or without prior notice to Service Provider. Pace may demand that Service Provider furnish a written statement specifying the condition of the Pace Equipment or any part of the Pace Equipment. Service Provider shall furnish that statement to Pace within ten days after receiving Pace's demand. If Pace determines, in its sole discretion, that Service Provider has not maintained any Pace Equipment in accordance with this Agreement, Pace will provide Service Provider with a written report of the deficiencies. If that report discloses non-safety-related deficiencies, Service Provider shall correct them within 30 days. If that report discloses safety-related deficiencies, Service Provider shall immediately remove the affected Pace Vehicle from service and correct them as soon as practicable prior to returning the affected Pace Vehicle to service. Pace may appoint a designee to perform one or more of the functions assigned to Pace under this section 2.1(H).
- I. **Return of Pace Equipment and Records Upon Termination or Expiration of Agreement.** Immediately upon termination or expiration of this Agreement, Service

Provider shall surrender the following items to Pace and deliver them to the place(s) within the Region at the time(s) that Pace directs:

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

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

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

- K. **Warranty.** Neither Pace nor Service Provider is the manufacturer of the Pace Equipment or is the manufacturers' agent; therefore, neither Pace nor Service Provider makes any express or implied warranty of any nature regarding the Pace Equipment, including but not limited to its merchantability or fitness for any particular purpose, design or condition, workmanship, freedom from latent defects, compliance with the requirements of any law, rule, specification, or

contract, or non-infringement of any patent, trademark or license. Provided Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve all manufacturers' warranties regarding the Pace Equipment. This Agreement will not operate to release or waive any rights of Pace or Service Provider against any person or entity not a party to this Agreement, including the manufacturer of the Pace Equipment.

Section 2.2. Maintenance of Pace Equipment by Service Provider.

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

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

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

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

Section 2.3. Operation of Pace Equipment by Service Provider.

- A. **General Operating Standard.** Service Provider shall use all Pace Equipment (1) in accordance with this Agreement, the operating procedures in the Manual, and all applicable federal, state, and local laws and regulations and (2) solely for the purpose of providing the Services or as otherwise approved in advance in writing by Pace.

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

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

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

ARTICLE 3 EMPLOYEES

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

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

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

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

ARTICLE 4 **COMPLIANCE WITH LAWS**

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

- A. the payment of minimum wages to employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public;
- B. employee protection, if required, under section 5333(b) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. § 5333(b), and section 2.16 of the Regional Transportation Authority Act, 70 ILCS 3615/2.16, for persons employed by Service Provider to provide the Services; and
- C. anti-discrimination and equal employment opportunity Laws, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981 and 1983, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*
 - 1. Service Provider shall not discriminate against any employees or applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Service Provider shall take affirmative action to ensure that it employs applicants, and treats employees during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. That action includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. Service Provider shall insert the provisions of this section 4.1(C)(1) in all subcontracts relating to the provision of the Services.

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

- d. That it shall send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Service Provider's obligation under the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750. If any labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750, Service Provider shall promptly notify the Department and Pace and shall recruit employees from other sources when necessary to fulfill its obligations under this Agreement;
 - e. That it shall submit reports as required by Ill. Admin. Code tit. 44, part 750, furnish all relevant information as may from time to time be requested by the Department or Pace, and in all respects comply with the Illinois Human Rights Act and Ill. Admin. Code tit. 44, part 750;
 - f. That it shall permit access to all relevant books, records, accounts, and work sites by personnel of Pace and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations;
 - g. That it shall include verbatim or by reference the provisions of the equal employment opportunity clause set forth in section 4.1(C)(3)(a)-(g) in every subcontract awarded under which any portion of the obligations under this Agreement is undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance with applicable provisions of this clause by subcontractors; and further Service Provider shall promptly notify Pace and the Department in the event any subcontractor fails or refuses to comply with those provisions. In addition, Service Provider shall not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
4. **Disadvantaged Business Enterprises.** Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Service Provider's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Pace deems appropriate.

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

ARTICLE 5

REPORTS AND RECORDS

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

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

Section 5.2. Records. Service Provider shall create and maintain accurate and complete records of the Services that Service Provider performs and the time that Service Provider spends, the materials, equipment, and supplies that Service Provider purchases, and the costs that Service Provider incurs in performing the Services, including all records required by this Agreement, the Manual, or the Laws. Subject to section 2.1(l), unless Pace consents in advance in writing to the disposal or destruction of those records, Service Provider shall make those records available for review, inspection, and audit in accordance with section 5.3 during the Term and for three years thereafter or such longer period as required by law or applicable grant or as necessary for any pending litigation or other claim relating to this Agreement or the Services (the "record retention period"); provided, however, prior to Service Provider's disposal or destruction of those records following the record retention period, Service Provider shall notify Pace of the date on which Service Provider intends to dispose of or destroy those records, which date must be at least 90 days after the effective date of

that notice. Pace will have 90 days after receipt of Service Provider's notice to notify Service Provider to not dispose of or destroy those records and to deliver them to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

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

ARTICLE 6

THIRD-PARTY PROVIDERS

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

ARTICLE 7

INDEMNIFICATION

Section 7.1. General.

- A. Pace shall indemnify and defend Service Provider, Third-Party Providers, and their respective board members, directors, officers, employees, agents, and volunteers (collectively, the "Service Provider Indemnitees") from and against all auto liability injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including attorneys' fees, which may accrue against one or more Service Provider Indemnitees and which arise out of the use of Pace Vehicles in the Services, provided Service Indemnitees comply with the notice and cooperation

requirements specified in section 8.2. Pace's obligation to indemnify and defend under this section 7.1(A) does not extend to willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnitees.

- B. Service Provider shall indemnify and defend, and shall require Third-Party Providers to indemnify and defend, Pace, the Regional Transportation Authority, and their respective board members, directors, officers, employees, agents, and volunteers (collectively, the "Pace Indemnitees") from and against (1) the use of non-Pace Vehicles in the Services, (2) willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnitees, (3) claims of one or more of Service Provider's board members, directors, officers, employees, agents, or volunteers against one or more Pace Indemnitees, and (4) claims of one or more of Third-Party Providers' board members, directors, officers, employees, agents, or volunteers against one or more Pace Indemnitees.

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

ARTICLE 8

INSURANCE PROGRAM AND INSURANCE REQUIREMENTS

Section 8.1. Requirements.

- A. Service Provider shall comply and require Third-Party Providers to comply with the Manual for all Vehicles used in the Services whether those Vehicles are Pace Vehicles, Service Provider Vehicles, or Third-Party Provider-owned Vehicles.
- B. Service Provider shall comply and require Third-Party Providers to comply with all accident and incident notification and reporting requirements in the Manual, including those requirements dealing with personnel standards and rules and drug and alcohol testing.
- C. Upon notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness, or other fault on the part of one or more of Service Provider Indemnitees, Service Provider shall promptly take, and require Third-Party Providers to promptly take, all lawful and reasonable steps to prevent claims or losses as a result of that incompetence, inattention, carelessness, or fault. This section 8.1 will not, however, be construed to require Service Provider or Third-

Party Providers to take any action in violation of their respective obligations under any labor agreement or other employment contract.

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

- A. Pace excludes coverage for claims, actions, and damages arising as the result of willful and wanton, reckless, criminal, or intentional conduct of Service Provider Indemnitees;
- B. Pace excludes coverage for claims of injury or death brought directly or indirectly against Pace, Service Provider, or Third-Party Providers by one or more representatives of Service Provider or Third-Party Providers and arising out of or in connection with the Services;
- C. Pace's self-insured retention and excess insurance are primary over any self-insurance and/or insurance that Service Provider maintains and any self-insurance and/or insurance that Third-Party Providers maintain for claims within the scope of the Insurance Program; any self-insurance and/or insurance that Service Provider maintains and any self-insurance and/or insurance that Third-Party Providers maintain are in excess of Pace's self-insured retention and policies of excess insurance, without right of contribution for claims within the scope of the Insurance Program;
- D. Service Provider shall immediately notify and require its Third-Party Providers to immediately notify Pace of all accidents, incidents, claims, and lawsuits involving any Pace Vehicle used in the Services, including when a previously reported incident or accident results in a claim or lawsuit or a previously reported claim results in a lawsuit;
- E. with respect to any lawsuit within the scope of the Insurance Program's coverage, Pace shall defend Service Provider Indemnitees involved in that lawsuit and will select defense counsel and control the defense of that lawsuit. Pace will not defend Service Provider Indemnitees against any claims that are excluded from coverage as specified in this section 8.2. If a lawsuit includes claims that are both covered and excluded from coverage as specified in this section 8.2, Pace's duty to defend only extends to those portions of that lawsuit that are within the scope of coverage as specified in this section 8.2 and not to any excluded claims. Pace's duty to defend under this section 8.2(E) will cease when the limits of auto liability coverage of Pace's excess insurance policies are exhausted;

- F. Service Provider Indemnitees must cooperate with and assist Pace and any claims service agencies, investigators, and attorneys employed by or on behalf of Pace in the administration, investigation, and defense of all claims for bodily injury, property damage, or physical damage asserted against Pace and/or one or more Service Provider Indemnitees and arising out of the use of Pace Vehicles in the Services;
- G. the failure of Service Provider Indemnitees to comply with the requirements of this section 8.2 will relieve Pace of all obligations that Pace may have to Service Provider Indemnitees under the Insurance Program as stated in this Agreement; and
- H. Service Provider Indemnitees will be an additional insured on Pace's excess insurance.

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

ARTICLE 9

PAYMENT, BUDGET, AND ACCOUNTING

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

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

Section 9.3. Subsidy Payments. Notwithstanding anything to the contrary in this Agreement, in 2023 only, Pace will remit a subsidy to Service Provider in the amount of \$24,242, which will be paid in 12 equal monthly installments beginning in January 2023.

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

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

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

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

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

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

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

ARTICLE 10

TERMINATION

Section 10.1. Termination.

- A. **Termination for Insufficient Funds.** Pace may terminate this Agreement, in whole or in part, upon seven days' advance notice to Service Provider if Pace, in its sole discretion, determines that (1) the Illinois General Assembly, the Regional Transportation Authority, or any funding source has failed to appropriate or otherwise make available sufficient funds in any fiscal year to cover payments to Service Provider pursuant to article 9 or (2) any Vehicle necessary to perform the Services is unavailable for any reason. Pace's notice will specify the extent and effective date of the termination. If Pace terminates part of this Agreement, Service Provider shall continue with the unterminated part.

- B. **Termination for Convenience.** Pace may terminate this Agreement, in whole or in part, at any time, when in Pace's best interest, by notifying Service Provider of the termination. Pace's notice will specify the extent and effective date of the termination. If Pace terminates part of this Agreement, Service Provider shall continue with the unterminated part.
- C. **Termination for Negatively Impacting the Services.** Pace may terminate this Agreement if Service Provider, for any reason other than as specified in section 1.2, cancels, eliminates, reduces, or diminishes the Services without obtaining Pace's prior written approval. Pace shall notify Service Provider of the termination, which will be effective 24 hours after the date of that notice.
- D. **Termination for Breach.** If Pace, in its sole discretion, determines that Service Provider has breached this Agreement by failing to timely perform any of its material obligations under this Agreement or to comply with any of its material obligations under this Agreement, Pace may terminate this Agreement for breach by notifying Service Provider of the termination. Pace will allow Service Provider 21 days from the date of Service Provider's receipt of that notice to cure the breach ("Cure Period"). Pace's notice will state the nature of the breach, the Cure Period, and any other conditions Pace deems appropriate. Pace may terminate this Agreement without any further obligation to Service Provider or extend the Cure Period if Service Provider fails to remedy the breach to Pace's satisfaction within the Cure Period. Termination will not preclude Pace from also pursuing all available remedies against Service Provider for breach. If, after termination for breach, Pace determines that Service Provider was not in breach, Pace will treat the termination as a termination for the convenience of Pace.

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

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

ARTICLE 11

DUTIES, COVENANTS, AND REPRESENTATIONS

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

- A. **Corporate Existence and Power.** Service Provider is duly organized, validly existing, and in good standing under Illinois law and has the legal power and authority to enter into this Agreement and provide, engage in, and carry out the Services. Service Provider shall maintain its corporate identity during the Term.
- B. **Authorization.** Service Provider's execution of and compliance with this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture, or other instrument applicable to Service Provider.
- C. **Approvals Obtained.** Service Provider has obtained all approvals, consents, permits, licenses, authorizations, and modifications as may be required to permit Service Provider to perform its obligations under this Agreement.
- D. **No Material Litigation.** To Service Provider's knowledge, there are no pending or threatened investigations or legal proceedings involving Service Provider with respect to this Agreement or which are reasonably likely to have a material adverse effect on Service Provider's business, operations, property, or financial condition.
- E. **No Default.** Service Provider is not in default under or with respect to any obligation that could be materially adverse to Service Provider's business, operations, property, or financial condition or that is reasonably likely to materially adversely affect Service Provider's ability to perform under this Agreement.
- F. **No Burdensome Restrictions.** Neither any obligation of Service Provider nor any requirement of law materially adversely affects or, insofar as Service Provider may reasonably foresee, may affect Service Provider's business, operations, property, or financial condition or Service Provider's ability to perform under this Agreement.
- G. **No Sale, Lease, or Encumbrance.** Service Provider shall not sell, lease, encumber, loan, or dispose of any Pace Equipment during the Term.
- H. **Payment Obligations.** (1) Subject to section 11.1(H)(2), Service Provider shall perform and discharge its payment obligations with respect to the Services. (2) Service Provider is not required to perform and discharge those payment obligations during the period when Service Provider is contesting them in good faith by appropriate proceedings, provided Service Provider has set aside an adequate reserve on its books with respect to them. Immediately upon a final adjudication of those proceedings that is adverse to Service Provider after expiration of all appeal periods, Service Provider shall perform and discharge those payment obligations.
- I. **No Bar from Public Contracts.** Service Provider is not barred from contracting with Pace as a result of a violation of either section 33E-3 or 33E-4 of the Illinois Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

- J. **Opinion of Counsel.** Service Provider shall provide Pace with the opinion of an attorney licensed to practice law in Illinois at or before the time Service Provider signs this Agreement. That opinion must be in the form specified in exhibit E.

ARTICLE 12

GENERAL PROVISIONS

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

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

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

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

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

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

If to Pace:

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

If to Service Provider:

Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130-1801

Attention: Rory E. Hoskins, Mayor
Fax Num: 708-488-0361

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13

REMEDIES

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

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

ARTICLE 14

DEFINITIONS

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

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

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

Effective Date. The date that Pace signs this Agreement.

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

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

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

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

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

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

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

- A. amount that Service Provider shall pay to Pace pursuant to this Agreement;
- B. incidental expense as determined by Pace;
- C. excessive or unreasonable expense as determined by Pace;
- D. expense for fees, licenses, local government taxes, or other charges unless the Approved Budget specifies that expense or Service Provider obtains Pace's prior written approval of that expense;
- E. expense that does not conform with the Approved Budget, Pace's direction, Pace's prior written approval, or a federal or state law requirement that Pace determines is applicable to this Agreement;
- F. expense for insurance coverage that is duplicative of coverage under the Insurance Program;
- G. expense resulting from the amortization or payment of any debt that Service Provider incurred prior to the Term or without Pace's prior written approval;
- H. interest expense unless Service Provider obtained Pace's Prior written approval;
- I. sinking fund expense;
- J. expense resulting from the amortization of any intangible cost to the extent that expense does not meet Pace's evaluative criteria for allowable amortization;
- K. depreciation expense;
- L. non-cash expense unless Service Provider obtained Pace's prior written; and
- M. expense that Pace will not reimburse as specified in exhibit D.

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

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

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

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

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

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

Term. The term of this Agreement, which commences on January 1, 2023 and ends upon Service Provider's completion of the Services on December 31, 2023 unless earlier terminated in accordance with this Agreement.

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

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

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

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

PACE

SERVICE PROVIDER

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Exhibit A

2023 PARATRANSIT SERVICE PROVIDER AGREEMENT PROPOSED 2023 BUDGET

PROJECT: **VILLAGE OF FOREST PARK**

REVENUE	<u>\$ 23,440</u>
EXPENSES	
OPERATIONS	<u>\$ 114,587</u>
MAINTENANCE	<u>\$ 22,119</u>
ADMINISTRATION	<u>\$ 119,772</u>
TOTAL EXPENSE	<u>\$ 256,478</u>
OPERATING DEFICIT	<u>\$ 233,038</u>
PACE SUBSIDY	<u>\$ 71,428</u>
2022 ADDITIONAL MONTHLY SUBSIDY PAYMENT	<u>\$ 24,242</u>
LOCAL SHARE	<u>\$ 137,368</u>
RIDERSHIP	23,809
VEHICLE HOURS	3,788

Exhibit B

2023 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF FOREST PARK

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

14246

14250

Exhibit C

2023 PARATRANSIT SERVICE PROVIDER AGREEMENT

PARATRANSIT REIMBURSEMENT GUIDELINES

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

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

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

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

Exhibit D

2023 PARATRANSIT SERVICE PROVIDER AGREEMENT

TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF FOREST PARK

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

Exhibit E

SERVICE PROVIDER COUNSEL'S OPINION LETTER FORM

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

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

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

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

Service Provider Counsel's Signature

Service Provider Counsel's Printed Name

Date

RESOLUTION NO. R-_____ -22

**A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE 2022
ALLEY IMPROVEMENTS PROJECT FROM J. NARDULLI CONCRETE, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2022 Alley Improvements Project from J. Nardulli Concrete, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the amount of Two Hundred Sixty-Six Thousand Nine Hundred Seventy-Five and 72/100 Dollars (\$266,975.72); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the amount of Two Hundred Sixty-Six Thousand Nine Hundred Seventy-Five and 72/100 Dollars (\$266,975.72) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

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

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 19th day of December, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

2022 ALLEY IMPROVEMENTS PROJECT
PAY REQUEST #1 (Final)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 8, 2022

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

Attention: Salvatore Stella
Director of Public Works

Subject: 2022 Alley Improvements Project
Pay Request #1 - FINAL
(CBBEL Project No. R000023.00108)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 (FINAL) submitted by J. Nardulli Concrete, Inc. in the amount of **\$266,975.72** for the work completed. The payment will be:

1.	Contract Amount	\$	285,760.00
2.	Work Completed (FINAL)	\$	266,975.72
3.	Less Previous Payments	\$	0.00
4.	Amount Due	\$	266,975.72

We recommend payment in the amount of **\$266,975.72** to J. Nardulli Concrete, Inc.

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

Sincerely,

Brad S. Bahn
Construction Engineer

J NARDULLI CONCRETE, INC.

PCC Pavement • Curb & Gutter • Sidewalks & Driveways
3517 South 60th Court Phone: (708) 652-3000
Cicero, Illinois 60804 Fax: (708) 652-3006

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
12/7/22		20221207

TO:

Village of Forest Park
517 Des Plaines Ave.
Forest Park, IL 60130

Re:

Village of Forest Park
2022 Alley Improvements Project
Pay Estimate No. 1 & FINAL

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
20200100	Earth Excavation	CU YD	442.00	\$ 50.00	\$ 22,100.00
20201200	Removal & Disposal of Unsuitable Material	CU YD	4.44	\$ 35.00	\$ 155.40
20700420	Porous Granular Embankment, Subgrade	CU YD	4.44	\$ 35.00	\$ 155.40
20800250	Trench Backfill, Special (CA-7)	CU YD	5.00	\$ 90.00	\$ 450.00
2800510	Inlet Filters	EACH	8.00	\$ 230.00	\$ 1,840.00
31101400	Subbase Granular Material, Type B, 6"	SQ YD	1,087.06	\$ 10.50	\$ 11,414.10
42000300	PCC Pavement, 8"	SQ YD	1,087.06	\$ 75.00	\$ 81,529.31
42001650	Pavement Fabric (Special)	SQ YD	1,087.06	\$ 9.00	\$ 9,783.52
42400430	PCC Sidewalk, 5-Inch, Special	SQ FT	220.47	\$ 12.00	\$ 2,645.64
44000600	Sidewalk Removal	SQ FT	220.47	\$ 3.00	\$ 661.41
44004400	Pavement Removal (Special)	SQ YD	1,087.06	\$ 20.00	\$ 21,741.15
5510300	Storm Sewer Removal, 8"	FOOT	25.50	\$ 25.00	\$ 637.50
60200105	Catch Basins, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EACH	-	\$ 7,200.00	\$ -
60234200	Inlets, Type A, Type 1 Frame, Open Lid	EACH	7.00	\$ 2,600.00	\$ 18,200.00
60500050	Removing Catch Basins	EACH	4.00	\$ 800.00	\$ 3,200.00
70101700	Traffic Control & Protection	L SUM	1.00	\$ 10,000.00	\$ 10,000.00
Z0013798	Aggregate for Temporary Access	TON	-	\$ 1.00	\$ -
XX003668	Construction Layout	L SUM	1.00	\$ 5,000.00	\$ 5,000.00
N/A	Preconstruction Video Taping	L SUM	1.00	\$ 450.00	\$ 450.00
N/A	Brick Driveway Removal & Replacement	SQ YD	-	\$ 200.00	\$ -
N/A	Cored Connection to Structure / Sewer	EACH	4.00	\$ 1,065.00	\$ 4,260.00
N/A	Combination Curb and Gutter Removal & Replacement	FOOT	122.50	\$ 40.00	\$ 4,900.00
N/A	Detectable Warnings for Pedestrian Crossings, Furnish & Install	EACH	5.00	\$ 400.00	\$ 2,000.00
N/A	HMA Driveway Removal & Replacement	SQ YD	126.68	\$ 48.00	\$ 6,080.72
N/A	PCC Driveway Removal & Replacement, 8"	SQ YD	327.80	\$ 95.00	\$ 31,141.42
N/A	Structure to be Adjusted	EACH	8.00	\$ 365.00	\$ 2,920.00
N/A	Tensar Geogrid	SQ YD	1,087.06	\$ 2.50	\$ 2,717.64

N/A	Edge Slope Adjustment	FOOT	52.50	\$	12.00	\$	630.00
N/A	Storm Sewers, 8" (Special)	FOOT	-	\$	120.00	\$	-
N/A	Items Ordered by Engineer	DOLLAR	16,325.00	\$	1.00	\$	16,325.00
N/A	Storm Sewers, 8", Ductile	FOOT	34.50	\$	175.00	\$	6,037.50

Total to Date: \$ 266,975.72

Less 0% Retention: \$ -

Less Previous Paid: \$ -

Amount Due

Pay Estimate No. 1 & FINAL: \$ 266,975.72

FINAL WAIVER OF LIEN TO DATE

STATE OF **ILLINOIS**
COUNTY OF **COOK** }

SS

Gyt #
Escrow #

Pay Estimate No. 1 & FINAL

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF FOREST PARK
to furnish LABORERS, MATERIALS, & EQUIPMENT
for the premises known as VILLAGE OF FOREST PARK 2022 ALLEY IMPROVEMENTS PROJECT
of which VILLAGE OF FOREST PARK is the owner.

THE undersigned, for and in consideration of TWO HUNDRED SIXTY SIX THOUSAND NINE HUNDRED SEVENTY FIVE & 72/100
266,975.72 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Additional, the undersigned hereby waives and release any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to
the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics' liens.

DATE December 7, 2022

COMPANY NAME
ADDRESS

J. NARDULLI CONCRETE, INC.
3517 S. 60th CT., CICERO, IL 60804

SIGNATURE, TITLE AND SEAL

Jose A. Gaucin

PRESIDENT

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and titel of officer
signing waiver should be set forth. If the waiver is for a partnership, the partnership name should be used, partner should sign & designate himself as
partner.

CONTRACTOR'S AFFIDAVIT

STATE OF **ILLINOIS**
COUNTY OF **COOK** }

SS
SS

TO WHOM IT MAY CONCERN:

The undersigned, JOSE A. GAUCIN being duly sworn, deposes and
says that he or she is PRESIDENT of
J. NARDULLI CONCRETE, INC. who is the
contractor furnishing CONCRETE CONSTRUCTION work on
building located at VILLAGE OF FOREST PARK - VARIOUS LOCATIONS
owned by VILLAGE OF FOREST PARK

That the total amount of the contract including extras* is 266,975.72 on which he has received payment of
0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or
for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all
labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
J. NARDULLI CONCRETE, INC.	Concrete Constr.	\$ 217,219.22	\$ -	\$ 217,219.22	\$ -
ELMHURST CHICAGO STONE	Ready Mix	\$ 12,556.50	\$ -	\$ 12,556.50	\$ -
RICCIO CONSTRUCTION CORP.	Underground	\$ 37,200.00	\$ -	\$ 37,200.00	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 266,975.72	\$ -	\$ 266,975.72	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE December 7, 2022

SIGNATURE

DAY OF December 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS

7th

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

Sante F. Nardulli
NOTARY PUBLIC

OFFICIAL SEAL
SANTE F NARDULLI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/10/23

FINAL WAIVER OF LIEN – MATERIAL OR LABOR

State of Illinois

December 5, 2022

County of Cook

TO ALL WHOM IT MAY CONCERN

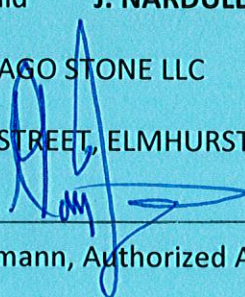
Whereas we the undersigned, Elmhurst-Chicago Stone LLC, have been employed by
J. NARDULLI CONCRETE, INC. to furnish Ready-Mix Concrete for the building known as:

Village of Forest Park 2022 Alley Improvements

Now, therefore, know Ye, that we the undersigned, for and in consideration of the sum
of **\$12,556.50 (Twelve Thousand Five Hundred Fifty Six and 50/100)** and other good and
valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and
release any and all lien, or claim of, or right to lien on said above described building and
premises under the statutes of the State of Illinois relating to Mechanics' Lien, on account of
labor or materials, or both, furnished or which may be furnished by the undersigned to or on
account of the said **J. NARDULLI CONCRETE, INC.** for said building or premises

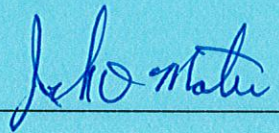
ELMHURST-CHICAGO STONE LLC

400 WEST FIRST STREET, ELMHURST, ILLINOIS 60126

By 
Gary Hofmann, Authorized Agent



SUBSCRIBED AND SWORN BEFORE ME THIS 5th Day of December 2022


Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

FINAL WAIVER OF LIEN

To Whom It May Concern:

WHEREAS the undersigned has been employed by **J. Nardulli Concrete, Inc.** to furnish labor and material for sewer work for the project known as **2022 Alley Improvements** of which the **Village of Forest Park, IL** is the owner.

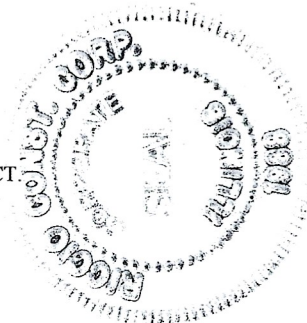
The undersigned, for and in consideration of **Thirty seven thousand two hundred and 00/100 (\$37,200.00)** Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, ADDITIONALLY, the undersigned hereby waives and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, service, material, fixtures, apparatus or machinery, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE December 7, 2022

Riccio Const. Corp.
PO BOX 672, PALOS PARK, ILLINOIS 60464

SIGNATURE AND TITLE  Vice President

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



STATE OF ILLINOIS
COUNTY OF COOK

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE UNDERSIGNED, **Daniel P. Del Ricco** BEING FULLY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS **Vice President OF Riccio Const. Corp.** WHO IS THE CONTRACTOR FURNISHING LABOR AND EQUIPMENT FOR SEWER WORK ON THE PROJECT KNOWN AS **2022 Alley Improvements** OWNED BY THE **VILLAGE OF FOREST PARK, IL**

That the total amount of the contract including extras* **\$37,200.00** on which he or she has received payment of **\$ 0.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers, That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAME	What For	Contract price including extras	Amount Paid	This Payment	Balance Due
Riccio Construction	Labor / equipment	37,200.00	0.00	37,200.00	0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
Total Labor & Material		37,200.00		37,200.00	0.00

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated

DATE December 7, 2022

Signature: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 December 2022.

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

2022-34



RESOLUTION NO. R-_____-22

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #1 FOR THE REHABILITATION OF THE
500,000 GALLON HYDROPILLAR HIGH WATER TANK
AT 7435 FRANKLIN STREET PROJECT TO TECORP, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Rehabilitation of the 500,000 Gallon Hydropillar High Water Tank at 7435 Franklin Street Project ("Project") to Tecorp, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 for completed work to date under the Project, a copy of which is attached hereto As Exhibit A and made a part hereof; and

WHEREAS, the Pay Request #1 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #1; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 to Contractor in the amount of Four Hundred Twenty-Six Thousand Eight Hundred Fifty-Two and 00/100 Dollars (\$426,852.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #1 to Contractor in the amount of Four Hundred Twenty-Six Thousand Eight Hundred Fifty-Two and 00/100 Dollars (\$426,852.00) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 19th day of December, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 19th day of December, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

EXHIBIT A

TECORP, INC.

PAY REQUEST #1



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 5, 2022

Village of Forest Park
517 Des Plaines Ave.
Forest Park, Il, 60130

Attention: Mr. Moses Amidei - Village Administrator

Subject: 500,000 Gallon Hydropillar High Tank Rehabilitation
7435 Franklin St. (North Tank)
Pay Request #1
(CBBEL Project No. 00023.00095)

Dear Mr. Amidei:

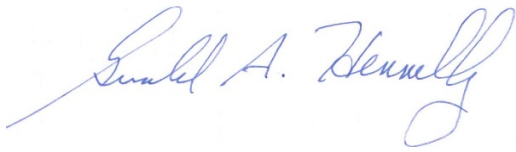
Christopher B. Burke Engineering, Ltd. (CBBEL) has received and reviewed Pay Request #1 in the amount of \$426,852.00 from Tecorp, Inc. which was received on December 2, 2022. Included with the Pay Request is the Contractors Application for Payment, Partial Waiver of Lien to Date and Certified Payrolls. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$1,049,300.00
Change Orders	<u>\$ (79,420.00)</u>
Total Contract Amount	\$ 969,880.00
Work Completed and Stored to Date	\$ 474,280.00
Less Previous Payments	\$ 0.00
10% Retainage	<u>\$ 47,428.00</u>
Amount Due	\$ 426,852.00

All items of work shown on the attached invoice are representative of work completed to date for this project. We therefore recommend payment in the amount of Four Hundred Twenty Six Thousand Eight Hundred and Fifty Two Dollars and Zero Cents (\$426,852.00) to Tecorp, Inc.

If you have any questions, please feel free to contact me.

Sincerely,



Gerald A. Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Department

GAH

Encl: Tecorp Partial Waivers of Lien, Certified Payrolls and Pay Request

cc: Salvatore Stella, Village of Forest Park
Rachell Entler, Village of Forest Park
Jim Amelio, CBBEL
Nick Visvardis, Tecorp Inc.

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Village of Forest Park

Rehabilitation of the 500 MMG Gallon Hydropillar High Tank (North)

CBBEL Project No. 000023.00095

Pay Request 1

Date: 12/05/22

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE	UNITS FROM PREVIOUS INVOICES	UNITS THIS PERIOD	TOTAL UNITS COMPLETED TO DATE	BALANCE TO FINISH	TOTAL VALUE COMPLETED THIS PERIOD	TOTAL VALUE COMPLETED TO DATE	BALANCE TO FINISH	10% RETAINAGE
05 50 00/01	CONTINUOUS WELD SEAM REPAIRS	LIN. FT.	100	\$ 150.00	\$15,000.00	0.00	100.00	100.00	0.00	\$15,000.00	\$15,000.00	\$0.00	\$1,500.00
05 50 00/02	INTERIOR PIN HOLES WELD REPAIRS	EACH	1500	\$ 27.00	\$40,500.00	0.00	1500.00	1500.00	0.00	\$40,500.00	\$40,500.00	\$0.00	\$4,050.00
05 50 00/03	ROOF PIN HOLE WELD REPAIRS	LUMP SUM	1	\$ 6,000.00	\$6,000.00	0.00	1.00	1.00	0.00	\$6,000.00	\$6,000.00	\$0.00	\$600.00
05 50 00/04	INSTALL NEW SAFETY GRABS	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,000.00	\$0.00
05 50 00/05	REMOVE AND REPLACE EXISTING HANDRAIL	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	1.00	1.00	0.00	\$24,000.00	\$24,000.00	\$0.00	\$2,400.00
05 50 00/06	INSTALL ANTENNA CABLE CASING PIPES	LUMP SUM	1	\$ 48,000.00	\$48,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$48,000.00	\$0.00
05 52 13/01	REMOVE AND REPLACE EXISTING ROOF VENT	LUMP SUM	1	\$ 7,500.00	\$7,500.00	0.00	0.50	0.50	0.50	\$3,750.00	\$3,750.00	\$3,750.00	\$375.00
05 52 13/02	REMOVE EXISTING CAT WALK	LUMP SUM	1	\$ 2,000.00	\$2,000.00	0.00	1.00	1.00	0.00	\$2,000.00	\$2,000.00	\$0.00	\$200.00
05 52 13/03	REMOVE AND REPLACE EXISTING INTERIOR WET AND EXTERIOR LADDER AND NEW VALVE VAULT LADDER	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$16,000.00	\$0.00
05 52 13/04	REMOVE AND REPLACE EXISTING ROOF HATCHES	LUMP SUM	1	\$ 8,500.00	\$8,500.00	0.00	0.50	0.50	0.50	\$4,250.00	\$4,250.00	\$4,250.00	\$425.00
05 52 13/05	RELOCATE EXISTING ANTENNA MAST	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	1.00	1.00	0.00	\$3,000.00	\$3,000.00	\$0.00	\$300.00
05 52 13/06	REMOVE AND REPLACE EXISTING EXPANSION JOINT AND VALVE VAULT/RISER PIPING IN KIND	LUMP SUM	1	\$ 22,000.00	\$22,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$22,000.00	\$0.00
09 91 13/01	INTERIOR WET SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 178,000.00	\$178,000.00	0.00	0.75	0.75	0.25	\$133,500.00	\$133,500.00	\$44,500.00	\$13,350.00
09 91 13/02	EXTERIOR SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 410,000.00	\$410,000.00	0.00	0.40	0.40	0.60	\$164,000.00	\$164,000.00	\$246,000.00	\$16,400.00
09 91 13/03	INTERIOR DRY SURFACES; PIT AND RISER PIPING, ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 65,000.00	\$65,000.00	0.00	1.00	1.00	0.00	\$65,000.00	\$65,000.00	\$0.00	\$6,500.00
09 91 13/04	PROPER AND LEGAL DISPOSAL OF PAINT CHIPS/FLAKES AND OTHER DEBRIS	LUMP SUM	1	\$ 5,000.00	\$5,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$5,000.00	\$0.00
09 91 13/05	CONTAINMENT	LUMP SUM	1	\$ 120,000.00	\$120,000.00	0.00	0.40	0.40	0.60	\$48,000.00	\$48,000.00	\$72,000.00	\$4,800.00
11 20 00/01	WATER STRATIFICATION EQUIPMENT	LUMP SUM	1	\$ 23,000.00	\$23,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$23,000.00	\$0.00
26 42 00/01	CATHODIC PROTECTION	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$16,000.00	\$0.00
26 42 00/02	SERVICE AGREEMENT	LUMP SUM	1	\$ 1,000.00	\$1,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$1,000.00	\$0.00
26 56 00/01	LIGHTING AND ELECTRICAL EQUIPMENT REMOVAL AND REPLACEMENT	LUMP SUM	1	\$ 8,000.00	\$8,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$8,000.00	\$0.00
27 51 25/01	MODIFICATIONS TO EXISTING SCADA SYSTEM	LUMP SUM	1	\$ 3,800.00	\$3,800.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,800.00	\$0.00
32 31 13/01	HIGH SECURITY CHAIN LINK FENCING AND GATES	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$24,000.00	\$0.00
CO #1	ADDITIONAL ITEMS ORDERED BY VILLAGE	LUMP SUM	1	\$ 14,250.00	\$14,250.00	0.00	0.07	0.07	0.93	\$1,000.00	\$1,000.00	\$13,250.00	\$100.00
CO #2	ADDITIONAL ITEMS ORDERED BY VILLAGE & DEDUCT FOR EXTERIOR OVERCOAT*	LUMP SUM	1	\$ (93,670.00)	\$ (93,670.00)	0.00	0.38	0.38	0.62	-\$35,720.00	-\$35,720.00	\$ (57,950.00)	-\$3,572.00
SUBTOTAL CONSTRUCTION COST=					\$969,880.00					\$474,280.00	\$474,280.00	\$495,600.00	\$47,428.00

TOTAL CONTRACT VALUE	\$969,880.00
TOTAL VALUE COMPLETED TO DATE	\$474,280.00
TOTAL AMOUNT PAID TO DATE	\$0.00
10% RETAINAGE	\$47,428.00
TOTAL AMOUNT DUE THIS PERIOD	\$426,852.00

Contractor's Application for Payment No. 1

Application Period: 9/14/22-11/30/22		Application Date: 11/30/2022
To (Owner): Village of Forest Park	From (Contractor): Tecorp, Inc. - 2221 Murtel Court, Joliet, Illinois 60433	Via (Engineer): Christopher B. Burke Engineering LTD.
Project: Rehabilitation of the 500,000 Gallon Hyrdopillar High Tank (North)	Contact: Nick Visvardis	
Owner's Purchase Order Number:	Contractor's Project No.: 2020-29	Engineer's Project No.: 000023.BG095

Application For Payment Change Order Summary

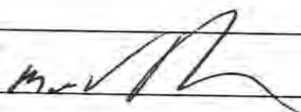
Approved Change Orders		
Number	Additions	Deductions
1	\$14,250.00	
2		-\$93,670.00
TOTALS	\$14,250.00	-\$93,670.00
NET CHANGE BY CHANGE ORDERS	-\$79,420.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,049,300.00
2. Net change by Change Orders.....	\$	-\$79,420.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$969,880.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$474,280.00
5. RETAINAGE:		
a. 10% X \$474,280.00 Work Completed.....	\$	\$47,428.00
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$47,428.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$426,852.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$426,852.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$543,028.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date:

11/30/2022

Payment of: \$ \$426,852.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ \$426,852.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Village of Forest Park		Application Number: 1						
Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North)		Application Date: 11/30/2022						
Application Period: 9/14/22-11/30/22								
A		B	Work Completed	E	F	G		
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No	Description		From Previous Application (C+D)	This Period				
Item No.								
05 50 00/01	Conitnuous Seal Weld Repairs	\$15,000.00		\$15,000.00		\$15,000.00	100%	
00 50 00/02	Interior Pin Holes Weld Repairs	\$40,500.00		\$40,500.00		\$40,500.00	100%	
00 50 00/03	Roof Pin Hole Weld Repairs	\$6,000.00		\$6,000.00		\$6,000.00	100%	
05 50 00/04	Install New Safety Grabs	\$3,000.00						
00 50 00/05	Remove and Replace Existing Handrail	\$24,000.00		\$24,000.00		\$24,000.00	100%	\$3,000.00
00 50 00/05	Install Antenna Cable Casing Pipes	\$48,000.00						
00 52 13/01	Remove & Replace Existing Roof Vent.	\$7,500.00		\$3,750.00		\$3,750.00	50%	\$48,000.00
00 52 13/02	Rove Existing Catwalk	\$2,000.00		\$2,000.00		\$2,000.00	100%	\$3,750.00
00 52 13/03	Remove and Replace Existing Interior and Exterior Ladders	\$16,000.00						
00 52 13/04	Remove & Replace Existing Roof Hatches	\$8,500.00		\$4,250.00		\$4,250.00	50%	\$16,000.00
00 52 13/05	Relocate Antenna Mast	\$3,000.00		\$3,000.00		\$3,000.00	100%	\$4,250.00
00 52 13/06	Remove and Replace Existing Expansion Joint & Valse	\$22,000.00						
09 91 13/01	Interior Wet Surfaces: Prep, Prime & Painting	\$178,000.00		\$133,500.00		\$133,500.00	75%	\$22,000.00
09 91 13/02	Exterior Surfaces: Prep, Prime & Painting	\$410,000.00		\$164,000.00		\$164,000.00	40%	\$44,500.00
09 91 13/03	Interior Dry Surfaces: Prep, Prime & Painting	\$65,000.00		\$65,000.00		\$65,000.00	100%	\$246,000.00
09 91 13/04	Legal Disposal of Paint Chips and other Debris	\$5,000.00						
09 91 13/05	Containment	\$120,000.00		\$48,000.00		\$48,000.00	40%	\$5,000.00
11 20 11/01	Water Stratification Equipment	\$23,000.00						\$72,000.00
26 42 00/10	Cathodic Protection	\$16,000.00						\$23,000.00
26 42 /00/02	Service Agreement	\$1,000.00						\$16,000.00
26 56 00/01	Lighting and Electrical Equipment Removal and Replacement	\$8,000.00						\$1,000.00
27 51 25/01	Modifications to Existing SCADA System	\$3,800.00						\$8,000.00
32 31 13/01	High Security Chain Link Fences & Gates	\$24,000.00						\$3,800.00
								\$24,000.00
Change Orders								
1	Logo	\$13,250.00						
	Additional Insurance Required By CTA	\$1,000.00		\$1,000.00		\$1,000.00	100%	\$13,250.00
2	Remove Existing Fence & Guardrail	\$12,580.00		\$12,580.00		\$12,580.00	100%	
	Install Pedestrian Gate	\$5,250.00						\$5,250.00
	Install 4 New J hooks in Access Tube	\$9,250.00						\$9,250.00
	Deduct Price for Overcoat on Exterior Tank	(\$120,750.00)		-\$48,300.00		-\$48,300.00	40%	(\$72,450.00)
		\$969,880.00		\$474,280.00		\$474,280.00		\$495,600.00

Progress Estimate

Contractor's Application

For (contract): Village of Forest Park- Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North)							Application Number: 1			
Application Period: 9/14/22-11/30/22							Application Date: 11/30/2022			
A		B		C	D	E	F			
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
Item No.										
05 50 00/01	Continuous Seal Weld Repairs	100.0	150.00	\$15,000.00	100.00	\$15,000.00		\$15,000.00	100%	
00 50 00/02	Interior Pin Holes Weld Repairs	1,500.0	27.00	\$40,500.00	1500.00	\$40,500.00		\$40,500.00	100%	
00 50 00/03	Roof Pin Hole Weld Repairs	1.0	6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100%	
05 50 00/04	Install New Safety Grabs	1.0	3,000.00	\$3,000.00						
00 50 00/05	Remove and Replace Existing Handrail	1.0	24,000.00	\$24,000.00	1.00	\$24,000.00		\$24,000.00	100%	\$3,000.00
00 50 00/05	Install Antenna Cable Casing Pipes	1.0	48,000.00	\$48,000.00						
00 52 13/01	Remove & Replace Existing Roof Vent	1.0	7,500.00	\$7,500.00	0.50	\$3,750.00		\$3,750.00	50%	\$48,000.00
00 52 13/02	Rove Existing Catwalk	1.0	2,000.00	\$2,000.00	1.00	\$2,000.00		\$2,000.00	100%	\$3,750.00
00 52 13/03	Remove and Replace Existing Interior and Exterior Ladders	1.0	16,000.00	\$16,000.00						
00 52 13/04	Remove & Replace Existing Roof Hatches	1.0	8,500.00	\$8,500.00	0.50	\$4,250.00		\$4,250.00	50%	\$16,000.00
00 52 13/05	Relocate Antenna Mast	1.0	3,000.00	\$3,000.00	1.00	\$3,000.00		\$3,000.00	100%	\$4,250.00
00 52 13/06	Remove and Replace Existing Expansion Joint & Valse	1.0	22,000.00	\$22,000.00						
09 91 13/01	Interior Wet Surfaces: Prep, Prime & Painting	1.0	178,000.00	\$178,000.00	0.75	\$133,500.00		\$133,500.00	75%	\$22,000.00
09 91 13/02	Exterior Surfaces: Prep, Prime & Painting	1.0	410,000.00	\$410,000.00	0.40	\$164,000.00		\$164,000.00	40%	\$44,500.00
09 91 13/03	Interior Dry Surfaces: Prep, Prime & Painting	1.0	65,000.00	\$65,000.00	1.00	\$65,000.00		\$65,000.00	100%	\$246,000.00
09 91 13/04	Legal Disposal of Paint Chips and other Debris	1.0	5,000.00	\$5,000.00						
09 91 13/05	Containment	1.0	120,000.00	\$120,000.00	0.40	\$48,000.00		\$48,000.00	40%	\$5,000.00
11 20 11/01	Water Stratification Equipment	1.0	23,000.00	\$23,000.00						\$72,000.00
26 42 00/10	Cathodic Protection	1.0	16,000.00	\$16,000.00						\$23,000.00
26 42 00/02	Service Agreement	1.0	1,000.00	\$1,000.00						\$16,000.00
26 56 00/01	Lighting and Electrical Equipment Removal and Replacement	1.0	8,000.00	\$8,000.00						\$1,000.00
27 51 25/01	Modifications to Existing SCADA System	1.0	3,800.00	\$3,800.00						\$8,000.00
32 31 13/01	High Security Chain Link Fences & Gates	1.0	24,000.00	\$24,000.00						\$3,800.00
Change Orders										\$24,000.00
1	Logo	1.0	13,250.00	\$13,250.00						
	Additional Insurance Required By CTA	1.0	1,000.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00	100%	\$13,250.00
2	Remove Existing Fence & Guardrail	1.0	12,580.00	\$12,580.00	1.00	\$12,580.00		\$12,580.00	100%	
	Install Pedestrian Gate	1.0	5,250.00	\$5,250.00						\$5,250.00
	Install 4 New J hooks in Access Tube	1.0	9,250.00	\$9,250.00						\$9,250.00
	Deduct Price for Overcoat on Exterior Tank	1.0	-120,750.00	(\$120,750.00)	0.4	-\$48,300.00		-\$48,300.00	40%	(\$72,450.00)
				\$969,880.00		474,280.00		\$474,280.00		\$495,600.00

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY Will

JS

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the understanding has been employed by Village of Forest Park

for the premises known as Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North)

for which Village of Forest Park is the Owner

THE undersigned, for an in consideration of Two Hundred Eighteen Thousand Two Hundred Fifty and 00/100 (\$218,250.00) Dollars and other goods consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

DATE November 30, 2022

NAME Tecorp, Inc.

ADDRESS 2221 Muriel CT, Joliet, IL 60433

SIGNATURE AND TITLE

President

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Will

JS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Nick Visvardis BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Tecorp, Inc. WHO IS THE CONTRACTOR FURNISHING Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North) OWNED BY Village of Forest Park. That the total amount of the contract including extras* is \$969,880.00 on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

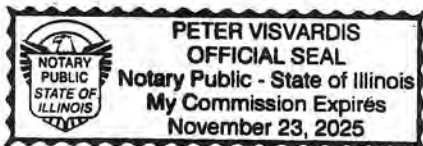
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Tecorp, Inc.	Prime Contractor	919,880.00		426,852.00	493,028.00
Sherwin Williams	Paint Supplier	50,000.00			50,000.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		969,880.00		426,852.00	543,028.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11/30/2022

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF November, 2022



NOTARY PUBLIC

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Hoskins; Moses Amedei

FROM: Chief Ken Gross

DATE: 15Dec22

SUBJECT: Probationary Police Officer

[Handwritten signature]
15Dec22
2900

The resignation of Ofc. M. Awad #274 has created a need for the police department to hire a probationary police officer.

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

November 29, 2022

Ms. Vanessa Moritz, Village Clerk
Village of Forest Park
7824 Madison Street
Forest Park, IL 60130

2022 DEC -2 PM 1:03
VILLAGE OF FOREST PARK



Dear Ms. Moritz,

Please find attached the Raffle License Application and supporting documents for a charity raffle to be conducted as part of the Windmills softball program fundraising. The drawing of the winning tickets will take place at 6 PM on Feb 5, 2023, at the Windmills Indoor Facility in Forest Park.

The Windmills organization requests a waiver of the fidelity bond requirement for obtaining a raffle license. As noted in the attached application, the Windmills organization is a 32-year-old nonprofit organization with a strong history in the community. Our home base has been in Forest Park for 23 years. Our mission is to train local girls to become elite softball players, to teach them the principals of dedication and teamwork, and to encourage them to participate in community service. Our players have played NCAA Division I, II, III, and NAIA collegiate softball and have gone on to play professionally and coach at the highest levels. As stated in the mission, service is an integral part of the Windmills experience. Our players have worked with many area organizations including Sarah's Inn, New Moms, and the Night Ministry.

We are a small, volunteer-run organization. Because we are an all-volunteer program, all proceeds go directly to benefit the players and the teams. We ask for the bond waiver to save the cost of purchasing insurance, so that all the proceeds can be directed to Windmill programs such as scholarships, college exposure, and to offset tournament costs for the teams and families.

We appreciate your assistance in moving our application and this request for the waiver through the Village's process. Thank you for your consideration,

Sincerely,

Melissa Durruthy
Raffle Manager

Vicki Tysseling
Windmills Board Vice President





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

APPLICATION INFORMATION

- Type of Organization:**
- | | |
|--|--|
| <input type="checkbox"/> Business | <input type="checkbox"/> Charitable |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Fraternal |
| <input checked="" type="checkbox"/> Nonprofit | <input type="checkbox"/> Labor |
| <input type="checkbox"/> Religious | <input type="checkbox"/> Veterans |

Name of Organization: Windmills

Address: Physical: [REDACTED], Forest Park, IL 60130. Mailing: P.O. Box 1976, Oak Park, IL 60304

Applicant's Name: Windmills, Vicki Tysseling, Windmills VP

Email Address: [REDACTED] Phone [REDACTED]

Length of time organization has been in existence: 33 years

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

Place: Article of Incorporation Date 1995

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: _____ Vice President: Vicki Tysseling _____

Address: _____, Oak Park, IL 60304 _____

Telephone #: _____ Email: _____

Secretary's Name (if applicable): _____

Address: _____

Telephone #: _____ Email: _____

Treasurer's Name: Bill Hendle _____

Address: P.O. Box 1976, Oak Park, IL 60304 _____

Telephone #: _____ Email: _____

Raffle Manager's Name: Melissa Durruthy _____

Address: _____, Chicago, IL 60641 _____

Telephone #: _____ Email: _____

RAFFLE INFORMATION

☒ Traditional

☐ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): January 1, 2023 to January 31, 2023

Area(s) where Raffle Tickets will be sold: 1401 Circle Ave, Forest Park, IL 60130, Sold by Windmill families

Raffle Ticket Price: \$10

Maximum number of tickets to be sold: 2500

Drawing(s):

Date(s) and time(s) of raffle drawing: February 5, 2023

Location of raffle drawing(s): 1401 Circle Ave, Forest Park 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

\$1000 1st prize

\$ 1000

2- \$500 2nd prizes

\$ 1000

2- \$250 3rd prizes

\$ 500

donated Cubs tickets to highest seller

\$ 200

donated private lessons for highest seller per team

\$ \$50 x 7: 350

tiered prizes for top sellers: water bottle, cinch bag, lanyard/stickers

\$ 1500 (estimate, TBD post sales)

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ 4,550

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.

Windmills

Vicki Tysseling, Vice President, Windmills

Applicant

President/Chairman

Melissa Durruthy

Secretary

Raffle Manager

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

(SEAL)

Internal Revenue Service

Date: July 24, 2006

OAK PARK WINDMILLS
% THOMAS MONACO

IL 60305-2021

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

Person to Contact:
Kaye Keyes 31-07416
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
36-3955141

Dear Sir or Madam:

This is in response to your request of July 24, 2006, regarding your organization's tax-exempt status.

In June 1995 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

The Bahamas flag has a interesting story. The Bahamas flag symbolises the image and aspirations of their people. The colors of this flag represents things too, the gold means the shining sun, the aquamarine means the sea, and the black means the strength of the people.

2022 Employee Service Awards

Sharon O'Shea	25 Years
Anthony Villaseñor	25 Years
Mark Maylath	20 Years
Dan Miller	15 Years
Margie Wilkinson	15 Years
Humberto Soto	15 Years
Matt Dowdle	10 Years
Wendy Keohane	5 Years
Joel Zavala	5 Years
Laura O'Donnell	5 Years