

AGENDA
SPECIAL REGULAR MEETING OF THE BOARD OF TRUSTEES
350 VICTORY DRIVE
PARK FOREST, ILLINOIS

Village Hall - Board Room

7:00 p.m.

February 2, 2026

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor

Village Attorney

Village Manager

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. A Motion to approve the minutes of the January 20, 2026 Regular meeting

2. A Motion approving a Resolution appointing an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)

DEBATABLE:

3. First Reading and discussion of an Ordinance Related to Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 (“Rates and levels of fire service”), (2) emergency fire services and of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois.

4. First Reading and discussion of an Ordinance Related to Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 (“Rates and levels of fire service”), (3) unincorporated billing of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois.

Adjournment

NOTE: Copies of Agendas Available in the Lobby of Village Hall and the full Agenda packet is posted on the Village website at <https://villageofparkforest.com/AgendaCenter>

Any individual with a disability requesting reasonable accommodation to participate in a public meeting should contact the Village Manager’s Office at least 48 hours in advance of the scheduled meeting. The Village Manager’s Office can be reached via telephone at (708) 283-5605 or (708) 748-1129 or via e-mail athurston@vopf.com. Every effort will be made to allow for meeting participation.

A PROCLAMATION RECOGNIZING BLACK HISTORY MONTH IN THE VILLAGE OF PARK FOREST

WHEREAS, "2026 marks a century of national commemorations of Black history. Dr. Carter Godwin Woodson, George Cleveland Hall, William D. Hartgrove, Jesse E. Moorland, Alexander L. Jackson, and James E. Stamps institutionalized the teaching, study, dissemination, and commemoration of Black history when they founded the Association for the Study of Negro Life and History (ASNLH) on September 9, 1915. In 1925, when Dr. Carter G. Woodson planned the inaugural week-long observance of Black history, he could hardly have anticipated the imprint he would leave on the world. From Negro History Week to Black History Month, ASALH has carried forth the tradition, and the observances have become part of the warp and woof of American culture and increasingly the global community. For our 100th theme, the founders of Black History Month urge us to explore the impact and meaning of Black history and life commemorations in transforming the status of Black peoples in the modern world"; and

WHEREAS, each February, National Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America — our faults, our struggles, our progress, and our aspirations; and

WHEREAS, many groups and organizations strive to celebrate Black excellence across the United States for artistry, scholarly work, activism, community building and so much more. From the ASALH Awards to recognize community leaders and those who make significant contributions to the preservation of African American history to Black Reel Awards, Coretta Scott King Book Awards and much more; and

WHEREAS, though we celebrate Black History month in February, it is celebrated throughout the year for many. Every other year we acknowledge our residents through a Park Forest Oscar Awards in January for our do-gooders, pioneers, overachievers, big hearts, scholars and many other categories. This year, we learned that one of our very own, Sandi Lynn, received a 2024 Presidential Lifetime Achievement Award, for her impact in community service, from President, Joe Biden and Vice President, Kamala Harris; what a testimony to share; and

WHEREAS, Sandi Lynn was nominated for the spoken word award. She is an Amazon International Best-Selling Author (2017) for *Extraordinary Lives – Stories of Triumph and Inspiration*, she is a respected speaker and communication skills developer dedicated to empowering young people. She is the founder of G.R.O.W. Power, a 28-year mentoring program for girls ages 8–18, nurturing confident speakers and emerging leaders; and

WHEREAS, as we rejoice in the victories won by men and women who believed in the idea of a just and fair America, we remember that, throughout history, these successes were driven by bold individuals/even our local constituents who were willing to speak out and change the status quo, whether it was verbally or by actions. And this proclamation does not begin to scratch the surface of accomplishments of African American ancestors and men and women today. However, these accomplishments make every African-American proud to be Black; and

WHEREAS, the Village of Park Forest salutes its African American residents who have long served in vital roles on school boards, service clubs and community organizations. At the local government level, African American contributions have been longstanding, and historic, in the vital leadership roles of Mayor, Trustee, Clerk, Village Attorney and a multitude of Department or Division Head roles and in many billets amongst the volunteer Boards and Commissions serving the Village of Park Forest's mission.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that February 2026 be celebrated as National Black History Month. I call upon public officials, educators, librarians, and all the people of the United States to observe this month with appropriate programs, ceremonies, and activities.

PROCLAIMED this 2nd day of February, 2026.

Joseph A. Woods
Mayor/Village President

**REGULAR MEETING OF THE BOARD OF TRUSTEES
350 VICTORY DRIVE
PARK FOREST, ILLINOIS**

Village Hall

Board Room 7:00 p.m.

January 20, 2026

IN ATTENDANCE: Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Maya Hardy, Trustee Erin Slone, Trustee Randall White, Trustee John Moore, and Mayor Joseph Woods

ABSENT: none

STAFF IN ATTENDANCE: Village Manager Jon Kindseth, Police Chief Brian Rzycki, Fire Chief Mark Cotrano, Village Attorney Kelly Krauchun, Assistant Village Manager Jason Miller, Director of Recreation, Parks, and Community Health Kevin Adams, Director of Finance Mark Pries, Director of Public Works Roderick Ysaguirre, Director of Community Development Jerry Martin, Assistant Director of Economic Development and Planning Andrew Brown, IT Coordinator Mark Geising, and Communications Coordinator Joshua Vinson

OTHERS IN ATTENDANCE: Two representatives from Blake-Lamb Funeral Home; Kris Bell, resident, and 2 other residents

Roll Call

Mayor Woods called the meeting to order at 7:00 P.M. and asked Clerk McGann to call the roll.

Pledge of Allegiance

Mayor Woods led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Woods read a proclamation thanking Blake-Lamb Funeral Home for their compassion and generosity by covering the funeral expenses for Officer Tim Jones. Blake-Lamb has a long history in caring for families in their time of need. The Village thanks Blake-Lamb Funeral Home for ensuring Officer Jones was laid to rest with the dignity and honor he greatly deserved. Two representatives from Blake-Lamb were there to accept the proclamation and thank the Village. The Mayor, Board, staff, and audience showed their appreciation with a standing ovation.

Mayor Woods noted there was another proclamation for resident Doug Price. As he was absent from the meeting, Mayor Woods postponed reading it, hoping Mr. Price was available to receive it in person at a future meeting.

Mayor Woods attended a Dr. Martin Luther King luncheon to accept a plaque on behalf of the Village and the Jones Family. Officer Jones has touched so many people's lives. He also attended a recent SSMMA meeting where they discussed their legislative agenda which includes protection of Tier 2 pensions, sustainability, and property taxes.

Village Attorney

None

Village Manager

None

Village Clerk

None

Reports of Commission Liaisons and Committee Chairpersons

Trustee Settles asked residents to check on their neighbors during the frigid days.

Trustee Graham noted that the Commission on Human Relations met last week where they are working on an upcoming auction. The Youth Commission also met last week and continued to plan a glow party in April.

Trustee Hardy has no report.

Trustee Slone said the Environment Commission met at the Tool Library last week. She encouraged residents to check it out adding that there are many items offered to borrow free of charge. She also talked about household batteries being recycled at the police station and village hall. The Environment Commission will have their annual report at the February 2nd board meeting. EDAG had their scheduled meeting last Wednesday. Trustee Slone wanted to personally thank the police officers and EMTS who recently helped her 95 year old grandmother. She noted their professionalism and was very grateful for their assistance.

Trustee White said he continued to pray for residents of Autumn Ridge, some of whom are without heat and hopes it will be repaired soon.

Trustee Moore reported that the Planning and Zoning Commission met recently and went over their 2025 goals which were met and are working on a set of new goals for 2026. He encouraged residents to consider joining the Planning and Zoning Commission as there is a vacancy.

Citizens Comments, Observations, Petitions

Kris Bell, resident, shared her opinions on the cost of resting and renters' recourse. She offered her condolences to the family and friends of Officer Jones and two the missing women of Park Forest.

One resident commented on problems he has had with neighbors and higher property taxes. Mayor Woods suggested he talk to any department heads or to the mayor himself after the meeting regarding his concerns.

Motion: Approval of Consent

CONSENT:

1. A Motion approving the minutes of the Rules and Special Regular meetings of Monday, January 5, 2026

2. A Resolution to appoint Mayor Joseph Woods and Carrie Malfeo to SSMMA's Environmental Justice Committee to represent the Village of Park Forest

Approval of the consent agenda was moved by Trustee Slone and seconded by Trustee Moore. Mayor Woods asked if anyone wished any item be removed from the consent agenda for further discussion. Hearing none, a roll call vote was called by Mayor Woods on the motion to approve the consent agenda.

The consent agenda was approved with the following results:

Ayes: 7

Nays: 0

Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays, and no (0) absent

DEBATABLE:

3. An Ordinance Establishing a Foreclosure Registry Program (Final Reading)

4. A Motion approving a Professional Service Agreement with HERA Property Registry, LLC

Mayor Woods asked for a motion. Moved by Trustee Hardy and seconded by Trustee Slone. Manager Kindseth said items 3 and 4 will be taken together. Currently, Park Forest does not have to be notified where there is a foreclosure. It is similar to the Vacant Property Registration Ordinance that was approved in 2008. Upon approval this agreement will have banks that are starting foreclosures must notify and register with the Village so there will be a known responsible party for maintenance and allows the Village to be notified when the property is being foreclosed upon. Mayor Woods asked if there were any questions or comments by the Board. Trustee Moore asked if the list would be public or private. Manager Kindseth said the registry of these properties are on a publicly available data base. Item 4 allows a third party to manage the registry for the Village which will be a new consolidated data base. Trustee Slone asked for clarification regarding the bank being named as the owner/responsible party. Manager Kindseth said the bank would provide the information and be identified as the responsible party, not the person.

Hearing no other questions or comments, Mayor Woods asked for a roll call vote relating to item four. A roll call vote was taken with the following results: seven (7) ayes, 0 (0) nays, and 0 (0).

5. A Motion approving the 2026 Water Main Improvement Contract

Mayor Woods asked for a motion. Motion made by Trustee Graham and seconded by Trustee Settles.

Manager Kindseth asked Director Ysaguirre to provide details on this item. Director Ysaguirre said explained the Village received two low interest loans in 2025 which allowed for the water main improvement to go out for bid. He explained the bid procedure for this project. Four bids were opened on December 17th, 2025 and staff recommends Iroquois Paving in Oswego, Illinois be awarded the contract. The Village has been satisfied with their prior work in the Village. Mayor Woods asked if the Board had any questions or comments. Hearing none, he asked the roll be called with the following results: seven (7) ayes, 0 (0) nays, and 0 (0) absent.

6. A Motion approving an Engineering Services Agreement for construction engineering for the 2026 Water Main Improvement project

Mayor Woods asked for a motion. Motion was made by Trustee Hardy and seconded by Trustee Graham. Manager Kindseth asked Director Ysaguirre to provide details on this item. Director Ysaguirre explained the water main improvement project specifications and requirements noting that Baxter and Woodman was the project design firm and are familiar with the project. Staff recommends approval of this contract with Baxter and Woodman. Mayor Woods asked the Board if there were any questions or comments. Hearing none, he asked the roll be called with the following results: seven (7) ayes, 0 (0) nays, and 0 (0) absent.

7. A Motion approving the bid of S&S Construction for the buildout of 346 Victory Drive in an amount not to exceed \$29,056.50

Mayor Woods asked for a motion. Motion was made by Trustee Slone and seconded by Trustee Moore. Manager Kindseth noted that this is a success of story of one of the downtown businesses. They wish to expand to allow for more barber chairs and expand their business. Manager Kindseth asked Assistant Director Brown to provide details on this item. Mr. Brown gave details the cost of the expansion, the Village's cost, and the tenant's obligation. Their costs would be spread over the next three years with amounts included in their new lease. Mayor Woods asked the Board if they had any questions or comments. When Trustee Slone asked if S & S Construction has done any work in the DownTown area, Mr. Brown said, yes, they have previously worked in the DownTown area. Hearing no other questions or comments, Mayor Woods asked for the roll. A roll call vote was taken with the following results: seven (7) ayes, 0 (0) nays, and 0 (0).

Adjournment to Executive Session –

Mayor Woods asked for a motion to adjourn into executive session as permitted by the Open Meetings Act by 5 ILCS 120/2 section 2(c) (1) to discuss personnel, (11) litigation, and (12) discussion of claims. Motion was moved by Trustee Hardy and seconded by Trustee Settles. A roll call vote was taken with the following results: seven (7) ayes, 0 (0) nays, and 0 (0) absent at 7:40 p.m.

Trustee Settles called to return to open session. Mayor Woods and Trustee Graham are absent. Motion made by Trustee Slone at 10:04 seconded by Trustee Hardy. Roll call was taken with the following results: five (5) ayes, 0 (0) nays, and two (2) absent.

A Motion appointing Trustee Settles as Mayor Pro tem was made by Trustee Slone at 10:04 seconded by Trustee White. Roll call was called was taken with the following results: five (5) ayes, 0 (0) nays, and 2 (2) absent.

8. A Motion authorizing the Village Manager to hire Special Counsel for specific Village litigation

Mayor Pro Tem Settles asked for a motion. Motion made by Trustee Hardy and seconded by Trustee Moore. Roll call was called was taken with the following results: five (5) ayes, 0 (0) nays, and 2 (2) absent.

Mayor Pro Tem Settles asked for a motion to adjourn the Regular Meeting. Motion made by Trustee Hardy and seconded by Trustee Slone. Meeting adjourned at 10:07 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

TO: Joseph A. Woods, Mayor
Village Board of Trustees

FROM: Jon Kindseth,
Village Manager

DATE: January 30, 2026

RE: **A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

BACKGROUND/DISCUSSION:

The Human Resource Generalist will be appointed as the Authorized Agent to the Illinois Municipal Retirement Fund (IMRF) for the Village. Previously, the Accounting Manager held this role but the decision has been made to change the member of staff who will fill this role for the Village. IMRF is the pension system for all full-time Village employees who are not covered by either an Article III or Article IV pension plan. The attached Resolution officially appoints Rachel Jones as the Village's Authorized Agent to IMRF.

SCHEDULE FOR CONSIDERATION:

This issue will be on the Regular Meeting Agenda of the February 2, 2026 Board meeting for approval.

RESOLUTION _____

A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

- WHEREAS,** the Village of Park Forest is required to appoint an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF); and
- WHEREAS,** said Authorized Agent has the authority to file a petition for nominations of an Executive Trustee of IMRF; and
- WHEREAS,** said Authorized Agent has the authority to cast a ballot for the election of an Executive Trustee of IMRF; and
- WHEREAS,** said Authorized Agent shall perform all duties as defined by IMRF necessary to fulfill the duties of an Authorized Agent of IMRF.

NOW, THEREFORE, BE IT RESOLVED, by the Corporate Authorities of the Village of Park Forest, Cook and Will Counties, Illinois, that Rachel Jones, Human Resource Generalist of the Village of Park Forest, is hereby appointed to serve as the Authorized Agent for the Village of Park Forest to the Illinois Municipal Retirement Fund (IMRF) commencing upon approval of this Resolution.

APPROVED by the Mayor and Board of Trustees this _____ day of February, 2026.

APPROVED:

ATTEST:

Joseph A. Woods, Mayor

Sheila McGann, Village Clerk

AGENDA BRIEFING

DATE: January 28, 2026

TO: Mayor Joseph Woods
Board of Trustees

FROM: Mark Cotrano, Fire Chief

RE: Ordinance Related to Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 (“Rates and levels of fire service”), (2) Fire/Rescue Billing

BACKGROUND/DISCUSSION: Fire Department staff would like to enter into an agreement with Fire Recovery USA. This will allow us to collect fees for fire/rescue incidents directly from insurance companies. In the fire service, billing insurance companies for the services we provide has become common practice in recouping a portion of the cost for services. Included in the billing is Motor Vehicle Accidents (Extrication, Landing Zone), Hazmat, Fires, Water Incidents, and Special Rescue. Fire Recovery USA is a national firm that assists municipalities in recovering costs associated with fire department responses of insurance-billable incidents. All services for which we will be billing are services already being provided by the Fire Department. In the agreement, mitigation rates can be seen in exhibit A. These costs are provided by National Insurance Billing Rates. These rates are increased regularly based on the annual percentage increase in the Consumer Price Index, as developed by the Bureau of Labor Statistics of the U. S. Department of Labor.

Entering into this agreement provides several benefits to the Village:

- Revenue recovery without any additional fees.
- No cost or financial risk to the village.
- Minimal administrative support.
- Will help offset increasing operational costs.

Incorporation of Fire/Rescue billing requires an ordinance change. The proposed changes to the ordinance include the addition of the wording in section 42-14, (2), directly following *The following rates for emergency fire services shall apply:* “The fee for fire services, including Motor Vehicle Accidents (Extrication, Landing Zone), Hazmat, Fires, Water Incidents, and Special Rescue shall be calculated based off the current mitigation rates provided in the National Insurance Billing Rates adjusted to meet current Consumer Price Index (CPI)”. Additionally, the “Resident” portion in the below graph should be removed, including the \$300 cost for Extrication and Vehicle Fire.

RECOMMENDATION: Adopt the stated language in section 42-14 (2) of the Village of Park Forest code of ordinances as noted in the ordinance amendment.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Regular Board meeting of February 2, 2026, for First Reading and discussion.

ORDINANCE No. _____

**AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES,
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS.**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42, Section 42-14 is amended by replacing the language in subsection (2) with the following language:

Sec. 42-14. Rates and levels of fire service.

(2) The following rates for emergency fire services shall apply:

The fee for fire services, including Motor Vehicle Accidents (Extrication, Landing Zone), Hazmat, Fires, Water Incidents, and Special Rescue shall be calculated based off the current mitigation rates provided in the National Insurance Billing Rates adjusted to meet current Consumer Price Index (CPI).

	Non-Resident
Extrication	\$ 400.00
Vehicle Fire	\$ 500.00

This ordinance shall be effective February 17, 2026, upon its approval and publication as provided by law.

Passed this _____ day of February, 2026.

AYES:

NAY:

ABSENT:

APPROVED:

ATTEST:

Mayor

Clerk

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of _____, 2025 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **Park Forest Fire Department**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially ensuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3. Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its

commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

Park Forest Fire Department
156 Indianwood Blvd.
Park Forest, IL 60466

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Park Forest Fire Department

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$618.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$705.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$860.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,859.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$567.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$999.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,566.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,420.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$583 plus \$70 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,170 plus \$70 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$356 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

AGENDA BRIEFING

DATE: February 2, 2026

TO: Mayor Joseph Woods
Board of Trustees

FROM: Mark Cotrano, Fire Chief

RE: An Ordinance Related to Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 Rates and levels of fire service (3) unincorporated billing

BACKGROUND/DISCUSSION: Fire Department staff have been evaluating several ordinances related to Fire Department billing and responses. Section 42-14 (3) is related to responses to areas not incorporated into the Village of Park Forest. Section 11-6-1.1 of 65 ILCS states, “The corporate authorities of each municipality may fix, charge, and collect firefighting service fees not exceeding the actual cost of the service for all firefighting services rendered by the municipality against persons, businesses, and other entities that are not residents of the municipality.” Costs for service to unincorporated areas have not been adjusted to meet current costs for some time. Costs reflected represent the current market value for services and are in addition to the “fire billing” of insurance policies.

The Fire Department recommends several adjustments to the as written ordinance including:

- Including personnel fees per responder
- Including definitive apparatus and vehicle fees
- Adding in consumable and extraordinary material costs.
- Adding in costs for billing uninsured properties to the property owner

RECOMMENDATION: Adopt the stated language in Chapter 42, article II, section 14 (3) of the Village of Park Forest code of ordinances as noted in the ordinance amendment.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Regular Board meeting of February 2, 2026, for First Reading and discussion.

ORDINANCE No. _____

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42, Section 42-14 is amended by replacing the language in subsection (3) with the following language:

Sec. 42-14. Rates and levels of fire service.

- (3) In the absence of a written agreement for fire service approved by the board of trustees, the following shall apply:

For any emergency response by the Park Forest Fire Department, other than medical incidents, which occurs in an unincorporated area, a service charge shall be applied according to the following schedule as established to the party responsible:

1. The fees for fire apparatus and vehicles shall be charged per unit, per hour, including operational and standby time. After the first hour, use will be billed in 15-minute increments rounded up to the nearest quarter hour:

Engine	Ladder/Truck/Squad	Ambulance	Command Vehicle	Chief Officer
\$500	\$750	\$400	\$350	\$350

The minimum billed per incident will be \$750.

2. The fee for firefighter response will be \$70 per hour per firefighter. This will be billed in 15-minute increments rounding up to the nearest quarter hour.
3. Additional fees may be charged for equipment or operations including ventilation, forcible entry, or overhaul requiring extended operations. As well as replacement cost value for any item expended for the necessary mitigation or resolution of the occurrence.

This ordinance shall be effective March 1, 2026, upon its approval and publication as provided by law.

Passed this _____ day of February, 2026.

AYES:

NAY:

ABSENT:

APPROVED:

ATTEST:

Mayor

Clerk