

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

**Village Hall - Board Room**

**7:00 p.m.**

**February 16, 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 approving the minutes of the February 2, 2026 Regular meeting
2. A Motion accepting the 2024/2025 Audit Report

DEBATABLE:

3. Final Reading of an Ordinance amending Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 (“Rates and levels of fire service”), 2 (“emergency fire services”) and , 3 (“unincorporated billing”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois
4. A Motion approving a service agreement with Fire Recovery USA, LLC for Fire Department billing
5. A Motion to accept an additional \$100,000 for the CDBG Grant agreement Project 2507-022, previously approved in 2025 by Resolution R-25-30

Adjournment

NOTE: Copies of Agenda is 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](mailto:athurston@vopf.com) Every effort will be made to allow for meeting participation.

**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**

**IN ATTENDANCE:** Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Erin Slone, Trustee Maya Hardy, 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 Leslie Kennedy, Director of Finance Mark Pries, Director of Economic Development and Planning Sandra Zoellner, Director of Recreation, Parks, and Community Health Kevin Adams, Director of Public Works Roderick Ysaguirre, IT Coordinator Mark Geising, Communication Coordinator Joshua Vinson, Sustainability Coordinator Carrie Malfeo, and Code Enforcement Manager Eshe McGee

**OTHERS IN ATTENDANCE:** Jerry Shnay, reporter; approximately 40 members, family, and friends of the Sustainability Committee

**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 Woods said there were a number of ceremonial items to begin the meeting. Sustainability Coordinator Malfeo introduced members of the Environment Commission to award the Katie Armstrong Sustainability Awards. Chairperson Baker named the award winners in the areas of residential, cooperatives, and community projects and presented them with their awards. Mayor Woods and each of the Trustees congratulated the winners noting that their work impacts the community. They are good examples of living sustainable lives.

**Mayor**

Mayor Woods read a proclamation noting February is Black History Month. He noted the many contributions to our nation's history, including federal and local governments, school boards, and volunteer boards. He encouraged residents to participate in some of the Village's events to celebrate Black History Month.

Mayor Woods read a statement regarding Autumn Ridge saying the Village is trying to make things right but the owners are not cooperating. The Village hopes to work with the new owners and residents. While there is some progress, the Village continues to look for options for housing and will continue to offer assistance.

Mayor Woods congratulated the winners of the 2026 Park Forest Community Oscars. He also offered his condolences to the family and community of Harvey on the passing of Mayor Christopher Clark.

**Village Attorney**

No report

**Village Manager**

Manager Kindseth reminder residents to take the time to winterize their properties to avoid freezing pipes.

**Village Clerk**

No report

**Reports of Commission Liaisons and Committee Chairpersons**

Each of the Trustees offered their sincerest condolences to the family of Harvey's Mayor Christopher Clark. He will be missed.

Trustee Settles congratulated those who received a Park Forest Oscar Award. Evelyn Randle made it a very special night.

Trustee Graham enjoyed Oscar Night as well and congratulated Trustee White on his Oscar.

Trustee Slone said the Environment Commission will meet Thursday, February, 5<sup>th</sup>; EDAG will meet Wednesday, February 11<sup>th</sup>.

Trustee White thanked the committee for their support. He thanked the trustees for all they do.

Trustee Moore said the Planning and Zoning Commission will Tuesday, February 10. He will pray for the community of Harvey.

Mayor Woods added that he had worked with Mayor Clark on the property tax issues in the South Suburbs. Working together with the other communities gave some strength to the collaboration. They will continue to work together.

Trustee Hardy said Mayor Clark worked hard to cut corruption in his town when he first took office. He wanted to be sure those who were picking up their checks were on the payroll.

**Citizens Comments, Observations, Petitions**

None

**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)**

Approval of the consent agenda was moved by Trustee Moore and seconded by Trustee Graham. 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. 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.**

Manager Kindseth said items #3 and #4 on the agenda are similar regarding the collection of fees of services that the Fire Department currently provides. Chief Cotrano explained how item #3 will allow the Village to collect revenue directly from the insurance companies and recover some of their costs. The Village would like to enter into a contract with Fire Recovery USA. He explained how it would be beneficial to the Village which would require an ordinance language change. Mayor Woods asked the Board if they had any questions or comments. Hearing none, the Mayor asked Chief Cotrano to continue with item #4 on the agenda.

**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.**

Chief Cotrano continued with item #4. He said the Fire Department recommends some changes to the ordinance relating to language and costs occurring in unincorporated areas. Trustee Slone asked for clarification regarding billing homeowners and auto insurance companies. Manager Kindseth explained item #3 language refers to billing the insurance company, not the resident directly. If the claim is for somewhere outside of Park Forest, the bill would be higher as they do not pay Park Forest property tax. When trustee Slone asked how much the company would receive, Chief Cotrano said the company would receive about 20%. Chief Cotrano said it would not know impact on the fire department’s budget until we go through a cycle. The income would be approximately \$10,000-20,000 after fees. Manager Kindseth said two readings are required for ordinances changes. This item to be on the agenda on the 16<sup>th</sup> for a second reading. The

Village will hear feedback regarding the changes and then produce education/information packets for both residents and nonresidents. When Trustee Slone asked if other nearby communities have similar programs, Chief Cotrano said some communities have similar programs in place, i.e. Flossmoor, Homewood, and Tinley Park. There were no other questions or comments by the Board.

Mayor Woods shared that a Park Forest resident, Joe Fryer, wished to share this with the Board and the community. Mr. Fryer appreciated the assistance he received from the Park Forest Fire Department before the recent passing of his wife.

### **Adjournment**

This concluded the Special Regular Meeting of the Board of Trustees.

There being no further business. Mayor Woods called for a motion to adjourn. Motion was made by Trustee Hardy, seconded by Trustee Settles and passed unanimously by voice vote. The meeting was adjourned unanimously with a voice vote with the following results:

Ayes: 7

Nays: 0

Absent: 0

Mayor Woods adjourned the Special Regular Meeting at 7:57 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk



## **BOARD MEMORANDUM**

To: Mayor Joseph A. Woods and the Board of Trustees

From: Sharon Floyd, Assistant Finance Director

Date: February 3, 2026

RE: FY 2024/2025 Audit Reports Presentation

### **BACKGROUND/DISCUSSION:**

The Village's annual audit reports for the fiscal year ended June 30, 2025 (FY 24-25) will be presented at the Board meeting on February 16, 2026. Representatives from the Village's auditing firm, Sikich CPA LLC, will be in attendance to present the audit results.

The Board should be aware that when the audit is presented, it is presented from the auditors to the Board with little to no interjections from Village staff since the Board has the primary responsibility for the Village's financial condition. However, I will be available to provide clarification if any questions arise that the auditors cannot answer.

The audit presentation will follow the same format as last year. There is a financial update that is the start of the budget process in February each year, and the audit presentation is a good primer for the budget process. Also, since the Board now receives monthly financial reports, staff believe the audit presentation does not need to take as much time as it has in the past.

The FY 24-25 audit has been submitted to the GFOA for the COA (Certificate of Achievement for Excellence in Financial Reporting) award. The COA is the highest form of recognition in governmental accounting and financial reporting. Through FY 23-24, the Village has received the COA award 29 consecutive years in a row.

**Please note that your audit reports and PAFR (Popular Annual Financial Report), which you will need for the February 16, 2026, meeting, have been delivered to you.**

### **SCHEDULE FOR CONSIDERATION:**

The FY 2024/2025 audit presentation will be done at the February 16, 2026, Board meeting.

## **AGENDA BRIEFING**

**DATE:** February 16, 2026

**TO:** Mayor Joseph Woods  
Board of Trustees

**FROM:** Mark Cotrano, Fire Chief

**RE:** Ordinance Update: Section 42-14 (2) & (3)

**BACKGROUND/DISCUSSION:** During first reading, Fire Department staff presented two separate ordinance changes related to the same subject and in the same section of the ordinance, *Rates and Levels of Service*. For the second reading, both have been merged into a single briefing in order to ease the administrative process through codification.

The first recommendation is an addition to Section 42-14 (2) adding language identifying services for which we will bill and removing existing fees for residents for extrication and vehicle fires. To collect billable fees, we 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 are 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 to 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.

As a follow-up to the first reading, an attachment of Fire Recovery USA's Illinois customers list is included. We would also like to note, although we recommend Fire Recovery USA, there are a few other companies who provide similar services, though not to the extent of Fire Recovery USA. This ordinance update will not place an additional expense on residents. It is intended to recoup fire department costs from insurance companies only, with the exception being uninsured residents and unincorporated coverage areas. While the billing company would have access to our records, we have sole discretion as to which incidents are billed.

The second recommendation is Section 42-14 (3), which relates to responses in unincorporated areas within the Department's response area. Costs for service to unincorporated areas have not been adjusted

in some time and do not reflect current costs for service. 65 ILCS Section 11-6-1.1 allows municipal fire departments to bill service fees not exceeding the actual cost of all firefighting services to those that are not residents of the municipality. Fire Department staff recommend changing the ordinance to reflect current market value for our services as well as making adjustments to the current ordinance language to include:

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

At a minimum, unincorporated members would be charged for each service call. Those incidents that meet the requirements of section 42-14 (2) would have their insurance billed as well as receive an invoice from the fire department. An addition to this ordinance is the option for unincorporated members to contract with the fire department on an annual basis. This is noted in 42-14 (2) (b). A draft letter Fire Department staff intends to send to unincorporated residents is attached to this agenda brief.

**RECOMMENDATION:** Adopt the recommended changes as noted in the attached ordinance for Section 42-14 (2) and Section 42-14 (3) of the Village of Park Forest code of ordinances.

**SCHEDULE FOR DISCUSSION:** This item will appear on the Agenda of the Regular Board meeting of February 16, 2026, for Final Reading.

**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).

	<b>Resident</b>	<b>Non-Resident</b>
Extrication	\$300.00	\$ 400.00
Vehicle Fire	\$300.00	\$ 500.00

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

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

1. ~~For the first piece of apparatus responding, a base charge of \$500.00 is established for the first hour or fraction thereof of service. For each additional hour or fraction thereof of service, an additional charge of \$300.00 per hour is established. The fees for fire apparatus and vehicles shall be charged per unit, per hour, including standby and operational time. After the first hour, use will be billed in 15-minute increments rounding up to the nearest quarter hour.~~

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

The minimum bill per incident will be \$750.

2. ~~For each additional piece of apparatus, a charge of \$300.00 is established for each hour or fraction thereof. The fee for firefighter responses 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.
  
4. In lieu of individual charges, a property owner may contact for service with the fire department. This annual contract for service will be billed at \$2,000 and should be paid no later than November 1. The contract will cover the calendar year, January 1 to December 31.

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

## 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 11, 2026

**TO:** Mayor Woods  
Board of Trustees

**FROM:** Nicholas Christie, P.E.  
Assistant Director of Public Works

**RE:** Amendment to Community Development Block Grant (CDBG) agreement originally executed by Resolution R-25-30

**BACKGROUND/DISCUSSION:**

In August 2025, the Village was notified that it has been awarded a \$400,000 Cook County Community Development Block Grant (CDBG). Resolution R25-30 authorized the Mayor or Village Manager to sign an agreement with Cook County related to this award. The awarded project will install approximately 10,951 linear feet of Cured in Place Pipe (CIPP) liner of sanitary sewers south of Sauk Trail, northwest of Indianwood Boulevard, north of Blackhawk Drive, and predominately in the “M” Street neighborhoods.

The FY26 Sewer Fund includes \$500,000 to undertake this project, with \$400,000 being reimbursable through this CDBG grant. However, the Village was recently notified by Cook County that an additional \$100,000 would be available to the Village for this grant. The amended agreement is attached.

**RECOMMENDATION:**

Authorize the Mayor to execute the Amendment to Community Development Block Grant (CDBG) agreement for project 2507-022 accepting an additional \$100,000 in grant funds for a total amended award of \$500,000

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Board’s Regular Meeting on February 16, 2026, for your discussion and consideration.

## AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the Community Development Block Grant Subrecipient Agreement (“Agreement”) is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Planning and Development (“DPD”), **Village of Park Forest** (CDBG Project No. **2507-022**, a municipality (“Subrecipient” (collectively referred to as “the Parties” and individually as a “Party”) to establish agreed upon funding changes to Exhibit E (increase original 2025 CDBG CI Award by **\$100,000.00**) of the Subrecipient Agreement for the purposes described in the Agreement and related exhibits.

### RECITALS

**WHEREAS**, the County and Subrecipient entered in the Community Development Block Grant Program Subrecipient Agreement effective on February 10, 2026, and

**WHEREAS**, the County and Subrecipient wish to enter into this Amendment for the purposes described herein.

**NOW THEREFORE**, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do mutually agree to amend the Agreement as follows:

#### 1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibit attached hereto, constitute an integral part of this Amendment and are incorporated herein by this reference.

#### 2. EXHIBITS AND ATTACHMENTS

Exhibit E. Project Summary and Budget is hereby revised and amended and is attached hereto and incorporated therein by reference.

#### 3. The remaining terms and conditions of the Agreement remain unchanged and in full force and effect.

*(Remainder of Page Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment to the Agreement on the dates hereafter set forth.

**VILLAGE OF PARK FOREST**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Honorable Joseph A. Woods, President**

**COUNTY OF COOK, ILLINOIS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Susan M. Campbell, Director  
Department of Planning and Development