

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, October 3, 2023

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Approve Resolution 15-2023, "A Resolution Authorizing and Approving an Engineering Services Agreement with Frank Novotny & Associates, Inc. Regarding a Lead Service Line Inventory for the Village of Stickney"
7. Approve Resolution 16-2023, "A Resolution Authorizing and Approving an Engineering Services Agreement by and Between Frank Novotny & Associates, Inc. and the Village of Stickney" (2023 Street Resurfacing Program MFT Section No. 23-00062-00-RS)
8. Grant Permission to The Salvation Army to conduct their Annual Red Kettle Solicitation Campaign on Monday—Saturday, November 1st—December 24th 2023.
9. Report from the Mayor
10. Report from the Clerk
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
13. Public Comments
14. Adjournment

Posted September 29, 2023

September 19, 2023

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, September 19, 2023, at 7:08 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa**

At this point, Trustee Torres asked the Mayor if she could take the floor before he started the meeting. She then proceeded to proclaim that this is Mayor Jeff Walik Day in the Village of Stickney and read the following:

**PROCLAMATION
IN APPRECIATION TO
Mayor Jeff Walik**

WHEREAS Jeff Walik is honored today by his family, friends, employees, and community; and

WHEREAS Jeff Walik has been a lifelong resident of the Village of Stickney; and

WHEREAS Jeff Walik served on the Stickney Police Department as an Auxiliary Police Officer, on May 2, 1987 and became a sworn Full Time Police Officer on November 1, 1993. and retired in January, 2008; and

WHEREAS Jeff Walik served as a Village Trustee from September 1, 2009 to October 31, 2013; and

WHEREAS Jeff Walik was elected Mayor of the Village of Stickney in 2017 and is now in his second term; and

WHEREAS Jeff Walik, we thank you for everything you have done and continue to do for the Village of Stickney, its residents, employees, friends, and family. You go above and beyond to help our seniors with all the senior programs that you offer. You are devoted to the families of this town, the schools and school children, churches, and other organizations.

NOW, THEREFORE, we the Officials of the Village of Stickney do hereby proclaim September 19th, 2023, as Mayor Jeff Walik Day in the Village of Stickney for your dedicated service and a staple in our community.

Dated this 19th day of September, 2023

Trustee Torres then continued to read the following:

VILLAGE OF STICKNEY

The Members of the Board of the Village of Stickney hereby wish to recognize

Jeff Walik, Mayor of the Village of Stickney

We honor and very much appreciate you and all that you have done.

You represent the people of this Village with integrity and honor and promote our town as a great place to live and work. You are a true leader. You have accomplished so much and your hard work and dedication does not go unnoticed. We know your journey isn't over yet and we look forward to working by your side to support you.

We therefore wish to present you with this certificate of recognition for your loyalty and commitment to this Village and its residents.

At this point the Mayor progressed through the crowd and shook each hand and thanked each person. He addressed the crowd and said that he was truly surprised. He said that he is going to continue to do what he does. I don't know if I have any more room in my office for these plaques. I couldn't do this without you.....all the department heads. I do this because I treat all the seniors the way I would like my Mom and Dad to be treated if they were here. I want our kids to grow up in a great

community like I did. Someday, if God makes me leave, there will be someone younger moving into this position. I do it for the kids. I do it for people our age. Family Day had the best band we ever had, the biggest crowd, a beautiful day, and the best fireworks we ever had. Sometimes we can't beat the things we do for the next year. He thanked everyone who put this together. I am going to laugh and joke some more but the job is going to get done. I cannot do this without this great Board and Department Heads. Look around the room. Everybody that is here has helped us. All these faces have volunteered and helped us. I don't know what else to say. Come back in two weeks and I'll have more to say. He then pointed out the Board members by name for doing this. Several people in attendance were singled out. A strong message was given for support of law enforcement. He thanked everyone again.

The Board meeting continued.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the regular board meeting held on Tuesday, September 5, 2023

Upon the roll call, the following Trustee voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres and Hrejsa
Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustee voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

Trustee Torres moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2023-18, "An Ordinance Amending Chapter 14, Section 14-154 and 14-157 of the Municipal Code, Village of Stickney, Illinois Regarding Parking on 41st Street."

Upon the roll call, the following Trustee voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor thanked everyone for coming out for himself.

CLERK'S REPORT: The clerk said that she does enjoy working with the Mayor. When she was sitting in the back row attending the board meetings, that's when we became acquainted. I was part of his life in one way shape or form. I appreciate everything he has done for me especially when I was sick. You were really there for me, and my family and I appreciate it. And I put out a request for the Wienermobile to come back next year. It was so much fun.

TRUSTEE REPORTS:

Trustee Hrejsa: The Haunted Hayride is coming up on October 21, 2023, 6:30 to 9:30 p.m. at 43rd and Ridgeland. We are still looking for volunteers. You can contact him or Linda in the front office. Congratulations were extended to the Mayor.

Trustee Kapolnek: He told the Mayor, "You're the best". You help people out throughout this Village. I have never seen anyone do as much as you do. When Forest View flooded, you were out there in a rowboat rescuing people. "You're the best".

Trustee Torres: I couldn't have done this without all the help from Beth, Chief Sassetti and Chief Boyajian. We have cake and cookies available after the meeting. She personally told him that he had made her life wonderful. When her husband died he was so good to me. He trained her 30 years ago when she started in the police department. The Mayor explained that we didn't have too many female police officers at that time. Occasionally they would have to call her out at 3:00 a.m. when they would arrest a woman.

Trustee Milenkovic: He thanked and congratulated the Mayor on this recognition.

Trustee Savopoulos: He thanked Mayor Jeff Walik for his friendship and leadership, and said he is honored and proud to serve on this Board under his leadership.

Trustee White: He thanked Jeff Walik for everything he has done for all of us. And I would like to thank Jeff Walik my friend.

DEPARTMENT REPORTS:

Fire Chief Jeff Boyajian: He thanked the Mayor for all he has done for the residents and for the men and women of the fire department.

Police Chief James Sassetti Our gratitude from the police department to you is overwhelming as you can see by this strong showing of the majority of off-duty police officers that came here tonight when they heard that you were getting this award. On behalf of all the men and women of the Stickney Police Department we congratulate you on your award and thank your unwavering loyalty, support for the police department and we are grateful for everything you do for the Village and the police department. Also, he gave a FEMA report pursuant to the flood. There were 92 households who submitted applications for a total of \$208,119.00 that FEMA has given Stickney residents pursuant to the July 2nd flood. Again, that is reflective upon you when that flood occurred we jump through many a hoop that IEMA, FEMA and Cook County created for us. Due to your leadership and hard work 92 households were able to get financial relief for the flooding damage they suffered back then. On behalf of these residents, I thank you. I am sure they would thank you also.

Public Works Supervisor Joe Lopez: He congratulated the Mayor.

Finance Director David Gonzalez: He congratulated the Mayor and felt it is warranted.

The Mayor again spoke about how he is here for the police and fire. Our attorney, Jessica Fese, knows, and we talk about it all the time of the support I give these guys every day. We give them awards. I support all of them. He pointed out four of our police officers that he personally worked with. He thanked them all. He said he supports the police, fire, seniors, for our kids and I love this Board for all their support. There is never an argument amongst this Board. There is no one here with their own agenda. When Trustee Kapolnek suggested a flashing stop sign because it was in a park zone. He got it. That is public safety. Even our newcomer Jim. Our great department heads were pointed out.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion. The motion carried on this honorary Mayor Jeff Walik Day adopted the motion at 7:38 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this ____ of _____, 2023

Jeff Walik, President

Village of Stickney
Warrant Number 23-24-11

EXPENDITURE APPROVAL LIST
 FOR VILLAGE COUNCIL MEETING ON
 October 03, 2023

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		181,114.32
02 WATER FUND		247,906.29
03 MOTOR FUEL TAX FUND		27.25
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		4,025.00
09 BOND & INTEREST FUND		-
	Subtotal:	433,072.86
General Fund Payroll	9/18/2023	133,332.00
General Fund Payroll	9/29/2023	234,382.72
Water Fund Payroll	9/29/2023	21,519.38
	Subtotal:	389,234.10
Total to be Approved by Village Council		822,306.96

Approvals:

 Jeff Walik, Mayor

 Audrey McAdams, Village Clerk

 Treasurer

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 9/15/2023 Through 9/28/2023

Check Number	Vendor Name	Effective Date	Check Amount
507438	ANDERSON PEST SOLUTIONS	9/21/2023	(77.95)
507547	Burke Beverage	9/21/2023	(1,000.00)
507623	Air Comfort	9/18/2023	7,595.15
507624	Airgas USA LLC	9/18/2023	862.30
507625	ANDERSON PEST SOLUTIONS	9/18/2023	57.40
507626	Audrey McAdams	9/18/2023	15.00
507627	B and B Maintenance, Inc	9/18/2023	1,560.00
507628	BLUE CROSS BLUE SHIELD	9/18/2023	92,065.19
507629	Bell Fuels, Inc.	9/18/2023	2,647.37
507630	Berwyn ACE Hardware	9/18/2023	309.31
507631	Burke Beverage	9/18/2023	854.74
507632	Citizens Bank	9/18/2023	2,757.20
507634	Clear View	9/18/2023	2,663.25
507635	Comcast	9/18/2023	114.85
507637	EGS Inc.	9/18/2023	419.00
507638	Fire Apparatus & Supply Team	9/18/2023	1,640.48
507639	Fullmer Locksmith Service	9/18/2023	50.50
507640	Great Lakes Water & Safety Products	9/18/2023	2,824.00
507641	Illinois Department of Agriculture	9/18/2023	60.00
507642	Impact AEDs	9/18/2023	1,296.00
507643	Lenny's Gas N Wash Cicero and Pershi...	9/18/2023	646.20
507644	MagneGrip	9/18/2023	1,871.15
507645	Menards - Hodgkins	9/18/2023	326.63
507647	Mitchell Wido Investigative Consulting ...	9/18/2023	950.00
507648	Municipal Emergency Services	9/18/2023	1,018.33
507649	Municipal Web Services	9/18/2023	270.00
507651	Quadient Leasing USA, Inc.	9/18/2023	419.46
507652	S & S Industrial Supply	9/18/2023	2,224.78
507653	The Eagle Uniform Co.	9/18/2023	460.50
507654	VERIZON	9/18/2023	3,019.99
507655	Yuritz RC Landscaping Inc	9/18/2023	1,800.00
507656	Comcast	9/18/2023	61.43
507657	Comcast	9/18/2023	142.86
507658	Comcast	9/18/2023	105.25
507659	ANDERSON PEST SOLUTIONS	9/21/2023	77.95
507660	Berwyn ACE Hardware	9/21/2023	47.98
507661	CALIBRE PRESS	9/21/2023	359.00
507662	Canon Financial Services, Inc.	9/21/2023	2,881.09
507663	CELL AT AUCTION	9/21/2023	2,500.00
507664	CLASIC EMBROIDERY, INC	9/21/2023	70.00
507665	College of DuPage	9/21/2023	550.00
507666	Comcast	9/21/2023	299.85
507667	Deece Automotive	9/21/2023	1,185.00
507668	FOXFURY, LLC	9/21/2023	710.07
507669	FRONTLINE PUBLIC SAFETY SOLUTIO...	9/21/2023	750.00
507670	Fullmer Locksmith Service	9/21/2023	525.50
507671	Illinois Homicide Investigators Associat...	9/21/2023	550.00
507672	Illinois State Police	9/21/2023	56.50
507673	Johnson Controls Security Solutions	9/21/2023	240.00
507676	Minuteman Press of Lyons	9/21/2023	198.50
507677	Mitchell Wido Investigative Consulting ...	9/21/2023	650.00
507678	Municipal Emergency Services	9/21/2023	704.00
507679	Occupational Health Centers of Illinois,...	9/21/2023	1,306.00
507680	POMP'S TIRE SERVICE, INC.	9/21/2023	964.94
507681	POSEN FIRE ACADEMY	9/21/2023	500.00

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 9/15/2023 Through 9/28/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507682	Schelli Reporting Service, Ltd.	9/21/2023	1,468.30
507683	Secretary of State	9/21/2023	302.00
507684	The Sign Edge	9/21/2023	368.00
507685	The Eagle Uniform Co.	9/21/2023	188.00
507686	T-Mobile USA, Inc.	9/21/2023	25.00
507687	Westfield Ford, Inc.	9/21/2023	105.00
507688	1ST AYD CORPORATION	9/28/2023	231.92
507689	Air One Equipment, Inc.	9/28/2023	670.96
507690	Anthony A. Rainiero	9/28/2023	0.00
507691	Bell Fuels, Inc.	9/28/2023	2,262.24
507692	Berwyn ACE Hardware	9/28/2023	68.41
507693	CINTAS #769	9/28/2023	61.38
507694	Comcast Business	9/28/2023	5,031.10
507695	Comcast	9/28/2023	317.19
507697	DEL GALDO LAW GROUP LLC	9/28/2023	10,520.08
507698	EXTENDOBED	9/28/2023	2,745.00
507700	Fullmer Locksmith Service	9/28/2023	378.00
507701	Green Valley Landscaping Co.	9/28/2023	1,800.00
507702	GW & Associates PC	9/28/2023	4,500.00
507704	Intergovernmental Risk Management ...	9/28/2023	918.38
507705	Konica Minolta Business Solutions U.S....	9/28/2023	109.94
507706	Laner Muchin	9/28/2023	900.00
507707	Minuteman Press of Lyons	9/28/2023	319.44
507709	Russo's Power Equipment, Inc.	9/28/2023	1,506.73
507710	The Sign Edge	9/28/2023	200.00
507711	The Eagle Uniform Co.	9/28/2023	960.50
	Total 01 - General Fund		181,114.32

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 02 - Water Fund
 From 9/15/2023 Through 9/28/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507629	Bell Fuels, Inc.	9/18/2023	1,323.69
507633	City of Chicago	9/18/2023	204,888.25
507634	Clear View	9/18/2023	11,711.92
507646	Midwest Chlorinating, Inc.	9/18/2023	6,000.00
507650	NICOR GAS	9/18/2023	202.13
507675	Metropolitan Industries, Inc	9/21/2023	100.00
507691	Bell Fuels, Inc.	9/28/2023	1,131.10
507696	ComEd	9/28/2023	1,027.23
507699	Ferguson Waterworks	9/28/2023	14,482.00
507702	GW & Associates PC	9/28/2023	4,500.00
507703	Heidelberg Materials	9/28/2023	1,759.97
507708	Neptune Sewer Service	9/28/2023	780.00
	Total 02 - Water Fund		247,906.29

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 9/15/2023 Through 9/28/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507636	ComEd	9/18/2023	<u>27.25</u>
	Total 03 - Motor Fuel Tax Fund		27.25

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
08 - Capital Projects Fund
From 9/15/2023 Through 9/28/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507674	KIMTECH CORPORATION	9/21/2023	4,025.00
	Total 08 - Capital Projects Fund		4,025.00
Report Total			433,072.86

RESOLUTION NO. 15 -2023

A RESOLUTION AUTHORIZING AND APPROVING AN ENGINEERING SERVICES AGREEMENT WITH FRANK NOVOTNY & ASSOCIATES, INC. REGARDING A LEAD SERVICE LINE INVENTORY FOR THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12 et seq.) requires the Village to prepare a lead service line material inventory for all water users by April 15, 2024 (the "Project"); and

WHEREAS, the Village has over 1,900 water customers, which makes physical inspection of all service lines a difficult undertaking; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") allows for the use of predictive modeling software to complete the lead service line material inventory; and

WHEREAS, the President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") have determined that it is in the best interests of the Village to engage Frank Novotny & Associates, Inc., dba Novotny Engineering ("Novotny") for engineering services related to the Project (the "Services"); and

WHEREAS, Novotny has provided the Village with an agreement, attached hereto and incorporated herein as Exhibit A, whereby Novotny, which may utilize a third-party vendor, will provide the Services to the Village (the "Agreement"); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Novotny for the Services; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Novotny will provide the Services to the Village,

to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of _____ 2023, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2023.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"
ENGINEERING SERVICES AGREEMENT

MEMO

To: Village of Stickney
6533 W Pershing Road
Stickney, IL 60402

Attn: Mayor & Board of Trustees

From: Tim Geary, P.E., Village Engineer

CC: Audrey McAdams, Clerk, Joe Lopez, Public Works Supervisor, #22566

Date: 9/15/2023

Re: IEPA Lead Service Line Material Inventory – Engineering Agreement

Dear, Mayor & Board of Trustees:

As required by the IEPA Lead Service Line Replacement and Notification Act (effective January 1, 2022), the Village is required to prepare a Lead Service Line Material Inventory for all water users by April 15, 2024. This inventory is required to include certain water service line information with this information also required to be obtained by IEPA approved methods. As the Village has approximately 1,900 water customers this will be a significant undertaking. The Water Department will incorporate water service material inspections as part of their residential inspections or meter reading visits to start the water service line material database compilation. As it will be difficult to inspect all water services lines, the IEPA allows the use of predictive modeling software to complete the inventory based on parcel data points that we will obtain from Cook County GIS property databases. The use of predictive modeling analytics will greatly reduce the time required to compile this water service material information.

Therefore, I have attached an engineering agreement for the preparation of the Water Service Line Inventory that will include the use of predictive modeling analytics as provided by BlueConduit as a subcontractor for your review and approval. Their services will include preparation of the water service line material inventory in compliance with IEPA requirements, and preparation of a GIS (Geographical Information System) mapping that can be posted on the Village's website. BlueConduit will host the GIS map on the Village's website for the first year with our firm taking over the mapping going forward. The water service line GIS mapping will also be a useful tool for management of the lead service line replacement program. The Village must complete 6% of their total lead service line replacements annually (17-year Max Completion Duration) – with a lead service line replacement start date of April 15, 2027.

If this Professional Services Agreement meets your approval, please execute two (2) copies of the agreement as shown. Please contact me if you should need any other information about this proposed project.

Note: The Village has also been awarded an IEPA Lead Service Line Inventory Grant (\$40,000) for this work.

Thank you,



Tim Geary, P.E.
Village Engineer

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR PREPARATION OF A COMPLETE LEAD SERVICE LINE MATERIAL INVENTORY	C O N S U L T A N T	ENGINEER:	
Village of Stickney				Frank Novotny & Associates, Inc. D/B/A Novoty Engineering	
Address:				Address:	
6533 W Pershing Road				545 Plainfield Road, Suite A	
City:				City:	
Stickney				Willowbrook	
Project No.:				State:	Zip:
22566				IL	60527

THIS AGREEMENT, made and entered into this _____ day of September, 2023, by and between **Frank Novotny & Associates , Inc. D/B/A Novotny Engineering** whose address is 545 Plainfield Road, Suite A, Willowbrook, IL 60527 hereinafter called "**NOVOTNY**", and the **Village of Stickney** and hereinafter called "**STICKNEY**" covers certain professional engineering services, in connection with the preparation of the of a **Complete Lead Service Line Material Inventory (LSLI)** meeting the specified requirements of Illinois Environmental Protection Plan (IEPA) and the approved IEPA Lead Service Line Inventory Grant Agreement.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

NOVOTNY AGREES,

I. Project Predictive Modeling Tasks to be Completed Summary: As the Village has approximately 1,900 water services lines, an IEPA approved predictive modeling approach will be utilized to complete the LSLI in partnership with BlueConduit implementing their Smart Service Line Material (SLM) Inventory Powered by ESRI Machine Learning Platform with the following tasks to be performed in connection with the proposed project:

- a. Novotny will collect, organize, review, and prepare available data for the service line material inventory.
- b. Novotny will host the Esri Lead Service Line Inventory (LSLI) solution in their ArcGIS Online (AGOL) account.
- c. Novotny will install the free version of the Esri LSLI Solution Version 3.0 or higher.
- d. Novotny will provide BlueConduit with access and creator permissions to ESRI LSLI Solution and Inventory Data Layer.

- e. BlueConduit will coordinate with Novotny/Stickney to install a routine that adds our custom schema (tables, columns, views, triggers) to the Esri LSLI Solution.
- f. Novotny will create the ESRI ArcGIS Online Inventory Project Map and load collected data into the Inventory App.
- g. BlueConduit will pull the data into the BlueConduit machine learning platform to perform phase 1 of data analysis.
- h. BlueConduit will produce the initial batch of targeted locations for Novotny/Stickney to complete physical verification (30-50 locations), which will be statistically representative of the entire system. Subsequent inspections may be recommended as needed, up to ~100 total and can be provided in batches of 20.
- i. Novotny/Stickney performs physical verifications using their existing field-based ESRI apps. Saved inspection records are linked to the project's inventory table.
- j. BlueConduit will pull the updated data into the BlueConduit machine learning platform to perform phase 2 of data analysis.
- k. BlueConduit generates the 1st iteration of the model. The results are delivered directly into the ESRI LSLI. Linked fields will automatically have an up-to-date inventory with two views on the Lead Inventory project map: verified and predictions.
- l. BlueConduit will configure an LSLI dashboard, reflecting verified and predicted service line materials.
- m. Novotny/Stickney will perform ongoing field-based inspections and replacements.
- n. As ongoing inspections and/or replacements have been performed, the newly updated material data will be ingested and analyzed by BlueConduit.
- o. Service line material predictions will automatically be updated at a frequency determined between BlueConduit and Novotny (weekly, monthly etc.) for the duration of the contract agreement.

II. Additional Project LSLI Tasks to be Completed Summary: Novotny will assist Stickney to complete the following additional tasks:

- a. Prioritize inspections of high-risk areas identified by Stickney and inspection of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics and confirm service line materials in those areas at those facilities.
- b. Review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction.
- c. Conduct visual service line inspections and document materials of construction during routine maintenance visits.
- d. Identify any time period when the service lines connected to its distribution system were primarily lead service lines if known.

- e. Discuss service line repairs and installations with Stickney employees, contractors, plumbers and other workers who worked on service lines connected to the distribution system.

III. Project LSLI Deliverables Summary: Novotny will provide the following deliverables:

- a. A complete Lead Service Line Inventory (LSLI) meeting the requirements of Section 17.12(g) of the IEPA Illinois Lead Service Line Replacement and Notification Act by no later than April 15, 2024.
- b. A Configured ESRI Lead-Safe Community Site – Public Facing Service Line Map (SLM) Inventory Map.

IV. To attend meetings to be held at the request of Stickney in addition to normal project visits.

V. That basic notes and sketches, charts, computations, and other data prepared or obtained by Novotny pursuant to this Agreement, will be made available, upon request, to Stickney without cost and without restriction or limitation as to their use.

VI. In the event information provided are found to be in error during the PROJECT due to the negligence or willful misconduct of Novotny, and revisions or corrections are necessary, Novotny agrees that he will perform such work without expense to Stickney even though final payment has been received by him.

VII. Novotny will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. Novotny shall name Stickney as "Additional Insured" on Novotny's General Liability policy.

STICKNEY AGREES,

I. To pay Novotny as compensation for all services performed as stipulated in Paragraphs I, II, III, IV, V, VI & VII of "NOVOTNY AGREES" section in accordance with the following:

- a. A lump sum fee of \$17,000.00 for completion of the LSLI predictable modeling report and preparation of the Lead Service Line Inventory as prepared by BlueConduit.
- b. A sum of money based on the hourly rates stipulated below for Novotny personnel assigned to this project as payment in full to Novotny for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed:

Grade Classification of Employee	Hourly Rate Range
Principal	\$160.00 - \$180.00
Associate Principal	\$155.00 - \$170.00
Senior Project Engineer	\$145.00 - \$165.00
Project Manager	\$125.00 - \$145.00
Staff Engineer	\$ 90.00 - \$125.00

Senior Technician	\$ 90.00 - \$140.00
CAD Technician	\$100.00 - \$125.00
GIS Technician	\$ 80.00 - \$100.00
Engineering Intern II	\$ 45.00 - \$ 65.00
Engineering Intern I	\$ 40.00 - \$ 60.00

If Novotny is required to work overtime hours, the billable rate charged for all employee grade classifications performing overtime work, except Principals, shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2023. In event the services of Novotny extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of Novotny that are in effect at that time.

IV. That payments due Novotny for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed.

V. That, should the improvement be abandoned at any time after Novotny has performed any part of the services provided for in Paragraphs I-a and I-c, of "NOVOTNY AGREES" section, and prior to the completion of such services, Stickney shall reimburse Novotny an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Novotny bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of Novotny under this Agreement.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by Stickney upon giving notice in writing to Novotny at his last known post office address. Upon such termination, Novotny shall cause to be delivered to Stickney all documents, partial and completed data with the understanding that all such material becomes the property of Stickney. Stickney acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated Novotny shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by Novotny bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of Novotny under this Agreement

EXECUTED BY STICKNEY, this _____ day of _____, 2023.

Owner: Village of Stickney

**Address: 6533 W Pershing Road
Stickney, IL 60402**

By: _____

Printed
Name/Title: Jeff Walik, Mayor

ATTEST:

By: _____

Printed
Name/Title: Audrey McAdams, Clerk

EXECUTED BY NOVOTNY, this _____ of _____, 2023.

**FRANK NOVOTNY & ASSOCIATES, INC
D/B/A NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, IL 60527**

By: _____

Printed
Name/Title: Timothy P. Geary, President

ATTEST:

By: _____

Printed
Name/Title: Thomas R. Brandstedt, Vice President



BlueConduit

BlueConduit Proposal

Smart SLM Inventory Powered by Esri

Machine Learning Platform-as-a-Service

Novotny Engineering - Village of Stickney

JUNE 6, 2023

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Machine Learning Methodology and Approach

BlueConduit’s machine learning methodology and approach is aligned with the guiding Principles of Data Science for Lead Service Line Inventories and Replacement Programs and in accordance with the EPA Guidance for Developing and Maintaining a Service Line Inventory. BlueConduit also adheres to specific state-level guidance and compliance requirements as applicable to the geographic location of the project.

An accurate service line materials inventory is the foundation of the Lead and Copper Rule Revisions (LCRR). BlueConduit will work with the Utility's existing data to develop its service line material inventory. BlueConduit's methodology produces a full SLM inventory for all line segments (public and private.) The SLM Inventory will display the presence of known materials and predict likely locations of lead service lines, galvanized steel/iron pipes with or without lead goosenecks, and the remaining materials used in the water system. BlueConduit understands the resource constraints of water utilities and that limited funding and time prohibits the ability to physically inspect service line materials at every address. Our Data Scientists will recommend a targeted inspection list for physical verification to determine the location of lead service lines or galvanized steel pipes with lead goosenecks. The verified service line material data collected from these verification inspections provides essential information to support the BlueConduit predictive model and improve overall model performance. The process is iterative and improves with continued data validation.



Data Sources

To develop a full-service line material inventory, the Utility needs to collect and organize its existing system data and identify its gaps. This requires the Utility to find, organize, analyze, and document existing data sources (structure age, historical records, permit records, etc.) and understand how existing data patterns inform lead service line locations across a large, varied service area. BlueConduit's approach streamlines this process and takes the guesswork out of data analysis.

In developing a comprehensive inventory, BlueConduit analyzes data that can be classified as service lines of "known" materials. This involves reviewing verified service line material records, building codes, city ordinances about banned service line materials, and investigating other sources that provide certainty about pipe materials in the system. This initial step provides a baseline for the inventory and helps set the strategy for reducing "unknowns" for locations where pipe material is not known with high degrees of certainty.

BlueConduit will request information from the Utility to begin the statistical analysis and predictive modeling process.

High-value data sources that are commonly used in an SLM Inventory project include:

- Recently Verified Service Line Material Records (both public and private-side)
- Historical Water Service Line Material Records (both public and private-side)
- Information on service line cards, which are primarily incomplete but could have any of the following information on them:
 - Main size
 - Service line size
 - Service line materials
 - Customer account
- Records of previous materials for service line replacements performed over the last two years. (Earlier replacements do not indicate the date of replacement or material.)
- Water main age (this information is the best beginning in the 1950s)
- Historical water service line maps
- Taxable Parcel Records (year built, land size, value, zoning, etc.)
- Construction records (if available)
- Water Account Billing information (if available)
- Water Sampling Test Results (if available)
- Water Main Size and Material (if available)
- Census Data (if available)

- Fire Hydrant Locations and Attributes (if available)
- List of daycare and school facilities and their previous testing records

Required Data Fields

Verified Service Line Material records and Historical Service Line Material records are absolutely essential to our work. Using ESRI's Lead Service Line Inventory Solution Version 3.0 or higher, BlueConduit recommends organizing and loading available data as it relates to the required fields in the designated State Agency or [EPA Service Line Inventory Template](#). BlueConduit will ingest these data points via direct connection with Esri's Lead Service Line Inventory Solution.

The predictive model requires, at a minimum, the following fields:

- Public Water System ID (PWS ID) Number associated with the service line
- Unique service line ID
- Street address
- Utility side service line material information and replacement data (unknown permitted)
- Customer side service line material information and replacement data (unknown permitted)

Field	Status	Empty Values
Public Water System Number (PWSID)	Required	Not Permitted
Unique Service Line ID	Required	Not Permitted
Street Address	Required	Not Permitted
Geometry (Parcel, Service Point Asset)	Required (if available)	Permitted
Public Side - Service Line Material	Required (if available)	Permitted
Public Side - Replaced (Y/N)	Required (if available)	Permitted
Public Side - Install/Replacement Date	Nice to have	Permitted
Public Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Required (if available)	Permitted
Private Side - Replaced (Y/N)	Required (if available)	Permitted
Private Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Nice to have	Permitted
Lead connector?	Nice to have	Permitted
Lead solder?	Nice to have	Permitted



BlueConduit uses available data inputs to move "unknown" data points to high-probability data points, reducing uncertainty.

Recognizing that all requested information might not be available or accessible in all locations, BlueConduit's data scientists can work with the available data to develop the service line inventory. The data science team works closely with the Utility to train their team on using the platform and the model and reduce communication errors.

BlueConduit's data scientists search for other parcel-level datasets that could provide insights into service line materials. In other communities, BlueConduit has found that the age of the nearest fire hydrant helped predict service line material; the machine learning model can process datasets and identify patterns to determine which data is most useful in each geography. Only data about parcels and infrastructure will be collected. No personally identifiable or health information will be collected or stored.

Recommended Inspections

Generating an estimate of the total number of lead service lines in a system or the material at any given address will use information from previously verified service line materials to estimate the materials at service lines of unknown material. The accepted best practice in statistics to be able to make these kinds of estimates is gathering verified service line material data at a random set of homes where the service line material is unknown. Statistically, only such a representative set of verified service points will truly reflect the whole system. This representative randomized sample is critical for understanding the entire system's likely materials.

After preliminary evaluation of the quantity and quality of existing verified data, BlueConduit will generate a targeted list of service lines for the Utility to visually inspect and confirm the existing service line material. This verified data will be used to inform and train BlueConduit's predictive model. The number of homes included in the Recommended Inspection List will depend on factors determined by BlueConduit and the Utility.

BlueConduit estimates that up to 1% of the system's service lines may require visual inspections to reconcile uncertainty. The specific number will be based on BlueConduit's initial analysis and developed in collaboration with the Utility. These inspections will allow an efficient way to verify the reliability of those records.



The specific points/service line segments that will need to be inspected will not be known until BlueConduit conducts its initial analysis of existing data.

Note: BlueConduit does not perform any field verification work. The Utility will cover the cost of field inspections and verifications.

Typical verification methods utilize potholing or Hydrovac at the curb box to verify material on the public and private sides of the service line.

First Iteration of the Model

BlueConduit provides a complete picture of the distribution of service line materials across the system. It offers separate material predictions for different segments of the service line and can also provide the likelihood of a galvanized pipe or any material. BlueConduit also supplies supporting documentation for reports submitted to regulators about the methodology.

Upon completing the targeted inspection effort, BlueConduit will integrate the newly verified service line material data into its machine learning model to generate a complete service line material inventory (public and private) with home-level probabilities. These models will use characteristics of homes with verified service line materials including lead and copper to predict service line material at homes with unverified service lines.

BlueConduit will create an ArcGIS map layer for the project map that shows the likelihood of a point of service having a lead, galvanized, copper, or any other material. BlueConduit will use these methods to generate the probability of having a lead service line on the public side of the service line, the private side, and the joint probability. The predictions can be provided at different levels of detail as needed by the Utility:

- *System-Wide Level* A service-wide estimate can be used to estimate the total number of lead service lines, develop annual capital and operating budgets, and communicate this to customers.
- *Neighborhood Level* If there are indicated lead service lines, neighborhood-by-neighborhood information is ideal for prioritizing resources across the service area. Additionally, this information can be used to develop a public health communication strategy and, potentially, a "Filter Distribution Program."

- *Water main or block-level* Shows the highest likelihood of lead service lines by water main. The Utility can coordinate service line replacement work with other planned infrastructure/asset management work to optimize spending and reduce overall community disruption.

Measures of Accuracy and Reliability

When using a statistical model, it is important to continually evaluate model performance at every stage of model development and implementation. BlueConduit evaluates the performance of its statistical models with various metrics to ensure accuracy and reliability. One of the most critical metrics of model reliability is the AUROC (Area Under ROC Curve), which says how good a predictive model is at determining a lead pipe from a non-lead pipe. In multiple geographies, our models have accurately made this distinction 95% of the time. We anticipate that by following BlueConduit's methodology and approach, the Utility would achieve a similar level of confidence in communicating its inventory to regulators and consumers.

Another accuracy method leverages the use of a hold-out sample. A holdout sample refers to withholding a random portion of a data set from an initial model and then using the withheld data to assess the statistical model's performance. Aside from making sure that model probabilities are well-calibrated, it is important to define the accuracy measures used to evaluate and monitor model performance. The key metric to be used for in-the-field true hold-out evaluation is "Hit Rate," the number of LSLs that were identified divided by the number of attempted replacements regardless of what was discovered. Hit rate can be computed for an entire region or broken down into a specific geography or time.

BlueConduit also validates the model's performance using state-of-the-art metrics (e.g., precision and recall). Read about the tradeoff between Precision vs. Recall in this [Article](#) by BlueConduit Chief Data Scientist Jared Webb.

How BlueConduit Manages Unknowns

Having a large number of service lines of unknown material can make LCRR compliance and managing public communication regarding lead in water more complicated. The public notification requirement states that water systems are required to annually notify residents if the service line material at their address is "unknown." Additionally, "unknowns" count toward the required annual replacement rate in the case of a trigger level or action level exceedance.

BlueConduit's standardized approach to addressing unknown materials allows the Utility's LCRR Team to develop a method to identify service line materials and develop a plan for identifying the lack of lead

materials in previously unknown service lines. It is the basis for our highly developed machine learning algorithm. This is done through a combination of BlueConduit's expertise in managing service line replacement projects and leveraging BlueConduit's best-in-class predictive modeling software to generate trusted service line material predictions.

Updated Predictions and Continuous Validation

The predictive modeling process is most effective when taking an iterative approach, as recommended by the EPA. Each time the Utility verifies service line material through its regular operations, that data can be integrated to update the predictive model and refine the predictions. Leveraging the statistical model's machine learning nature, the model can improve over time with additional data. BlueConduit's team will continue to generate further iterations of the predictive model at a frequency determined in coordination with the Utility for the duration of the project engagement.

LCRR Compliance

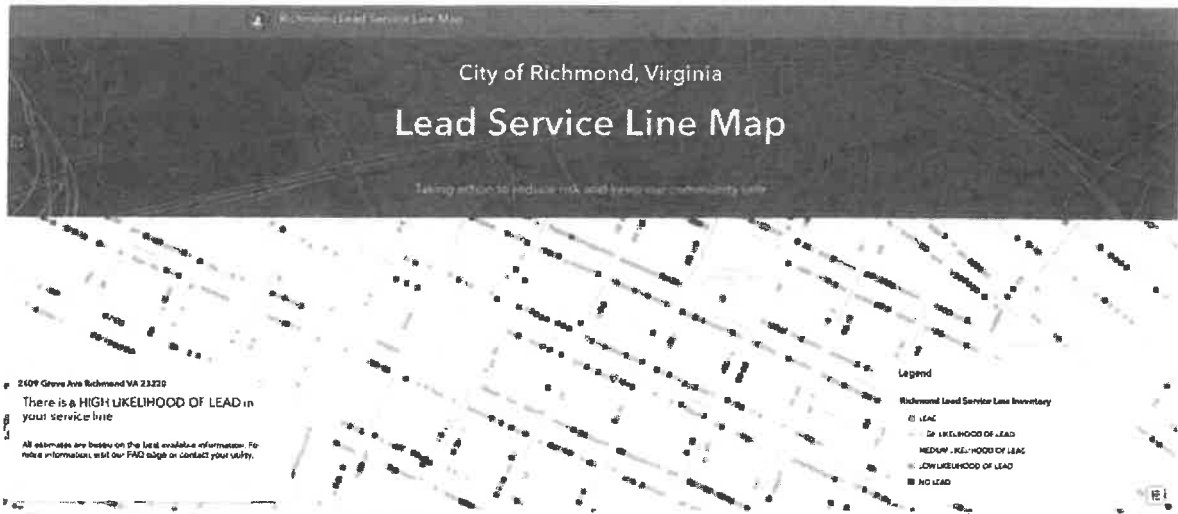
The completed SLM Inventory will be viewable in the Esri ArcGIS Online Project Map with easy reporting tools available to generate reports in the formats mandated under LCRR. This will allow the PWS to quickly access the inventory report and submit it for compliance ahead of the April 2024 (IEPA) and/or October 2024 (US EPA) deadline.

BlueConduit will also provide a Statistical Analysis Report summarizing the methodology, inputs, model performance, and predicted material results as needed for compliance.

Public-Facing Map

Communicating lead service line information helps residents locate their properties and allows them to learn if their property may be affected by lead. The Esri Lead-Safe Community site can be used to communicate lead service line information to residents in the community. It can also include a link to the Water Service Line Material Survey tool which allows residents to report the material of their water service lines, allowing water utilities to better understand their water systems and make improvements to eliminate lead pipes within their water systems.

By leveraging Esri's Community Safe Website App, the final Esri ArcGIS Online Inventory Project Map can be published for public-facing consumption on the Utility's website, revealing only the layers/data fields required for compliance.



What Are We Doing to Help?

As your water provider, we are doing the following to reduce lead exposure in our water system:



Verify Material
 Conducting verification of service line materials including field inspections



Inform Customers
 Sharing results and any actions taken



Reduce Lead
 Executing projects to reduce lead in the water system



Educate Public
 Programs, maps, and informative tips used to educate residents

Esri ArcGIS Collaboration - BlueConduit Smart SLM Inventory

BlueConduit is partnered with Esri to deliver a best-in-class, GIS-based Lead Service Line Inventory software solution. By combining the Esri ArcGIS Online technical architecture with BlueConduit’s robust data analytics, service line inventory management and compliance is simplified and efficient.



Our predictive model and machine learning capabilities are seamlessly integrated with the Esri Lead Service Line Inventory Solution, which features eleven applications that provide each key user with targeted functionality and can be deployed *free of charge* for existing Esri customers. This solution requires the Utility to retain an active ArcGIS Online environment and utilizes existing Esri licensing.

Features:

- BlueConduit Data Analytics for Smart SLM Inventory
- SLM Inventory Data Management
- ArcGIS Inventory Online Project Map (Hosted by Novotny/Stickney)
- Public-Facing Inventory Map
- Configurable Dashboards
- Parcel-level Material Predictions (public and private Sides)
- Up-to-date inventory with two views displayed on the map: verified and predicted materials.
- Ability to collect and record physical verifications using Esri field-based apps, where saved inspection records are automatically linked to the inventory table
- Water Service Line Material Survey for customer self-reporting

Mapping Technicians

- ☞ Lead Service Line Inventory
- ☞ Lead Service Line Editor

Mobile Workers

- ☞ Lead Service Line Field Map

Office Staff

- ☞ Lead Service Line Viewer

Engineers

- ☞ Lead Service Line Replacement Manager



Smart SLM Inventory

Service Line
Material Predictions



Managers

- ☞ Lead Service Line Dashboard

Service Line
Self-Assessment Manager

Service Line
Self-Assessment Dashboard

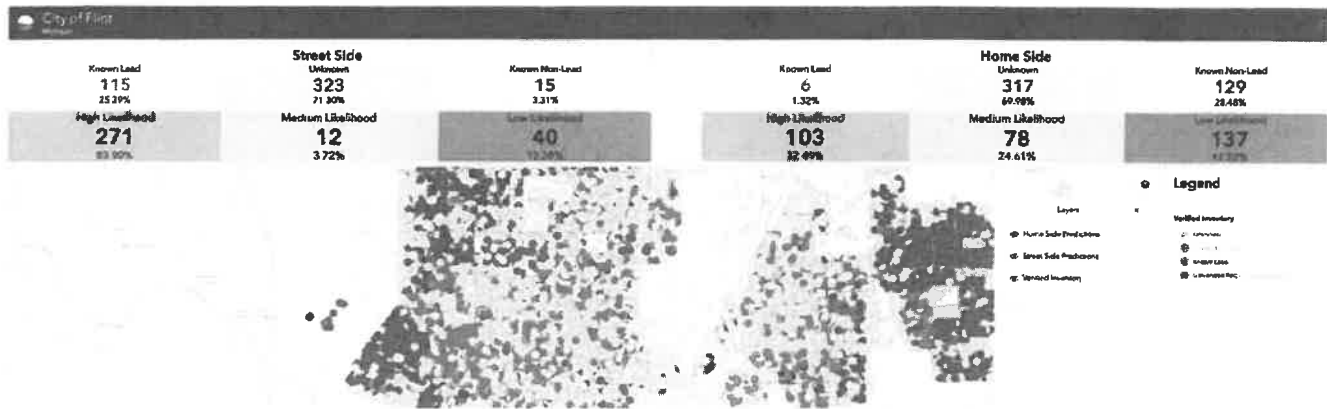
Public

- ☞ Lead-Safe Community Site

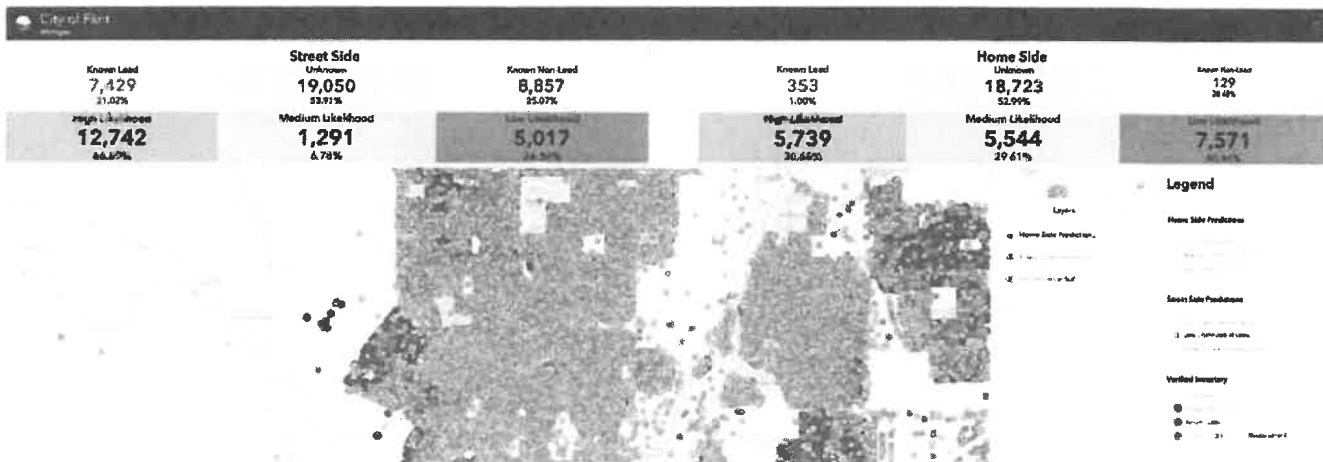
- ☞ Lead Service Line Public Viewer

Water Service Line Material Survey

Verified Inventory View









Prediction Inventory View



Esri Lead Service Line Inventory Application Functionality

The chart below outlines the functionality of each application found within the suite of Esri LSLI tools. The applications denoted with a BlueConduit logo reflect where BlueConduit's integration and configuration plays a role within the suite of Esri LSLI tools. The remaining applications are pre-configured out-of-the-box from Esri, available for the City to deploy free of charge, and all link back to the same SLM inventory dataset.

BlueConduit Smart SLM Inventory Powered by Esri - LSLI Application Functionality		
Key Users	Application	Description
Mapping Technicians	 Lead Service Line Inventory	The Lead Service Line Inventory (LSLI) is an ArcGIS Online application designed to help water utilities and other organizations collect, manage, and share information about lead service lines within their area. It includes tools for data collection, mapping, and analysis such as web forms, reports, dashboards, maps, and tables. Custom configuration by BlueConduit adds columns, views and triggers to represent both verified materials and predicted materials.
	 Lead Service Line Editor	The Lead Service Line Editor is an application within to the LSLI system that allows water utilities to upload, access, and manage information about their lead service lines and connect it to relevant data from external sources. The Editor features custom configuration options to support compliance with state and federal lead and copper rule requirements. Using this application, water utilities can make informed decisions about maintenance, repair, and replacement.
Mobile Workers	Lead Service Line Field Map	The Lead Service Line Field Map (for ArcGIS Field Maps), a mobile app for staff and contractors doing material verification in the field. Allows for photo upload. Results are automatically linked to LSLI.
Office Staff	 Lead Service Line Viewer Web App	The Lead Service Line Viewer Web App is a browser-based viewer that lets staff with the appropriate credentials view the LSLI.
Engineers	Lead Service Line Replacement Manager	The Service Line Replacement Manager is a web app intended for engineers, construction managers, etc to manage and track info about replacement activities.
Managers	 Lead Service Line Dashboard	The Lead Service Line Dashboard is a configurable tool with customizable filters that provides actionable insights on the lead service line inventory, including material verification, predictions, and replacement progress. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	Service Line Self-Assessment Manager	The Service Line Self-Assessment Manager is a web app for Utility staff use to triage information submitted through the Water Service Line Material Survey so they can take the appropriate next action.
	Service Line Self-Assessment Dashboard	The Service Line Self-Assessment Dashboard is a web app dashboard for Utilities that choose to use the Water Service Line Material Survey. It's functionality allows staff to ensure they are quickly triaging submitted information.
Public	Water Service Line Material Survey	The Water Service Line Material Survey is a web based service line self-assessment tool that allows customers to self-report their private-side service line material. The survey is a data collection form where the submissions will link directly to the LSLI. Citizens can self-report material types and upload photos. The Water Service Line Material Survey link can also be embedded in the Lead Safe-Community Site.
	 Lead-Safe Community Site	The Lead-Safe Community Site is a preconfigured web site that can be embedded into a utilities webpage or be a stand alone website that gives key metrics about the utility's service line inventory and the actions they are taking to identify and remove lead services. Helps utilities comply with LCRR requirements for making the LSLI publicly accessible. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	 Lead Service Line Public Viewer	The Lead Service Line Viewer Web App is an intuitive and map-based tool that enables customers to easily access information on lead service lines in their area. This map is also embedded in the Lead-Safe Community Site and helps the utility comply with the LCRR requirements for LSL public availability.

Esri LSLI Project Workflow Summary

This high-level overview summarizes the workflow expectations defined by the BlueConduit project scope. We recognize that the client may have already completed some of these initial steps to launch the use of Esri's Lead Service Line Inventory solution.

1. Novotny/Stickney will collect, organize, review, and prepare available data for the service line material inventory.
2. Novotny/Stickney will host the Esri Lead Service Line Inventory (LSLI) solution in their ArcGIS Online (AGOL) account. Novotny/Stickney will install the free version of the Esri LSLI Solution Version 3.0 or higher.
3. Novotny/Stickney will provide BlueConduit with access and creator permissions to ESRI LSLI Solution and Inventory Data Layer.
4. BlueConduit will coordinate with Novotny/Stickney to install a routine that adds our custom schema (tables, columns, views, triggers) to the Esri LSLI Solution.
5. Novotny/Stickney will create the ESRI ArcGIS Online Inventory Project Map and load collected data into the Inventory App.
6. BlueConduit will pull the data into the BlueConduit machine learning platform to perform phase 1 of data analysis.
7. BlueConduit will produce the initial batch of targeted locations for Novotny/Stickney to complete physical verification (100-150 locations), which will be statistically representative of the entire system. Subsequent inspections may be recommended as needed, up to ~350 total and can be provided in batches of 50-100.
8. Novotny/Stickney performs physical verifications using their existing field-based Esri apps. Saved inspection records are linked to the project's inventory table.
9. BlueConduit will pull the updated data into the BlueConduit machine learning platform to perform phase 2 of data analysis.
10. BlueConduit generates the 1st iteration of the model. The results are delivered directly into the Esri LSLI. Linked fields will automatically have an up-to-date inventory with two views on the Lead Inventory project map: verified and predictions.
11. BlueConduit will configure an LSLI dashboard, reflecting verified and predicted service line materials.
12. Novotny/Stickney will perform ongoing field-based inspections and replacements.
13. As ongoing inspections and/or replacements have been performed, the newly updated material data will be ingested and analyzed by BlueConduit.
14. Service line material predictions will automatically be updated at a frequency determined between BlueConduit and Novotny/Stickney (weekly, monthly etc.) for the duration of the contract agreement.

Pricing Summary

Implementation Services (Fixed Fee)	\$14,000.00
Project Management/Meetings	
Deployment: BlueConduit powered by Esri LSLI	
Data Ingestion into BlueConduit Machine Learning Platform	
Data Science Validation and Analysis	
Data Gap Observations and Recommendations	
Configuration of BlueConduit LSLI Dashboard (Verified and Predictions)	
LSL Replacement Strategy Assistance	
LCRR Compliance Support	
BlueConduit Machine Learning Platform-as-a-Service (Fixed Fee)	\$3,000.00
BlueConduit Machine Learning	
BlueConduit - Esri Integration	
Recommended Inspection List(s)	
SLM Predictions per Service Line (Public and Private) - Unlimited Updates	
Project Total	\$17,000.00
Platform-as-a-Service Renewal - Annual Inventory Update	\$3,000.00

←
TBD

Pricing – Key Assumptions

1. ~1900 SL's
2. Base Project TimeFrame: Contract Signing through June 2024.
3. Novotny/Stickney will prepare the SLM data set to be ingested into the Esri LSLI Inventory table.
4. Project Total will be invoiced within 10 days of contract signing and subject to NET30 payment terms.
5. Novotny/Stickney will utilize existing Esri ArcGIS Online licensing to execute the deployment of this solution.

Deliverables Summary

1. **BlueConduit - Esri LSLI App Configuration:** BlueConduit schema (tables, columns, views, triggers) deployed to the Esri LSL Inventory.
2. **Recommended Inspection Lists(s):** After evaluation of existing SLM Inventory data, BlueConduit will generate an initial batch list of targeted locations to conduct initial inspections to verify the public and private side service line materials. **(100-150 locations).**
 - ⇒ BlueConduit's recommended inspection list is based on the quality of verified data provided. If there aren't enough verified lines in a representative sample, BlueConduit will generate a targeted list of lines for the Utility to inform the initial inspections. Those results will shore up the baseline data for the development of the statistical model.
 - ⇒ If the initial batch of inspections does not provide a sufficient increase in the baseline data, BlueConduit will issue a second batch of targeted inspections. We estimate that up to ~350 total inspections may be needed and can be provided in subsequent batches of 50-100 locations each.
 - ⇒ **Novotny/Stickney** will assume any property inspection and physical validation costs.
3. **BlueConduit Machine Learning Platform-as-Service**
 - ⇒ First Iteration: Parcel-level material predictions (public and private side) that indicate the likelihood of lead and other hazardous materials for each service line.
 - ⇒ Access to ongoing updated parcel-level material predictions (public and private side) that indicate the likelihood of lead and other hazardous materials for each service line in the distribution system for the duration of the contract agreement.
4. **BlueConduit Powered by Esri LSLI Dashboard (Verified and Predicted Materials)**
5. **Configured Esri Lead-Safe Community Site - Public-Facing SLM Inventory Map**
6. **Statistical Analysis Report for IEPA Compliance**

RESOLUTION NO. 16 -2023

A RESOLUTION AUTHORIZING AND APPROVING AN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN FRANK NOVOTNY & ASSOCIATES, INC. AND THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the “Village”) is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the President (the “President”) and the Board of Trustees of the Village of Stickney (the “Board”) (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the Village to engage Frank Novotny & Associates, Inc., dba Novotny Engineering (“Novotny”) for engineering services related to the 2023 Street Resurfacing Program (the “Services”); and

WHEREAS, Novotny has provided the Village with an agreement, attached hereto and incorporated herein as Exhibit A, whereby Novotny will provide the Services to the Village (the “Agreement”); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Novotny for the Services; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the “Attorney”) is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Novotny will provide the Services to the Village, to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and

countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of _____ 2023, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2023.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"
ENGINEERING SERVICES AGREEMENT



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

September 15, 2023

Hon. President &
Board of Trustees
Village of Stickney
6533 W Pershing Road
Stickney, Illinois 60402

Re: **2023 Street Resurfacing Program**
MFT Section No. 23-00062-00-RS

Mesdames & Gentlemen:

The above captioned project includes street resurfacing improvements at the street locations shown on the attached Exhibit "A". A contract has been previously awarded by the Village Board to Lindahl Brothers, Inc. in the amount of \$455,130.58. This project will be funded by a Cook County MFT Fund distribution (\$550,000), for both construction and engineering costs, as per a previously approved Intergovernmental Agreement between the County and the Village.

As this project includes Cook County IDOT Motor Fuel Tax (MFT) funds, IDOT will require the execution of an engineering agreement for this project. Therefore, please find enclosed an IDOT Engineering Agreement, for your review and authorization, as indicated.

- Two (2) copies of the "Engineering Services Agreement (BLR 05530)", for design and construction engineering services, to be approved by the Village Board and signed by the Mayor and the Clerk.

If this engineering agreement meets your approval, please have the agreement executed, as indicated, and return one copy to our office for further processing with IDOT.

Please contact me if you should need any additional information regarding this proposed street paving project.

Sincerely,

Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
File No. 22551



**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
<input type="text" value="STICKNEY"/>		<input type="text" value="Cook"/>	<input type="text" value="23-00062-00-RS"/>	<input type="text"/>
Project Number	Contact Name	Phone Number	Email	
<input type="text" value="22551"/>	<input type="text" value="JOE LOPEZ"/>	<input type="text" value="(708) 749-4400"/>	<input type="text" value="jlopez@villageofstickney.com"/>	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
<input type="text" value="Various Streets - See Attached Exhibit A"/>	<input type="text"/>	<input type="text" value="6,578 FT"/>	<input type="text"/>

Location Termini	<input type="button" value="Add Location"/>
<input type="text"/>	<input type="button" value="Remove Location"/>

Project Description

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
<input type="text" value="NOVOTNY ENGINEERING"/>	<input type="text" value="TIM GEARY"/>	<input type="text" value="(630) 887-8640"/>	<input type="text" value="tgeay@novotnyengineering.com"/>
Address	City	State	Zip Code
<input type="text" value="545 PLAINFIELD RD, SUITE A"/>	<input type="text" value="WILLOWBROOK"/>	<input type="text" value="IL"/>	<input type="text" value="60527"/>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COSTS tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation

- Percent A sum of money equal to 9% percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.

Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. The the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.
8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or

grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

13. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

- shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
NOVOTNY ENGINEERING	36-2728920	\$40,961.70
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
SEECO Consultants	36-3458492	\$3,000.00
	Subconsultant Total	\$3,000.00
	Prime Consultant Total	\$40,961.70
	Total for all work	\$43,961.70

AGREEMENT SIGNATURES

Executed by the LPA.

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date) By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date) By (Signature & Date)

Title Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
STICKNEY	NOVOTNY ENGINEERING	Cook	23-00062-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
2. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
3. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
4. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
5. Furnish or cause to be furnished:
 - a) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - b) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - c) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - d) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - e) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
6. Furnish or cause to be furnished:
 - a) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - b) Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - c) Establishment and setting of lines and grades.
 - d) Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - e) Supervision of inspectors, proportioning engineers, and other technical personnel and the taking and submitting of material samples.
7. Revision of contract drawings to reflect as built conditions.
8. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
STICKNEY	NOVOTNY ENGINEERING	Cook	23-00062-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

August 25, 2023 - Bid Date
September 5, 2023 - Contract Award
October 2, 2023 - Contract Start Date
November 10, 2023 - Contract Work Complete
November 24, 2023 - Punchlist Work Completed
December 8, 2023 - Project Accepted
December 15, 2023 - Final Payment Approved

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
STICKNEY	NOVOTNY ENGINEERING	Cook	23-00062-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Instructions for BLR 05530 - Page 1 of 3
Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 JLCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

EXHIBIT "A"

**VILLAGE OF STICKNEY
2023 STREET RESURFACING PROGRAM
MFT SECTION #23-00062-00-RS**

No.	LOCATION	LENGTH (FT)
1	40TH STREET – OAK PARK AVENUE TO RIDGELAND AVENUE	2507
2	41ST STREET – OAK PARK AVENUE TO RIDGELAND AVENUE	2510
3	EAST AVENUE – 43RD STREET TO 41ST STREET	1276
4	43RD STREET – EAST AVENUE TO SCOVILLE AVENUE	285
	TOTAL =	6578



The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD

North and Central Illinois Division

Brian Peddle
General

June 7, 2023

F. Bradford Bailey
Commissioner
Territorial Commander

Ms. Beth Lukas
Deputy Clerk

Lonneal Richardson
Lt. Colonel
Divisional Commander

Village of Stickney
6533 W. 39th Street
Stickney, IL 60402

Dear Ms. Beth Lukas,

The world has many challenges. These challenges are: neighborhoods beset by violence and crime, families torn apart by addiction, children living with hunger, neglect or abuse, and people suffering from clinical depression, emotional and spiritual angst. These problems are the toughest of the tough, but The Salvation Army meets them head on, all year round.

We consider it an honor and a privilege to partner with community leaders like yourself to serve the most vulnerable in our neighborhoods.

We are requesting your community's approval to conduct our annual Red Kettle Campaign and our intent to seek permission from private property owners regarding collections of funds in front of their establishments.

RED KETTLE CAMPAIGN: Monday - Saturday, November 1st - December 24th 2023

Enclosed is a confirmation form. We ask that you take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please scan and email this form back to us, keeping a copy for your records.

For any additional information, please feel free to call Sara Ruthberg at: [redacted] or email sara.ruthberg@usc.salvationarmy.org. We look forward to hearing from you. Thank you.

henry.izaguirre@usc.salvationarmy.org

Sincerely,

Sara Ruthberg
Red Kettle Campaign Manager