



## VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, June 24, 2019 – 7:00 PM  
Village Hall – 400 Park Avenue – River Forest, IL 60305  
Community Room

### AGENDA

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
  - a. Regular Village Board Meeting Minutes – May 28, 2019
  - b. Executive Session Village Board Meeting Minutes – May 28, 2019
  - c. Approval of Collective Bargaining Agreement with IAFF #2391 (Firefighter/Paramedics) for May 1, 2016 through April 30, 2019
  - d. Approval of Collective Bargaining Agreement with IAFF #2391 (Lieutenants) for May 1, 2016 through April 30, 2019
  - e. Award of Bid and Contract for Green Alley Improvements to MQ Construction Co. for \$686,295.00
  - f. Award of Bid and Contract for Thomas Street Alley Improvements to MYS, Inc. for \$274,511.55
  - g. Amend Section 9-3-20 of the Village Code for an ADA Parking Space on Linden Between Gale and Thatcher – Ordinance
  - h. Monthly Department Reports
  - i. Monthly Performance Measurement Report
  - j. Financial Report – May 2019
  - k. Accounts Payable – May 2019 – \$2,074,225.84
  - l. Village Administrator's Report
6. Consent Items for Separate Consideration
  - a. May 2019 Accounts Payable transactions for the Economic Development Fund totaling \$165,080.14 and the Madison Street TIF Fund totaling \$572.47 (Trustee Vazquez Common Law Conflict of Interest)
7. Recommendations of Boards, Commissions and Committees
  - a. Zoning Board of Appeals – Variation Request for Side Yard Setback at 910 Forest Avenue – Ordinance
  - b. Zoning Board of Appeals – Variation Request for Fence Height at 910 Park Avenue – Ordinance
  - c. Introduction of Planned Development – 344 Lathrop Avenue
  - d. Board and Commission Appointments/Reappointments
    1. Economic Development Commission – Appoint Carr Preston (O'Connell vacancy) – Remaining Term Expiring 4/30/20
    2. Board of Fire and Police Commissioners – Reappoint Michael Trucco – Member and Chair, 3 Year Terms Expiring 4/30/22
    3. Development Review Board – Reappoint Frank Martin – Member and Chair, 2 Year Terms Expiring 4/30/21
    4. Development Review Board – Reappoint Gerry Dombrowski – 2 Year Term Expiring 4/30/21
    5. Development Review Board – Reappoint Carolyn Kilbride – 2 Year Term Expiring 4/30/21
    6. Fire Pension Board – Reappoint Sean Condon – 3 Year Term Expiring 4/30/22
    7. Police Pension Board – Reappoint Heath Bray – 2 Year Term Expiring 4/30/21
    8. Police Pension Board – Reappoint Rosemary McAdams – 2 Year Term Expiring 4/30/21
    9. Historic Preservation Commission – Reappoint David Raino-Ogden – 4 Year Term Expiring 4/30/23
    10. Historic Preservation Commission – Reappoint Owen Dowling – 4 Year Term Expiring 4/30/23

11. Historic Preservation Commission – Reappoint David Franek – Member and Chair, 4 Year Terms Expiring 4/30/23
12. Historic Preservation Commission – Appoint John Forehand (Popowitz vacancy) – 4 Year Term Expiring 4/30/23
13. Local Ethics Commission – Reappoint Greg Ignoffo – 2 Year Term Expiring 4/30/21
14. Plan Commission – Reappoint Maryanne Fishman – 4 Year Term Expiring 4/30/23
15. Plan Commission – Reappoint Carolyn Kilbride – 4 Year Term Expiring 4/30/23
16. Sustainability Commission – Reappoint Shannon Roberts – 4 Year Term Expiring 4/30/23
17. Sustainability Commission – Reappoint Andrew Basney – 4 Year Term Expiring 4/30/23
18. Sustainability Commission – Reappoint Beth Cheng – 4 Year Term Expiring 4/30/23
19. Sustainability Commission – Appoint Susan Charrette (Brennan vacancy) – Remaining Term Expiring 4/30/21

8. Unfinished Business

9. New Business

- a. Real Estate Purchase and Sales Contract for 11 Ashland Avenue, River Forest, Illinois – Ordinance
- b. Real Estate Purchase and Sales Agreement for 418 Franklin Avenue, River Forest, Illinois – Ordinance
- c. Resolution Authorizing the Execution of a Compliance and Settlement Agreement for 516 Park Avenue, River Forest, Illinois
- d. Updates to Village's Public Hearing Notifications (Trustee Henek)
- e. Amend Section 8-6-22 of the Village Code Regarding Underage Possession of Tobacco – Ordinance
- f. Discussion: Recap of Illinois Legislative Session (Trustee Brennan)

10. Executive Session

11. Adjournment

**VILLAGE OF RIVER FOREST  
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES  
Tuesday, May 28, 2019**

A regular meeting of the Village of River Forest Board of Trustees was held on Tuesday, May 28, 2019 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant Village Administrator Lisa Scheiner, Assistant to the Village Administrator Jonathan Pape, Management Analyst Sara Phyfer, Police Chief James O'Shea, Police Commander James Greenwood, Public Works Director John Anderson, Finance Director Rosemary McAdams, Village Attorney Greg Smith

**2. PLEDGE OF ALLEGIANCE**

President Adduci led the pledge of allegiance.

**3. CITIZEN COMMENTS**

Gregg Kuenster, 516 Park Avenue, addressed the Board to request a settlement to the pending litigation regarding his property at 516 Park without going to trial. He provided his account of the events thus far and asked that the Board consider a \$50,000 offer to settle the case.

Village Attorney Smith advised the Board not to discuss pending litigation publicly but noted that they could discuss this matter during Executive Session.

President Adduci stated the Board will take the advice of counsel and would provide Mr. Kuenster a response in a timely fashion.

**4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS**

Chief Bohlmann introduced the new Firefighter/Paramedic Joshua McNabb. Village Clerk Brand-White administered the Oath of Office to Firefighter/Paramedic McNabb.

- a. One Earth Film Festival Young Filmmakers Contest Winners *The Turmoil of Palm Oil* by Andrew Edwards and *Our Water Crisis* by Tori Robinson-Thomas

Sue Crothers, Founding Director of the One Earth Film Festival Young Filmmakers Contest, introduced the winning films and stated there were 157 submissions from across the country.

*The Turmoil of Palm Oil* by Andrew Edwards and *Our Water Crisis* by Tori Robinson-Thomas were screened, and President Adduci presented certificates to Andrew and Tori.

b. Resolution Honoring the Life of Sally Stovall

Trustee Brennan made a motion, seconded by Trustee Vazquez, to approve a Resolution Honoring the life of Sally Stovall.

President Adduci stated that Sally Stovall was an environmental activist and pioneer. She then read the Resolution aloud.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

Trustee O'Connell thanked all involved with the Memorial Day parade.

Trustee Henek echoed the compliments and stated the parade was fun for everyone.

Trustee Brennan announced that the second year of the Community Garden is in full swing, with 22 beds total, which is 10 more than last year. She noted that half the garden beds along Lake Street are native perennials, which do not need as much water. She thanked Sustainability Commissioner Andrew Basney and Emily Okallau from the Morton Arboretum for organizing the River Forest Tree Walk, stating the event was successful. She also noted that Sustainability Commission Chair Julie Moller was interviewed on the Doris Davenport Radio Show by OPRF Environmental Committee Students, and they discussed waste and recycling.

Village Clerk Brand-White mentioned that she had shared with a student the work of the Sustainability Commission. She shared that she lost her husband four years ago, and she was reminded of the first responders who came to her house that day. She thanked the firefighters/paramedics and police officers for being professional and kind, noting the impact they have on people.

Trustee Vazquez echoed Trustee O'Connell's and Henek's remarks about Memorial Day. He announced that on May 7, he and President Adduci attended the Age-Friendly Communities Subcommittee meeting with the Metropolitan Mayors Caucus. He noted the attendees discussed the age-friendly initiatives in their communities, and that he is looking forward to working with President Adduci on this. Trustee Vazquez also congratulated Village



Administrator Palm on being selected for the West Central Municipal Conference Award for Intergovernmental Cooperation.

Trustee Cargie thanked everyone involved for organizing the parade and promoting [www.RFHappenings.com](http://www.RFHappenings.com).

Trustee Bachner echoed the sentiments regarding the parade. She recognized President Adduci for being a panelist at the 6<sup>th</sup> Annual OPRF Economic Luncheon with the mayors of Oak Park and Forest Park. She stated it was interesting to hear what would be driving the future for the Village and area. She expressed her condolences for Sally Stovall's passing; she stated Sally was a true advocate for immigration rights. She also acknowledged River Forest middle school student Anya Herrman who traveled to Washington DC with ADAPT in support of the Disability Integration Act.

President Adduci congratulated everyone for doing a great job with the parade. She expressed enthusiasm about being on the panel for the Chamber's Economic Luncheon. President Adduci also congratulated Administrator Palm for the award he will be receiving from WCMC, noting that collaboration is needed to move communities forward. She commended Firefighter/Paramedic McNabb and thanked his family, and also applauded all the winners of the film festival noting that it is exciting to know kids are getting involved with the environment.

## **5. CONSENT AGENDA**

- a. Special Village Board Meeting Minutes – May 13, 2019
- b. Regular Village Board Meeting Minutes – May 13, 2019
- c. Resolution Supporting Passage of the 19th Amendment to the United States Constitution
- d. Waiver of Formal Bid and Award of Contract to ComEd for \$24,538.59 and to Intren, LLC for \$29,750 for ComEd
- e. Transformer Relocation Project in Pumping Station
- f. Waiver of Formal Bid and Award of Contract to TAPCO, Inc for \$30,155.10 and to Superior Road Striping, Inc.
- g. (through Suburban Purchasing Cooperative) in the amount of \$27,740 to Purchase Signage and for Thermoplastic
- h. Striping for Safe Walking Routes to School Plan
- i. Waiver of Formal Bid and Award of Contract for Engineering and Inspection Services for the Water Tower
- j. Repainting Project to Dixon Engineering, Inc. in a not-to-exceed amount of \$34,200
- k. Right-of-way Encroachment Agreement at 7327-7329 W. North Avenue for a Sprinkler System
- l. Accounts Payable – April 2019 – \$1,930,870.76
- m. Village Administrator's Report

Trustee Bachner made a motion, seconded by Trustee Henek, to remove Item C from the Consent Agenda.

Trustee Vazquez made a motion, seconded by Trustee O'Connell, to approve the Consent Agenda items A-B, D-I.

In response to a question from Trustee Henek, Administrator Palm stated the water tower will be painted all white unless Staff is directed otherwise.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

## **6. CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION**

Trustee Bachner, seconded by Trustee Henek, made a motion to approve a Resolution Supporting Passage of the 19<sup>th</sup> Amendment to the United State Constitution.

Trustee Bachner stated she wanted to recognize the importance of this Resolution. She noted that Willard Elementary school is named after suffragette Frances Willard and highlighted that it was not until 1965 that black women and other minorities and immigrants had full access to voting.

Roll call:

Ayes: President Adduci, Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- a. Accounts Payable from the General Fund to McDonald's-Karavites for \$54.37  
*(Trustee O'Connell Common Law Conflict of Interest)*

Trustee Cargie made a motion, seconded by Trustee Vazquez, to approve payment from the General Fund to McDonald's-Karavites for \$54.37.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, Vazquez

Absent: None

Abstain: Trustee O'Connell

Motion Passes.

- b. Accounts Payable from the Economic Development Fund (\$1,745.77) and Madison Street TIF Fund (\$18,270.55) *(Trustee Vazquez Common Law Conflict of Interest)*

Trustee Cargie made a motion, seconded by Trustee Henek, to approve payment for the Economic Development Fund for \$1,745.77 and payment for the Madison Street TIF Fund for \$18,270.55.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell

Absent: None

Abstain: Trustee Vazquez

Motion Passes.

## **7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES**

- a. Zoning Board of Appeals – Variation for a Secondary Front Yard Setback at 755 William – Ordinance

Trustee Vazquez made a motion, seconded by Trustee O'Connell, to approve an Ordinance granting the requested variations to Sections 10-9-7 of the Zoning Ordinance at 755 William.

Administrator Palm summarized the request, stating it received unanimous approval from the Zoning Board of Appeals. He reminded the Board that due to being within a 6-month window of approving an Amended Comprehensive Plan, State law requires a two-thirds approval for all variation requests.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- b. Traffic and Safety – Amend Title 9 of the Village Code – Changes Regarding Resident Permit Parking Zones to 2-Hour Time Limit Parking on 200 Blocks of Linden, Thatcher, Gale, Keystone and Forest – Ordinance

Trustee Brennan made a motion, seconded by Trustee Vazquez, to approve an ordinance to amend Title 9 of the Village Code authorizing the installation of time limit parking restrictions on the requested blocks of Forest, Keystone, Gale, and Thatcher Avenues and Linden Street.

Village Engineer Loster summarized the request, noting that Staff originally recommended modifying this area to be a resident permit zone, however the Board was concerned with requiring resident parking permits. He stated that Staff was asked to re-examine this, and they are now proposing a two-hour parking zone instead.

In response to a concern from Trustee Cargie, President Adduci stated the Board could ask the Traffic & Safety Commission to look at parking from a holistic viewpoint. To further

clarify, Village Engineer Loster noted that the Commission is also apprehensive about pushing the problem farther away but noted that the structure is set up to take requests as they come in.

In response to a follow up question from Trustee Cargie, Village Engineer Loster stated there was no opposition to this proposal during public discussion.

The Board further discussed the impact of pushing parking issues to the next block and the lack of parking for Green Line users. President Adduci summarized the discussion, stating Staff could work with the Traffic & Safety Commission to analyze and complete a plan on commuter parking first near the Green Line then the Village as a whole.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- c. Traffic and Safety – Amend Title 9 of the Village Code – Installation of No Parking Zone on Linden Street Between Thatcher and Gale – Ordinance

Trustee O'Connell made a motion, seconded by Trustee Vazquez, to approve an ordinance to amend Title 9 of the Village Code authorizing the installation of a No Parking Zone on the requested block of Linden Street.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- d. Traffic and Safety – Amend Title 9 of the Village Code – Installation of 2-Hour Time Limit Parking on William Street Between Oak and Quick – Ordinance

Trustee Henek made a motion, seconded by Trustee Bachner, to approve an ordinance to amend Title 9 of the Village Code authorizing the installation of time limit parking restrictions on the requested block of William Street.

In response to a question from Trustee O'Connell, Village Administrator Palm stated the Police Department can issue warnings to vehicles parked there to inform them that a change in parking restrictions has been made prior to enforcement and issuing tickets.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- e. Traffic and Safety – Amend Title 9 of the Village Code – Installation of Resident Permit Parking Zone on Central at Clinton – Ordinance

Trustee Cargie made a motion, seconded by Trustee O’Connell to install dedicated scooter/motorcycle parking at the requested block of Central Avenue and to approve an ordinance to amend Title 9 of the Village Code authorizing the installation of Resident Only Parking Zone on the requested block of Central Avenue.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O’Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- f. Traffic and Safety – Amend Title 9 of the Village Code – Removal of No Parking Zone on Central at Clinton – Ordinance

Trustee Vazquez made a motion, seconded by Trustee O’Connell, to approve an ordinance to amend Title 9 of the Village Code authorizing the removal of a No Parking Zone on the requested block of Central Avenue.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O’Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

- g. Traffic and Safety - Recommendation to Reengage with Union Pacific Railroad Regarding Third Rail Improvements

Village Administrator Palm updated the Board on his discussions with Union Pacific Railroad, noting that they are working on a date for representatives from Union Pacific to meet with affected residents to discuss the third track going behind their homes.

## **8. UNFINISHED BUSINESS**

- a. Update to Thatcher/Hawthorne Intersection Improvements

Public Works Director Anderson provided an update to the Board on the intersection improvements, which included new signage. He stated that the nearby residents preferred the current light pole and were in favor of landscaping boulders as a barrier solution. Staff is recommending the boulders because they are low cost and would not require any digging in the parkway, which would be difficult due to underground utilities.

In response to a question from President Adduci, Director Anderson stated the boulders could potentially stop a car but it would depend on the size of the vehicle and the speed at which it is traveling.

In response to a concern raised by Trustee Cargie, Village Attorney Smith stated the Village has tort immunity for improvements put in as safety improvements. Village Attorney Smith further clarified that a driver's negligence would have caused them to leave the roadway, not the Village.

In response to a question from Trustee Bachner, Director Anderson stated the boulders weigh a half ton each and would be unlikely to move into the roadway if struck.

In response to a question from Trustee Cargie, Director Anderson stated the residents were not adamantly against lighting improvements but that ultimately it is difficult to predict whether any of the improvements will make a difference.

## **9. NEW BUSINESS**

### **a. Creation of Village Initiatives and Trustee Assignments**

Trustee Cargie made a motion, seconded by Trustee Henek, to accept the Village initiatives and trustee assignments as presented.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

### **b. Amend Title 1 of the Village Code – Elimination of Standing Committees – Ordinance**

Trustee Cargie made a motion, seconded by Trustee Henek to approve an Ordinance Amending Section 1-6-5 of the Village Code with Regard to Standing Committees.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

### **c. Support of a 2020 United States Census Complete Count Committee – Resolution**

Trustee Vazquez made a motion, seconded by Trustee Brennan, to approve a Resolution establishing a Complete Count Committee for the 2020 US Census and appointing Trustee Bachner as Chairperson.

President Adduci stated this is a wonderful committee and important for community. She thanked Trustee Bachner for agreeing to chair it.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

d. Update on Recent Water Main Repair on 900 Block of Keystone

Public Works Director Anderson addressed the Board and noted that the leak detection equipment discovered the leak in the water line. He explained the extent of the repair work, stating that residents were notified initially and again as the delay continued.

In response to a question from Trustee Vazquez, Director Anderson stated it is difficult to quantify whether the sensors have paid for themselves since they do not know how long the leak had been occurring. Administrator Palm affirmed that the sensors do eventually pay for themselves and that this type of technology is growing.

In response to a question from President Adduci, Director Anderson stated that once they select the right sensor, they will deploy them all over the Village.

## 10. EXECUTIVE SESSION

Trustee Cargie made a motion, seconded by Trustee O'Connell, to go into executive session to discuss the purchase or lease of real property for use of the public body, including discussing whether a particular parcel should be acquired; to discuss collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees; and to discuss pending litigation.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

The Village Board returned to regular session at 10:08 p.m. with the following members:

Present: President Adduci, Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: Village Clerk Brand-White

## 11. ADJOURNMENT

Trustee Cargie made a motion seconded by Trustee Vazquez, to adjourn the regular Village Board of Trustees Meeting at 10:10 p.m.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None

Nays: None

Motion Passes.

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Kathleen Brand-White, Village Clerk





**Village of River Forest**  
**Village Administrator's Office**

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

**MEMORANDUM**

Date: June 20, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Approval of Collective Bargaining Agreements with International Association of  
Firefighters Local 2391 for Firefighters and Fire Lieutenants (5/1/16 – 4/30/16)

**Issue**

The contract with the International Association of Firefighters Local 2391 and the Memorandum of Understanding with the Fire Lieutenants expired April 30, 2016. Since that time there have been attempts to negotiate successor agreements with these bargaining units and tentative agreements have recently been reached. These agreements are now presented to the Village Board of Trustees for ratification.

**History and Analysis**

Firefighters have been organized and represented by the IAFF for many years; however, Lieutenants were organized but not represented by the IAFF and operated under a Memorandum of Understanding (MOU) with the Village with regard to wages, hours, and conditions of employment. In July, 2016 the Fire Lieutenants filed a petition for representation by the IAFF and to join the same bargaining unit as the Firefighters. The Village objected to the petition on the grounds that the Fire Lieutenants were a historical bargaining unit and that it would create operational difficulties for the supervisors and subordinates to be in the same bargaining unit. In December 2016, a hearing was held in front of an administrative law judge with the Illinois Labor Relations Board. She issued her ruling in June, 2018 that the Lieutenants should be allowed to hold an election regarding unionization and to join the same bargaining unit as the Firefighters. The Village appealed this matter and in November, 2018, the ILRB ruled that the Lieutenants could hold an election for representation by the union but that they must remain a separate unit from the Firefighters. The IAFF was certified as the exclusive representative of the Fire Lieutenants in January, 2019 after an election.

These events played out between during the time successor agreements with each unit would have been in effect (May 1, 2016 through April 30, 2019). Despite the Villages efforts to negotiate agreements, both bargaining units opted not to participate in negotiations while the matter of the Lieutenants' representation was decided.

The Village was recently informed that the Firefighters and Fire Lieutenants wish to settle their respective 2016-2019 contracts and have accepted the Village's offer to maintain the status quo on every contract provision except:

- Wages: Both the Firefighters and Lieutenants have agreed to salary increases in the amount of 2.25% in FY 2016, 2.5% in FY 2017 and 2.5% in FY 2018. These wages will be retroactive to May 1, 2016 and are identical to the percentage increases awarded to the police officers and sergeants during that same time period. The Village has included these increases in the budget and funds are available to pay the retroactive wage increases that these employees will be owed.
- The Lieutenants' agreement is now identified as a collective bargaining agreement and language has been added to recognize the IAFF as their representative.

These agreements have been reviewed by the Village's labor attorney and it is expected that the Firefighters and Lieutenants will be ratifying them in the coming days.

Now that the matter of the 2016-2019 collective bargaining agreements is concluding, the Village is scheduled to meet with the Firefighters' bargaining team in early July to begin negotiations on a successor bargaining agreement that would be effective beginning May 1, 2019.

### **Recommendation**

That the Village Board of Trustees vote in open session to ratify the collective bargaining agreements with the Firefighters and Lieutenants.

### **Attachment(s)**

- Agreement Between the Village of River Forest, Illinois and Local 2391 of the International Associations of Firefighters, AFL-CIO, CLC (Rank and File Bargaining Unit) May 1, 2016 through April 30, 2019
- Collective Bargaining Agreement Between the Village of River Forest and Local 2391 of the International Association of Firefighters, AFL-CIO CLC (Fire Lieutenant Bargaining Unit) May 1, 2016 through April 30, 2019

**AGREEMENT  
BETWEEN  
THE VILLAGE OF RIVER FOREST, ILLINOIS  
AND  
LOCAL 2391 OF THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC  
(RANK AND FILE BARGAINING UNIT)  
MAY 1, 2016 THROUGH APRIL 30, 2019**

**AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST, IL**  
**& LOCAL 2391 OF THE**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC**  
**MAY 1, 2016 THROUGH APRIL 30, 2019**

**ARTICLE I**

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and LOCAL 2391 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union"), has as its basic purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of any misunderstandings or differences which may arise as provided herein; and to set forth herein the basic and full agreement between the parties concerning rates of wages, and other mutually agreed conditions of employment applicable to members of the bargaining unit.

**ARTICLE II**

**RECOGNITION**

**Section 2.1. Recognition.** The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time firefighters including but not limited to all those certified as EMT-B or EMT-P (hereinafter referred to as "employees"), pursuant to a historical determination establishing that a majority of the firefighters in the Employer's Fire Department have duly designated the Union as their exclusive collective bargaining representative. Excluded is the Fire Chief, Deputy Fire Chief and all Lieutenants; all part-time employees, including all auxiliary, reserve, volunteer or paid-on-call firefighters; all employees excluded from the definition of "firefighter" as defined in subsection 315/3(g-1) of the Illinois Public Labor Relations Act; all civilian employees; all non-Fire Department employees; and all managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act.

**Section 2.2. Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

**Section 2.3. Union Officers.** For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, and Treasurer.

### **ARTICLE III**

#### **UNION SECURITY AND RIGHTS**

Section 3.1. Maintenance of Membership. Employees are free to join or not join the Union, as they see fit; provided, however, that each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union during the term of this Agreement, to the extent of paying dues pursuant to a voluntary checkoff authorization letter as provided by the terms of this Article.

Section 3.2. Payroll Deduction of Union Dues.

A. While this Agreement is in effect, the Village will deduct from each employee's paycheck the bi-monthly portion of the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary checkoff authorization letter. The Village will honor all executed check off authorization letters received no later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization letter and this Article, the terms of this Article and Agreement control.

B. Total deductions collected for each bi-monthly pay period shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

C. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of this Agreement. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a timely notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of the No Strike-No Lockout Article of this Agreement.

D. The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.3. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to utilize and select suppliers and subcontractors (provided that the Village shall not subcontract any work currently performed by bargaining unit personnel); to supervise and direct the working forces; to establish the qualifications for hire, the number and classification of positions, and to select, hire, evaluate, promote and transfer employees within the Fire Department; to schedule and assign work (provided, however, that the Village will not assign or add duties not reasonably related to fire protection, fire prevention, fire education, fire rescue, fire suppression, emergency medical services and training for the foregoing, the normal maintenance of equipment and customary house duties, as well as other duties previously performed, except that such limitations on assignments shall not apply during emergency conditions or situations which threaten citizens' lives or property [e.g., floods]); to establish and enforce reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the means, methods, organization and locations of operations; to make, alter and enforce reasonable rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause) and to maintain discipline, order and efficiency; to change or eliminate existing methods, materials, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other legitimate reasons; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and shall not be used for the purpose of discrimination against any employee for membership in the Union.

In the event any of the foregoing language shall conflict with the Fire and Police Commission Act of the State of Illinois, or the Rules and Regulations of the River Forest Fire and Police Commission, then and in that event, the said Act shall control.

Notwithstanding, any other provision of this Agreement, the Village may take all actions necessary to comply with the Americans With Disabilities Act.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

Section 5.1. Application of Article. Nothing in this Agreement shall be construed as a guarantee of hours of work per shift or per week.

Section 5.2. Normal Work Period and Workday. Employees shall be assigned to regular platoon duty shifts. The regular hours of duty shall be 24 consecutive hours on duty (one shift), starting at 7:45 a.m. and ending the following 7:45 a.m., followed by 48 consecutive hours off duty (two shifts). Annual average weekly hours shall normally not exceed 50.92 hours per week.

Section 5.3. Changes in Normal Work Shifts and Workday. The shifts to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of legitimate operational needs of the Department to change any employee(s) work schedule, the Village will give at least thirty (30) calendar days' notice of such change to the individual(s) affected by such change, provided that the Village will not exercise its authority under this Section to change the basic 24-hour shift schedule for around-the-clock emergency response personnel. Less than thirty (30) days' notice will be allowed in emergency circumstances or by agreement of the employee(s) involved. The Village reserves the right to transfer employees from one shift to another for an indefinite term; volunteers will normally be solicited but need not be selected for shift transfer. It is also understood that the Village may exercise its authority under this Section to temporarily assign individuals to different workdays, shifts, or work periods due to temporary operating needs, such as training, special assignments, or due to extraordinary emergency circumstances such as natural disaster.

Should the Village desire to establish any regular eight (8) hour shift assignments for one or more bargaining unit employees during the term of this Agreement, the Union agrees that it will, upon written request from the Village, negotiate over that issue, and the parties agree to utilize the applicable impasse resolution procedures of the Illinois Public Labor Relations Act (Section 14) in the event of a bargaining impasse.

Section 5.4. Overtime Pay. Employees assigned to 24-hour shifts shall be compensated at time and one-half the employee's regular straight-time hourly rate of pay for scheduled hours worked in excess of 144 hours in the employee's normal 19-day FLSA work period. Such overtime pay shall be received in fifteen (15) minute segments, utilizing FLSA rounding rules. For purposes of this Section, time worked shall not include any uncompensated periods or time which is compensated under the leaves of absence portion of this Agreement, including but not limited to sick leave, vacation, and Kelly days. All overtime shall be paid on the basis of a regular straight-time hourly rate calculating by dividing an employee's annual salary by 2648 hours.

Section 5.5. Hire or Call Back. When an employee, at the request of the Village, works a partial or full shift which he has not been scheduled to work, or when he is called back for emergency work, he shall be compensated at time and one-half (1-1/2) his regular rate of pay for all hours worked outside his normal shift, with a two (2) hour minimum unless the time extends to his regular shift.

Section 5.6. Hold Over or Shift Work Retention. When an employee is requested by the Village to work additional unscheduled hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at time and one-half (1-1/2) his regular rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen (15) minute increments.

Section 5.7. Required Overtime. The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or call back work and subject to the terms of this Section, employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work; if volunteers are not forthcoming in such situations, the overtime will be assigned to the employee next in line for a mandatory overtime assignment according to the Department's existing rotational overtime assignment system. However, volunteers will not necessarily be selected or sought for work in progress. Also, specific employees may be selected for special assignments based on specific skills, ability and experience they may possess. If an employee demonstrates that he has not received his share of overtime opportunities, he shall be offered sufficient future hire-back opportunities until the imbalance is corrected.

Section 5.8. Employee Shift Substitution. In accordance with the Fair Labor Standards Act, an employee for his own convenience, may voluntarily have another bargaining unit employee in the same position substitute for him by performing work for all or part of the employee's work shift, provided the substitution request: (1) is made at least one (1) duty day in advance; (2) does not interfere with the normal operation of the Fire Department (as determined by the Fire Chief); and (3) is subject to approval by the Fire Chief or his designee. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

Section 5.9. Kelly Days. The Fire Department shall grant 24-hour shift employees eleven (11) Kelly Days (eleven 24-hour work shifts) off each fiscal year, to be scheduled by the Fire Chief, consistent with past practice since May 1, 1993.

Section 5.10. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.



**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1. Definition.** A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village alleging that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement, or the inequitable application of any rule or regulation concerning routine employee conduct or duties, except that any dispute or difference of opinion concerning a disciplinary suspension or discharge or issue subject to the jurisdiction of the River Forest Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement provided that matters in Section 15.12 (Discipline), Section 15.13 (Promotion Out of Unit) and Section 15.14 (Drug and Alcohol Testing) shall be considered a grievance to the extent provided therein.

**Section 6.2. Procedure.** A grievance, as defined and timely filed, shall be processed in the following manner:

- Step 1: Any employee or Union Officer acting on behalf of the Union or an employee having a grievance shall submit the grievance in writing to the Deputy Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Deputy Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- Step 2: If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee or Union Officer in writing to the Fire Chief or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1. The Fire Chief or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- Step 3: If the grievance is not settled at Step 2 and the employee or the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee or Union Officer in writing to the Village Administrator or his designee within ten (10) calendar days after receipt of the Village's answer in Step 2. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance in a meeting within ten (10) calendar days with the grievant, a Union Officer, and a non-employee representative of the Union. If no settlement of the grievance is reached, the Village Administrator or his designee shall

provide a written answer to the Union President or his designee, within ten (10) calendar days following the meeting. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties.

Section 6.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration by written notice to the Village Administrator, as described below, within fifteen (15) calendar days of when the Village's written answer to the Union at Step 3 is due:

- (a) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).
- (b) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
- (d) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (e) The parties by mutual agreement may utilize expedited arbitration procedures.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is requested by the arbitrator or mutually agreed to by the parties) shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The

arbitrator shall consider and make a decision with respect to the specific issue or issues of contract violation, misinterpretation or misapplication appealed to arbitration. The arbitrator shall be empowered to fashion a statement of the issue raised by the grievance if the parties fail to agree on a written stipulation of the issue at the arbitration hearing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, Union and the employees covered by this Agreement.

Section 6.5. Employee Right to Self Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union Officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 6.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. As used in this Article VI, the term "business days" shall mean Monday through Friday, excluding holidays observed by the Fire Department management staff.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.7. Processing of Grievances. The names of Union Officers and other authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the Village during work hours, the grievant and/or Union Officer shall be released from duty to attend the meeting without any loss of pay, provided they shall remain available for emergency response.

Release time shall not be granted without prior approval of the Fire Chief or his designee to employees for the investigation of, preparation for, or processing of any grievance, provided that such approval will ordinarily be granted where the employees involved (1) have completed assigned duties, (2) will remain at their assigned stations ready and available to respond to calls for service and (3) will conduct such activities after 1700 hours (5:00 p.m.).

## **ARTICLE VII**

### **NO STRIKE-NO LOCKOUT**

Section 7.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work.

Section 7.2. No Lockout. No lockout of employees shall be initiated by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

## **ARTICLE VIII**

### **HOLIDAYS**

Section 8.1. Holidays for Employees Assigned to 24-Hour Shifts. The following twelve (12) days are holidays with pay computed at the rate of pay attached to the rank of Firefighter, and computed on an 8-hour day, 40-hour week basis:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Easter	Veterans' Day
Memorial Day	Thanksgiving
Flag Day	Christmas Day

Holidays are to be paid twice annually, as follows: 6 Holidays on November 15 and 6 Holidays on April 15.

Section 8.2. Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal departmental work schedule. To be eligible for holiday pay, an employee must work the scheduled workday before and after the holiday (except when off on an authorized paid leave) in addition to the holiday when scheduled as part of his normal departmental work schedule. Employees on unpaid leave of absence on the day before or after a holiday shall not be eligible for holiday pay.

Section 8.3. Personal Day. Beginning with Fiscal Year 2008-09, employees will receive one (1) personal day per fiscal year, to be selected after vacations, Kelly Days and Safety Incentive Days are selected. Employees must use their personal day before the end of each fiscal

year or it will be forfeited without compensation; a personal day cannot be “cashed in” for pay nor can it be carried over to the next fiscal year.

## **ARTICLE IX**

### **SENIORITY, LAYOFF AND RECALL**

Section 9.1. Definition of Seniority. Seniority is an employee's continuous length of service as established by his original date of hire. Seniority of rank is the continuous length of service in a rank from the effective date of appointment to that rank. Seniority shall accumulate during all authorized leaves of absence. Seniority shall not accumulate during unauthorized absences. Conflicts of seniority shall be determined on the basis of numerical position on the original hiring and appointing lists.

Section 9.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work. The Village may extend such an employee's probationary period for cause for a maximum of an additional six (6) months provided the Village (1) gives the employee and the Union notice of its intention and the reasons therefore at least fifteen (15) calendar days prior to the employee's twelve month anniversary date, and (2) offers to hold a meeting with employee, Union representatives, Fire Chief and other Village representatives to discuss the reasons for the extension of the probationary period, if such a meeting is requested by either the employee or the Union. Upon request of the employee or Union, the Village shall promptly convene a meeting, and the employee and the Union shall be afforded the opportunity to present evidence relating to the validity of the reasons or mitigating circumstances. The Village shall then review such evidence and issue its final decision. The Employer's decision with respect to extending an employee's probationary period for an additional six (6) months shall be final and may not be appealed to the grievance procedure or to the Board of Fire and Police Commissioners. Time absent from duty (other than vacations, Kelly Days and up to five (5) sick days) that does not count for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended or terminated without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension or termination.

Section 9.3. Seniority List. On or about December 1 of each year, the Village will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 9.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, with the least senior employee laid off first.

Section 9.5. Recall. Employees who are laid off shall be placed on a recall list for forty-eight (48) months. The Village agrees that no new employees (the Chief excluded) will be hired to perform emergency services of the Fire Department until all laid off employees have been offered recall as provided in this Section. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given twenty-one (21) calendar days<sup>2</sup> notice of recall (with the first of the twenty-one (21) days being the date the certified mail return receipt is dated and signed by the employee being recalled). The notice of recall shall be sent to the employee by certified mail with a return receipt of addressee and a copy similarly mailed or personally delivered to the Union President. The employee must notify the Fire Chief or his designee of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to be signed by the addressee, to the mailing address last provided by the employee, it being the obligation and responsibility of each laid off employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the Village has not heard from the employee within twenty-one (21) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 9.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off and fails to respond timely to a notice of recall as provided in Section 9.5 of this Agreement;
- (g) is absent for more than one (1) full 24-hour duty shift without notification to or authorization from the Village; or
- (h) is laid off for forty-eight (48) months.

## **ARTICLE X**

### **VACATIONS**

Section 10.1. Eligibility and Allowances. Every employee shall be entitled to paid vacation time after the completion of one (1) year of service with the Employer in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly. Employees assigned to 24-hour shifts shall be awarded vacation time in accordance with the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of 24-Hour Shifts Per Year</u>
After completion of one (1) year	5 shifts
After completion of five (5) years	6 shifts
After completion of seven (7) years	7 shifts
After completion of nine (9) years	8 shifts
After completion of eleven (11) years	10 shifts
After completion of eighteen (18) years	12 shifts

Employees assigned to 24-hour shifts shall earn vacation allowances for any month in which they receive more than one hundred twenty (120) hours of compensation. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 10.3. Scheduling and Accrual. Bargaining unit employees shall be granted vacation time off with pay by the Village in accordance with Village service needs and, to the extent permitted by this Section, the employee's desires. On or before January 1, the Fire Chief or his designee shall post a schedule of days available for vacation during the upcoming fiscal year. The Village may limit the number of bargaining unit employees that can be off at any one time, provided that at least one (1) employee is allowed off on a vacation or Kelly Day on any given day. The employees on each shift shall then select their vacation preferences in the order of their seniority within the shift, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees can schedule only one set of consecutive vacation days on the first pick. An employee who has not scheduled all his vacation on the first pick can schedule his remaining vacation days on the second pick (also by seniority within the shift); once again, an employee can schedule only one set of consecutive vacation days on the second pick. There shall be as many vacation picks in seniority order as needed for all employees to schedule all of their allotted vacation time. An employee who does not make his pick within two (2) consecutive duty shifts shall be skipped over on that pick, provided that an employee shall not be skipped if he is on a scheduled vacation. The vacation periods requested pursuant to this procedure shall be submitted to the Fire Chief or his designee for approval by April 1 of each year. The Fire Chief or his designee shall review the requests and post a vacation schedule on or before May 1. After the vacation schedule has been established, employees can trade vacation days only with approval of the Fire Chief or his designee.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances earned during the anniversary year ending in that fiscal year (for example, an employee hired on August 1 will schedule vacation days for fiscal year 1988-89 that he earns from August 1, 1987 to August 1, 1988). In the event an employee completes an anniversary year that entitles him to additional vacation days, such additional days cannot be scheduled until after his anniversary date. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the employee. All vacation days must be taken by the end of the fiscal year

in which they are to be scheduled or they will be lost, unless the Fire Chief and Village Administrator approves an exception to this rule in writing, provided, however, that if an employee was unable to take a scheduled vacation due to retirement or a worker's compensation leave of such a duration that the employee's vacation cannot be rescheduled during the fiscal year, the employee shall be paid in cash for such unused vacation days on or about the last day of the fiscal year in the case of retirement, and will be allowed to carry over such unused vacation days to the following fiscal year in the case of a worker's compensation leave.

## **ARTICLE XI**

### **SICK LEAVE**

Section 11.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Section 11.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. An employee who becomes injured or ill as a result of performing compensated service outside of his employment with the Village will turn over to the Village any Workers Compensation award, sick pay or other injury or illness benefits received from such other employer and the employee will use his best efforts to collect such benefits as a condition of using sick leave for such an injury or illness. The benefit amount turned over to the Village shall not exceed the value of the Village's sick leave benefit and the utilization of the employee's accumulated sick leave benefit amount shall be credited by the sick leave which is equivalent to the workers compensation or other benefit turned over to the Village.

Section 11.3. Days Earned in Accumulation. Employees shall be allowed twelve (12) hours of sick leave for each month of service. Sick leave shall be earned by 24-hour shift employees for any month in which the employee receives more than one hundred twenty (120) hours of compensation. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Section 11.4. Notification. Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Shift Supervisor on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

Section 11.5. Sick Leave Use. Employees shall not abuse the use of sick leave. As a general rule, the Fire Chief may require employees who have more than four (4) sick day occurrences in a fiscal year (not counting use of sick leave for illness or injury in the immediate family) to submit a doctor's verification of illness and fitness to return to duty (which can be in



one doctor's statement) for subsequent uses of sick leave in that fiscal year. When an employee is off sick on consecutive multiple day absences, the absences shall be treated as only one occurrence of sick leave for the purpose of counting four (4) occurrences. Additionally, the employee shall be required to submit a doctor's slip for any sick leave absence of two (2) or more consecutive duty shifts. Each fiscal year will start off with a clean slate for purposes of this general rule.

Exceptions to this general rule will be made under appropriate circumstances. For example, an exception may be made where four (4) or more sick leave occurrence are all related to one (1) or more known on-going illness or injury condition(s) about which the Fire Chief already has adequate medical information that proper care is being given.

Any requirement that an employee submit a doctor's verification of illness (other than for a sick leave absence of two or more consecutive duty shifts, where a doctor's slip is automatically required), will be initiated by a memo from the Fire Chief to the employee, with a copy to the Union President, and the Fire Chief will discuss any questions about the rationale for his decision with the employee and/or Union President at that time, including a review of the employee's sick leave record that led to the Fire Chief's decision.

In addition to the above general rule, there may be circumstances where the Fire Chief concludes that an employee may be abusing sick leave, even prior to an employee having four (4) sick leave occurrences in the course of a given fiscal year. An example would be where the Fire Chief obtains credible information from an identifiable source that the employee is engaging in activity inconsistent with a claim of sickness. Where this is the case, the Fire Chief will initiate a requirement that future sick leave occurrences be documented with a doctor's slip by a memo from the Fire Chief to the employee, with a copy to the Union President, and the Fire Chief will discuss any questions about the rationale for his decision with the employee and/or Union President at that time, including a review of the employee's sick leave record and/or other information that led to the Fire Chief's decision.

Section 11.6. Sick Leave Utilization. Sick leave shall be used in hourly increments. Sick leave may be utilized only for the purposes specified in Section 11.2. In addition, an employee shall be eligible to utilize up to forty-eight (48) hours per fiscal year of their accrued sick leave for illness or injury in the employee's immediate family. Immediate family for this purpose is defined as spouse, children and parents of the employee. If the Chief reasonably suspects abuse of sick leave for family sickness or injury, the employee may be required to provide reasonable justification for such use. The extension of the use of sick leave for immediate family illness or injury shall commence September 1, 2007, and the hours available for the balance of fiscal year 2007-08 shall be pro-rated (32 hours shall be available for this use for the balance of fiscal year 2007-08). Sick leave shall accrue to a maximum of 2880 hours (the equivalent of 120, 24 hour shift days) of sick leave. Sick leave cannot be taken before it is actually earned, except as provided in the following Section 11.7.

An employee whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. An employee who was hired before May 1, 2013, and who retires with a duty disability or after completing twenty (20) years or more of service in the bargaining unit, who has more than sixty (60) twenty-four (24) hour days in his sick leave bank as of his last

day of work shall be paid for any accrued but unused sick days over sixty (60) at his hourly rate of pay in effect on his last day of work, not to exceed thirty (30) twenty-four (24) hour days. Payment shall be made directly into the employee's VEBA account within thirty (30) calendar days of when the employee starts drawing his pension. Payment of the sick leave days on retirement as provided for in this section shall completely extinguish the employee's sick leave.

Section 11.7. Benefit Extension. An employee hired prior to October 1, 1988 and who becomes sick or injured due to non-duty related causes shall be carried on the payroll for up to one (1) year (as in the case of duty related sickness or injury), even if their accumulated sick leave bank is exhausted before the end of such one (1) year period. A condition of receiving such benefit shall be that the employee, if the circumstances are such that he would be entitled to a disability pension, must apply for such pension as soon as possible, and must sign over to the Village any such disability pension benefits received for the one-year period. At the end of this one year period, the Village Board shall vote to continue or terminate this sick pay at their discretion based on the circumstances, and such decision shall not be subject to challenge or review in any forum. Employees hired after October 1, 1988 shall be ineligible for any of the benefits provided for in this Section 11.7.

Section 11.8. Sick Leave Availability. On or before May 10, the Fire Chief or his designee shall distribute to each employee sick leave usage from the previous fiscal year and the bank of days available for sick leave during the fiscal year which commenced May 1. Each employee shall have until June 10 to dispute his/her available sick leave total for that year. Employees on leave at any time during the period May 10-June 10 shall, upon their return, have additional days equal to the amount of days away during the May 10-June 10 period.

Section 11.9. Family and Medical Leave Act. In accordance with the Family and Medical Leave Act of 1993, eligible employees may be eligible for up to twelve (12) weeks unpaid leave in the event of the birth, adoption or foster care of a child, or a serious health condition of an employee or immediate family member. Eligibility, use and administration of said leave will be subject to the official Village-wide policy provided that the provisions of the policy concerning substitution of paid leave shall not apply to duty-related illness or injury.

Section 11.10. Sick Leave Incentive: Employees hired before May 1, 2013 shall sell back thirty (30) hours of sick time at the conclusion of each Fiscal Year, and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate, and these employees shall also participate in an annual sick leave incentive program as follows:

- Employees in their 6th through 10th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:
  - 0 sick hours used during the fiscal year: 20 hours of sick time.
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 10 hours of sick time.

- Over 24 sick hours used during the fiscal year: 0 hours of sick time.
- Employees in their 11th year of service or greater shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:
  - 0 sick hours used during the fiscal year: 30 hours of sick time.
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 20 hours of sick time.
  - More than 24 and up to and including 48 sick hours used during the fiscal year: 10 hours of sick time.
  - Over 48 sick hours used during the fiscal year: 0 hours of sick time

For employees hired after May 1, 2013, the Village shall contribute to each employee's VEBA based on the following sick leave incentive program:

- Employees in their 3rd through 5th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:
  - 0 sick hours used during the fiscal year: 10 hours of sick time.
- Employees in their 6th through 10th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:
  - 0 sick hours used during the fiscal year: 20 hours of sick time.
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 10 hours of sick time.
  - More than 24 sick hours used during the fiscal year: 0 hours of sick time.
- Employees in their 11th year of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:
  - 0 sick hours used during the fiscal year: 30 hours of sick time
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 20 hours of sick time
  - More than 24 and up to and including 48 sick hours used during the fiscal year: 10 hours of sick time
  - More than 48 sick hours used during the fiscal year: 0 hours of sick time

Sick leave sold back to the Village will be deposited into each employee's VEBA account by or before July 1 unless otherwise prohibited by section 11.8 of the contract.

All sick leave hours and sick leave incentive hours for which the Village makes a contribution to the employee's VEBA shall be deducted from the employee's bank of sick leave hours.

## **ARTICLE XII**

### **WAGES**

Section 12.1. Wage Schedule. Base wages to take effect on May 1, 2016, May 1, 2017, and May 1, 2018 are set forth below. It is agreed that employees cannot advance to the top step of the applicable wage schedule until they have been certified as Firefighter III or successful completion of the Advanced Technician Firefighter course. Pay increases will be retroactive to May 1, 2016 for all compensated hours for all employees on the payroll any time on or after May 1, 2016. Such retroactive pay will be issued with the first payroll check that occurs ten (10) calendar days after the execution of this Agreement.

Wage Schedule for Employees Hired Prior to May 1, 2016:

	<b>Description</b>	<b>Effective May 1, 2016</b>	<b>Effective May 1, 2017</b>	<b>Effective May 1, 2018</b>
Step 1	Less than 1 year	\$56,343	\$57,751	\$59,195
Step 2	After 1 year	\$65,733	\$67,377	\$69,061
Step 3	After 2 years	\$70,599	\$72,363	\$74,173
Step 4	After 3 years	\$79,076	\$81,053	\$83,079
Step 5	After 4 years	\$90,645	\$92,911	\$95,234

Wage Schedule for Employees Hired on or after May 1, 2016:

	<b>Description</b>	<b>Effective May 1, 2016</b>	<b>Effective May 1, 2017</b>	<b>Effective May 1, 2018</b>
Step 1	Less than 1 year	\$56,343	\$57,751	\$59,195
Step 2	After 1 year	\$60,631	\$62,147	\$63,701
Step 3	After 2 years	\$64,918	\$66,540	\$68,204
Step 4	After 3 years	\$69,206	\$70,936	\$72,709
Step 5	After 4 years	\$73,494	\$75,332	\$77,215
Step 6	After 5 years	\$77,781	\$79,725	\$81,718

Step 7	After 6 years	\$82,069	\$84,121	\$86,224
Step 8	After 7 years	\$86,356	\$88,515	\$90,728
Step 9	After 8 years	\$90,645	\$92,911	\$95,234

Section 12.2. Educational Incentive Pay. Remuneration as follows will be given annually to employees for all fire science and, effective May 1, 2014, for all nursing degree courses that have been approved by the Fire Chief provided that the Chief is provided by September 1 of the fiscal year in which such remuneration is requested (or has previously been provided) with satisfactory evidence that the certificate or degree has been awarded. Remuneration will be paid no later than September 15<sup>th</sup> of each year-

Certificate	\$ 500
Associate Degree	\$ 1,000
Bachelors Degree	\$ 1,500
Masters Degree	\$ 1,750

Remuneration as follows will be given annually for college-level curriculums in the field of education and business. Other non-fire related curriculums, which in the sole discretion of the Village, are believed to provide a demonstrable benefit to the Fire Department operations shall also be remunerated as listed below.

Associates Degree	\$ 800
Bachelors Degree	\$ 1,200

These stipends will be paid in the same manner as in the above paragraph for fire science related fire degrees. In the event that an employee retires with more than 20 years of creditable service, or due to a duty related disability, the employee shall be entitled to a pro-rated share of education incentives, at the time of separation.

When the Department sends any member to a school, seminar, class or other approved activity, his tuition will be paid for by the Village. In addition, any time shall be compensated for at a time and one-half (1½) rate. Meals, lodging and travel expenses will be paid for by the Village for training courses given out of town where overnight lodging is determined to be necessary by the Village. Reimbursement rates will be governed by the reimbursement schedule of the State of Illinois Division of Personnel Standards and Education.

Section 12.3. Specialist Pay. All employees hired after August 1, 1988 shall obtain certification as an EMT-B during their first year of employment and shall maintain such certification as a condition of continued employment.

To qualify for EMT-B certification the employee must attend a school recognized by the River Forest Fire Department and successfully pass the State of Illinois approved standard Emergency Medical Technician B Course and become certified by the State of Illinois as an EMT-B. Certification must be maintained by the individual to remain qualified.

The Village agrees that the training time required for employees to obtain re-certification as EMT- B's shall be scheduled and conducted during the employee's regular shift in accordance with current practice.

Unauthorized loss of EMT-B certification will result in termination. The parties intend the term "unauthorized loss of EMT-B certification" as used in this paragraph to include: (1) revocation of an employee's EMT-B license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board if the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's EMT-B license. Other instances of short-term loss of one EMT-B license; including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. Disciplinary action under this Section shall be subject to the discipline and discharge procedures set forth in Article XVI of this Agreement. For this purpose, pro-rata loss of an employee's EMT-B pay for the period of time the employee is suspended or otherwise unable to function as an EMT-B shall not constitute disciplinary action. Where temporary loss of EMT-B certification is for reasons specific to EMT-B training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform firefighter duties, the employee shall be assigned to firefighter duties during the period of such temporary suspension of his EMT-B certification.

The Village shall provide mechanic's pay and assistant mechanic's pay. They will handle vehicle maintenance, repair, and service of fire apparatus within the department. The Fire Chief shall appoint a firefighter to each of these positions. Compensation shall be \$1,000.00 per year for the Mechanic and \$500.00 per year for the Assistant Mechanic and shall not affect compensation paid under the monthly specialist categories.

Employees who become and remain certified in any of the following three (3) Hazardous Materials disciplines shall receive compensation of \$150 per year (payable monthly) starting the first month after they become certified in: (1) Hazardous Materials Technician Incident Command, (2) Hazardous Materials Technician A, (3) Hazardous Materials Technician B. The Fire Chief at his sole discretion shall annually appoint no less than six (6) Hazardous Material Technicians who become and remain certified in all three (3) of the above-referenced Hazardous material disciplines. Such Hazardous Material Technicians shall receive compensation of \$600 per year (payable monthly) in lieu of the individual compensation of \$150 per discipline. The number of appointed Hazardous Materials Technicians shall be less than six (6) if fewer than six employees are certified in all three disciplines. Employees who are not appointed by the Chief as Hazardous Material Technicians shall receive individual certification pay of \$150 per each of the individual disciplines (up to all three (3) of them) for which they are certified. To qualify for this pay, a firefighter must show proof of having the appropriate certification (by the State of Illinois, where applicable) and must maintain this certification while receiving this specialist pay.

Those appointed, and receiving the \$600 stipend, must meet current criteria and be in good standing with MABAS Division XI Hazardous Material team. Anyone not meeting criteria currently shall have nine (9) months to complete course work during which time the employee shall still be entitled to the \$600 stipend. If the employee does not complete the course work in the nine (9) month period, he shall be entitled to the \$150.00 stipend per discipline. Anyone currently meeting criteria will receive the appropriate specialist pay for their certification(s) retroactive to May 1, 2013.

The Village shall also provide specialist pay for the positions of EMS Coordinator and Assistant EMS Coordinator. The Fire Chief at his sole discretion shall appoint two firefighters to these positions. The extra compensation for these positions shall be \$1,000.00 and \$500.00 per year respectively. The annual compensation for each of these above specialist positions shall be paid monthly.

Effective May 1, 2007, employees who become and remain certified in any of the following four technical rescue disciplines shall receive compensation of \$120 per year (payable monthly) starting the first month after they become certified: (1) vertical rope rescue, (2) trench rescue, (3) confined space rescue and (4) structural collapse rescue. Effective May 1, 2008, the Fire Chief at his sole discretion shall appoint no less than six (6) Technical Rescue Technicians who become and remain certified in all four of the above-referenced technical rescue disciplines. Such Technical Rescue Technicians shall receive compensation of \$600 per year (payable monthly) in lieu of the individual compensation of \$120 per discipline. The number of Technical Rescue Technicians shall be less than six (6) if fewer than six employees are certified in all four disciplines. Employees who are not designated by the Chief as Technical Rescue Technicians on or after May 1, 2008 shall continue to receive individual certification pay of \$120 per year for each of the individual disciplines (up to all four (4) of them) for which they are certified. To qualify for this pay, a firefighter must show proof of being certified at the technician level (by the State of Illinois, where applicable), and must maintain this certification level while receiving this specialist pay.

## **ARTICLE XIII**

### **UNIFORMS AND EQUIPMENT**

The Employer agrees to replace clothing and equipment, which it customarily issues to its employees when:

1. The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
2. The clothing or equipment is worn because of reasonable wear and tear.

Requests for replacement of prescription eyewear and watches lost or damaged in the course of training, responding to, performing at or returning from calls for fire or EMS service (and not due to the negligence of the employee) will be reasonably evaluated on a case by case basis. Replacement values shall not exceed \$100 for watches or \$350 for prescription eyewear.

## **ARTICLE XIV**

### **INSURANCE**

**Section 14.1. Coverage.** The Village shall make available to non-retired employees and their dependents an HMO medical plan, a High Deductible PPO medical plan (effective October 1, 2014), life insurance, and employee-only dental coverage, through the Intergovernmental Personnel Benefit Cooperative (IPBC). In addition the Village will offer family dental coverage commensurate with the employee-only dental coverage, provided that employees who elect such family coverage will pay the difference between the cost of the employee-only dental coverage and the family dental coverage.

All coverages referred to in this Section 14.1 shall continue to be provided so long as they remain commercially available; if no longer commercially available, the Village shall provide coverages as close as practicable to those referred to in this Section. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially the same to those which they are replacing.

**Section 14.2. Alternative Health Insurance Incentive.** Effective May 1, 2014, employees who voluntarily elect to discontinue their participation in the Village's health insurance coverage due to being eligible for coverage elsewhere, the Village will pay into the employee's VEBA an incentive payment as follows: alternative single coverage - \$75 per month; alternative family coverage \$125 per month. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the Village of their intent to discontinue Village health coverage. Should such an employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in Village coverage by paying the Village a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions.

**Section 14.3. High Deductible Health Plan.** Effective October 1, 2014, and in lieu of the pre-existing non-high deductible health plan that will no longer be offered, the deductible amount of the High Deductible PPO medical plan will be \$2,000 for single coverage and \$4,000 for family coverage during each plan year. The Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO medical plan through the VEBA plan to each employee's account for eligible employees in accordance with the remaining provisions of this Agreement for so long as the High Deductible PPO medical plan and VEBA plan remain in effect. In addition to the High Deductible PPO medical plan, the Village, at its sole discretion, may offer an additional High Deductible Health Plan (HDHP) in the future. During the term of this 2016-2019 Agreement, in the event any additional HDHP is offered, the Village will fund an amount toward the deductible that is equal to 50% of the applicable deductible for any such additional HDHP through the VEBA to each employee's account.

**Section 14.4 Retiree Insurance.** For employees who retired prior to May 1, 2014, the Village will make available to such retired employees who have at least twenty (20) years of full time service with the Village's Fire Department, who are at least fifty (50) but less than sixty five (65) years of age, and who are not eligible for insurance from any other employer, individual and



dependent coverage (where the dependents are under the age of 65) at group rates; the Village will pay 33 1/3% of retiree's cost of the premiums. The Village will pay the 33 1/3% contribution toward the retiree's initial retiree insurance selection which may include the continuation of the Village's active plan, an individual Medicare supplement, or a fully insured Village Medicare plan if available, for any retiree who is eligible for Medicare. Once the fully insured Village Medicare plan is available, Medicare-eligible retirees must switch to the fully insured Village Medicare plan in order to continue receiving the 33 1/3% contribution. Effective January 1, 2015, PPO coverage will only be provided to retirees under the Village's High Deductible PPO medical plan. It is understood that these retiree insurance benefits are not guaranteed for life, but may be modified or eliminated in future Agreements.

Section 14.5. Cost. Effective October 1, 2014, the Village will pay eighty five percent (85%) of the cost of the premiums for full-time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay ninety percent (90%) of the cost of premiums for full-time employee's individual and dependent group health for employees participating in the High Deductible PPO medical plan. Past practice will continue for family dental insurance. Employees desiring Village coverage will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premiums will be deducted semi-monthly from paychecks. Employees participating in the High Deductible PPO medical plan, except for those who have retired as of May 1, 2014, will receive a contribution, into the employee's VEBA, equal to 50% of the annual deductible amounts. This contribution will generally be made in two parts each year on January 1<sup>st</sup> and July 1<sup>st</sup> respectively.

Section 14.6. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Further, the Village reserves the right to institute the following co-insurance levels (that portion of actual medical expenses, which the employee must pay up to the employee's annual out-of-pocket maximum) for the general indemnity health plan:

	<u>General Indemnity Health Insurance Plan</u>	<u>Employee</u>
PPO Network Provider	90%	10%
Non Network Provider	70%	30%

Section 14.7. Life Insurance. The Village shall pay the premium for fifty thousand dollars \$50,000 of term life insurance for each firefighter, and shall offer an optional twenty-five thousand dollars (\$25,000.00) supplemental term life plan to be paid for by the employee through payroll deduction. Premiums will vary dependent on age.

Section 14.8. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide coverages as specified in this Article.

Section 14.9. IRC Section 125 Plan. The Village shall maintain an IRC Section 125 Plan whereby employees will be able to pay: 1) for their share of dental, health and hospitalization insurance premiums with pre-tax earnings, 2) participate voluntarily in a Flexible Spending Account which allows employees to use pre-tax dollars to pay medical expenses and dependent care expenses not covered by their insurance, where said Flexible Spending Account Plan shall be implemented no later than August 1, 1998. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.10. PSEBA. Nothing in this Agreement shall limit the Village's responsibility to provide and pay for certain health insurance benefits to eligible recipients as required by The Public Safety Employee Benefits Act, 820 ILCS 320/1 *et. seq.*, as may be amended from time to time.

## **ARTICLE XV**

### **GENERAL PROVISIONS**

Section 15.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 15.2. Precedence of Agreement. Consistent with the provisions of Section 315/15 of the Illinois Public Labor Relations Act, the Village and the Union agree that if there is any conflict between the written terms of this Agreement and the terms of any written Village ordinance, policies, rules or regulations, or any written rules and regulations of the Board of Police and Fire Commissioners of the Village of River Forest, the written terms of this Agreement, for its duration, shall be controlling.

Section 15.3. Fitness Examinations. If there is any reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village for good reason may also require at its expense any or all employees to take a complete physical

exam as often as once a year, and the results of all examinations shall be made available to the employee upon request. An employee may obtain, at his own expense, a second opinion from a qualified licensed physician or other appropriate medical professional of his own choice. If there is a difference between the opinions of the medical professionals of the Village and the employee, the Village will give the medical opinion submitted by the employee fair consideration. If the employee disagrees with the Village's determination, the employee may file a grievance at Step 3.

The Village shall also pay for a physical examination for each employee every three (3) years at the employee's option. Such examination shall be scheduled during the employee's duty shift, provided manning levels do not fall below minimums set by the Chief. The Village shall be entitled to notification from the doctor that the employee is fit or not fit for duty, and whether there were any abnormalities found. The results of the examination shall be provided to the employee by the doctor. The employee will provide their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician as appropriate. The examination to be given shall be in substance the same examination as provided as of May 1, 2001, plus a strength examination. The Village shall arrange for annual on-duty Tb testing at the facility of its choice and will pay the related test expenses.

Section 15.4. Outside Employment. Employees shall file and keep current with the Fire Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest or impair their ability to perform their Fire Department duties.

Section 15.5. No Smoking. All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by Village or department policy to confine their smoking to a designated area(s).

Section 15.6. Savings Bond Program. The Village shall continue its monthly Savings Bond purchase program, through payroll deductions, for all firefighters to participate in at their option.

Section 15.7. Rules and Regulations. The parties agree that each employee shall receive a copy of the departmental rules and regulations, or directives, and shall be responsible for that copy and knowledgeable in the matter of its contents.

In case of a proposed change in the Department Rules and Regulations, the Employer shall post the proposed change on the employees' bulletin board at least 15 days prior to its proposed implementation.

In the event that any provision of the Agreement conflicts with any rule, regulation or directive of the Employer, the provisions of this Agreement shall govern.

Section 15.8. Preservation of Statutory Rights. An employee who suffers an injury in the line of duty shall be entitled to a leave to the extent specified in ILCS 5-345/1 Public Employee Disability Act.

Section 15.9. Employee Protection. If an employee covered by this Agreement is charged by indictment, complaint, or information to have violated any provision of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the Village with the Board of Fire and Police Commissioners. Said Commission shall follow the procedures for suspension, removal and discharge set forth in ILCS Chapter 65, Act 5, Article 10, Division 2.1, Section 10-2.1-17. Any suspension, removal or discharge shall comply with the provisions of the Constitution of the United States.

Section 15.10. Indemnification of Employees. The Village shall indemnify employees and hold them harmless from liability, including but not limited to its payment for damages which may be adjudged, assessed or otherwise levied against employees, for actions taken by them within the scope of their employment as provided in this Section 15.10. The Village shall defend employees in any civil cause of action brought against an employee arising out of the employee's conduct within the scope of the employee's employment. Legal counsel for such defense shall be selected by the Village and/or its insurance provider. To be eligible for the benefits of this Section, employees shall be required to cooperate with the Village and its legal counsel during the course of the investigation, administration or litigation of any claim arising under this Section. The Village will provide the protections set forth in this Section so long as the employee's action(s) at issue are within the scope of his/her employment and so long as the employee cooperates with the Village and its legal counsel in the defense of the action, actions or claims. Any obligation of the Village to indemnify employees for punitive or exemplary damages shall be only as required by applicable State Statutes.

Section 15.11 Safety Incentive Day. Any employee who does not sustain an injury/illness covered under the State's Workers Compensation Act within a fiscal year (May 1 – April 30) shall be eligible for one (1) safety incentive day off with pay. If an employee suffers an on-duty injury or illness covered under the State's Workers Compensation Act, after the beginning of the employee's shift but returns to work on his following scheduled shift day, the employee shall maintain eligibility for safety incentive day off with pay. Said safety incentive day off shall be scheduled in the following fiscal year with the approval of the Chief or his designee.

Section 15.12. Discipline

- A. Disciplinary actions by the Employers shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee, including off duty conduct which adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community. Any discipline ordinarily shall be of a progressive nature. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall normally assess the following penalties:

Oral Reprimand  
Written Reprimand  
Suspension  
Discharge

- B. Disciplinary actions involving oral or written reprimands imposed upon an employee may be appealed through the Grievance Procedure (Article VI). Independent of the Grievance Procedure, the employee may file a written reply to any oral reprimand, which reply will be attached to the documentation of the oral reprimand in the employee's personnel file without the need for any further response from the Employer. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary actions of suspension or discharge are within the exclusive jurisdiction of the River Forest Board of Fire and Police Commissioners.
- C. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union.
- D. Disciplinary actions recorded in the employee's personnel files shall not be used after 36 months to justify subsequent disciplinary action, except where they establish a continuing pattern of misconduct of the same type under review. Oral reprimands will not be used after 12 months to justify subsequent disciplinary action, and will not be used to establish a continuing pattern of misconduct except in situations where the oral reprimand is less than 12 months old and is part of a progressive disciplinary process under review.
- E. The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.
- F. Prior to taking any final, disciplinary action above the level of oral reprimand and after its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. If the disciplinary action may involve a suspension or discharge, copies of the following documents shall be given to the employee at this notification and review meeting:
  - 1. Allegation of violations of Rules and Regulations
  - 2. Statement of charges and specifications
  - 3. Copies of the employee's past discipline pertinent to subparagraph D above.

The employee shall be entitled to Union representation at disciplinary investigation meetings and shall be given the opportunity to rebut the reasons for any proposed discipline within three (3) calendar days after a paragraph F meeting.

- G. Except pursuant to changes in state legislation or applicable judicial decision subsequent to June 1, 2004, it is understood that nothing in this Section 15.12 and Section 15.14 (D.3) shall be deemed to expand the scope of mandatory subjects of bargaining relative to suspensions and discharges beyond what they were prior to June 1, 2004.

Section 15.13. Promotions Out of the Unit. Promotions to the rank of Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003, Public Act 93-411, 50ILCS742 (hereinafter the "Act"). Except where expressly modified by the terms of this Section, the procedures for promotions shall be made in accordance with the provisions of the Act.

- A. A vacancy in the rank of Fire Lieutenant shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in the fire fighter rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled for a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.
- B. Eligibility. All promotions to lieutenant shall be made from employees in the fire fighter rank who, effective May 1, 2007, have at least six (6) years of seniority in the Fire Department. Anniversaries of service, which affect eligibility, will be considered to occur on the date on which the written exam is given.
- C. Rating Factors and Weights. All examinations shall be impartial, job related and test those matters that ascertain the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by each employee on the promotional examinations consisting of the maximum allowable points for the following 4 components as specified:

	<u>Maximum Allowable Points</u>
1. Written Examination	55
2. Seniority	10
3. Ascertained Merit	20
4. Subjective Component	15

D. Test Components

- 1. Written Exam. The written exam shall be given in accordance with the Fire Department Promotional Act and scored on a scale of 100 points. This component shall be calculated at 55% of the final score so that the maximum points available from this component shall be 55. Candidates must obtain a score of 70% on the written exam to be eligible for promotion, and placed on a promotion list.
- 2. Seniority Points. Seniority points shall be awarded in the following manner with an available maximum total of 10 points.

8-10 years	4 points
11-15 years	6 points

16-20 years	8 points
21 + years	10 points

3. Ascertained Merit. Points for Ascertained Merit shall be awarded in the following manner with an available maximum total of 20 points:

FFIII or successful completion of Advanced Technician Firefighter Course	2 points
FAE	2 points
Fire Officer I	6 points
Hazmat	2 points
Technical Rescue Tech (all 4 certifications)	2 points
Associates Degree (a)	3 points
Associates Degree (b)	4 points

**Bachelors Degree (a)                      6 points**

Bachelors Degree (b)	8 points
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- (a) Shall consist of a degree in any field
- (b) Shall consist of a degree in a fire related discipline. Examples include, but are not limited to: Fire Science, Fire Service Administration and Public Administration.

Points awarded by Associates' Degree (a) or (b) and Bachelors' Degree (a) or (b) may not be combined.

Points awarded for FFIII/Advanced Technician Firefighter Course and Fire Officer I may not be combined.

Candidates wishing to receive points under Ascertained Merit shall include copies of the appropriate diploma(s) and/or certificate(s) when submitting the application packet.

Any dispute resulting from the awarding of Ascertained Merit Points for Associates Degrees (a and/or b) or Bachelors Degrees (a and/or b) may be resolved through the grievance procedure (Article VI).

4. Subjective Component. Any Subjective Component shall be identified to all candidates prior to its application, be job related, and be applied uniformly to all candidates with an available maximum of 15 points.

E. Scoring of Components. The Written Exam, Seniority, Ascertained Merit and Subjective Component shall be scored as described in subparagraph D. Scores of all components shall be added to produce a score, which shall be out of a total of 100 maximum points. Candidates shall then be ranked on the list in the rank order based on the highest to the lowest points scored on all components of the test. The

preliminary promotion list shall be composed of candidates who obtain an overall score of at least sixty (60) points after all component scores are compiled. Whenever two (2) or more candidates receive the same score on the preliminary promotion list, priority shall be given to the person who has the highest seniority. However, their scores shall not prevent a candidate(s) from being placed on the preliminary or final promotion list. A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The application of military preference points to any candidate's scores shall not be a reason to remove any other candidate(s) from the final promotion list. As soon as practicable, the final adjusted promotion list shall then be posted at the Village Hall and the Fire Station, with copies provided to the Union and all candidates.

- F. Order of Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest-ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution through the grievance procedures (Article VI of this Agreement).
- G. Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of 3 years. The employer shall make every reasonable effort to ensure that the River Forest Fire Department maintain in effect current eligibility lists so that promotional vacancies are filled as soon as practicable after the occurrence of the vacancy.
- H. The Village shall provide a reading list for the last 2 written examinations and a reading list for study purposes for the upcoming examination, and make these materials available and accessible at the Department.

#### Section 15.14. Drug and Alcohol Testing

- A. Reasonable Suspicion Testing. The Fire Chief, or his designee, may require an employee to submit to a urine and/or blood test where there is reasonable,



individualized suspicion of improper drug or alcohol use or abuse of prescription drugs. At the time of the order to take the test, the Fire Chief, or his designee, as the case may be, shall provide an employee who is ordered to submit to any such tests with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge. There shall be no random testing.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g. the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels) as well as objective information that paragraph D of this Section 15.14 may have been violated. A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that an on-duty Union Representative be present at the time the order is given to the employee. If there is no on-duty Union representative, the employee may request that another employee be present. All tests will be conducted only while the employee is on duty.

- B. Procedures. The Village shall use a facility which is licensed or certified by the State of Illinois and the federal government to perform all drug and alcohol testing and shall be responsible for maintaining a proper chain of custody. The Village shall also use the services of a Medical Review Officer (MRO). The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Administrator or designee. The Village shall provide the employee with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory licensed or certified by the State of Illinois and the federal government to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense, provided that (1) the employee must request such re-test within four calendar days from the day the employee is notified of the verified positive test result, and (2) the Village may place the employee on administrative leave (which may or may not be paid as provided in Paragraph E below), pending the results of any such re-test. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice. Upon receipt of the test sample the employee's lab shall be responsible for maintaining chain of custody for any specimen used for a re-test requested by the employee.

- C. Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood level of .04 or more grams of alcohol per 100 millimeters of blood, provided, however that an employee with an alcohol concentration of between .029 and .039 may be removed from work and placed on sick leave for a period of at least twenty-four (24) hours and may be subject to an oral or written reprimand. The cutoff standards for the determination of a positive finding of drugs shall be:

<u>SUBSTANCE</u>	<u>INITIAL TEST LEVEL</u>	<u>GC/MS CONFIRM TEST LEVEL</u>
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative.

D. Prohibitions.

1. The on duty use, sale or possession of controlled substances as well as the illegal use, sale or possession of controlled substance while off duty is prohibited, and may subject the employee to discipline up to and including termination. "Controlled Substances" means all drugs for which the use, sale or possession is regulated by federal or state law.
2. Also prohibited is (a) the abuse of prescription drugs, which includes using them in a manner different from what is prescribed by the employee's health care provider, as well as (b) the use, possession or testing over the cutoff standards for alcohol while on duty and (c) the testing over the cutoff standards for controlled substances while on duty, and a violation of any of these prohibitions may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense. The failure to promptly disclose to the Chief or his designee any restrictions from prescription medications upon an employee's ability to perform the employee's work safely is prohibited and may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense.
3. Nothing herein shall be construed to prevent an employee from asserting, or the Village or any forum considering, that there should be treatment in lieu of discipline in any proceeding. Suspensions or terminations shall be subject to the

jurisdiction of the River Forest Board of Fire and Police Commissioners; lesser disciplinary action shall be subject to the grievance procedure. All other issues relating to the drug and alcohol testing process (e.g. whether there is a reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedures set forth in this Agreement.

E. Test Results.

1. Negative Results: If the test results are negative, the employee shall be compensated for all time spent on administrative leave pending the results of the test. Nothing herein prohibits disciplinary action if an employee has engaged in conduct which would warrant discipline in accordance with Section 15.12 (Discipline) independent of any suspected violation of Paragraphs D1 or D2 of this Section 15.14.
  2. Positive Results: If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time spent on administrative leave related to the testing process or time the employee cannot work while seeking to become eligible to return to work.
- F. Handling of First Positive Test Results or Other First Violations. If an employee tests positive or is otherwise determined to have a first violation of either Paragraph D1 or D2 of this Section 15.14, and the Village does not seek termination for an initial violation of Paragraph D1, the employee shall not be permitted to return to work until the employee has undergone an evaluation by a qualified substance abuse professional, and has entered and successfully completed at least the initial stages of any treatment or education program recommended by that substance abuse professional. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. Following any disciplinary suspension, the employee may not return to work unless and until the employee can take, and pass a return to work drug and/or alcohol test with a negative result. The employee also will be required to enter into a return to work agreement permitting the Village Administrator or his designee to communicate with the employee's treatment provider regarding his or her successful completion of any treatment or education program, including unannounced follow-up testing for a period of up to one year, or as recommended by the treatment provider, with no more than six (6) tests being conducted within the first twelve (12) months following an employee's return to work.

G. Handling of Second Positive Test Results or Other Second Violations. If the employee tests positive a second time or is otherwise determined to have violated either Paragraph D1 or D2 of this Section 15.14 a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

#### H. Employee Assistance

1. An employee may always voluntarily seek assistance from the EAP before testing positive or being asked to submit to a test, and will not be subject to discipline for voluntarily seeking such assistance.
2. Except as provided in paragraphs D1, D2 or G of this Section 15.14, employees who are referred to the Employee Assistance Program, as provided in Paragraph F above, shall not be disciplined, as long as the referred employee is pursuing in good faith any recommended therapy, and the employee may not return to work unless and until he/she can take and pass a return to work drug and/or alcohol test with a negative result.
3. Assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Village Administrator, and the EAP Administrator shall be the only Village personnel, informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential. Moreover, employee positive results will be treated as confidential and shared with other Village personnel only on a need-to-know basis. All information and records related to an employee's drug and/or alcohol use, or treatment and assistance records will be released by the Village only pursuant to a written authorization made and signed by the employee, to defend itself in any legal or administrative proceeding brought by the employee against the Village, or as otherwise may be required by law.

Section 15.15. Retiree Health Savings Plan. As soon as practicable after ratification of this Agreement, the parties shall commence negotiations over the terms of a Post Employment Health Benefit (PEHB) plan, including the funding of same. Any PEHB plan that is the product of such negotiations shall become effective no sooner than May 1, 2010, unless the parties mutually agree on an earlier effective date.

## **ARTICLE XVI**

### **POLICE AND FIRE COMMISSION**

The parties recognize that the Board of Fire and Police Commissioners of the Village of River Forest has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish the statutory authority of the

Board of Fire and Police Commissioners, except where specific terms and conditions of employment are specified in this Agreement.

## **ARTICLE XVII**

### **FIREFIGHTER/PARAMEDICS**

Section 17.1. Paramedic Staffing. The parties agree that it is the objective of their agreement in this Article to staff the River Forest Fire Department Emergency Medical Service with at least twelve (12) full-time firefighter/paramedics. This staffing objective shall be accomplished by training members of the bargaining unit who volunteer to become trained and certified as paramedics in accordance with the terms of this Agreement, and by hiring new employees, as vacancies occur in the Department, who are paramedic certified. To facilitate this latter commitment, the Village agrees to implement a requirement that all applicants on the next eligibility list that will be established by the River Forest Board of Fire and Police Commissioners must be EMT-P certified as a condition of hire and as a condition of continued employment, and to fill all vacancies that occur within the bargaining unit during the term of this agreement with persons with such qualifications. The parties further acknowledge that these requirements regarding hiring are not mandatory subjects of bargaining and, therefore, the continued inclusion or exclusion of such stipulations in any future collective bargaining agreement shall depend on the parties' voluntary agreement to extend such provisions, shall not be subject to interest arbitration and shall be treated as permissive subjects of bargaining, notwithstanding any intervening changes to the contrary in the IPLRA.

Any employee hired after July 1, 1997 as a licensed paramedic must maintain their paramedic license with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health as a condition of continued employment.

Paramedics assigned to the ambulance shall be rotated on a regular basis. The paramedics on each shift assigned to the ambulance crew will be assigned for a minimum of one month, with exceptions at the discretion of the Fire Chief. Scheduling of ambulance crews will be developed in conjunction with annual scheduling of vacations and days off.

In order to expedite the provision of advanced life support services as quickly as possible and in order to continue to provide such services while the parties pursue the goal of twelve (12) full-time firefighter/paramedics within the bargaining unit, the parties have agreed in this Article to allow the Village to utilize part-time firefighter/paramedics on an interim basis, and failing that, to utilize firefighter/paramedics from a private contractor on an interim basis, subject to the limitations of this Article.

Section 17.2. Paramedic Pay. An employee who becomes, or is hired as, a licensed paramedic shall receive annual paramedic incentive pay added pro-rata to his base pay after he becomes fully licensed with the emergency medical system under which the River Forest Fire

Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health, provided however, that to receive this incentive pay, the employee must remain on active status as a paramedic and maintain the appropriate paramedic license. Effective May 1, 2007, this paramedic incentive pay shall be 6.10% over the top firefighter's base pay distributed equally over 24 pay periods.

Section 17.3. Paramedic Licensure for Employees Hired Prior to July 1, 1997. Employees hired prior to July 1, 1997 ("incumbent employees") who wish to become paramedics may volunteer for paramedic training through the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program). The Village will seek to enroll at least three volunteers, one per shift, at any one time in the paramedic training program up until such time as the Village has at least twelve (12) certified paramedics. In the event that there are no volunteers on one shift and multiple volunteers on another shift, the Village may reassign volunteer(s) with other employee(s) from shift(s) without volunteers so that there will be an equal number of volunteers per shift in training. If there are more volunteers than paramedic training slots, the Chief will select from the volunteers based on the following considerations: (1) the score received on the pretest administered by the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) (with preference given to the higher scoring volunteers); (2) shift availability (with preference given to selections that will avoid the need for shift transfers); (3) seniority (with preference given to the employees with the least departmental seniority); and (4) employee preference as to the timing of their own training (with preference given to employees most desirous of entering the current training program as opposed to a later training opportunity). The Chief's selection from among the volunteers shall not be subject to the grievance and arbitration procedure of this Agreement. Any selection of this nature by the Chief shall be announced at least sixty (60) days prior to the commencement of the paramedic training program for which the employees are being selected, provided that the pretest scores are available at least that far in advance.

All time spent by employees in paramedic training that occurs outside an employee's regular duty hours shall not constitute work time and shall not constitute compensable overtime work under the terms of this Agreement, but shall be treated as an assignment during which employees are engaged in job-related functions for purposes of workers compensation coverage. Further, employees shall receive financial recognition for that time pursuant to the provision of the following paragraph of this Section 17.3. The Village will pay for the tuition, fees, books and required equipment for the incumbent employee's paramedic training classes. The incumbent employee will be responsible for his own travel and incidental expenses. If an employee is required to retake any portion of the paramedic training program, the Village will pay for the tuition and fees only for a second time.

Employees hired prior to July 1, 1997 who became certified paramedics through the Loyola University Medical Center EMS Program will receive three (3) lump sum payments (less applicable withholding) of two thousand three hundred dollars (\$2,300) upon successful completion of the Classroom Instruction phase of paramedic training, two thousand five hundred dollars (\$2,500) upon successful completion of the Clinical Training phase of paramedic

training, and three thousand eighty dollars (\$3,080) upon successful completion of the Field Training phase of paramedic training and Final Certification. This payment shall be in lieu of any compensation for time spent in paramedic training outside of regular duty hours. This payment shall be made only once. (Thus, for example, if an employee successfully completes the classroom portion but fails in a later phase and is, therefore, required to retake the classroom portion of the training, that employee will not be paid another \$2,300 for a second successful completion of the classroom phase of the training). The payments set forth in this Paragraph shall remain fixed for the term of this Agreement.

If a paramedic class schedule conflicts with an employee's regular duty schedule, the employee will be released from duty without loss of pay to attend such classes provided, however, that in order to minimize the employer's overtime costs as a result of employees' absences from duty to complete paramedic training, (1) the union agrees to permit the Chief to shift employees from "strong" to "weak" shifts without giving the thirty (30) day notice provided in Section 5.3 to provide coverage for absences due to paramedic training, and (2) when shifting personnel is insufficient to meet the Department's administrative manning standards, individual employees in paramedic training shall attempt to obtain duty trades to cover for absences due to paramedic training. When these measures fail to provide adequate coverage to meet the Department's administrative manning standards, the Department may provide coverage with a part-time firefighter/paramedic hired subject to the conditions specified in Section 17.5 below.

Section 17.4. Renewal of Paramedic License. Incumbent employees (those hired prior to July 1, 1997) who voluntarily become licensed paramedics must maintain their valid license with the State of Illinois Department of Public Health and the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) as a condition of employment for eight (8) years before being eligible to submit not to renew their license. The Village shall arrange for paramedic re-certification training on duty unless it is impossible to do so because of circumstances beyond the control of the Village, such as requirements imposed by the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) or an employee's extended absence from active duty. In the event paramedic re-certification training occurs outside an employee's regular duty hours, it shall not constitute hours worked.

After completion of eight (8) years of service with the Village as a licensed paramedic, an incumbent employee may drop his certification provided: (a) he gives the Chief written notice at least twelve (12) months in advance of the desired date for dropping his certification; (b) the Village is able to maintain at least twelve (12) licensed paramedics, none of whom are on probation, who are actively employed at the time of the request to drop certification; and (c) the Chief approves the request to drop certification, bearing in mind the needs of the Department and the interests of other employees who may also wish to drop their certification. Other things being equal, where there are multiple requests from employees wishing to drop their certification, preference shall be given first to employees with the longest service in the paramedic program, and then to employees with the greatest departmental seniority. Any unreasonable exercise of discretion accorded to the Chief by the terms of this Paragraph shall be subject to the grievance and arbitration procedure of this Agreement.

An employee who is permitted in accordance with the provisions of the preceding Paragraph of this Section to not renew his/her license as a paramedic will, upon expiration or revocation of his/her paramedic license, immediately lose all paramedic incentive pay that was added to base pay. Any employee who is suspended from paramedic service, or otherwise unable to perform paramedic duties, shall not receive paramedic pay pro-rata for the period of such suspension or inability to perform paramedic services.

Unauthorized loss of paramedic certification will result in termination. The parties intend the term "unauthorized loss of paramedic certification" as used in this Paragraph to include: (1) revocation of an employee's paramedic license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board if the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's paramedic license. Other instances of short-term loss of one's paramedic license; including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. Disciplinary action under this Section shall be subject to the discipline and discharge procedures set forth in Article XVI of this Agreement. For this purpose, pro-rata loss of an employee's paramedic pay for the period of time they are suspended or otherwise unable to function as a paramedic shall not constitute disciplinary action. Where temporary loss of paramedic certification is for reasons specific to paramedic training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform firefighter duties, the employee shall be assigned to firefighter duties during the period of such temporary suspension of his paramedic certification.

Section 17.5. Part-Time Firefighter/Paramedic. The parties agree that the Village may utilize part-time firefighter/paramedics or, under the circumstances described herein, contract firefighter/paramedics, on an interim basis until such time as there are twelve (12) bargaining unit employees certified as paramedics. The only terms and conditions under which part-time firefighter/paramedic or private contractor firefighter/paramedics may be utilized shall be as set forth below in this Section.

Part-time certified firefighter/paramedics referenced in this Article shall be hired in accordance with the provision of this Section. All part-time certified firefighter/paramedics shall meet the following requirements:

- (a) They shall be fully certified full-time firefighters.
- (b) They shall be certified paramedics by the Illinois Department of Public Health and are qualified to operate in the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), and strong preference shall be



placed on preceptors who can provide on-duty Field Training for River Forest firefighters in paramedic training.

- (c) They shall be employed as full-time firefighter/paramedics in a full-time professional fire department in the Chicago metropolitan area.
- (d) They shall be screened and approved by the Union, which shall develop a list of qualified referrals from which the Village shall hire all part-time firefighter/paramedics as authorized by this Article, provided that if the Union is unable to provide the requisite overall number of part-time employees reasonably satisfactory to the Village (bearing in mind the selection or retention of individual part-time employees shall be at the discretion of the Village), the Village shall be entitled to obtain the necessary employees through other sources, including private contractors.
- (e) They shall be available for part-time firefighter/paramedic slots on the River Forest Fire Department on a regular basis so as to minimize the number of part-time firefighter/paramedics utilized.

Part-time firefighter/paramedics hired by the Village under this article shall not be part of the bargaining unit, shall be considered for all purposes as at-will employees, shall be ineligible for any fringe benefits from the Village (except for workers compensation coverage as provided to other Village employees) and shall not be subject to the provisions of the Village's personnel policies except as the Village may specifically provide in writing. The Village retains the right to hire anyone it chooses from the Union's referral list and to dismiss any part-time firefighter/paramedic at will. The Union, as the developer of the hiring list, shall comply in its screening and recruitment practices with all applicable state and federal laws regarding discrimination and equal employment opportunity and shall indemnify the Village against any liability for decisions made by the Union in connection with recruitment, screening and placement of prospective part-time employees on the qualified list from which the Village shall hire part-time firefighter/paramedics.

Part-time firefighters/paramedics shall be paid at the rate of \$13.80 per hour effective May 1, 2001. Part-time firefighter/paramedics shall be paid overtime in accordance with the requirements of Section 7(k) of the Fair Labor Standards Act.

If, for any reason, the Union is unable to provide a sufficient supply of qualified part-time firefighter/paramedics through the referral arrangement contemplated by this Section, the Village may obtain firefighter/paramedics to meet its needs as outlined and authorized by this Article from a private contractor.

The Village may hire part-time certified firefighter/paramedics until such time as twelve (12) employees are certified as paramedics. If the number of full-time firefighter/paramedics drops below twelve (12) due to the failure of bargaining unit members to maintain their paramedic certification in the required number, the Village may again hire part-time certified firefighter/paramedics on an interim basis or, if they are not available, may obtain firefighter/paramedics on an interim basis to meet its needs as outlined and authorized by this

Article from a private contractor, provided the Village takes no action to reduce the bargaining unit below fifteen (15) members. The Village anticipates hiring part-time firefighter/paramedics sufficient to staff three full-time firefighter/paramedic positions (one per shift), but may hire sufficient part-timers to cover up to six full-time firefighter/paramedic positions (two per shift) in the event: (a) more than three employees are enrolled in paramedic training at the same time; (b) less than three incumbent employees become paramedic certified during the first year of the Village's ALS ambulance program, and Loyola Medical Center does not waive its requirement that each ALS unit be staffed by two paramedics by the end of the first year of the program; or (c) changes in staffing requirements over which the Village has no control (i.e., state law, decisions by Loyola Medical Center) require more than three part-time firefighter/paramedics to meet minimum staffing needs without requiring employee paramedics to work double shifts.

It is specifically understood and agreed that the reference to fifteen (15) bargaining unit members in the preceding Paragraph of this Section 17.5 is in no way a minimum staffing requirement, but is simply the current level of staffing with reference to which the parties have based their agreement to permit the Village to utilize part-time or contract firefighter/paramedics when there are not twelve (12) full-time bargaining unit firefighter/paramedics. If the number of bargaining unit employees falls below fifteen (15) (other than on a short-term basis due to the lag time between the loss of an employee and the hiring and training of his replacement) or if the Village does not continue to require applicants on hiring eligibility lists to be EMT-P certified as a condition of hire and as a condition of continued employment, the Union specifically reserves the right to re-negotiate, at its request, the minimum threshold number of firefighter/paramedics in the bargaining unit (currently twelve (12) below which the Village will be authorized to utilize part-time or contract firefighter/paramedics in accordance with, and subject to, the limitations and conditions of this Section 17.5. In the event of an impasse in such mid-term negotiations, either party may invoke the dispute resolution procedures of Section 14 of the IPLRA to resolve the impasse.

Part-time firefighter/paramedics, or if applicable, private contract firefighter/paramedics, shall only be used to fill in for bargaining unit employees who are absent due to paramedic training and shall not otherwise displace bargaining unit employees from their regular duties or overtime assignments. The parties recognize the following exceptions to this rule: part-time firefighter/paramedics may fill in for regular bargaining unit employees who are off duty in the following situations: (a) to fill holes in the schedules of employees where the vacancy needs to be filled by a firefighter/paramedic if the Village is unable to secure a firefighter/paramedic hireback from among regular full-time employees using the Department's force-back system; (b) to fill in for employees who have become certified as paramedics where hiring back another employee certified as a paramedic would result in the employee working more than a back-to-back shift (i.e., more than forty-eight hours); or (c) to meet administrative manning standards when the short-fall occurs on a shift where one or more employees is absent due to paramedic training. Under this exception (c), the parties mean that a part-time firefighter/paramedic will be counted as part of the Department's administrative minimum manning standards only to fill in for a regular employee who is away from work due to paramedic training; a part-time firefighter/paramedic will not be included in the minimum manning where there is an absence unrelated to paramedic training and where, in the past, the Department would have hired back a

bargaining unit employee to fill the vacancy. Nothing herein shall prevent part-time firefighter/paramedics from filling in for other part-time firefighter/paramedics, or prevent part-time firefighter/paramedics from supplementing employees when responding to calls for emergency service. The use of part-time firefighter/paramedics for the purposes outlined in this paragraph may occasionally cause the number of part-time firefighter/paramedics to rise above the normal number discussed in the preceding paragraph on any given day or shift. (For example, even though regular part-time firefighter/paramedic staffing for a given shift may be one (1), there may be two (2) on a given shift when an additional one is brought in for circumstances outlined in this paragraph.)`

## **ARTICLE XVII**

### **SAVINGS CLAUSE**

In the event any provision in this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

## **ARTICLE XIX**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by the express language of this Agreement.

## **ARTICLE XX**

### **DURATION OF AGREEMENT**

Section 20.1. Duration and Notice. This Agreement shall be effective retroactive to May 1, 2016 except as otherwise expressly indicated and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2019. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120)

days prior to the April 30 anniversary date (i.e., by January 1) that it desires to modify and/or amend this Agreement.

Section 20.2. Negotiations. In the event that either party gives timely notice of its desire to modify and/or amend this Agreement as provided in Section 20.1, negotiations shall commence no later than forty-five (45) days thereafter (or by February 15).

Section 20.3. Impasse Resolution. The remedies for the resolution of any bargaining impasse that may arise during the negotiation of a successor agreement as provided in this Article or any mid-term bargaining as provided by Section 14.7, shall be in accordance with Section 14 of the Illinois Public Labor Relations Act, as amended except that the arbitrator shall be selected according to the procedure specified in Section 6.3 of this Agreement. Nothing in this Section is intended to modify the procedures for impasse resolution as provided for by Section 14 of the Illinois Public Labor Relations Act, as amended.

Section 20.4. Ratification and Enactment. When a tentative agreement is reached by the parties' representatives on all issues, the following procedure shall apply:

1. The Agreement will first be presented to the Union membership for ratification. All members of the Union's bargaining team will use their best efforts to secure ratification.
  2. After ratification by the Union membership, the Agreement shall promptly be submitted to the Village Board of Trustees for ratification. All members of the Village's bargaining team will use their best efforts to secure ratification.
  3. In the event either party should reject the recommended Agreement, the parties shall meet again within seven (7) days of the rejection vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke impasse resolution procedures in accordance with Section 20.3 of this Article. Should either party fail to ratify the entire Agreement, then only those issues previously the subject of bargaining between the parties shall be subject to further negotiations and/or impasse resolution procedures, unless otherwise agreed by the parties.
- B. This Agreement shall become effective when ratified by the Union and the Village Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 20.5 Appendices and Amendments All appendices and amendments to this Agreement shall be numbered, dated and signed by the parties and subject to all the provisions of this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

VILLAGE OF RIVER FOREST:

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, LOCAL 2391:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

**Village of River Forest**

**Family and Medical Leave Policy**

**(as stated in Personnel Manual)**

## CHAPTER 6. UNPAID LEAVE

### SECTION 6.1. FAMILY LEAVE (FMLA)

#### *STATEMENT OF POLICY*

In accordance with the Family and Medical Leave Act, effective August 5, 1993, the Village will grant job protected unpaid family and medical leave to eligible male or female employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- A. The birth of a child and in order for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken and completed within the 12-month period following the child's birth or placement with the employee):

or

- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

#### DEFINITIONS

- A. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continues with each additional leave day taken (i.e. each time an employee takes family/medical leave, the remaining leave entitlement would be the balance, if any, of the 12 weeks that has not been used during the immediately preceding 12 months).
- B. "Spouse" – does not include unmarried domestic partners. If both spouses work for the Village, their total leave in any 12-month period shall be limited to any aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child, or to care for a sick parent.
- C. "Child" – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
- D. "Incapacity" - means an inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefore, or recovery therefrom.
- E. "Serious Health Condition" – means an illness, injury, impairment, or a physical or mental condition that involves one of the following:

- 1. Hospital Care

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

- 2. Absence Plus Treatment

A period of incapacity of more than three consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- 1) *Treatment*<sup>1</sup> two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; *or*
- 2) Treatment by a health care provider on a least one occasion which results in a *regimen of continuing treatment*<sup>2</sup> under the supervision of the health care provider.

### 3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

### 4. Chronic Conditions Requiring Treatments

A chronic condition which:

- 1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

### 5. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

### 6. Multiple Treatments (Non-Chronic Conditions)

---

<sup>1</sup> ***Treatment*** includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examination, eye examinations, or dental examinations.

<sup>2</sup> A ***regimen of continuing treatment*** includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regime of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).



Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

#### *COVERAGE AND ELIGIBILITY*

A. To be eligible for family/medical leave, an employee must:

1. Have worked for the Village for at least 12 months; and
2. Have worked at least 1,250 hours over the previous 12-month period.

#### *INTERMITTENT OR REDUCED LEAVE*

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary, to care for an immediate family member with a serious health condition, or because of a serious health condition of the employee.

1. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. At the sole discretion of the Village, an employee granted intermittent leave may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the recurring periods of leave.
3. Intermittent leave increments may not be shorter than the shortest period of time that the Village’s payroll system uses to account for absences.

B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the employee’s Department Head’s consent.

C. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee’s normal workweek.

#### **SUBSTITUTION OF PAID LEAVE**

A. An employee will be required to substitute accrued paid vacation leave, personal days, and/or sick leave if applicable, for any part of a family/medical leave taken for any reason. Substitution of sick leave will be required only when the purpose of the family/medical requested is a purpose for which the employee’s department permits sick leave to be used.

B. When an employee has used accrued paid vacation leave, personal days, and/or sick leave if applicable, for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided over the immediately preceding 12 month period equals 12 weeks.

### *NOTICE REQUIREMENT*

- A. An employee is required to give thirty (30) days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee, submitted to their Department Head who will then forward it to the Village Administrator. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.
- B. If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

### *MEDICAL CERTIFICATION*

- A. For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit a completed "Certification of Health Care Provider" form (see attached), submitted to the Department Head who will then forward it to the Village Administrator. Medical certification must be provided by the employee within 15 days after the employee's request for family/medical leave is filed, or as soon as is reasonably possible.
- B. The Village may require:
  - 1. A second or third opinion (at the Village's own expense) in accordance with the provisions of the Family and Medical Leave Act.
  - 2. Periodic status reports on the condition of the employee or the covered family member.
  - 3. Periodic status reports on the employee's intent to return to work.
  - 4. A certification from the employee's attending physician that the employee is able to return to work.
- C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

### *EFFECTS ON BENEFITS*

- A. An employee granted a leave under this policy will continue to be covered under the Village group health insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if he or she had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction (during substituted paid family/medical leave periods) or by direct payment to the Village (during unpaid family/medical leave periods). The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment and times that payments are due. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- C. If an employee's contribution is more than thirty (30) days late, the Village Administrator may terminate the employee's insurance coverage.
- D. If at its sole discretion the Village pays any portion of the employee contributions scheduled but missed by the employee while on leave, the employee will be required to reimburse the employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be

required to sign a written statement at the beginning of the leave period authorizing the Village to make such payments at its sole discretion and authorizing the subsequent repayment of such payment by payroll deduction.

E. If the employee fails to return from unpaid family/medical leave for reasons other than [1] the continuation of a serious health condition of the employee or a covered family member, or [2] circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the Village may seek reimbursement from the employee for the portion of the premiums paid by the Village on behalf of that employee (also known as the employer contribution) during the period of leave, as well as any employee contributions paid by the Village.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave except as required by State and Federal statutes.

#### *JOB PROTECTION*

A. If the employee returns to work at the end of the family/medical leave, he/she is entitled to be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return at the end of the family/medical leave, the employee may be dismissed or may be reinstated to his/her same or similar position at a later date only if available, in accordance with applicable laws.

#### *FAMILY/MEDICAL LEAVE FORMS TO BE SUBMITTED BY THE EMPLOYEE*

- 1) Request for Family/Medical Leave
- 2) Certification of Health Care Provider
- 3) Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During A Family/Medical Leave of Absence
- 4) Fitness for Duty to Return from Leave

**DRAFT—ATTORNEY/CLIENT PRIVILEGED DOCUMENT**

**SIDE LETTER**

**VEBA CONTRIBUTIONS**

All bargaining unit employees shall contribute 2% of their base wage to their VEBA on a pre-tax basis in accordance with all applicable tax laws. Such deductions shall be made each pay period.

**VILLAGE OF RIVER FOREST**

**IAFF LOCAL 2391**

By 

Date: 9/9/2014

By 

Date: 8/13/2014

## **SIDE LETTER**

### **EXPLANATION OF THE PHASE IN OF DEDUCTIBLES AND THE VILLAGE'S 50% PAYMENT OF APPLICABLE DEDUCTIBLE FOR THE HIGH DEDUCTIBLE HEALTH PLAN (HDHP)**

The HDHP is set up on a calendar year basis, i.e., January 1 through December 31. As a result, the deductibles of \$2,000 for single coverage and \$4,000 for family coverage are for the period January 1 through December 31. Since the HDHP for the IAFF bargaining unit will be effective as of October 1, 2014, the deductible for the last three months of 2014 will be prorated, i.e., \$500 for single coverage and \$1,000 for family coverage. Moreover, bargaining unit employees who were participating in the Village's non-high deductible PPO prior to October 1, 2014 and who opt for coverage under the HDHP as of October 1, 2014 rather than the Village's HMO, will be allowed to use the amount that they paid toward the deductible under the non-high deductible PPO toward meeting the deductible for the HDHP for the last three months of 2014. **Example:** An employee who had single coverage under the old non-high deductible PPO who paid \$175 toward the old PPO deductible will be allowed to use that \$175 toward the prorated \$500 deductible for single coverage under the new HDHP for the balance of 2014.

On an annual basis the Village contributes 50% of the applicable deductible for the HDHP, i.e., \$1,000 for single coverage and \$2,000 for family coverage. These contributions are made semi-annually on January 1 and July 1, respectively. **Example:** For single HDHP coverage the Village contributes \$500 on January 1 and \$500 on July 1. Since the new HDHP will be effective as of October 1, 2014, this means that the first Village contribution will be \$250 for single HDHP coverage effective October 1, 2014, i.e., one-half of the \$500 semi-annual contribution.

## **SIDE LETTER**

### **VEBA CONTRIBUTION**

The following named employees shall receive a one-time contribution by the Village to their VEBA account equal to \$1,446 per full year of service as of May 1, 2013. This one-time VEBA contribution shall be provided within sixty (60) calendar days from the establishment of the VEBA.

<b>NAME</b>	<b>FULL YEARS AS OF MAY 1, 2013</b>	<b>\$1,446 X YEARS</b>
<b>Telkamp</b>	<b>28</b>	<b>40,488</b>
<b>Law</b>	<b>22</b>	<b>31,812</b>
<b>Rose</b>	<b>21</b>	<b>30,366</b>
<b>Newberry</b>	<b>16</b>	<b>23,136</b>
<b>Carter</b>	<b>14</b>	<b>20,244</b>
<b>Nolan</b>	<b>11</b>	<b>15,906</b>
<b>Smith</b>	<b>11</b>	<b>15,906</b>
<b>Fischer</b>	<b>10</b>	<b>14,460</b>
<b>Howe</b>	<b>10</b>	<b>14,460</b>
<b>Zipperich</b>	<b>10</b>	<b>14,460</b>
<b>Doran</b>	<b>4</b>	<b>5,784</b>
<b>Bochenek</b>	<b>4</b>	<b>5,784</b>
<b>Viera</b>	<b>3</b>	<b>4,338</b>
<b>Boyd</b>	<b>1</b>	<b>1,446</b>
<b>Finfrock</b>	<b>1</b>	<b>1,446</b>
<b>TOTAL</b>	<b>166</b>	<b>\$240,036</b>

## SIDE LETTER

### 2013 SALARY ADJUSTMENT

The following confirms our understanding that the additional 0.50% wage increase effective May 1, 2013 is an adjustment in recognition of a May 1, 2007 increase received by the police bargaining unit resulting from an interest arbitration award, which increase was in excess of those wages agreed to by the Village and Local 2391 for the same period.

VILLAGE OF RIVER FOREST

IAFF LOCAL 2391

By Eui Palm

Date: 9/9/2014

By JL R

Date: 8/3/2014

**SIDE LETTER #1**

July 15, 2011

Mr. Lester Telkamp  
IAFF - Local 2391

**Re: May 1, 2010 Wage Increase**

The following confirms our understanding. It is acknowledged that the additional 1% wage increase effective May 1, 2010 is an adjustment in recognition of a May 1, 2007 increase received by the police bargaining unit resulting from an interest arbitration award, which increase was in excess of those wages agreed to by the Village and Local 2391 for the same period. If the above is acceptable to you, please so indicate by signing on the line provided below.

On Behalf of the Village



Eric Palm

On Behalf of IAFF 2391

 8-10-11

Lester Telkamp



**SIDE LETTER #2**

July 15, 2011

Mr. Lester Telkamp  
IAFF - Local 2391

**Re: Health Insurance Grievance & Retiree Health Insurance**

The following confirms our understanding. It is acknowledged that Local 2391 withdraws its 2010 grievance regarding health insurance changes. The Village may, during the term of the Agreement effective May 1, 2010, offer different health insurance benefits to retirees on strictly a voluntary basis only. If the above is acceptable to you, please so indicate by signing on the line provided below.

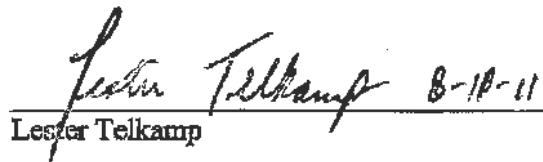
On Behalf of the Village



---

Eric Palm

On Behalf of IAFF 2391



---

Lester Telkamp



To: Chief Eggert

Fr: John Bentel

Date: December 7, 2004

**Village Board  
of Trustees**

Frank M. Paris  
President

Nancy C. Dillon  
Trustee

Barbara Graham  
Trustee

Patrick J. O'Brien  
Trustee

Michael H. O'Connell  
Trustee

Joe Rider  
Trustee

Alfred M. Swenson, Jr.  
Trustee

Patrick J. Hosty  
Village Clerk

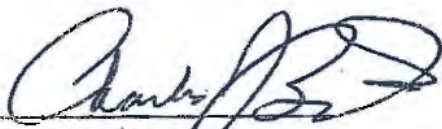
Charles J. Biondo  
Village Administrator

It is agreed that upon execution of the collective bargaining agreement (May 1, 2004 – April 30, 2007) the practice shall continue that certified engineers shall be rotated on a regular basis.

Agreed  
Village of River Forest

By:

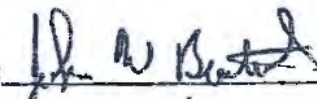
Date:

  
1/25/04

Agreed  
Local 2391, IAFF

By:

Date:

  
1/25/05



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Side Letter



Date: December 3, 2004

To: Firefighter John Rose  
President, IAFF Local 2391

From: Charles J. Biondo  
Village Administrator

Re: 2004 - 2007 Collective Bargaining Agreement Between the Village of  
River Forest and IAFF Local 2391

**Village Board  
of Trustees**

Frank M. Paris

*President*

Nancy C. Dillon

*Trustee*

Barbara Graham

*Trustee*

Patrick J. O'Brien

*Trustee*

Michael H. O'Connell

*Trustee*

Mike Rider

*Trustee*

Alfred M. Swanson, Jr.

*Trustee*

Patrick J. Hosty

*Village Clerk*

Charles J. Biondo

*Village Administrator*

This letter will confirm that in connection to the settlement of the above referenced Collective Bargaining Agreement, the parties agree to replace the existing Blue Cross Blue Shield PPO 3115 Plan and the HMO Illinois Plan with the Blue Advantage Entrepreneur PPO Plan and the Blue Advantage HMO Plan as described in the attached benefit comparison.

The Village shall continue to provide a supplemental self-insured bridge for these new PPO and HMO Plans so long as any employee who was a member of the Fire Department as of the execution of this agreement and was enrolled in the bridge plan, continues to participate in the bridge plan.

So long as the Village offers supplemental self-insured bridge options for the PPO and HMO plans that are substantially the same or improved to such plans in effect as of July 1, 1995, the Village may offer additional plan options from which employees may choose even though these additional plan options may not meet the "substantially the same" standard.



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Proud Heritage • Bright Future

Side Letter  
July 9, 2001

# Fire Department



Lester Telkamp  
President, IAFF Local 2391  
Village of River Forest  
River Forest, Illinois

Re: Section 15.3 – Fitness Examinations

Dear Mr. Telkamp:

Pursuant to the resolution of Section 15.3 of the 2001-04 collective bargaining agreement between the Village of River Forest and IAFF Local 2391, the Village agreed to document the substance of the physical examination being administered by the Department as of May 1, 2001. Attached as Attachment A to this letter is the substance of that physical examination. The strength examination shall be in addition to what is set forth on Attachment A.

Sincerely,

Charles B. Henrici  
Fire Chief

Attachment

Accepted: \_\_\_\_\_  
\_\_\_\_\_

Charles B. Henrici  
Fire Chief



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**Comprehensive Wellness Screening  
River Forest Fire Department**

**ATTACHMENT A**

- **General Medical Examination (includes respirator clearance and fitness for duty)**
- **Spirometry**
- **Audiometry**
- **Electrocardiogram (at baseline only)**
- **Body Composition**
- **Hepatitis C Antibody at baseline**
- **MMR Status at baseline**
- **Polio Status at baseline**
- **Tuberculosis Skin Test**

Jt  
5/29/01  
RCL  
RSS

**General Medical Exam Includes**

- **Head-to-toe, hands-on physical examination**
- **Physician Review of Occupational and Health History**
- **Hearing**
- **Ears**
- **Vision**
- **Eyes**
- **Nose**
- **Sinuses**
- **Lymph Nodes**
- **Heart and Lungs**
- **Blood Pressure**
- **Pulse**
- **Musculoskeletal Evaluation**
- **Hernia (males only)**
- **Extremities**
- **Urinalysis (dip stick)**
- **Hemocult (colon rectal cancer screening)**
- **Back Evaluation**
- **TBT**

**Laboratory Services**

**P161**

- **18 Panel Chemistry Profile (includes Kidney [renal] and Liver Function testing)**
- **Complete Blood Count (White & Red Blood Cell count, hemoglobins, hematocrit)**
- **Complete Lipid Panel (High & Low Density Cholesterol, Triglycerides)**
- **PSA (prostate cancer screening for males only)**
- **Urinalysis (microscopic)**

**Chem Profile Components:** Albumin, alkaline, phosphates, BUN, calcium, cholesterol, creatinine, GTT, glucose, SGOT, SGPT, LDH, phosphorous, TBIL, total proteins, uric acid, electrolytes, magnesium, iron.



Side Letter  
December 17, 1998

  
Firefighter Lester Telkamp  
Union President  
Local 2391 International Association of Firefighters  
AFL-CIO, CLC  
400 Park Avenue  
River Forest, IL 60305

Re: Settlement of 1997 - 2001 Collective Bargaining Agreement

Dear Firefighter Telkamp:

This letter will confirm that in connection with the settlement of the above referenced Collective Bargaining Agreement the parties have agreed that the Village shall notify the Union as soon as practicable of any change in the insurance plans or carrier but in no event less than 45 days before the effective date of such change. The Village shall also notify the Union 30 days in advance of the effective date of any increase in premium cost.

The parties further agree that the Village shall continue to offer the Blue Cross Blue Shield HMO Illinois Plan and the Blue Cross Blue Shield PPO 3115 plan supplemented with self insured bridge coverage. For purposes of Section 14.1, should the Village choose to change either of these plans, the base plans for comparison purposes will be the former IPBC HMO and PPO plans as they existed on 7/1/95. The Village will offer a Blue Cross Blue Shield 3115 plan without bridge coverage as an alternative for the employees as long as the Village utilizes the Blue Cross Blue Shield 3115 plan as its PPO plan.

So long as the Village offers an HMO plan and a PPO plan that are substantially the same or better than such plans in effect as of July 1, 1995, the Village may offer additional plan options from which employees may choose even if these additional plan options may not meet the "substantially same" standard set forth in Section 14.1.

The parties further agree that the Village shall provide paychecks to the off going shift Lieutenant so that the paychecks may be distributed at 0700 hours of each payday.

The parties further agree that the attached side letter dated September 9, 1994 is hereby made a part of this Collective Bargaining.

**Village Board  
of Trustees**

Frank M. Paris  
President  
Nancy C. Dillon  
Trustee  
Robert H. Graham  
Trustee  
Joann N. Heppes  
Trustee  
Dale Rider  
Trustee  
Sullivan  
Alfred M. Swanson, Jr.  
Trustee  
Patrick J. O'Brien  
Village Clerk  
Charles J. Biondo  
Village Administrator



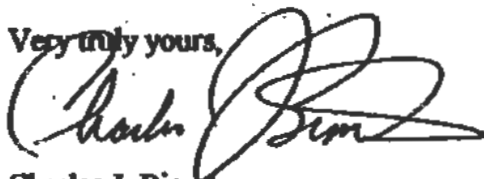
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recycled paper

Firefighter Lester Telkamp  
Page 2  
December 17, 1998

Finally, the parties agree and acknowledge that all of the foregoing provisions may be enforced through the grievance and arbitration procedures as set forth in Article VI of the 1997 - 2001 Collective Bargaining Agreement.

Please sign this letter in the space provided below to indicate your understanding and agreement that the foregoing reflects the representations and understandings of the parties.

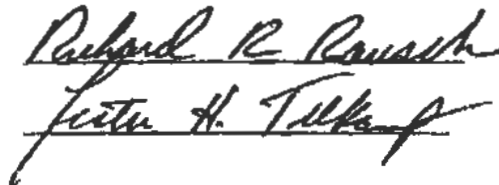
Very truly yours,



Charles J. Biondo  
Village Administrator

CJB/dm

Accepted:



# VILLAGE OF RIVER FOREST

Proud Heritage • Bright Future

Side Letter  
September 9, 1994

Administration



Firefighter Paul Diebold  
Union President  
Local 2391 International Association of Firefighters  
AFL-CIO, CLC  
410 Park Avenue  
River Forest, IL 60305

Dear Firefighter Diebold:

This letter will confirm that in connection with the settlement of the collective bargaining agreement between the Village and Local 2391 for the period May 1, 1994 through April 30, 1997 that the attached "Supplemental Agreement, Appendices A" is hereby made a part of said collective bargaining agreement and is agreed by both parties to be fully enforceable.

Please sign this letter on the space provided below if the foregoing correctly reflects the representations and understandings of the parties.

Very truly yours,

Charles J. Biondo  
Village Administrator

CJB/jmd

Accepted:

Paul Diebold  
President, Local 2391

Village Board  
of Trustees  
Frank M. Paris  
President  
Nancy C. Dillon  
Trustee  
John E. Faust  
Trustee  
Robert B. Graham  
Trustee  
Joann N. Hepper  
Trustee  
B. Robinson  
Trustee  
John F. Rigas  
Trustee  
Emerson K. Houser  
Village Clerk  
Charles J. Biondo  
Village Administrator



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# VILLAGE OF RIVER FOREST

Proud Heritage • Bright Future

26 May 1992

Robert Nortier, President  
River Forest Firefighter's Association  
Local # 2391 of the IAFF  
River Forest, Illinois

Dear President Nortier,

Enclosed is a copy of a SUPPLEMENT AGREEMENT, APPENDICES "A" signed by David B. Witken, Past President and Lester Telkamp Secretary/Treasurer representing the Union and Charles Biondo and myself representing the Village resolving the Telkamp Grievance in reference to Probationary Firefighter Rose's hours worked during his two week orientation program.

As indicated in the attached memorandum this settles the grievance and the resulting verbiage is made a part of the current labor agreement which runs from November 25, 1991 through April 30, 1994.

I have enclosed two signed copies for your files. If you need additional copies or have any questions please advise.

Sincerely,



Charles B. Henrich, Fire Chief

Fire Department

See B. Henrich  
Chief

all on  
dell paper.

SUPPLEMENT AGREEMENT  
APPENDICES "A"

The River Forest Fire Fighters' Association, Local #2391 and the Village of River Forest agree to enter into a Supplemental Agreement concerning:

Rose Grievance - Probationary Fire Fighter Training Schedule as resolution of the Union grievance filed October 17, 1991.

It is agreed upon by both parties that this agreement in no way limits the candidates ability to receive overtime pay for Hire or Call Back pay as outlined in Section 5.5 of the agreement.

Acceptance of the grievance settlement is without prejudice to either parties posture in future negotiations of a "Regular eight (8) hour shift assignment" as per Section 5.3 of the agreement.

The Local agrees to consider the Grievance as settled and waives any further appeal.

The Supplemental Agreement And Appendix is attached to and made part of the Parties Current 1991 - 1994 Labor Agreement and shall be subject to all other terms and provisions therein.

For the Union

David B. Witten (Past-President) on May 14, 1992

Robert H. Telkamp (Sec/Treas) on May 15, 1992

For the Village

Charles B. J. Givens on May 14, 1992

Charles J. Givens on May 15, 1992

Under the Fair Labor Standards Act, the Village of River Forest has taken the 7k exemption for all sworn fire fighting personnel. The Village has elected a 19 day work cycle for a total of 144 hours.

When a new fire fighter is appointed, the Village requires that the employee be trained to State Certified Fire Fighter II under the Illinois Fire Fighter Training Act before they can be assigned to a regular shift assignment and can respond on emergency equipment to an incident.

Under Section 5.3 of the collective bargaining agreement, the Village is permitted to assign a fire fighter to different workdays, shifts, or work periods, for training needs.

Based on the above criteria, probationary fire fighters shall be assigned as follows:

Upon appointment to the department by the Fire and Police Commission, the candidate will be assigned to a training academy class. Normally, the candidate will attend the City of Elgin Fire Academy for State Certified Fire Fighter II, Haz-Mat I, and Fire Apparatus training. The Fire Academy is located at Elgin Fire Station #2; 650 Big Timber Road; Elgin, IL 60123. The Normal hours of the Fire Academy are 8:00 AM to 5:00 PM, Monday through Friday. The candidate shall report each day to the training academy site and adhere to the training schedule established by the academy. Such schedule may have weekend and/or night time training classes.

The candidate is required to participate in all training sessions as outlined by the academy. The candidate is required to adjust to any changes and/or modifications to the training academy schedule.

Upon completion of the training academy course, the candidate will be assigned to a two week orientation program in which the candidate will be assigned to work with each of the three shifts. This work schedule normally consist of daytime hours. However, for the purpose of special training, night time and/or weekend hours may be assigned.

The normal work schedule will be Monday through Friday from 0745 hours to 1630 hours. However, the schedule may be amended to include any five days in a seven day work period. If a special training program or other special work activity is developed that the Fire Chief feels will benefit the enhancement of the candidate's training, a sixth day may be added to the training period. In no case will the total hours of work in a seven day work period exceed 48 hours.

If the 48 hours is exceeded in either of the two weeks of the orientation period, the candidate and the Fire Chief shall mutually agree that the candidate be compensated hour for hour in the case of comp time or time and one half the candidates hourly rate in the case of overtime pay. All hours over 48 for which comp time is to be given are to be accommodated within the 14 days of the two week orientation period.

The work schedule will be given to the candidate and posted at least seven days before the orientation program begins. Changes to the posted schedule (for the purpose of training) will have at least 48 hour notice, unless agreed upon between the Fire Chief and the candidate.

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE VILLAGE OF RIVER FOREST AND**  
**LOCAL 2391 OF THE**  
**INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS, AFL-CIO, CLC**  
**(FIRE LIEUTENANT BARGAINING**  
**UNIT)**

THIS AGREEMENT is entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the “Village” or “Employer”) and LOCAL 2391 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the “Union”). In accordance with the Certification of Representative issued by the Illinois Labor Relations Board in Case No. S-RC-17-003 on February 1, 2019, this Agreement shall only apply to those employees holding the rank of Fire Lieutenant and shall exclude all Firefighters, the Deputy Chief, the Fire Chief, any part-time employees of the Fire Department and all other employees of the Village.

The term of this Agreement shall apply retroactively from May 1, 2016 until April 30, 2019. Any provision not specifically referenced in this Agreement shall be covered by the Village Personnel Policy Manual or Departmental Rules and Regulations (which may be changed from time to time at the sole discretion of the Village).

**Annual Salary**

	FY 16-17	FY 17-18	FY 18-19
Lieutenant I	101,888	104,435	107,046
Lieutenant II	105,852	108,499	111,211
Lieutenant III	110,870	113,641	116,482

**Specialist Pay**

To encourage and establish greater proficiency in operations and promote a higher level of individual acceptance of responsibility, there are specialist classifications of Training Officer and fire investigator. Fire Lieutenants of the River Forest Fire Department shall be appointed by the Fire Chief to these respective positions. The Fire Investigator must maintain the requisite certification as deemed by the Fire Chief to hold the position. The additional compensation per month for these positions effective upon the signing of the agreement shall be as follows:

Training Officer                      \$125/Month

Fire Investigations Officer      \$125/month

The Village shall provide each Lieutenant - Hazardous Material Technician extra compensation of \$600.00 per year (which shall be paid monthly). To qualify for this pay, a Lieutenant must show proof of being State of Illinois certified at the technician level and must maintain this certification level while receiving this specialist pay.

Lieutenants who become and remain certified in any of the following four technical rescue disciplines shall receive compensation of \$120 per year (payable monthly) starting the first month after they become certified: (1) vertical rope rescue, (2) trench rescue, (3) confined space rescue and (4) structural collapse rescue. The Fire Chief at his sole discretion shall appoint no less than three (3) Lieutenant - Technical Rescue Technicians who become and remain certified in all four of the above-referenced technical rescue disciplines. Such Technical Rescue Technicians shall receive compensation of \$600 per year (payable monthly) in lieu of the individual compensation of \$120 per discipline. The number of Lieutenant - Technical Rescue Technicians shall be less than three (3) if fewer than three Lieutenants are certified in all four disciplines. Lieutenants who are not designated by the Chief as Technical Rescue Technicians on or after May 1, 2008 shall continue to receive individual certification pay of \$120 per year for each of the individual disciplines (up to all four (4) of them) for which they are certified. To qualify for this pay, a Lieutenant must show proof of being certified at the technician level (by the State of Illinois, where applicable), and must maintain this certification level while receiving this specialist pay.

The Village establishes EMTB Certification pay for all officers certified as EMTB and who are not certified as EMTP as follows: \$125.00 per month.

To qualify for EMTB certification the officer must attend a school recognized by the River Forest Fire Department and successfully pass the State of Illinois approved standard Emergency Medical Technician B Course and become certified by the State of Illinois as an EMTB. Certification must be maintained by the individual to remain qualified.

The Village agrees that the training time required for employees to obtain re-certification as EMTB's shall be scheduled and conducted during the employee's regular shift in accordance with current practice.

Unauthorized loss of EMTB certification will result in termination. The parties intend the term "unauthorized loss of EMTB certification" as used in this paragraph to include (1) revocation of an employee's EMTB license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board or the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's EMTB license. Other instances of short-term loss of one's EMTB license including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system

for one or more days for other reasons shall be subject to disciplinary action. For this purpose, pro-rata loss of an employee's EMTB pay for the period of time the employee is suspended or otherwise unable to function as an EMTB shall not constitute disciplinary action. Where temporary loss of EMTB certification is for reasons specific to EMTB training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform officer duties, the employee shall be assigned to officer duties during the period of such temporary suspension of his EMTB certification.

An officer who becomes a licensed paramedic shall receive annual paramedic incentive pay added pro-rata to his base pay after he becomes fully licensed with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health, provided however, that to receive this incentive pay, the officer must remain on active status as a paramedic and maintain the appropriate paramedic license. The paramedic incentive pay shall be 6.10% over the top firefighter's base pay distributed equally over 24 pay periods.

#### **Educational Incentive Pay**

Remuneration as follows will be given annually for all approved fire science courses, provided that satisfactory evidence that the certificate or degree has been awarded is submitted to the Fire Chief prior to September 1 of the fiscal year in which the stipend is requested. These stipends will be paid no later than September 15th each year:

Certificate	\$ 500
Associate Degree	\$1,000
Bachelor's Degree	\$1,500
Master's Degree	\$1,750

Remuneration as follows will be given annually for college-level curriculums in the fields of architecture, education, and business or other non-fire related curriculums, which in the sole discretion of the Village, are believed to provide a demonstrable benefit to the Fire Department operation.

Associates Degree	\$ 800
Bachelor's Degree	\$1,200

This remuneration will be paid in the same manner as in the above paragraph. In the event an employee retires with more than 20 years of creditable service, or due to a duty-related disability, the employee shall be entitled to a pro-rated share of education incentives, at the time of separation.

#### **Grievance Procedure**

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee against the Village alleging that there has been an alleged



violation, misinterpretation or misapplication of a specific provision of this Agreement, or the inequitable application of any rule or regulation concerning routine employee conduct or duties, except that any dispute or difference of opinion concerning a disciplinary suspension or discharge or issue subject to the jurisdiction of the River Forest Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, provided that matters involving discipline, promotion or Drug and Alcohol testing as contained herein shall be considered grievance to the extent provided therein.

A grievance, as defined and timely filed, shall be processed in the following manner:

Step 1: Any employee having a grievance shall submit the grievance in writing to the Fire Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Fire Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Village Administrator or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance in a meeting within ten (10) calendar days with the grievant. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the grievant within ten (10) calendar days following the meeting. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties.

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration by written notice to the Village Administrator, as described below, within fifteen (15) calendar days of when the Village's written answer at Step 2 is due:

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Village and the Union within seven (7) calendar days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be



notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

- b. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- c. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
- d. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- e. The parties by mutual agreement may utilize expedited arbitration procedures.
- f. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is requested by the arbitrator or mutually agreed to by the parties) shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and make a decision with respect to the specific issue or issues of contract violation, misinterpretation or misapplication appealed to arbitration. The arbitrator shall be empowered to fashion a statement of the issue raised by the grievance if the parties fail to agree on a written stipulation of the issue at the arbitration hearing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village and the Union and the fire lieutenants covered by this Agreement.

Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a representative of the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. As used in this paragraph, the term "business days" shall mean Monday through Friday, excluding holidays observed by the Fire Department management staff.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a

meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of the fire lieutenant(s) whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the Village during work hours, the fire lieutenant(s) shall be released from duty to attend the meeting without any loss of pay, provided they shall remain available for emergency response.

Release time shall not be granted without prior approval of the Fire Chief or his designee for the investigation of, preparation for, or processing of any grievance, provided that such approval will ordinarily be granted where the fire lieutenant(s) involved (1) have completed assigned duties, (2) will remain at their assigned stations ready and available to respond to calls for service and (3) will conduct such activities after 1700 hours (5:00 p.m.).

### **Kelly Days**

The Fire Department shall grant employees eleven (11) Kelly Days (eleven 24-hour work shifts) off each fiscal year, to be scheduled by the Fire Chief, consistent with past practice since May 1, 1993. Kelly Days will be excluded from annual hours to reduce annual hours to 2648.

Any employee assigned to a 2,080 work schedule, shall not be eligible for Kelly Days.

### **Uniforms and Equipment**

The Employer agrees to replace clothing and equipment which it customarily issues to its employees when:

- a. The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
- b. The clothing or equipment is worn because of reasonable wear and tear.

Requests for replacement of eyeglasses and watches lost or damaged in the course of training, responding to, performing at or returning from call for fire or EMS service (and not due to the negligence of the employee) will be reasonably evaluated on a case by case basis. Replacement values shall not exceed \$100 for watches or \$250 for eyeglasses.

## **Insurance**

Coverage. The Village shall make available to non-retired employees and their dependents an HMO medical plan, a High Deductible PPO medical plan (effective October 1, 2014), life insurance, and employee-only dental coverage, through the Intergovernmental Personnel Benefit Cooperative (IPBC). In addition, the Village will offer family dental coverage commensurate with the employee-only dental coverage, provided that employees who elect such family coverage will pay the difference between the cost of the employee-only dental coverage and the family dental coverage.

All coverages referred to in this shall continue to be provided so long as they remain commercially available; if no longer commercially available, the Village shall provide coverages as close as practicable to those referred to in this Section. The Village reserves the right to change or offer alternative insurance carrier, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially the same to those which they are replacing.

Alternative Health Insurance Incentive. Effective May 1, 2014, employees who voluntarily elect to discontinue their participation in the Village's health insurance coverage due to being eligible for coverage elsewhere, the Village will provide an incentive payment as follows: alternative single coverage - \$75 per month; alternative family coverage \$125 per month. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the Village of their intent to discontinue Village health coverage. Should such an employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in Village coverage by paying the Village a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions.

High Deductible Health Plan. Effective October 1, 2014, and in lieu of the pre-existing non-high deductible health plan that will no longer be offered, the deductible amount of the High Deductible PPO medical plan will be \$2,000 for single coverage and \$4,000 for family coverage during each plan year. With the exception of those Lieutenants in the bargaining unit on 10/1/2014 (Daugherty, Bohlmann and Finnegan), the Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO medical plan through the VEBA plan to each employee's account for eligible employees in accordance with the remaining provisions of this Agreement for so long as the High Deductible PPO medical plan and VEBA plan remain in effect. In addition to the High Deductible PPO medical plan, the Village, at its sole discretion, may offer an additional High Deductible Health Plan (HDHP) in the future. During the term of this 2013-2016 Agreement, in the event any additional HDHP is offered, the Village will fund an amount toward the deductible that is equal to 50% of the applicable deductible for any such additional HDHP through the VEBA to each employee's account.

Retiree Insurance. For employees who retired prior to the execution of this agreement and for Fire Lieutenants Daugherty, Bohlmann, and Finnegan, the Village will make available to such retired employees who have at least twenty (20) years of full time service with the Village's Fire Department, who are at least fifty (50) but less than sixty-five (65) years of age, and who are not eligible for insurance from any other employer, individual and dependent coverage (where the dependents are under the age of 65) at group rates; the Village will pay 33 1/3% of retiree's

cost of the premiums. The Village will pay the 33 1/3% contribution toward the fully insured Village Medicare plan for any retiree who is eligible for Medicare. Effective January 1, 2015, PPO coverage will only be provided to retirees under the Village's High Deductible PPO medical plan. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing. It is understood that these retiree insurance benefits are not guaranteed for life but may be modified or eliminated in future Agreements.

Any firefighter promoted to Lieutenant after 10/1/2014 no longer will receive the 1/3 premium subsidy consistent with the agreement with IAFF #2391 (rank and file bargaining unit).

Cost. Effective October 1, 2014, the Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay ninety percent (90%) of the cost of premiums for full-time employee's individual and dependent group health for employees participating in the High Deductible PPO medical plan. Past practice will continue for family dental insurance. Employees desiring Village coverage will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premiums will be deducted semi-monthly from paychecks. Employees participating in the High Deductible PPO medical plan, except for those who have retired as of May 1, 2014, will receive a contribution, into the employee's VEBA, equal to 50% of the annual deductible amounts. This contribution will generally be made in two parts each year on January 1<sup>st</sup> and July 1<sup>st</sup> respectively.

Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Further, the Village reserves the right to institute the following co-insurance levels (that portion of actual medical expenses, which the employee must pay up to the employee's annual out-of-pocket maximum) for the general indemnity health plan:

	<u>General Indemnity Health Insurance Plan</u>	<u>Employee</u>
PPO Network Provider	90%	10%
Non Network Provider	70%	30%

Life Insurance. The Village shall pay the premium for fifty thousand dollars \$50,000 of term life insurance for each fire lieutenant, and shall offer an optional twenty-five thousand dollars (\$25,000.00) supplemental term life plan to be paid for by the employee through payroll deduction. Premiums will vary dependent on age.

Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide coverages as specified in this Article.

IRC Section 125 Plan. The Village shall maintain an IRC Section 125 Plan whereby employees will be able to pay: 1) for their share of dental, health and hospitalization insurance premiums with pre-tax earnings, 2) participate voluntarily in a Flexible Spending Account which allows employees to use pre-tax dollars to pay medical expenses and dependent care expenses not covered by their insurance, where said Flexible Spending Account Plan shall be implemented no later than August 1, 1998. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

### **Sick Leave**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this section. An employee who becomes injured or ill as a result of performing compensated service outside of his employment with the Village will turn over to the Village any Workers' Compensation award, sick pay or other injury or illness benefits received from such other employer and the employee will use his best efforts to collect such benefits as a condition of using sick leave for such an injury or illness. The benefit amount turned over to the Village shall not exceed the value of the Village's sick leave benefit and the utilization of the employee's accumulated sick leave benefit amount shall be credited by the sick leave which is equivalent to the workers' compensation or other benefit turned over to the Village.

Employees assigned to a 24-hour shift schedule shall earn twelve (12) hours of sick leave for each month of service. Any employee assigned to a 2,080 hour schedule, shall earn eight (8) hours of sick leave for each month of service. Sick leave shall be earned by any employee for any month in which the employee is compensated for more than 50% of their assigned hours. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief as soon as possible on the first day of such absence and every day thereafter (unless

this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

Employees shall not abuse the use of sick leave. As a general rule, the Fire Chief may require employees who have more than four (4) sick day occurrences in a fiscal year (not counting use of sick leave for illness or injury in the immediate family) to submit a doctor's verification of illness and fitness to return to duty (which can be in one doctor's statement) for subsequent uses of sick leave in that fiscal year. When an employee is off sick on consecutive multiple day absences, the absences shall be treated as only one occurrence of sick leave for the purpose of counting four (4) occurrences. Additionally, the employee shall be required to submit a doctor's slip for any sick leave absence of two (2) or more consecutive workdays (24-hour shifts or eight (8) hour days). Each fiscal year will start off with a clean slate for purposes of this general rule.

Exception to this general rule will be made under appropriate circumstances. For example, an exception may be made where four (4) or more sick leave occurrences are all related to one (1) or more known on-going illness or injury condition(s) about which the Fire Chief already has adequate medical information that proper care is being given.

Any requirement that an employee submit a doctor's verification of illness (other than for a sick leave absence of two or more consecutive duty shifts, where a doctor's slip is automatically required), will be initiated by a memo from the Fire Chief to the employee, , and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record that led to the Fire Chief's decision.

In addition to the above general rule, there may be circumstances where the Fire Chief concludes that an employee may be abusing sick leave, even prior to an employee having four (4) sick leave occurrences in the course of a given fiscal year. An example would be where the Fire Chief obtains credible information from an identifiable source that the employee is engaging in activity inconsistent with a claim of sickness. Where this is the case, the Fire Chief will initiate a requirement that future sick leave occurrences be documented with a doctor's slip by a memo from the Fire Chief to the employee, and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record and/or other information that led to the Fire Chief's decision.

Sick leave shall be used in hourly increments. Sick leave may be utilized only for the purposes specified herein. In addition, a shift employee shall be eligible to utilize up to forty-eight (48) hours per fiscal year of their accrued sick leave for illness or injury in the employee's immediate family. An employee assigned to a 2,080 hours work schedule shall be eligible to utilize up 40 hours of their accrued sick leave per fiscal year for this purpose. Immediate family for this purpose, is defined as spouse, children and parents of the employee. If the Chief reasonably suspects abuse of sick leave for family sickness or injury, the employee may be required to provide reasonable justification for such use. The extension of the use of sick leave for immediate family illness or injury shall commence on the first day of the month following the parties' execution of this Memorandum of Understanding, and the hours available for the balance

of fiscal year 2007-08 shall be pro-accordingly. Sick leave shall accrue to a maximum of 2,880 hours (the equivalent of 120, 24-hour shift days) of sick leave. Sick leave cannot be taken before it is actually earned, except as provided below.

An employee hired prior to October 1, 1988 and who becomes sick or injured due to non-duty related causes shall be carried on the payroll for up to one (1) year (as in the case of duty-related sickness or injury), even if their accumulated sick leave bank is exhausted before the end of such one (1) year period. A condition of receiving such benefit shall be that the employee, if the circumstances are such that he would be entitled to a disability pension, must apply for such pension as soon as possible, and must sign over to the Village any such disability pension benefits received for the one-year period. At the end of this one-year period, the Village Board shall vote to continue or terminate this sick pay at their discretion based on the circumstances, and such decision shall not be subject to challenge or review in any forum. Employees hired after October 1, 1988, shall be ineligible for any of the benefits provided for in this paragraph.

An employee whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. For any employee hired prior to May 1, 2013, who retires with a duty disability or after completing twenty (20) years or more of service, who has more than sixty (60) twenty-four (24) hour days (1440 hours) in his sick leave bank as of his last day of work shall be paid for any accrued but unused sick days over sixty (60) at his hourly rate of pay in effect on his last day of work, not to exceed thirty (30) twenty-four (24) hour days (720 hours). Payment shall be made within thirty (30) calendar days of when the employee starts drawing their pension. Payment of the sick leave days on retirement as provided for in this Section shall completely extinguish the employee's sick leave.

Any employee promoted after October 1, 2014, will be eligible for the annual sick leave incentive as provided for in Section 11.10 of the agreement with IAFF #2391.

An employee may be eligible for both the annual sick leave incentive and the payout at separation, provided they meet both eligibility requirements.

On or before May 10, the Fire Chief or his designee shall post a list of sick leave usage from the previous fiscal year and the bank of hours available for sick leave during the upcoming fiscal year which commenced May 1. Each employee shall have until June 10 to dispute his/her available sick leave total for that year. Employees on leave at any time during the period May 10-June 10 shall, upon their return, have additional days equal to the amount of days away during the May 10-June 10 period.

In accordance with the Family and Medical Leave Act of 1993, eligible employees may be eligible for up to twelve (12) weeks unpaid leave in the event of the birth, adoption or foster care of a child, or a serious health condition of an employee or immediate family member. Eligibility, use and administration of said leave will be subject to the official Village-wide policy provided that the provisions of the policy concerning substitution of paid leave shall not apply to duty-related illness or injury.

### **Holidays**

The following twelve (12) holidays will be paid at the applicable rate of pay attached to

the respective employee's rank and computed on an eight-hour day, forty-hour week basis:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Easter  
Memorial Day  
Flag Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Holidays are to be paid twice annually, as follows: six (6) holidays on November 15 and six (6) holidays on April 15. Any employee assigned to a 2,080 hour schedule, shall not be eligible to receive Holiday Pay, but will receive the holiday off with pay.

#### **Personal Day**

Employees will receive one (1) personal day per fiscal year, to be selected after vacations, Kelly Days and Safety Incentive Days are selected. Employees must use their personal day before the end of each fiscal year or it will be forfeited without compensation; a personal day cannot be “cashed in” for pay nor can it be carried over to the next fiscal year. Any employee assigned to a 2,080 hour work schedule, shall receive three eight (8) hour days off for the Personal Day.



## **Vacation**

Every employee, in a position covered by this agreement, shall be entitled to paid vacation time. Employees shall start to earn vacation as of their date of hire. Vacation allowances shall be earned monthly. Employees shall be awarded vacation time in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>24 Hour Shift Personnel Shifts per Year</u>	<u>40 Hour/Wk Personnel Calendar Days Per Year</u>
After five (5) years	6 shifts	18 calendar days
After seven (7) years	7 shifts	21 calendar days
After nine (9) years	8 shifts	24 calendar days
After eleven (11) years	10 shifts	30 calendar days
After eighteen (18) years	12 shifts	36 calendar days

Employees shall earn vacation allowances for any month in which they are compensated for more than 50% of their assigned hours. For the purposes of this section only, Kelly Days should be excluded from compensated hours.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation.

Employees shall be granted vacation time off with pay by the Village in accordance with departmental procedure established by the Fire Chief.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances earned during the anniversary year ending in that fiscal year (for example, an employee hired on August 1 will schedule vacation days for fiscal year 1988-89 that he earns from August 1, 1987 to August 1, 1988). In the event an employee completes an anniversary year that entitles him to additional vacation days, such additional days cannot be scheduled until after his anniversary date. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the employee. All vacation days must be taken by the end of the fiscal year in which they are to be scheduled or they will be lost, unless the Fire Chief and Village Administrator approve an exception to this rule in writing, provided, however, that if an employee was unable to take a scheduled vacation due to retirement or a workers' compensation leave of such a duration that the employee's vacation cannot be rescheduled during the fiscal year, the employee shall be paid in cash for such unused vacation days on or about the last day of the fiscal year in the case of retirement, and will be allowed to carry over such unused vacation days to the following fiscal year in the case of a workers' compensation leave.

### **Fitness Examination**

If there are any reasonable questions concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village for good reason may also require at its expense any or all employees to take a complete physical exam as often as once a year and the results of all examinations shall be made available to the employee upon request. An employee may obtain, at his own expense, a second opinion from a qualified licensed physician or other appropriate medical professional of his own choice. If there is a difference between the opinions of the medical professionals of the Village and the employee, the Village will give the medical opinion submitted by the employee fair consideration. If the employee disagrees with the Village's determination, the employee may file a grievance at Step 2.

The Village shall also pay for a physical examination for each employee every three (3) years at the employee's option. Such examination shall be scheduled during the employee's duty shift, provided manning levels do not fall below minimums set by the Chief. The Village shall be entitled to notification from the doctor that the employee is fit or not fit for duty, and whether there were any abnormalities found. The results of the examination shall be provided to the employee by the doctor. The employee will provide their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician as appropriate. The examination to be given shall be in substance the same examination as provided as of May 1, 2001, plus a strength examination.

### **Outside Employment**

Officers shall file and keep current with the Fire Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Officers may not hold outside jobs, including self-employment, which will result in a conflict of interest or impair their ability to perform their Fire Department duties.

### **Overtime and Call Back Pay**

When an employee, at the request of the Village, works a partial or full-shift which he has not been scheduled to work, or when he is called back for emergency work, he shall be compensated at one and one-half (1 1/2) times his regular rate of pay for all hours worked outside his normal shift, with a two (2) hour minimum unless the time extends to his regular shift.

Officers assigned to eight-hour shifts may be reassigned to twenty-four hour shift duty at the direction of and under guidelines established by the Fire Chief.

When an employee is requested by the Village to work additional unscheduled hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at one and one-half (1 1/2) times his regular rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen (15) minute increments.

All overtime for shift employees shall be paid on the basis of a regular straight-time hourly rate calculating by dividing an employee's annual salary by 2648. Overtime for any employee assigned to a 2080 hour schedule shall use the 2080 straight-time hourly rate.

Fire Lieutenants shall be included in all opportunities for department-wide overtime which arise from special circumstances or emergency situations.

### **Seniority**

Seniority is an employee's continuous length of service as established by his original date of hire. Seniority of rank is the continuous length of service in a rank from the effective date of the appointment to that rank. Seniority shall accumulate during all authorized leaves of absence.

Seniority shall not accumulate during unauthorized absences. Conflicts of seniority shall be determined on the basis of numerical position on the original hiring and appointing lists.

### **Classification Requirements**

#### **First Class (I)**

Appointment to rank of lieutenant by the Board of Fire and Police Commissioners; and the continuation of existing state certification as EMTB or EMTP.

#### **Second Class (II)**

Minimum of one year as lieutenant first class; acceptable completion of the following courses:

- Fire Officer I
- Haz-Mat Technician A

#### **Third Class (III)**

Minimum of two years as fire lieutenant; completion of all requirements for lieutenant second class; acceptable completion of the following courses:

- Fire Officer II

Individual class requirements may be substituted by mutual agreement between the lieutenant and the Fire Chief.

Further, both parties agree that any fire lieutenants promoted prior to December 10, 1991 shall be allowed to maintain existing classifications. All lieutenants promoted after December 10, 1991 shall comply with the requirement described above.

### **Certification Pay**

1. Any officer of the River Forest Fire Department showing satisfactory proof to the Fire Chief that he has become State of Illinois certified as Fire Officer I or Fire Prevention Officer I shall receive \$170 per month.
2. Any officer certified as above Fire Officer II or Public Fire and Life Safety Education II shall receive \$240 per month.
3. Any officer certified as above as Fire Officer III or Public Fire and Life Safety Educator III shall receive \$300 per month.

### **Indemnification**

The Village shall indemnify employees and hold them harmless from liability, including, but not limited to its payment for damages which may be adjudged, assessed or otherwise levied against employees, for actions taken by them within the scope of their employment as provided in this section. The Village shall defend employees in any civil cause of action brought against an employee arising out of the employee's conduct within the scope of the employee's employment. Legal counsel for such defense shall be selected by the Village and/or its insurance provider. To be eligible for the benefits of this Section, employees shall be required to cooperate with the Village and its legal counsel during the course of the investigation, administration or litigation of any claim arising under this Section. The Village will provide the protections set forth in this Section so long as the employee's action(s) at issue are within the scope of his/her employment and so long as the employee cooperates with the Village and its legal counsel in the defense of the action, actions, or claims. Any obligation of the Village to indemnify employees for punitive or exemplary damages shall be only as required by applicable State Statutes.

### **Safety Incentive Day**

Any employee who does not sustain an injury/illness covered under the State's Workers Compensation Act within a fiscal year (May 1 – April 30) shall be eligible for (1) safety incentive day off with pay. If an employee suffers an on-duty injury or illness covered under the State's Workers Compensation Act, after the beginning of the employee's shift but returns to work on his following scheduled shift day, the employee shall maintain eligibility for safety incentive day off with pay. Any employee assigned to a 2,080 hour work schedule, shall receive three eight (8) hour day off if he qualifies for the Safety Incentive Day. Said safety incentive day shall be scheduled in the following fiscal year with the approval of the Chief or his designee.

### **Discipline**

Disciplinary actions by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee, including off duty conduct which adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community. Any discipline ordinarily shall be of a progressive nature. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall normally assess the following penalties:

Oral Reprimand  
Written Reprimand  
Suspension  
Discharge

Disciplinary actions including oral or written reprimands imposed upon an employee may be appealed through the Grievance Procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary actions of suspension or discharge are within the exclusive jurisdiction of the River Forest Board of Fire and Police Commissioners.

The Employers agrees that employees shall be disciplined and discharged only for just cause.

Disciplinary actions recorded in the employee's personnel files shall not be used after 36 months to justify subsequent disciplinary action, except where they establish a continuing pattern of misconduct of the same type under review.

The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and after its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. If the disciplinary action may involve a suspension or discharge, copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Copies of the employee's past discipline pertinent to subparagraph D above.

The employee shall be entitled to representation at disciplinary investigation meetings and shall be given the opportunity to rebut the reasons for any proposed discipline within three (3) calendar days after the meeting.

Except pursuant to changes in state legislation or applicable judicial decision subsequent to June 1, 2004, it is understood that nothing in this section and the section dealing with Drug and Alcohol Testing shall be deemed to expand the scope of mandatory subjects of bargaining relative to suspensions and discharges beyond what they were prior to June 1, 2004.

## **Promotions**

Promotions to the rank of Deputy Fire Chief are made by appointment by the Fire Chief with the approval of the Village Administrator for a period of one-year as consistent with the Village Board's appointment of the Fire Chief at the beginning of each fiscal year. The initial appointment may not be less than one year. For example, if the individual is appointed on November 1, 2011, their initial appointment shall last until April 30, 2013.

All promotions to Deputy Fire Chief shall be made from employees in the fire lieutenant rank who have at least three (3) years of service as a fire lieutenant.

In the event the Deputy Fire Chief is not reappointed by the Fire Chief as stated above, the Deputy Chief will continue to hold their rank as Lieutenant and be reassigned to a Lieutenant position. If the Deputy Fire Chief is not reappointed, notification shall be provided at a minimum of sixty (60) days in order to provide adequate transition to Lieutenant.

The Deputy Chief may be demoted for just cause at any time; however, the individual will maintain their rank of Lieutenant and any additional discipline (such as termination) is subject to the rules for discipline in this agreement.

## **Drug and Alcohol Testing**

The Fire Chief, or his designee, may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use or abuse of prescription drugs. At the time of the order to take the test, the Fire Chief, or his designee, as the case may be, shall provide an employee who is ordered to submit to any such tests with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge. There shall be no random testing.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g. the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels) as well as objective information that any prohibited acts of this section may have been violated. A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that a witness be present at the time the order is given to the employee.

All tests will be conducted only while the employee is on duty.

The Village shall use a facility which is licensed or certified by the State of Illinois and the federal government to perform all drug and alcohol testing and shall be responsible for maintaining a proper chain of custody. The Village shall also use the services of a Medical Review Officer (MRO). The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. Urine

specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Administrator or designee. The Village shall provide the employee with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory licensed or certified by the State of Illinois and the federal government to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense, provided that (1) the employee must request such re-test within four calendar days from the day the employee is notified of the verified positive test result, and (2) the Village may place the employee on administrative leave (which may or may not be paid as provided below), pending the results of any such re-test. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice. Upon receipt of the test sample the employee's lab shall be responsible for maintaining chain of custody for any specimen used for a re-test requested by the employee.

Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood level of .04 or more grams of alcohol per 100 millimeters of blood, provided, however that an employee with an alcohol concentration of between .029 and .039 may be removed from work and placed on sick leave for a period of at least twenty-four (24) hours and may be subject to an oral or written reprimand. The cutoff standards for the determination of a positive finding of drugs shall be:

<u>SUBSTANCE</u>	<u>INITIAL TEST LEVEL</u>	<u>GC/MS CONFIRM TEST LEVEL</u>
<u>Amphetamines</u>	<u>1000 ng/mL</u>	<u>500 ng/mL</u>
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative.

The following are strictly prohibited by this policy:

1. The on duty use, sale or possession of controlled substances as well as the illegal use, sale or possession of controlled substance while off duty may subject the employee to discipline up to and including termination. "Controlled Substances" means all drugs for which the use, sale or possession is regulated by federal or state law.

2. The abuse of prescription drugs, which includes using them in a manner different from what is prescribed by the employee's health care provider, as well as the use, possession or testing over the cutoff standards for alcohol while on duty and the testing over the cutoff standards for controlled substances while on duty.

A violation of any of these prohibitions listed in paragraph two above may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense. The failure to promptly disclose to the Chief or his designee any restrictions from prescription medications upon an employee's ability to perform the employee's work safely is prohibited and may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense.

Nothing herein shall be construed to prevent an employee from asserting, or the Village or any forum considering, that there should be treatment in lieu of discipline in any proceeding. Suspensions or terminations shall be subject to the jurisdiction of the River Forest Board of Fire and Police Commissioners; lesser disciplinary action shall be subject to the grievance procedure. All other issues relating to the drug and alcohol testing process (e.g. whether there is a reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedures set forth in this Agreement.

If the test results are negative, the employee shall be compensated for all time spent on administrative leave pending the results of the test. Nothing herein prohibits disciplinary action if an employee has engaged in conduct which would warrant discipline in accordance with section on discipline independent of any suspected violation of actions prohibited by this section.

If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time spent on administrative leave related to the testing process or time the employee cannot work while seeking to become eligible to return to work.

If an employee tests positive or is otherwise determined to have a first violation of either of the prohibited acts of this section, and the Village does not seek termination for an initial violation, the employee shall not be permitted to return to work until the employee has undergone an evaluation by a qualified substance abuse professional, and has entered and successfully completed at least the initial stages of any treatment or education program recommended by that substance abuse professional. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. Following any disciplinary suspension, the employee may not return to work unless and until the employee can take and pass a return to work drug and/or alcohol test with a negative result. The employee will also be required to enter into a work agreement permitting the Village Administrator or his designee to communicate with the employee's treatment provider regarding his or her successful completion



of any treatment or education program, including unannounced follow-up testing for a period of up to one year, or as recommended by the treatment provider, with no more than six (6) tests being conducted within the first twelve (12) months following an employee's return to work.

If the employee tests positive a second time or is otherwise determined to have violated any prohibited acts of this section a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

An employee may always voluntarily seek assistance from the EAP before testing positive or being asked to submit to a test, and will not be subject to discipline for voluntarily seeking such assistance

Except for violation of any prohibited acts of this section, employees who are referred to the Employee Assistance Program, as provided above, shall not be disciplined, as long as the referred employee is pursuing in good faith any recommended therapy, and the employee may not return to work unless and until he/she can take and pass a return to work drug and/or alcohol test with a negative result.

Assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Village Administrator, and the EAP Administrator shall be the only Village personnel, informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential. Moreover, employee positive results will be treated as confidential and shared with other Village personnel only on a need-to-know basis. All information and records related to an employee's drug and/or alcohol use, or treatment and assistance records will be released by the Village only pursuant to a written authorization made and signed by the employee, to defend itself in any legal or administrative proceeding brought by the employee against the Village, or as otherwise may be required by law.

For IAFF LOCAL 2341 (Fire Lieutenant  
Bargaining Unit):

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For Village of River Forest:

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**SIDE LETTER #1**

October 27, 2014  
Mr. Mark Finnegan

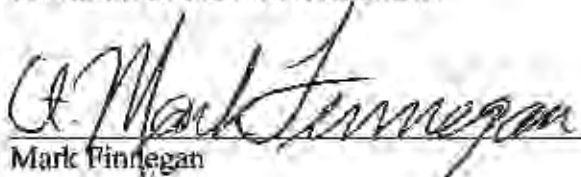
**Re: May 1, 2010 Wage Increase**

The following confirms our understanding. It is acknowledged that the additional 0.5% wage increase effective May 1, 2013 is an adjustment in recognition of a May 1, 2007 increase received by the police bargaining unit resulting from an interest arbitration award, which increase was in excess of those wages agreed to by the Village and the Fire Lieutenants for the same period. If the above is acceptable to you, please so indicate by signing on the line provided below.

On Behalf of the Village

  
\_\_\_\_\_  
Eric Palm

On Behalf of the Fire Lieutenants

  
\_\_\_\_\_  
Mark Finnegan

**SIDE LETTER #2**

October 27, 2014

Mr. Mark Finnegan

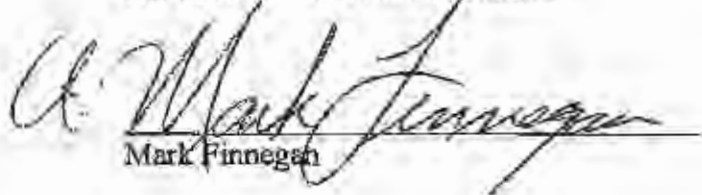
**Re: VEBA Accounts**

Within 60 days of execution of this agreement, the Village will establish Voluntary Employee Beneficiary Association (VEBA) accounts for its members. Prior to establishment of the VEBA accounts, the Lieutenants will provide the Village a list of acceptable financial contributions they would like made to their VEBA on their behalf. The unit may change their contributions once during the MOU term.

On Behalf of the Village

  
Eric Palma

On Behalf of the Fire Lieutenants

  
Mark Finnegan



## MEMORANDUM

**DATE:** June 24, 2019

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract – 2018 Green Alley Improvement Project

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**Issue:** Staff is seeking the award of a contract for the 2018 Green Alley Improvement Project.

**Analysis:** The FY19 budget included \$950,000 for the reconstruction of three alleys. Due to planned adjacent construction, grant funding and other scheduling issues, the original scope of work for FY19 was substantially minimized and only the Gale Avenue Alley was constructed. As a result, there is a significant portion of the previously allocated funds for alley construction that has not yet been utilized. Based on unexpended funds from FY19 and budgeted funds in FY20, there is an available budget of just over \$1,000,000.00 for alley reconstruction in FY20. Staff will be presenting a budget amendment to the Board at a future meeting to reflect these changes.

In addition to the Thomas Street Alley Improvement Project (submitted under separate cover) the Village has contracted with Hancock Engineering to design three other alleys for reconstruction in FY20. They include:

- The alley between Monroe and William from Lake to Quick
- The alley between Ashland and Lathrop from Linden to Lathrop (“L” shaped)
- The alley between Franklin and Ashland from Washington to Vine (“T” shaped)

The design of these alleys was recently completed and advertised for competitive bid. Similar to other recently reconstructed alleys, these have been designed to convey stormwater runoff toward the middle of the alley, where permeable pavers will be able to infiltrate the runoff into a storage layer of stone (under the pavers) to help prevent ponding. A perforated pipe will also be present under the permeable pavers to allow some stormwater to be conveyed into the sewer system during extremely heavy rain events. Given the larger scale of improvement and budgetary concerns, this project was bid with two “alternatives” or “types”. A “Type 1 Bid” represents pricing for the permeable alley with concrete pavement surrounding the pavers and a “Type 2 Bid” represent pricing for the permeable alley with asphalt pavement surrounding the pavers. Bidders were *not* required to submit both Type 1 and Type 2 bids.

On June 19, 2019, Staff received and opened eight bids. All eight included a Type 1 Bid with only three including a Type 2 Bid as well. As the attached bid tabulation indicates, MQ Construction Co. was the lowest bidder with a bid amount of \$686,295.00. In combination with the Thomas Street Alley Improvement Project bid total, the cost for alley reconstruction in FY20 comes to \$960,806.55 which is within the overall budget for alley improvements in FY20 and includes the reconstruction of four alleys instead of the originally anticipated scope of three alleys.

MQ Construction Co. has not previously worked for the Village, however, multiple references were checked and all indicated that the contractor performed well. As such, Staff recommends the award of the contract for the 2018 Green Alley Improvement Project to MQ Construction Co.

**Recommendation:** Staff recommends approval of this contract with the following motion: Motion to award a contract to MQ Construction Co. in the amount of \$686,295.00 for the 2018 Green Alley Improvement Project and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Bid Tabulation

Type 1 Bid (Concrete)				MQ Construction 4323 N. Central Ave. Chicago, IL 60634		A Lamp Concrete 1900 Wright Boulevard Schaumburg, IL 60193		Martam Construction 1200 Gasket Drive Elgin, IL 60120		Schroeder and Schroeder 7306 Central Park Skokie, IL 60076		Copenhaver Construction 75 Koppie Drive Gilberts, IL 60136		MYS, Inc. 12416 South Harlem Ave (101 Palos Heights, IL 60463		Triggi Construction 1975 Powis Rd, PO 235 West Chicago, IL 60186		Alliance Contractors 1166 Lake Avenue Woodstock, IL 60098	
ITEM NO.	ITEM	UNIT	QUANTITY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Construction Staking and Layout	L Sum	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$8,750.00	\$8,750.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$10,115.00	\$10,115.00
2	Additional Hauling Surcharge, Non-Hazardous Special Waste	Load	8	\$600.00	\$4,800.00	\$100.00	\$800.00	\$960.00	\$7,680.00	\$1,000.00	\$8,000.00	\$400.00	\$3,200.00	\$1,250.00	\$10,000.00	\$1.00	\$8.00	\$1,500.00	\$12,000.00
3	Combination Curb and Gutter Removal	Foot	600	\$6.00	\$3,600.00	\$5.00	\$3,000.00	\$14.00	\$8,400.00	\$5.00	\$3,000.00	\$7.00	\$4,200.00	\$11.00	\$6,600.00	\$10.00	\$6,000.00	\$30.00	\$18,000.00
4	Combination Curb and Gutter B6.12	Foot	600	\$26.00	\$15,600.00	\$27.00	\$16,200.00	\$38.00	\$22,800.00	\$25.00	\$15,000.00	\$27.00	\$16,200.00	\$45.00	\$27,000.00	\$40.00	\$24,000.00	\$35.00	\$21,000.00
5	PCC Sidewalk Removal	Sq Ft	700	\$2.00	\$1,400.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$2.50	\$1,750.00	\$3.00	\$2,100.00
6	PCC Sidewalk, 5"	Sq Ft	700	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$11.00	\$7,700.00	\$9.00	\$6,300.00	\$7.50	\$5,250.00	\$8.00	\$5,600.00
7	Detectable Warnings	Sq Ft	140	\$30.00	\$4,200.00	\$35.00	\$4,900.00	\$35.00	\$4,900.00	\$42.00	\$5,880.00	\$32.00	\$4,480.00	\$35.00	\$4,900.00	\$25.00	\$3,500.00	\$25.00	\$3,500.00
8	Alley Pavement Removal	Sq Yd	4150	\$12.50	\$51,875.00	\$10.00	\$41,500.00	\$20.00	\$83,000.00	\$15.00	\$62,250.00	\$20.00	\$83,000.00	\$18.00	\$74,700.00	\$20.00	\$83,000.00	\$40.00	\$166,000.00
9	Driveway Pavement Removal	Sq Yd	450	\$12.50	\$5,625.00	\$12.00	\$5,400.00	\$16.00	\$7,200.00	\$6.00	\$2,700.00	\$16.00	\$7,200.00	\$18.00	\$8,100.00	\$20.00	\$9,000.00	\$30.00	\$13,500.00
10	Incidental Hot-Mix Asphalt Pavement, 3"	Sq Yd	140	\$60.00	\$8,400.00	\$25.00	\$3,500.00	\$38.00	\$5,320.00	\$225.00	\$31,500.00	\$35.00	\$4,900.00	\$75.00	\$10,500.00	\$55.00	\$7,700.00	\$60.00	\$8,400.00
11	PCC Driveway Pavement, 6"	Sq Yd	850	\$60.00	\$51,000.00	\$65.00	\$55,250.00	\$68.00	\$57,800.00	\$48.00	\$40,800.00	\$58.00	\$49,300.00	\$75.00	\$63,750.00	\$55.00	\$46,750.00	\$76.50	\$65,025.00
12	Exploration Trench, Special	Cu Yd	10	\$100.00	\$1,000.00	\$10.00	\$100.00	\$48.00	\$480.00	\$65.00	\$650.00	\$30.00	\$300.00	\$10.00	\$100.00	\$65.00	\$650.00	\$1.00	\$10.00
13	Connection to Existing Structure	Each	4	\$750.00	\$3,000.00	\$1,000.00	\$4,000.00	\$860.00	\$3,440.00	\$1,850.00	\$7,400.00	\$1,700.00	\$6,800.00	\$900.00	\$3,600.00	\$2,000.00	\$8,000.00	\$750.00	\$3,000.00
14	Earth Excavation	Cu Yd	1400	\$80.00	\$112,000.00	\$45.00	\$63,000.00	\$48.00	\$67,200.00	\$37.00	\$51,800.00	\$55.00	\$77,000.00	\$50.00	\$70,000.00	\$50.00	\$70,000.00	\$20.00	\$28,000.00
15	Geotextile	Sq Yd	2850	\$2.00	\$5,700.00	\$2.00	\$5,700.00	\$3.00	\$8,550.00	\$1.50	\$4,275.00	\$2.00	\$5,700.00	\$3.25	\$9,262.50	\$1.00	\$2,850.00	\$1.00	\$2,850.00
16	Pervious Pavers	Sq Yd	800	\$64.00	\$51,200.00	\$67.00	\$53,600.00	\$72.00	\$57,600.00	\$69.00	\$55,200.00	\$70.00	\$56,000.00	\$70.00	\$56,000.00	\$65.00	\$52,000.00	\$60.30	\$48,240.00
17	Setting Bed Aggregate (CA-16)	Sq Yd	800	\$8.00	\$6,400.00	\$8.00	\$6,400.00	\$9.00	\$7,200.00	\$10.00	\$8,000.00	\$11.00	\$8,800.00	\$8.75	\$7,000.00	\$10.00	\$8,000.00	\$7.20	\$5,760.00
18	Infiltration Trench Aggregate (CA-11)	Cu Yd	600	\$29.00	\$17,400.00	\$45.00	\$27,000.00	\$62.00	\$37,200.00	\$40.00	\$24,000.00	\$40.00	\$24,000.00	\$72.50	\$43,500.00	\$60.00	\$36,000.00	\$44.00	\$26,400.00
19	Infiltration Trench Aggregate (CA-1)	Cu Yd	150	\$28.50	\$4,275.00	\$40.00	\$6,000.00	\$62.00	\$9,300.00	\$40.00	\$6,000.00	\$45.00	\$6,750.00	\$72.50	\$10,875.00	\$60.00	\$9,000.00	\$45.00	\$6,750.00
20	Parkway Restoration, Salt Tolerant Sod	Sq Yd	150	\$15.00	\$2,250.00	\$25.00	\$3,750.00	\$38.00	\$5,700.00	\$18.00	\$2,700.00	\$15.00	\$2,250.00	\$10.00	\$1,500.00	\$25.00	\$3,750.00	\$30.00	\$4,500.00
21	Aggregate Base Course 6", Type B	Sq Yd	2850	\$5.00	\$14,250.00	\$13.50	\$38,475.00	\$12.00	\$34,200.00	\$7.00	\$19,950.00	\$12.00	\$34,200.00	\$8.50	\$24,225.00	\$10.00	\$28,500.00	\$5.60	\$15,960.00
22	PCC Alley Pavement, 8"	Sq Yd	2850	\$61.50	\$175,275.00	\$56.00	\$159,600.00	\$62.00	\$176,700.00	\$74.00	\$210,900.00	\$72.00	\$205,200.00	\$72.50	\$206,625.00	\$75.00	\$213,750.00	\$92.50	\$263,625.00
23	Storm Sewer, 8"	Foot	275	\$80.00	\$22,000.00	\$40.00	\$11,000.00	\$66.00	\$18,150.00	\$68.00	\$18,700.00	\$65.00	\$17,875.00	\$45.00	\$12,375.00	\$70.00	\$19,250.00	\$45.00	\$12,375.00
24	Catch Basin, Type C, 2' Diameter, Type 1 Frame, Open	Each	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$2,160.00	\$2,160.00	\$3,250.00	\$3,250.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,250.00	\$3,250.00	\$3,500.00	\$3,500.00
25	Restricted depth Catch Basin, 4' Diameter, Type 1 Frame, Open	Each	4	\$3,200.00	\$12,800.00	\$4,000.00	\$16,000.00	\$3,820.00	\$15,280.00	\$5,850.00	\$23,400.00	\$2,800.00	\$11,200.00	\$5,500.00	\$22,000.00	\$6,000.00	\$24,000.00	\$5,000.00	\$20,000.00
26	Supplemental Watering	Unit	5	\$50.00	\$250.00	\$1.00	\$5.00	\$1.00	\$5.00	\$25.00	\$125.00	\$0.01	\$0.05	\$20.00	\$100.00	\$1.00	\$5.00	\$1.00	\$5.00
27	Brick Pavement Removal & Replacement	Sq Ft	525	\$12.00	\$6,300.00	\$10.00	\$5,250.00	\$15.00	\$7,875.00	\$10.00	\$5,250.00	\$15.00	\$7,875.00	\$15.00	\$7,875.00	\$16.50	\$8,662.50	\$17.00	\$8,925.00
28	Mobilization	L Sum	1	\$40,520.00	\$40,520.00	\$46,000.00	\$46,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$97,000.00	\$97,000.00	\$45,000.00	\$45,000.00	\$18,500.00	\$18,500.00	\$144,060.00	\$144,060.00
29	Trench Backfill	Cu Yd	170	\$20.00	\$3,400.00	\$40.00	\$6,800.00	\$51.00	\$8,670.00	\$47.00	\$7,990.00	\$40.00	\$6,800.00	\$40.00	\$6,800.00	\$50.00	\$8,500.00	\$40.00	\$6,800.00
30	Edge Grade Adjust	Foot	900	\$7.00	\$6,300.00	\$8.00	\$7,200.00	\$8.00	\$7,200.00	\$5.00	\$4,500.00	\$14.00	\$12,600.00	\$5.00	\$4,500.00	\$7.50	\$6,750.00	\$1.00	\$900.00
31	Construction Video Taping	Unit	6	\$150.00	\$900.00	\$700.00	\$4,200.00	\$750.00	\$4,500.00	\$250.00	\$1,500.00	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$500.00	\$3,000.00	\$300.00	\$1,800.00
32	Pavement Patch	Sq Yd	75	\$85.00	\$6,375.00	\$100.00	\$7,500.00	\$65.00	\$4,875.00	\$100.00	\$7,500.00	\$50.00	\$3,750.00	\$175.00	\$13,125.00	\$100.00	\$7,500.00	\$100.00	\$7,500.00
33	Inline Check Valve, 8"	Each	4	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00	\$2,310.00	\$9,240.00	\$4,200.00	\$16,800.00	\$2,000.00	\$8,000.00	\$2,775.00	\$11,100.00	\$4,250.00	\$17,000.00	\$1,500.00	\$6,000.00
34	Frame & Lid To Be Adjusted	Each	5	\$350.00	\$1,750.00	\$450.00	\$2,250.00	\$620.00	\$3,100.00	\$450.00	\$2,250.00	\$700.00	\$3,500.00	\$275.00	\$1,375.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00
35	Pipe Underdrains 6"	Foot	1550	\$7.00	\$10,850.00	\$35.00	\$54,250.00	\$24.00	\$37,200.00	\$42.00	\$65,100.00	\$17.00	\$26,350.00	\$26.00	\$40,300.00	\$66.00	\$102,300.00	\$30.00	\$46,500.00
36	Inverted Snout Flow Control	Each	5	\$700.00	\$3,500.00	\$800.00	\$4,000.00	\$880.00	\$4,400.00	\$2,150.00	\$10,750.00	\$700.00	\$3,500.00	\$1,200.00	\$6,000.00	\$2,150.00	\$10,750.00	\$250.00	\$1,250.00
37	6" Storm Sewer	Foot	200	\$54.00	\$10,800.00	\$50.00	\$10,000.00	\$28.00	\$5,600.00	\$64.00	\$12,800.00	\$20.00	\$4,000.00	\$26.00	\$5,200.00	\$65.00	\$13,000.00	\$44.00	\$8,800.00

As Calculated		\$686,295.00		\$694,130.00		\$766,625.00		\$770,670.00		\$834,730.05		\$842,887.50		\$869,425.50		\$1,000,000.00
As Read		\$686,295.00		\$694,130.00		\$766,625.00		\$770,670.00		\$834,730.05		\$842,887.50		\$869,425.50		\$1,000,000.00

Type 2 Bid (Asphalt)				Martam Construction 1200 Gasket Drive Elgin, IL 60120		A Lamp Concrete 1900 Wright Boulevard Schaumburg, IL 60193		Copenhaver Construction 75 Koppie Drive Gilberts, IL 60136	
ITEM NO.	ITEM	UNIT	QUANTITY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Construction Staking and Layout	L Sum	1	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$16,000.00	\$16,000.00
2	Additional Hauling Surcharge, Non-Hazardous Special Waste	Load	8	\$960.00	\$7,680.00	\$100.00	\$800.00	\$400.00	\$3,200.00
3	Combination Curb and Gutter Removal	Foot	600	\$14.00	\$8,400.00	\$5.00	\$3,000.00	\$7.00	\$4,200.00
4	Combination Curb and Gutter B6.12	Foot	600	\$38.00	\$22,800.00	\$27.00	\$16,200.00	\$27.00	\$16,200.00
5	PCC Sidewalk Removal	Sq Ft	700	\$3.00	\$2,100.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00
6	PCC Sidewalk, 5"	Sq Ft	700	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$11.00	\$7,700.00
7	Detectable Warnings	Sq Ft	140	\$35.00	\$4,900.00	\$35.00	\$4,900.00	\$32.00	\$4,480.00
8	Alley Pavement Removal	Sq Yd	4150	\$16.00	\$66,400.00	\$10.00	\$41,500.00	\$20.00	\$83,000.00
9	Driveway Pavement Removal	Sq Yd	450	\$16.00	\$7,200.00	\$12.00	\$5,400.00	\$16.00	\$7,200.00
11	PCC Driveway Pavement, 6"	Sq Yd	450	\$38.00	\$17,100.00	\$65.00	\$29,250.00	\$58.00	\$26,100.00
12	Exploration Trench, Special	Cu Yd	10	\$68.00	\$680.00	\$10.00	\$100.00	\$30.00	\$300.00
13	Connection to Existing Structure	Each	4	\$860.00	\$3,440.00	\$1,000.00	\$4,000.00	\$1,700.00	\$6,800.00
14	Earth Excavation	Cu Yd	1600	\$48.00	\$76,800.00	\$48.00	\$76,800.00	\$55.00	\$88,000.00
15	Geotextile	Sq Yd	3250	\$3.00	\$9,750.00	\$2.00	\$6,500.00	\$2.00	\$6,500.00
16	Pervious Pavers	Sq Yd	800	\$72.00	\$57,600.00	\$67.00	\$53,600.00	\$72.00	\$57,600.00
17	Setting Bed Aggregate (CA-16)	Sq Yd	800	\$9.00	\$7,200.00	\$8.00	\$6,400.00	\$11.00	\$8,800.00
18	Infiltration Trench Aggregate (CA-11)	Cu Yd	600	\$62.00	\$37,200.00	\$45.00	\$27,000.00	\$40.00	\$24,000.00
19	Infiltration Trench Aggregate (CA-1)	Cu Yd	150	\$62.00	\$9,300.00	\$40.00	\$6,000.00	\$45.00	\$6,750.00
20	Parkway Restoration, Salt Tolerant Sod	Sq Yd	150	\$38.00	\$5,700.00	\$25.00	\$3,750.00	\$15.00	\$2,250.00
21	Aggregate Base Course 6", Type B	Sq Yd	200	\$12.00	\$2,400.00	\$9.00	\$1,800.00	\$15.00	\$3,000.00
22	PCC Alley Pavement, 8"	Sq Yd	200	\$78.00	\$15,600.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00
23	Storm Sewer, 8"	Foot	275	\$66.00	\$18,150.00	\$40.00	\$11,000.00	\$65.00	\$17,875.00
24	Catch Basin, Type C, 2' Diameter, Type 1 Frame, Open	Each	1	\$2,160.00	\$2,160.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
25	Restricted depth Catch Basin, 4' Diameter, Type 1 Frame, Open	Each	4	\$3,820.00	\$15,280.00	\$4,000.00	\$16,000.00	\$2,800.00	\$11,200.00
26	Supplemental Watering	Unit	5	\$1.00	\$5.00	\$1.00	\$5.00	\$0.01	\$0.05
27	Brick Pavement Removal & Replacement	Sq Ft	525	\$15.00	\$7,875.00	\$10.00	\$5,250.00	\$12.00	\$6,300.00
28	Mobilization	L Sum	1	\$18,000.00	\$18,000.00	\$61,000.00	\$61,000.00	\$97,000.00	\$97,000.00
29	Trench Backfill	Cu Yd	170	\$51.00	\$8,670.00	\$40.00	\$6,800.00	\$40.00	\$6,800.00
31	Construction Video Taping	Unit	6	\$750.00	\$4,500.00	\$700.00	\$4,200.00	\$500.00	\$3,000.00
32	Pavement Patch	Sq Yd	75	\$65.00	\$4,875.00	\$100.00	\$7,500.00	\$50.00	\$3,750.00
33	Saw Cut (Special)	Foot	3830	\$3.00	\$11,490.00	\$2.00	\$7,660.00	\$3.00	\$11,490.00
34	Bituminous Material (Prime Coat)	Pound	700	\$0.66	\$462.00	\$1.00	\$700.00	\$1.00	\$700.00
35	Aggregate Base Course 12", Type B	Sq Yd	3200	\$16.00	\$51,200.00	\$25.00	\$80,000.00	\$15.00	\$48,000.00
36	HMA Binder Course, II 19.0 Mix D, N50	Ton	475	\$111.00	\$52,725.00	\$132.00	\$62,700.00	\$150.00	\$71,250.00
37	HMA Surface Course, Mix D, N50	Ton	350	\$116.00	\$40,600.00	\$136.00	\$47,600.00	\$170.00	\$59,500.00
38	Inline Check Valve, 8"	Each	4	\$2,310.00	\$9,240.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00
39	Frame & Lid To Be Adjusted	Each	5	\$620.00	\$3,100.00	\$450.00	\$2,250.00	\$700.00	\$3,500.00
40	Pipe Underdrains 6"	Foot	1550	\$24.00	\$37,200.00	\$35.00	\$54,250.00	\$17.00	\$26,350.00
41	Inverted Snout Flow Control	Each	5	\$880.00	\$4,400.00	\$800.00	\$4,000.00	\$700.00	\$3,500.00
42	6" Storm Sewer	Foot	200	\$28.00	\$5,600.00	\$50.00	\$10,000.00	\$20.00	\$4,000.00

As Calculated		\$671,382.00		\$704,415.00		\$775,395.05
As Read		\$671,382.00		\$704,415.00		\$776,970.05

= Corrected Value





## MEMORANDUM

**DATE:** June 24, 2019

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract – Thomas Street Alley Improvements

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**Issue:** Staff is seeking the award of a contract for the Thomas Street Alley Improvement Project.

**Analysis:** The FY20 budget includes \$300,000 for the improvement of the Thomas Street Alley. Though originally planned for construction during FY19, the possibility of adjacent construction caused this project to be delayed until FY20.

Similar to other recently reconstructed alleys, this one has been designed to convey stormwater runoff toward the middle of the alley, where permeable pavers will be able to infiltrate the runoff into a storage layer of stone (under the pavers) to help prevent ponding. A perforated pipe will also be present under the permeable pavers to allow some stormwater to be conveyed into the sewer system during extremely heavy rain events.

On May 31, 2019, Staff received and opened eight competitive bids. As the attached bid tabulation indicates, MYS, Inc. was the lowest bidder with a bid amount of \$274,511.55, which is well within the allocated budget for this project. MYS, Inc. has previously worked for the Village, most recently on the green alley construction project at the northeast corner of the Village, where they performed well. As such, Staff recommends the award of the contract for the Thomas Street Alley Improvement Project to MYS, Inc.

**Recommendation:** Staff recommends approval of this contract with the following motion: Motion to award a contract to MYS, Inc. in the amount of \$274,511.55 for the Thomas Street Alley Improvements and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Bid Tabulation



Village of River Forest  
Thomas St Alley Reconstruction  
Bid Tabulation  
5/31/2019

				MYS, Inc. 12416 South Harlem Ave (101) Palos Heights, IL 60463		Triggi Construction 1975 Powis Rd, PO 235 West Chicago, IL 60186		A Lamp Concrete 1900 Wright Boulevard Schaumburg, IL 60193		M&J Asphalt Paving 3124 S. 60th Ct Cicero, IL 60804		Martam Construction 1200 Gasket Drive Elgin, IL 60120		Abbey Paving 1949 County Line Rd Aurora, IL 60502		Schroeder and Schroeder 7306 Central Park Skokie, IL 60076		Alliance Contractors 1166 Lake Avenue Woodstock, IL 60098	
ITEM NO.	ITEM	UNIT	QUANTITY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Construction Staking and Layout	LSUM	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$4,250.00	\$4,250.00	\$5,500.00	\$5,500.00	\$4,860.00	\$4,860.00	\$3,975.00	\$3,975.00	\$2,500.00	\$2,500.00
2	Saw Cut (Special)	FOOT	450	\$2.00	\$900.00	\$2.50	\$1,125.00	\$0.01	\$4.50	\$2.00	\$900.00	\$5.00	\$2,250.00	\$1.50	\$675.00	\$3.00	\$1,350.00	\$2.00	\$900.00
3	Traffic Control, Maintenance of Traffic, Detours	LSUM	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$26,000.00	\$26,000.00	\$3,195.00	\$3,195.00	\$9,750.00	\$9,750.00	\$2,954.00	\$2,954.00
4	Additional Hauling Surcharge, Non-Hazardous Special Waste	LOAD	2	\$1,250.00	\$2,500.00	\$1.00	\$2.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$760.00	\$1,520.00	\$750.00	\$1,500.00	\$2,750.00	\$5,500.00	\$1,150.00	\$2,300.00
5	Combination Curb and Gutter Removal	FOOT	375	\$10.00	\$3,750.00	\$10.00	\$3,750.00	\$9.00	\$3,375.00	\$4.00	\$1,500.00	\$15.00	\$5,625.00	\$7.35	\$2,756.25	\$5.00	\$1,875.00	\$20.00	\$7,500.00
6	Combination Concrete Curb and Gutter, Type B-6.12	FOOT	85	\$45.00	\$3,825.00	\$40.00	\$3,400.00	\$45.00	\$3,825.00	\$28.00	\$2,380.00	\$37.00	\$3,145.00	\$27.55	\$2,341.75	\$35.00	\$2,975.00	\$61.00	\$5,185.00
7	PCC Sidewalk Removal	SQ FT	325	\$3.00	\$975.00	\$2.50	\$812.50	\$3.50	\$1,137.50	\$1.00	\$325.00	\$2.00	\$650.00	\$2.25	\$731.25	\$2.00	\$650.00	\$2.00	\$650.00
8	PCC Sidewalk, 5"	SQ FT	225	\$8.00	\$1,800.00	\$7.50	\$1,687.50	\$15.00	\$3,375.00	\$7.25	\$1,631.25	\$8.00	\$1,800.00	\$8.40	\$1,890.00	\$10.00	\$2,250.00	\$15.00	\$3,375.00
9	Detectable Warnings	SQ FT	60	\$35.00	\$2,100.00	\$25.00	\$1,500.00	\$45.00	\$2,700.00	\$30.00	\$1,800.00	\$31.00	\$1,860.00	\$22.50	\$1,350.00	\$65.00	\$3,900.00	\$25.00	\$1,500.00
10	Alley Pavement Removal	SQ YD	1820	\$17.00	\$30,940.00	\$10.00	\$18,200.00	\$10.00	\$18,200.00	\$6.50	\$11,830.00	\$18.00	\$32,760.00	\$11.85	\$21,567.00	\$25.00	\$45,500.00	\$40.00	\$72,800.00
11	Hot-Mix Asphalt Driveway Pavement, 3"	SQ YD	40	\$75.00	\$3,000.00	\$75.00	\$3,000.00	\$50.00	\$2,000.00	\$75.00	\$3,000.00	\$68.00	\$2,720.00	\$136.75	\$5,470.00	\$45.00	\$1,800.00	\$304.00	\$12,160.00
12	PCC Driveway Pavement, 6"	SQ YD	12	\$75.00	\$900.00	\$75.00	\$900.00	\$85.00	\$1,020.00	\$200.00	\$2,400.00	\$78.00	\$936.00	\$137.25	\$1,647.00	\$65.00	\$780.00	\$140.00	\$1,680.00
13	Exploratory Trench (Special)	CU YD	10	\$25.00	\$250.00	\$50.00	\$500.00	\$10.00	\$100.00	\$50.00	\$500.00	\$67.00	\$670.00	\$95.00	\$950.00	\$50.00	\$500.00	\$100.00	\$1,000.00
14	Earth Excavation	CU YD	560	\$50.00	\$28,000.00	\$50.00	\$28,000.00	\$48.00	\$26,880.00	\$50.00	\$28,000.00	\$46.00	\$25,760.00	\$65.05	\$36,428.00	\$42.00	\$23,520.00	\$40.00	\$22,400.00
15	PCC Alley Pavement, 8"	SQ YD	1555	\$72.50	\$112,737.50	\$65.00	\$101,075.00	\$58.00	\$90,190.00	\$67.00	\$104,185.00	\$66.00	\$102,630.00	\$70.05	\$108,927.75	\$82.00	\$127,510.00	\$74.00	\$115,070.00
16	Selected Granular Backfill	CU YD	175	\$35.00	\$6,125.00	\$50.00	\$8,750.00	\$10.00	\$1,750.00	\$75.00	\$13,125.00	\$47.00	\$8,225.00	\$32.00	\$5,600.00	\$37.00	\$6,475.00	\$40.00	\$7,000.00
17	Geotextile	SQ YD	665	\$3.00	\$1,995.00	\$5.00	\$3,325.00	\$2.50	\$1,662.50	\$1.00	\$665.00	\$6.00	\$3,990.00	\$1.15	\$764.75	\$5.00	\$3,325.00	\$1.00	\$665.00
18	Pervious Pavers	SQ YD	225	\$80.00	\$18,000.00	\$75.00	\$16,875.00	\$78.00	\$17,550.00	\$90.00	\$20,250.00	\$84.00	\$18,900.00	\$74.25	\$16,706.25	\$69.00	\$15,525.00	\$69.00	\$15,525.00
19	Setting Bed Aggregate (CA-16)	SQ YD	225	\$11.50	\$2,587.50	\$10.00	\$2,250.00	\$11.50	\$2,587.50	\$15.00	\$3,375.00	\$13.00	\$2,925.00	\$11.25	\$2,531.25	\$10.00	\$2,250.00	\$10.00	\$2,250.00
20	Aggregate Base Course, CA-7	SQ YD	225	\$13.50	\$3,037.50	\$10.00	\$2,250.00	\$21.00	\$4,725.00	\$14.00	\$3,150.00	\$26.00	\$5,850.00	\$13.75	\$3,093.75	\$47.00	\$10,575.00	\$10.50	\$2,362.50
21	Aggregate Base Course, CA-1	SQ YD	225	\$55.00	\$12,375.00	\$35.00	\$7,875.00	\$59.00	\$13,275.00	\$54.00	\$12,150.00	\$44.00	\$9,900.00	\$59.35	\$13,353.75	\$55.00	\$12,375.00	\$28.00	\$6,300.00
22	Utility Structure to Be Removed	EACH	1	\$500.00	\$500.00	\$350.00	\$350.00	\$500.00	\$500.00	\$370.00	\$370.00	\$460.00	\$460.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$500.00	\$500.00
23	Abandonment of Existing Storm Sewer	LSUM	1	\$750.00	\$750.00	\$1,850.00	\$1,850.00	\$5,000.00	\$5,000.00	\$1,890.00	\$1,890.00	\$3,600.00	\$3,600.00	\$2,355.00	\$2,355.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00
24	Frame and Lid, Type 1	EACH	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$550.00	\$1,650.00	\$505.00	\$1,515.00	\$480.00	\$1,440.00	\$450.00	\$1,350.00	\$480.00	\$1,440.00	\$250.00	\$750.00
25	Frame and Lid to be Adjusted (Special)	EACH	3	\$325.00	\$975.00	\$1,000.00	\$3,000.00	\$650.00	\$1,950.00	\$1,030.00	\$3,090.00	\$620.00	\$1,860.00	\$2,355.00	\$7,065.00	\$980.00	\$2,940.00	\$250.00	\$750.00
26	Pipe Underdrain, 6"	FOOT	637	\$17.00	\$10,829.00	\$58.50	\$37,264.50	\$35.00	\$22,295.00	\$59.00	\$37,583.00	\$26.00	\$16,562.00	\$69.55	\$44,303.35	\$55.00	\$35,035.00	\$42.50	\$27,072.50
27	Storm Sewer, 6"	FOOT	98	\$20.00	\$1,960.00	\$60.00	\$5,880.00	\$60.00	\$5,880.00	\$61.00	\$5,978.00	\$38.00	\$3,724.00	\$67.50	\$6,615.00	\$58.00	\$5,684.00	\$80.00	\$7,840.00
28	Storm Sewer, 8"	FOOT	5	\$75.00	\$375.00	\$65.00	\$325.00	\$75.00	\$375.00	\$63.00	\$315.00	\$67.00	\$335.00	\$155.00	\$775.00	\$60.00	\$300.00	\$90.00	\$450.00
29	Trench Backfill	CU YD	15	\$30.00	\$450.00	\$50.00	\$750.00	\$10.00	\$150.00	\$44.00	\$660.00	\$66.00	\$990.00	\$135.00	\$2,025.00	\$42.00	\$630.00	\$100.00	\$1,500.00
30	Sewer Check Valve, 8"	EACH	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$3,445.00	\$3,445.00	\$960.00	\$960.00	\$3,640.00	\$3,640.00	\$3,280.00	\$3,280.00	\$750.00	\$750.00
31	Connect Sewer to Existing Manhole	EACH	1	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$945.00	\$945.00	\$920.00	\$920.00	\$5,140.00	\$5,140.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00
32	Catch Basin, Type A,4' Diameter, Type 1 Frame,Open Lid	EACH	3	\$3,500.00	\$10,500.00	\$4,500.00	\$13,500.00	\$4,000.00	\$12,000.00	\$4,495.00	\$13,485.00	\$3,820.00	\$11,460.00	\$5,030.00	\$15,090.00	\$4,280.00	\$12,840.00	\$6,000.00	\$18,000.00
33	Parkway Restoration, Salt Tolerant Sod	SQ YD	175	\$13.00	\$2,275.00	\$25.00	\$4,375.00	\$25.00	\$4,375.00	\$25.00	\$4,375.00	\$22.00	\$3,850.00	\$27.00	\$4,725.00	\$17.00	\$2,975.00	\$40.00	\$7,000.00
34	Supplemental Watering	UNIT	5	\$0.01	\$0.05	\$1.00	\$5.00	\$1.00	\$5.00	\$110.00	\$550.00	\$1.00	\$5.00	\$325.00	\$1,625.00	\$250.00	\$1,250.00	\$60.00	\$300.00
35	Mobilization	LSUM	1	\$2,250.00	\$2,250.00	\$7,000.00	\$7,000.00	\$24,000.00	\$24,000.00	\$4,500.00	\$4,500.00	\$8,800.00	\$8,800.00	\$5,365.00	\$5,365.00	\$7,500.00	\$7,500.00	\$30,857.00	\$30,857.00

As Calculated		\$274,511.55		\$293,076.50		\$294,537.00		\$303,217.25		\$318,582.00		\$337,912.10		\$359,284.00		\$386,846.00
As Read		\$274,511.55		\$293,076.50		\$294,537.00		\$303,217.25		\$318,582.00		\$337,912.10		\$359,284.00		\$386,846.00



## MEMORANDUM

**DATE:** June 24, 2019

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Accessible Parking Space Request – 302 Gale Ave

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**Issue:** Diane Peters of 302 Gale Avenue has requested that an ADA-accessible parking space be designated along the south side of their residence. Mr. and Mrs. Peters are both handicapped and, as a result, typically park along Linden Street near their back door. With the recent installation of a No Parking Zone in this area, they are now forced to park in their garage or on Gale Avenue in front of their home.

**Analysis:** Recently, the Village Board approved the installation of a 2-hr time limit parking zone on both sides of Gale Avenue and on the south side of Linden Street near the Peters' home. The north side of Linden Street was approved for a No Parking Zone from Thatcher Avenue to Gale Avenue. The reasoning for the No Parking Zone was to maintain through-lane for emergency and winter maintenance (snow plow) vehicles.

The designation of an ADA-accessible parking space does not appear to adversely impact the recently installed parking zones.

**Recommendations:**

Staff recommends the designation of the ADA-accessible space with the following motion: Motion to designate an ADA-accessible parking space along the south side of the property located at 302 Gale Avenue in accordance with the attached ordinance.

**Attachments:**

Letter from Resident  
Recently Approved Parking Zone Exhibit  
Street View Exhibit  
Ordinance

Diane D. Peters  
302 Gale Avenue  
River Forest IL 60305

To: Jeffrey Loster  
Re: Parking at 302 Gale

Per our conversation last week I am submitting a request for a parking variance.  
My husband and I have resided at this address for 40 years. Having never had a key to the front door, we always use the more convenient back door along Linden Avenue.

We are now unable to park on Linden due to the "No Parking at Any Time" sign that has been posted there. We are on the corner, and have no driveway. Both my husband and I are handicapped and need to use our back entry where we are closer to the door and have access to railings inside the house.

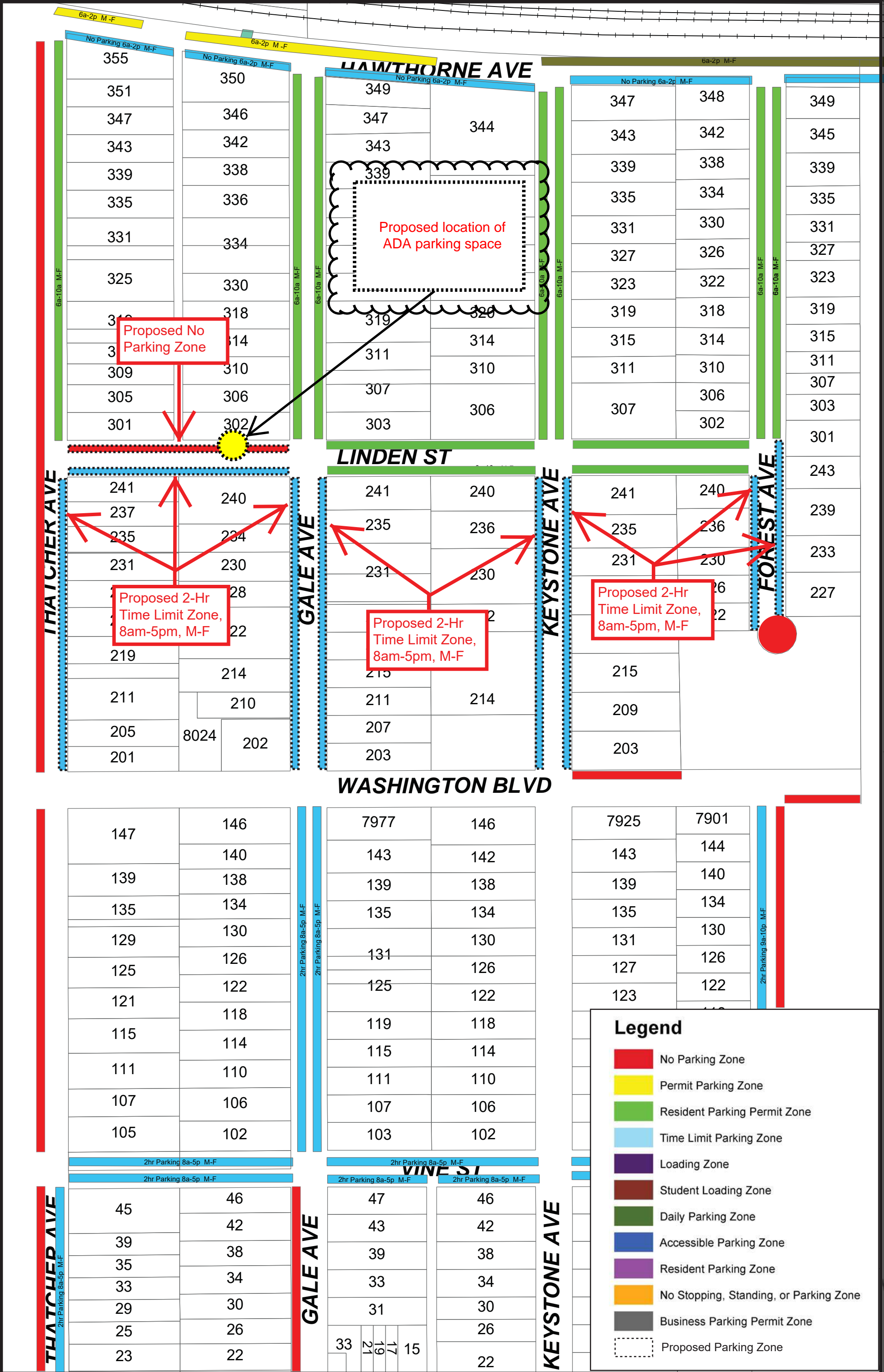
It is already difficult for me to carry groceries to the house and assist my husband to the car and house. The 2 hour parking across the street does not help me when I need to rest between multiple trips. It is particularly difficult for my husband. Both of us have taken falls walking to/from the car.

Please consider the extreme hardship this imposes when I cannot park at my own home. I ask you to please remedy the situation as quickly as possible.

Respectfully submitted,

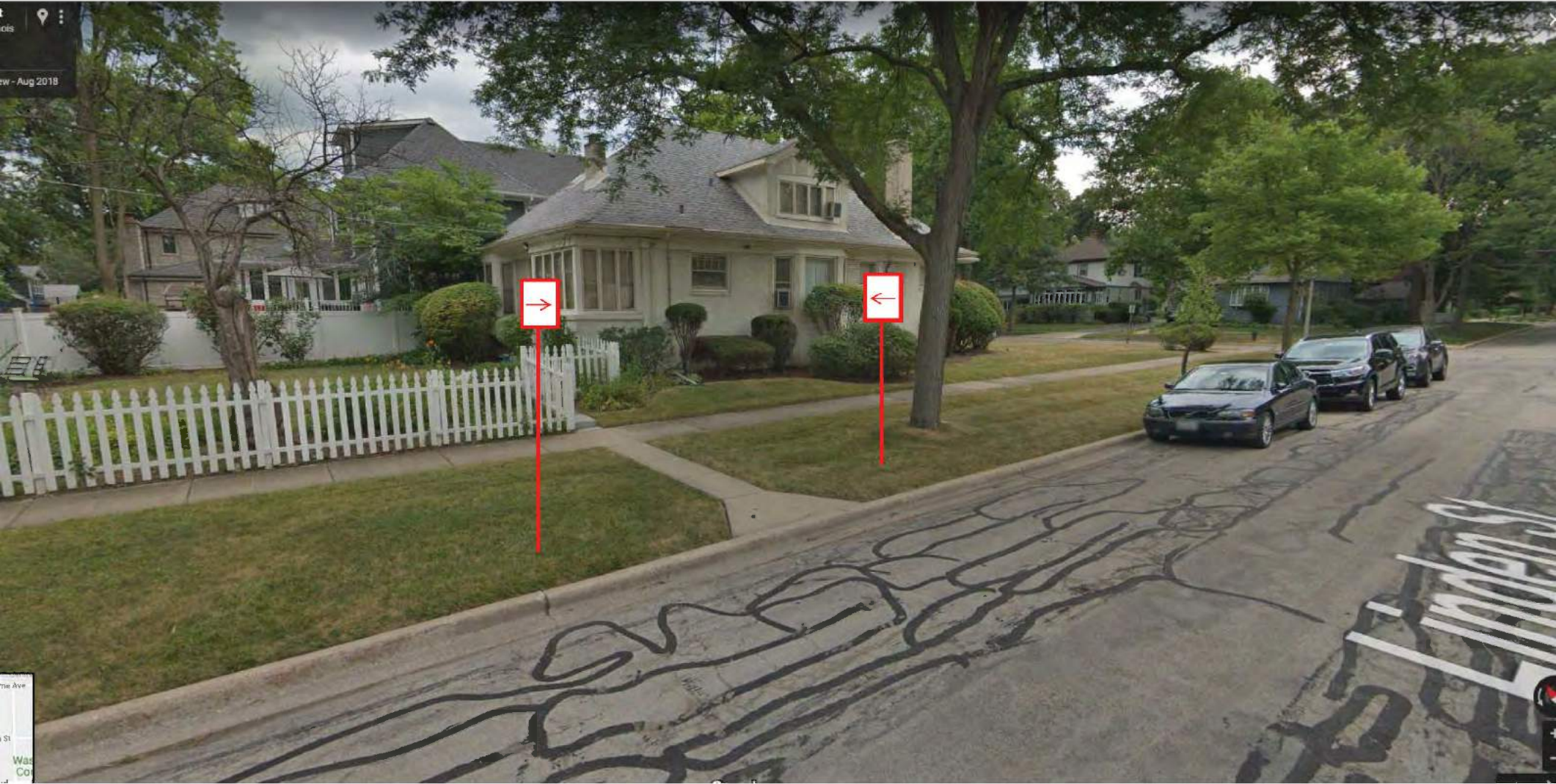
A handwritten signature in black ink that reads "Diane D. Peters". The script is cursive and fluid, with the first name "Diane" being more prominent than the last name "Peters".

Diane Peters





Chicago  
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 9, ENTITLED "TRAFFIC REGULATIONS, CHAPTER 3, ENTITLED "TRAFFIC SCHEDULES," OF THE RIVER FOREST VILLAGE CODE**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois:

**Section 1:** That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-20 thereof, entitled "Schedule 20, Accessible Parking Zones Designated" be amended by adding the following:

LINDEN STREET, the north side beginning at a point one hundred ten feet west of the west curb of Gale Avenue extending west for a distance of thirty feet.

**Section 2:** That the appropriate signage be installed in accordance with Section 1.

**Section 3:** That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby expressly repealed.

**Section 4:** This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24th day of June, 2019, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 24th day of June, 2019.

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Catherine Adduci, Village President

ATTEST:

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Kathleen Brand-White, Village Clerk

# Village of River Forest



## POLICE DEPARTMENT MEMORANDUM

**TO:** Eric Palm- Village Administrator

**FROM:** James O'Shea- Chief of Police

**DATE:** June 5, 2019

**SUBJECT:** May 2019 Monthly Report

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### Crime Statistics

The month of May 2019 showed a 3% decrease in Part I offenses in comparison to May 2018. There was a 3% decrease in Part II reported crimes compared to May 2018. A reduction in Burglary and Burglary to Motor Vehicle incidents contributed to the decrease in Part I crimes. A decrease in misdemeanor traffic offenses contributed to the Part II figures. Year to date statistics include a no increases in Part I offenses and a 1% increase in Part II crimes.

	May 2019	May 2018	Diff. +/-	% +/-	YTD 2019	YTD 2018	Diff. +/-	% +/-
<b>Part I*</b>	28	29	-1	-3%	93	93	0	0%
<b>Part II**</b>	89	92	-3	-3%	340	336	4	1%
<b>Reports***</b>	197	172	25	15%	752	755	3	-1%
<b>Events****</b>	1,249	1,575	-326	-20%	5,211	8,598	-3,387	-39%

\**Part I Offenses* include homicide, criminal sexual assault, robbery, aggravated battery, burglary, theft, and motor vehicle theft.

\*\**Part II Offenses* include simple battery, assault, criminal trespass, disorderly conduct, and all other misdemeanor and traffic offenses.

\*\*\**Reports* (new category as of September 2015) include total number of reports written by officers during the month.

\*\*\*\**Events* (new category as of September 2015) include all activities conducted by officers, including foot patrols, premise checks, traffic stops, and all other calls for service not included as PART I and PART II offenses.

## **Town Center**

The Police Department conducted one hundred twenty-five (125) calls for service at the Town Center properties in May 2019; of those calls there were twenty (20) reported crimes, which included seven (7) Retail Thefts, one (1) Theft, and twelve (12) Panhandler/Criminal Trespass events. Calls for service at the Town Center were down 16% in comparison to May 2018, and criminal activity was down 34% in comparison to May 2018.

## **Collaboration and Relationship Strengthening**

- Midnight and Afternoon shifts continued extra patrols of parks after hours for curfew, underage drinking, illegal use of narcotics, or other illicit activity.
- Extra traffic missions conducted on Thatcher due to accidents and citizen complaints.
- Extra traffic missions conducted at and near school zones and Lake St. business district.
- Extra foot patrols conducted at parks during sporting or other community events.
- Extra one-way only enforcement at Ashland and Oak during school hours.
- Attended Administrators Forum hosted by Village of River Forest.
- Attended NIPAS Annual Meeting in Des Plaines.
- Participated in new Village Trustee orientation.
- Attended graduation of Sgt. Mike Swierczynski from Northwestern Police Staff and Command program.
- Hosted collaboration meeting with Cook County Sheriff's Department and WSCDC member agencies reference software interface and analytics opportunities.
- Attended District 90 Annual Safety Meeting.
- Hosted meeting with new Cook County State's Attorney's Office 4<sup>th</sup> District Supervisor, Ruth Gudino.
- Attended WSCDC monthly Operations Committee meeting in Oak Park.
- Officers conducted child safety seat inspections.
- Additional patrols and other high visibility strategies at area houses of worship.
- Extra watches at 000- Block Lathrop Ashland Alley.
- Extra watches at 351 and 355 Thatcher.
- Extra watches at various locations, including: Metra Lots, 1040 Harlem Avenue, 1200 block of William and 7411 Lake.
- Patrol shifts conducted Traffic Enforcement missions on Chicago Avenue and Division Street in response to an increase in accidents in those areas.
- Officers facilitated a ride-alongs for citizens, including people completing the Entry Level Police Officer testing.
- Officers assisted with the St. Vincent's Church 5K, Blaze A Trail 5K, NCAA Baseball Tournament at Concordia University, and the Spring Recycling Event.



- All officers contributed to the successful 94<sup>th</sup> Annual Memorial Day Parade, which was led by the Department's Honor Guard.



### **School and Community Support**

During this period, the SRO/CSO Division continued to focus on addressing safety and security concerns by meeting with community organizations and schools. Some of these concerns included general traffic, construction related hazards, and personal safety related issues.

#### **Ordinance Enforcement Officer Activity Summary for May 2019**

<b>Bank/Metra</b>	17 assignments / 2.5 hours
<b>Errands</b>	6 assignments / 5.1 hours
<b>Local Ordinance Enforcement / Citations</b>	0 assignments / 15 min
<b>Parking Citations</b>	122 citations
<b>Fingerprinting assignments</b>	2 assignments / 40 min
<b>Administrative Duties</b>	9 assignments / 30 hours
<b>Animal Calls</b>	4 assignments / 2 hours
<b>Vehicle Service</b>	7 assignments / 4.8 hours
<b>Crossings</b>	10 assignments / 5.1 hours
<b>Bond Hearing / Court</b>	18 assignments / 20 hours
<b>Other Assignments</b>	14 calls / 33.2 hours
<b>Adjudication / Red Light Hearing</b>	2 assignments / 3.5 hours

The OEO conducted parking enforcement throughout the Village, resulting in 122 tickets for:

Time Limit	27
No Parking Anytime	9
Vehicle License	24
Fire Lane/Hydrant	3
Handicapped	4
Resident Only Zone	4
Permit Parking Only	3
Daily Parking Fee Zone	37
Other Parking Offense	11
<b>TOTAL</b>	<b>122</b>

#### **School Resource/Community Service Officer Activity Summary for May 2019**

Written Reports	3 reports/1 C Tickets
Foot Patrols / Premise Checks	22
I-Search and Too Good For Drugs Activities	21 classes
Calls for Service	4 calls for service
Other Assignments	4 assignments/8 hours
Special Assignments	16 assignments /69 hours (see below)

#### **School and Community-Support Activity Highlights for May 2019**

Ofc. Ransom completed the following:

- Drove a student to Grace Lutheran for the Police Ride Auction Prize on 05/01/19.
- Attended Court on 5/1/19 – Trial case #18-00534.
- Met with members of the “Great Neighbors Program” to learn about the program and inform the department of the new resource.
- Completed Report 19-00564 for a parent harassing D90 faculty members.
- Completed Report 19-00565 for a bullying issue at St. Luke’s.
- Completed Know-Be-4 online training on 05/03/19.
- Attended Designer Drug training on 05/06/19.
- Presented on Scams and Fraud for Celebrating Seniors Week on 05/08/19.
- Attended Positive Youth Development (PYD) meeting on 05/08/19.
- Attended Youth Network Council meeting on 05/09/19.
- Completed MEGGITT training on 05/09/19.
- Met with local family on 05/09/19 to counsel a juvenile about her recent poor behavior at school and at home. Supplemental report completed 19-0600.

- Checked businesses regarding the sale and availability of CBD oil in River Forest on 05/09/19.
- Met with Dick Chappell for monthly check-in on 05/09/19.
- Drove 2 students to Lincoln School for “Auction Ride” on 05/13/19.
- Attended Elderly Services Officer training on 05/13/19-05/15/19.
- Vacation from 05/16/19 – 05/28/19.
- Submitted June E-News entry on 05/31/19.
- Attended In-Service Training – DUI refresher and defensive tactics.
- Participated in Honor Guard for Memorial Day Parade.
- Conducted daily premise checks of businesses and schools.
- Monitored school daily drop-off and pick-up.
- Taught ISEARCH classes at the following schools:
  - 4 classes at Grace Lutheran on 05/02/19
  - 2 classes at Lincoln on 05/07/19
  - 1 class at Grace Lutheran on 05/09/19
  - 2 classes at Lincoln on 05/10/19
  - 6 classes at Roosevelt on 05/30/19
  - 6 classes at Roosevelt on 05/31/19

### **Upcoming School and Community-Support Activity Highlights for June 2019**

Ofc. Ransom will:

- Adjust to summer hours of 1000-1800 Hrs. mid-June 2019.
- Teach CPR class at RFPD for in-service training on 6/3/19 and 06/06/19.
- Attend Maybrook Trial – 18-00534.
- Give Kindergarten students from Lincoln a tour of the station on 06/05/19.
- Attend a Junior Police Academy meeting with OPPD Sgt. Rygh.
- Attend CCRT Meeting at Dominican University.
- Implement “Free Shoplifting Ride” sign program at our businesses.
- Meet with RF Temple staff about safety concerns.
- Follow-up with D90 about on-going crossing guard attendance issues.
- Attend CCRT training with members of Dominican University from 06/10/19 – 06/14/19.
- Attend SRO training from 06/17/19 – 06/21/19.

Sgt. Grill will:

- Assist with Red Light hearings.
- Assist with Adjudication hearings and manage caseload.
- Manage movie and commercial film details, permits, and requests.
- Assist with Information Technology projects.

- Address subpoenas, FOIA requests and other records requests for various sources of police video used in police response and criminal investigations.
- Manage various grant activities.
- Assist with Vehicle Maintenance and Equipment.

OEO Raymond will:

- Monitor parking issues near the various schools.
- Adjust his hours to 0745-1615 Hrs. to monitor unstaffed school crossings on Lake St. until school is out for the summer.
- Monitor parking issues near the River Forest Community Center.
- Monitor and enforce parking regulations in Daily Fee, Time Zone, Resident Only Zones, and Handicapped Parking Only Areas etc.
- Assist with Court records communications.
- Assist with Animal control.
- Administer traffic control services during Fire and Police related events.
- Continue to utilize the Automated License Plate Reader to increase efficiency and effectiveness of parking enforcement efforts in an effort to gain better community compliance.

Active Solicitor Permits		
Individual or Organization	Description	Expires
Constellation Exelon	Utility Services	26-July-19
Constellation Exelon	Utility Services	20-Aug-19
IGS Energy	Utility Services	02-Aug-19
Power Home Remodeling	Home Repair	01-Oct- 19

## **Budget and Fiscal Monitoring**

### **May 01 – May 31, 2019**

May is the first month of the new Fiscal Year 2020. During the month of May, parking citation revenue was higher than monthly average projections of \$13,530 for the fiscal year (FY 2020). Administrative tow revenue was slightly higher than FY 2020 monthly projections of \$10,754, and local ordinance revenue was lower than the monthly average of \$399 for FY 2020. Overtime costs were slightly higher than the monthly projections of \$15,021 for FY 2020. This was due to the additional overtime expenses incurred annually for the staffing of the Memorial Day Parade. We will be monitoring and reporting any notable patterns or anomalies that occur during FY 2020.

### Revenue/Expenditure Summary

Category	Total # Paid FY20 5/19	Total # Paid FY20 Y-T-D	Expenditure/ Revenue FY20 5/19	FY20 Y-T-D Expenditure/Revenue
Parking/Compliance Citations	341	341	\$25,335	\$25,335
Admin. Tows	22	22	\$11,000	\$11,000
Local Ordinance	2	2	\$225	\$225
Overtime	265 hrs.	265 hrs.	\$17,329	\$17,329

### Significant Incidents and Notable Arrests:

#### **19-00560                      Assault/Criminal Trespass**

On May 1, 2019, River Forest units were dispatched to the Shell Gas Station, 7201 North Avenue, regarding a person harassing customers. Officers arrived and located the 45-year old man from Chicago. According to the clerk and witnesses, the man caused a disturbance and threatened customers and staff. The offender was arrested and later charged with Assault and Disorderly Conduct. The offender posted bond and was released.

#### **19-00587                      Hit and Run/DUI**

On May 5, 2019, River Forest units responded to a call of a hit and run that had just occurred on North Avenue at Harlem Avenue. The vehicle was located and stopped on North Avenue in Oak Park. The driver, a 26-year old male from Chicago, was arrested for leaving the scene of an accident and DUI. The driver refused to complete Standardize Field Sobriety Tests and refused to provide a breath sample. He was processed and later released on bond.

#### **19-00602                      Driving on a Suspended License**

On May 8, 2019, a River Forest Officer was conducting traffic enforcement near Monroe and Division, due to citizen complaints of vehicles speeding and not stopping at the stop signs in the area. The officer observed a vehicle fail to come to a complete stop at the stop sign. The officer stopped the vehicle and the driver was a 40-year old male from Elmwood Park. The driver had five different suspensions on his driver's license. The male was arrested for Driving on a Suspended License and later released on bond.

#### **19-00612                      Warrant Arrest**

On May 9, 2019, a River Forest Officer was flagged down by DSW employees about an attempted retail theft that just occurred at DSW, 7231 W. Lake Street. A 48-year old female from Chicago matched the suspect description and was detained for the investigation. It was learned that the female was unsuccessful in her retail theft attempt at DSW but was found to be wanted by three other jurisdictions for Retail Theft-related offenses. The female was arrested and turned over to one of those jurisdictions.

**19-00634                      Aggravated DUI/No Valid DL/Warrant**

On May 13, 2019, a River Forest Officer stopped a vehicle for several IVC violations on Lake Street at Harlem Avenue. The driver, a 47-year old male from Hanover Park, showed signs of impairment, indicated further impairment on Standardize Field Sobriety Tests, and was arrested for DUI. The driver provided a breath sample of .272 BAC, over three times the legal limit. The driver did not have a valid driver's license and had a Retail Theft Warrant from DuPage County. He was processed and transported to bond hearing.

**19-00656                      Aggravated Speeding/Reckless Driving**

On May 18, 2019, a River Forest Officer stopped a vehicle for several IVC violations, to include driving 77mph in a 25mph zone, on the 400 block of Thatcher. The driver, a 20-year old female from River Grove, was arrested for aggravated speeding and reckless driving. She was processed, cited, and released on bond.

**19-00659                      Criminal Trespass to Property**

On May 18, 2019, a River Forest Officer patrolling the in the area of the Town Center observed a 36-year old male from Maywood suspiciously entering and exiting from stores without purchasing anything. The officer recognized the male as having been previously issued a Criminal Trespass Warning banning him from the Town Center due to various prior criminal offenses. The male was arrested for Criminal Trespass to Property and later released on bond.

**19-00697                      Criminal Trespass/Warrant**

On May 25<sup>th</sup>, 2019, a River Forest Officer was conducting a premise check at Jewel, 7525 Lake Street, when the officer observed a 49-year old woman from Chicago standing by the entrance of the store. The Officer knew the subject was banned from the property from previous encounters. The offender had in her possession multiple bottles of beer that she had just stolen from the store. When the Officer attempted to arrest the offender, she began to spit towards officers and resisted arrest. Officers were able to place the offender in custody. The offender continued to spit towards officers at the station. The offender was charged with Criminal Trespass, Resisting a Peace Officer, and an arrest warrant out of Chicago. The offender was later transported to bond hearing.

**19-00723                      Retail Theft**

On May 29, 2019, a River Forest Officer was conducting a premise check at Jewel, 7525 Lake Street, when the officer was flagged down by Jewel employees reference a retail theft that just occurred. The offender, a 25-year old woman from Stone Park, attempted to flee on foot. Officers located the offender hiding behind a dumpster. The offender had in her possession numerous items she had stolen from Jewel. The offender was arrested and later charged with Retail Theft and a warrant out of DuPage County for Retail Theft. The offender was later transported to bond hearing.

**19-00721                      Stolen Vehicle Arrest**

On May 28, 2019 a River Forest Officer patrolling in the Town Center located a vehicle reported stolen from Markham after receiving notification from an Automated License Plate Reader (ALPR). The officer arrested the



driver, a 56-year-old female from Chicago, for Possession of a Stolen Motor Vehicle, and a passenger, a 45-year-old female from Chicago, for Criminal Trespass to Vehicle.

#### **19-00729 DWLS**

On May 30, 2019, a River Forest Officer was on patrol when he was alerted by the in-car License Plate Reader (LPR) of a vehicle with a suspended license plate that was traveling on the 800 block of Harlem. The officer confirmed the information and stopped the vehicle at Harlem Avenue and Division. A name check of the driver, a 43-year-old male from Broadview, revealed his license was suspended and he was arrested for DWLS. He was processed and released on bond.

The following chart summarizes and compares the measured activity for all three Patrol Watches during the month of May 2019:

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230
Criminal Arrests	5	6	6
Warrant Arrests	2	2	4
D.U.I Arrests	8	0	0
Misdemeanor Traffic Arrests	3	9	12
Hazardous Moving Violations	68	118	94
Compliance Citations	24	51	29
Parking Citations	200	14	23
Traffic Stop Data Sheets	84	178	141
Quasi-Criminal Arrests/ L.O	1	3	5
Field Interviews	22	38	51
Premise Checks/Foot Patrols	287	239	264
Written Reports	41	75	96
Administrative Tows	10	4	7
Booted vehicles	0	0	0
Sick Time used (in days)	1	1	3

#### **Detective Division**

Detective Sergeant Labriola worked fifteen (15) days performing detective duties.

Detective Fries worked eighteen (18) scheduled days performing detective duties.

Detective Sergeant Labriola and Detective Fries both attended a one-day In-Service training held at the River Forest Police Department. As a result of the training, both were reassigned one day to maintain the minimum on a patrol shift.

Detective Sergeant Labriola and Detective Fries completed MEGITT training at the River Forest Police

Department.

Detective Fries attended a 16-hour Sexual Assault Investigator class.

Detective Sergeant Labriola completed numerous Certificates of Purchase from O'Hare Towing.

Detective Sergeant Labriola was activated for a WESTAF callout for a homicide in Westchester.

Detective Sergeant Labriola and Detective Fries organized the major case cage, disposed of evidence and prepared numerous bicycles to be donated to multiple non-for profit organizations.

During the month of April, the Detective Unit opened up/reviewed eighteen (19) cases for potential follow-up. Of those cases, four (4) were Administratively Closed, nine (9) were Exceptionally Cleared, five (5) are Pending and one (1) was Cleared by Arrest. The Unit also continued to investigate open cases from previous months, as well as assisted the Patrol Division in multiple cases reported in the month of May.

### Year to Date Arrest Statistics

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
8	4	6	2

### May 2019 Case Assignment Summary

Part I	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Residential Burglary	1						1		
Burglary from Motor Vehicle	1					1			
Burglary	2						2		
Stolen Motor Vehicle	1					1			
Theft Under \$500	4					4			
Theft Over \$500	1						1		
Part I Total	10	0	0	0	0	6	4	0	0
Part II	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except Clear	Pend	Refer	Unfound
Retail Theft	5		2			2	1		
Fleeing and Eluding	1					1			
Criminal Damage to Property	1		1						
Warrant	1	1							
Suicide	1		1						
Part II Total	9	1	4	0	0	3	1	0	0
TOTALS	19	1	4	0	0	9	5	0	1



### May 2019 Juvenile Arrests

Offenses	Adjusted	Cited	Petitioned	Referred
<i>No Juvenile Arrests</i>				
Total (0)	0	0	0	0

### New Investigations

#### 19-00579-Theft Under \$500

On May 3, 2019 a River Forest officer took a report of a Theft that occurred at the Loyola Gottlieb Outpatient Center located at 7617 North Ave. The director of the facility related that it was believed one of the employees took \$425 from a cash box between May 2, 2019 at 8:00PM and May 3, 2019 at 7:30AM. However, there is no video surveillance. The employee quit working the facility shortly after the Theft and refused to be interviewed by the facility's investigator. The facility did not wish to pursue the incident since the suspected employee resigned. As a result, the case will be Exceptionally Cleared.

#### 19-00580-Theft Under \$500

On May 3, 2019 a River Forest officer took a report of a pickpocket at the Jewel/Osco located at 7525 Lake St. that occurred on May 3, 2019 between 3:30PM and 4:15Pm while she shopped inside the store. The victim had her wallet stolen, and her credit cards used at Target in Oak Park. After speaking with the victim, she declined to pursue the incident and refused to call me back. As a result, the case was Exceptionally Cleared.

#### 19-00597-In-State Warrant

On May 07, 2019 at approximately 1:32PM River Forest Investigators were in the Town Center when they observed a subject standing near the Starbucks, and it appeared to be in the need of medical attention. A check of the subject, a 25-year-old male from Worth revealed he had two active warrants from Will County. He was taken into custody and extradited.

#### 19-000628-Retail Theft

On May 12, 2019 at 6:22PM River Forest officers responded to Walgreen's located at 7251 Lake St. The offender took multiple packages of pain medication. There was no exact known loss, and the manager could not provide video surveillance. As a result, the case was Exceptionally Cleared.

#### 19-000629-Retail Theft

On May 12, 2019 River Forest officers responded to DSW located at 7321Lake St. in reference to a Retail Theft where the offenders took multiple pairs of shoes on May 12, 2019 between 4:35Pm and 4:40PM. Investigators disseminated a Critical Reach attempting to identify the offenders, and spoke with the registered owner of the vehicle used. However, the store never provided a copy of the video surveillance, and the store manager advised she was too busy to assist any further. As a result, this case was Exceptionally Cleared.

#### 19-000631-Retail Theft

On May 12, 2019 at 9:56PM River Forest officers responded to Walgreen's located at 7251 Lake St. in reference to

a male subject who took approximately \$90 worth of toiletries and cosmetics. The offender could not be located and Walgreen's provided video surveillance of the subject. A Critical Reach was disseminated in an attempt to identify the offender but he could not be identified with the assistance of surrounding law enforcement agencies. As a result, the case will be Administratively Closed.

#### **19-00633-Theft Under \$500**

On May 13, 2019 at 1:02AM River Forest officers responded to the 000 block of Park in reference to a Domestic Dispute. It was determined that the caller's girlfriend took some of his personal belongings. However, she returned them the next night. As a result, the victim signed a refusal to prosecute and the case was Exceptionally Cleared.

#### **19-000631-Retail Theft**

On May 16, 2019 River Forest officers responded to the CVS located at 7929 North Ave. in reference to a Retail Theft where a female subject took approximately \$245 worth of alcohol from the store on May 16, 2019 between 11:11AM and 11:12AM. A Critical Reach was disseminated in an attempt to identify the offender and the vehicle but she could not be identified with the assistance of surrounding law enforcement agencies. As a result, the case will be Administratively Closed.

#### **19-00663-Theft Under \$500**

On May 19, 2019 a resident in the 1100 block of Keystone reported that she had a package containing four dresses valued at a total of \$400 taken from her doorstep. Video surveillance displayed it was taken by a male subject on May 19, 2019 at 7:22PM who left the area in a red vehicle. A Critical Reach was disseminated in an attempt to identify the offender and the vehicle but she could not be identified with the assistance of surrounding law enforcement agencies. The victim was reimbursed and as a result did not want to pursue the incident. Therefore, the case was Exceptionally Cleared.

#### **19-00671-Burglary from Motor Vehicle**

On May 20, 2019 a River Forest officer responded to the Jewel/Osco located at 7525 Lake St. for a Burglary to Motor Vehicle report. The victim observed a female subject inside of her vehicle on May 20, 2019 at 6:07PM, and when she checked her vehicle, her wallet was missing. Street cameras showed the female offender leaving the scene W/B Lake St. and S/B Lathrop. The victim failed to return any phone calls and as a result, the case was Exceptionally Cleared.

#### **19-00673-Stolen Motor Vehicle**

On May 21, 2019 a resident in the 400 block of William reported that his van was stolen from inside of a common area parking garage in his condominium building between May 20, 2019 at 2:45Pm and May 21, 2019 at 8:45AM. He suspected that his niece took the van with her boyfriend. Investigators located the van on May 22, 2019 in the 300 block of N. Laramie in Chicago. The victim signed a refusal to prosecute form and the case was Exceptionally Cleared.

#### **19-00685-Residential Burglary**

On May 23, 2019 a River Forest officer took a Residential Burglary report in the 400 block of Ashland where the victim related that on May 23, 2019 between 6:00AM and 5:13PM and unknown offender(s) forced entry into her condominium unit and removed approximately \$5,000 in USC and multiple pieces of jewelry. Investigators have reviewed surveillance from the exterior of the building but have not noticed anything suspicious. A check for the jewelry through LeadsOnline was negative. This case is still Pending.

#### **19-00693-Theft Over \$500**

On May 24, 2019 a River Forest officer responded to the River Forest Police Department for a victim who related that while she was at an estate sale in the 900 block of Lathrop on May 24, 2019 at approximately 12:30PM, she placed her iPhone 8 on a desk, and an unknown offender took it. She did not realize it was missing until approximately 1:15PM. A check of LeadsOnline and EcoATM was negative. This case is still Pending.

#### **19-00699-Burglary**

On May 25, 2019 a River Forest officer responded to a residence in the 1200 block of William in reference to a Burglary to garage report. The victim reported that between May 23, 2019 at 8:00AM and May 25, 2019 at 11:00AM and unknown offender(s) entered the unlocked garage and removed a bicycle from inside. A check of LeadsOnline was negative but the case is still Pending.

#### **19-00701-Burglary**

On May 25, 2019 a River Forest officer responded to a residence in the 1200 block of William in reference to a Burglary to garage report. The victim reported that between May 22, 2019 at 12:00PM and May 23, 2019 at 12:00PM and unknown offender(s) entered the unlocked garage and removed a bicycle from inside. A check of LeadsOnline was negative but the case is still Pending.

#### **19-000711-Retail Theft**

On May 26, 2019 at approximately 7:11PM River Forest officers responded to Walgreen's located at 7251 Lake St. in reference to a Retail Theft. The male offender took a phone charger and headphones from the store. He was unable to be located, but on May 27, 2019 the River Forest officer who took the report and viewed the video surveillance observed a subject matching the description and wearing the same clothes while he was at Whole Foods. The subject was identified as an 18-year-old male from Forest Park. He was placed in a photo lineup, and the Walgreen's employee who witnessed the Retail Theft positively identified him as the offender. He is actively being sought, and the case is still Pending.

#### **19-00074179-Suspicious Vehicle**

On May 22, 2019 at 2:40PM Investigators were in the River Forest Town Center when they observed a suspicious vehicle near the Walgreen's. The vehicle committed multiple IVC violations, and it was stopped in the Town Center. Investigators observed numerous items associated with the use of heroin in plain view inside of the vehicle. A consent search was completed and Investigators located residual amounts of suspect heroin, numerous hypodermic needles, merchandise believed to be stolen, and multiple items commonly used to ingest heroin. All three occupants, a 30-year-old male from Orland Park, a 30-year-old female from Joliet, and a 34-year-old female from Joliet were sent on their way with a warning. The contraband was properly disposed of.

## Old Cases

### 19-00352 & 19-00535-Theft

Investigators were able to identify the offender, a 52-year-old male from Chicago in both of these cases who has a history for pickpockets. He was identified in both sets of video surveillance, and was taken into custody at court on unrelated charges. The Cook County Felony Review Unit approved one count of Unlawful Possession of a Credit Card in both cases. The case was indicted at the Grand Jury on May 30, 2019.

### 19-00353-Aggravated Sexual Assault

Investigators have spoken to all of the potential witnesses involved, obtained numerous emails and photographs. Investigators spoke to the complainant who advised he will continue to seek permission from his physicians to release his records. The complainant was advised that without further information or evidence the case could not be prosecuted. The complainant obtained release forms from his therapists and physicians who could not corroborate his sexual abuse claims. Investigators met with the complainant and advised him the case will be closed. This case is determined to be Unfounded.

### 17-02025-Homicide

Investigators received information from a subpoena sent to Sprint. From the information they were able to identify another person of interest's cellular telephone number. A subpoena from that phone number was sent to the grand jury and Investigators are waiting to receive it to send to the phone carrier.

## Training

During the month of May 2019, twenty-six (26) officers attended training classes for a total of four hundred and thirteen (413) hours of training. The Department members, courses, and total number of hours included in the course are detailed below.

Officer Name	Course Title	Start	End	Hours
Swierczynski	Staff and Command	04/29/2019	05/10/2019	80
Humphreys	OC Instructor	05/02/2019	05/02/2019	8
Ransom	Designer Drugs Awareness	05/06/2019	05/06/2019	8
Ransom	Elderly Service Officer	05/13/2019	05/15/2019	24
Raymond	Child Safety Seat Operator	05/08/2019	05/11/2019	29
Sheehan	Sex Assault Investigator	05/07/2019	05/08/2019	16
Cassidy	Police Urban Rifle/Tactical	05/21/2019	05/23/2019	24
Fries	Sex Assault Investigator	05/07/2019	05/08/2019	16
Heneghan	Crime Scene	05/21/2019	05/21/2019	8
14 Officers	In-service training/DUI Refresher/Defensive Tactics	05/17/2019	05/17/2019	112
11 Officers	In-service training/DUI Refresher/Defensive Tactics	05/29/2019	05/29/2019	88
<b>Totals</b>				<b>413</b>

All patrol officers, detectives and the school resource officer attended a day (8 hours) of in-service training. The training was completed on two different dates. The training consisted of outside expert instructors covering driving under the influence refresher course. The training also covered four hours (4) of use of force and hands on defensive tactics.



## MEMORANDUM

TO: Eric J. Palm  
Village Administrator

FROM: Kurt Bohlmann  
Kurt Bohlmann  
Fire Chief

DATE: June 10, 2019

SUBJECT: Monthly Report – May – 2019

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The Fire Department responded to 190 calls during the month of May. This is below our average number of calls in comparison to 2018. We experienced five fire related calls for the month. Emergency Medical Service calls represented 55% of our response activity for the month of May.

Incident Group	Count
100 – Fire	5
200 – Rupture/Explosion	0
300 – Rescue/EMS	105
400 – Hazardous Condition	10
500 – Service Calls	12
600 – Good Intent	30
700 – False Alarm	27
800 – Severe Weather	1
900 – Special Incidents	0

On May 1<sup>st</sup>, Joshua McNabb began his career with the River Forest Fire Department. Joshua is a bright young man who should have a long and fulfilling career in the fire service.



The new alerting system will be programmed over the next 30 to 60 days. Once programming is complete, testing will be performed and then the system will be ready to go live.

I had a meeting with the Loyola Chief of Trauma, Dr. Richard Gonzalez. He wanted to introduce himself, get an idea of how fire departments operate, and see how our relationship is with Loyola.

I attended several workshops this month with Cook County Department of Homeland Security. The county is revising their Hazard Mitigation Plan. Being involved in the plan is a requirement to be eligible for FEMA grants for the Village.

I attended the OPRF Chamber of Commerce luncheon with President Adduci, Trustees Bachner and Vasquez, and several River Forest staff members. President Adduci and the mayors of Oak Park and Forest Park had a public discussion on important issues to all three villages.

The Fire Department received two awards this month. The first was from Thrive for our continued support and collaboration with their programs. The second award was from the Northern Illinois Fire Sprinkler Association Board for our adoption and continued involvement in 13D residential fire sprinkler program.





### **Officers Meeting**

Topics discussed during our monthly department officers meeting include:

- Personnel
- Apparatus
- Facilities
- Responses
- Vacation Board
- Training

### **Incidents of Interest**

River Forest Fire Department responded to a cooking fire in River Forest. Upon arrival, no resident answered the front or rear doors. RFFD searched for an open door and window, but were unable



to find one. Smoke was noticed in the front hallway through the back door window. Our crew broke the backdoor window and unlocked the backdoor and found burnt food on the stove. The remains of the burnt food were taken outside. The homeowner arrived shortly after our crew forced entry.

See details below.

### **Suppression Activities**

For the month of May, we responded to 190 emergency calls, which is below our normal amount of calls. Of this total, five were fire related incidents. One of these fire incidents occurred in River Forest. The other four fire incidents occurred outside of River Forest.

The first incident was a cooking fire in River Forest. Upon arrival, no resident answered the front or rear doors. RFFD searched for an open door and window, but were unable to find one. Smoke was noticed in the front hallway through the back door window. Our crew broke the backdoor window and unlocked the backdoor and found burnt food on the stove. The remains of the burnt food were taken outside. The homeowner arrived shortly after our crew forced entry. The home was ventilated using a PPV fan. Police officers took a report of the forcible entry. After the police finished their investigation, firefighters cleaned the broken glass. All windows were closed after the smoke was removed. Crews were returned in service. The incident caused a \$500 loss in property.

The second incident was a building fire in Forest Park. RFFD responded mutual aid for a possible building fire. We arrived, staged, and then were given a disregard by Forest Park Command.

The third incident was a dryer fire in Oak Park at the Oak Park YMCA. We arrived, staged and stood by, and then were given a return by Oak Park 620.

The other two fires were cooking fires that caused no damage. One of these occurred in Maywood and the other fire was in Oak Park.

### **Training**

This month the department participated in various training activities such as:

- All shifts continued their assigned building inspections
- Loyola monthly CE was on Trauma
- All personnel attended a Division 11 Hazardous Materials drill in Cicero to satisfy the OSFM yearly Haz Mat Operations training requirements
- Lt. Bochenek finished 3<sup>rd</sup> week of Fire Investigator and is now an OSFM certified Fire Investigator

- FF/PM Smith attended 2 day 31<sup>st</sup> annual Midwest HazMat Conference in Northbrook
- FF/PM's McKenna and Buchholz passed OSFM written exam for Fire Apparatus Engineer and are now certified Engineers
- FF/PM's Krall and Basa passed OSFM written exam and are now certified at the Rope Operations level
- FF/PM's Smith, Zipperich and Basa attended a Department of Energy Radiation detection and monitoring drill in Woodridge
- FF/PM Boyd attended Division 11 TRT drill in Cicero. Subject was building collapse at abandoned Cicero lumberyard
- FF/PM's Smith and Seablom attended a one day Fire Investigator's Strike Force Seminar
- Zoll cardiac monitor representative gave a demonstration to all 3 shifts on their new cardiac monitor

### **Paramedic Activity**

We responded to 105 ambulance calls making contact with 101 patients for the month of May, which is below our monthly average number of EMS calls. Of this total, 34 patients were classified as ALS and 64 were BLS. There were 3 invalid assists. 21 of the 64 BLS patients refused treatment and/or transport.

A detailed monthly EMS report is available for review.

### **Fire Prevention**

During the month of May, the Fire Prevention Bureau conducted 19 Regular Inspections and 25 Company Inspections with 53 violations noted and 43 violations corrected. Fire Prevention also completed 2 plan reviews.

A detailed monthly Fire prevention report is available for review.



## MEMORANDUM

**DATE:** June 11, 2019

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Monthly Report – May 2019

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### Executive Summary

In the month of May, the Department of Public Works continued with spring operations and focused on tree planting and inlet/catch basin cleaning. Public Works staff assisted with the collection of items for the Recycling Extravaganza that was held on May 4<sup>th</sup>. This popular event collected a large amount of household waste items including light bulbs and other electronic materials. Staff participated in trench/excavation compliance training. This is helpful for staying up to speed on proper methods of excavating when these skills are needed for water or sewer repairs. Public Works staff identified a possible leak on the water main located under the intersection of Keystone and Iowa. This is a main that runs north and south on Keystone. The leak was identified using deployable leak sensors that were attached to nearby valves. Staff verified the leak using our listening equipment and made plans to work on the repair using in house staff. All affected homes were provided with notices that were hand delivered or posted to front doors. On the 21<sup>st</sup>, the water was turned off at 10:30am for the repair. The main was in-cased in concrete and was repaired by 3pm. Water was turned back on at 3:30pm, and another break occurred a few feet next to where it had been repaired in an area of the main that was further in-cased in concrete. At this point an emergency contractor was called in for the repair. Residents were re-notified of the extended water outage. Suburban General Construction was then required to call in another JULIE locate and completed the repair by 10pm and the water was turned on shortly thereafter. In this case the re-pressurization of the water main caused a second break and the fact that it was in-cased in concrete made the repairs last longer than usual. Most residents were understanding of the situation.

Public Works items approved/discussed by the Village Board of Trustees in May:

- Award of Base Bid, Alternate #1 and Contract for the 2019 Street Improvement Project to Brother Asphalt Paving in the amount of \$637,430.55
- Award of Bid and Contract for the 2019 Sewer Lining Project to Insituform Technologies USA, LLC in the amount of \$139,104.60
- Appropriation of \$300,000 in Motor Fuel Tax Funds for the 2019 IDOT Maintenance Agreement – Resolution
- Amend Section 4 of the Village Regarding Cleanup Changes to Appeals of Denials of Stormwater Detention Permits – Ordinance

- Amend Title 9 of the Village Code – Implementing various Traffic Control Changes Relating to the Safe Walking Routes to School Plan – Ordinance
- Waiver of Formal Bid and Award of Contract to ComEd for \$24,538.59 and to Intren, LLC for \$29,750 for ComEd Transformer Relocation Project in Pumping Station
- Waiver of Formal Bid and Award of Contract to TAPCO, Inc. for \$30,155.10 and to Superior Road Striping, Inc. (through Suburban Purchasing Cooperative) in the amount of \$27,740 to Purchase Signage and for Thermoplastic Striping for Safe Walking Routes to School Plan
- Waiver of Formal Bid and Award of Contract for Engineering and Inspection Services for the Water Tower Repainting Project to Dixon Engineering, Inc. in a not-to-exceed amount of \$34,200
- Traffic and Safety – Amend Title 9 of the Village Code – Changes Regarding Resident Permit Parking Zones to 2- Hour Time Limit Parking on 200 Blocks of Linden, Thatcher, Gale, Keystone and Forest – Ordinance
- Traffic and Safety – Amend Title 9 of the Village Code – Installation of No Parking Zone on Linden Street Between Thatcher and Gale – Ordinance
- Traffic and Safety – Amend Title 9 of the Village Code – Installation of 2-Hour Time Limit Parking on William Street Between Oak and Quick – Ordinance
- Traffic and Safety – Amend Title 9 of the Village Code – Installation of Resident Permit Parking Zone on Central at Clinton – Ordinance
- Traffic and Safety – Amend Title 9 of the Village Code – Removal of No Parking Zone on Central at Clinton – Ordinance
- Traffic and Safety – Recommendation to Reengage with Union Pacific Railroad Regarding Third Rail Improvements
- Update to Thatcher/Hawthorne Intersection Improvements
- Update on Recent Water Main Repair on the 900 block of Keystone

#### Sustainability Commission Items Discussed:

- National Renewable Energy Laboratory Meeting Report
- Green Block Parties
- Roosevelt Middle School Sustainable Tour
- Recycling Extravaganza & Tree Tour Recap
- Reusable Bag/Plastic Free July

#### Engineering Division Summary

- Reviewed 16 grading permits
- Conducted monthly Combined Sewer Overflow (CSO) inspection
- Met with the contractor for the 2019 Pavement Preservation Project to identify ideal roadway sections for application of material
- Completed all work associated with the Chicago Avenue Resurfacing Project
- Competitively bid and awarded a contract for the 2019 Sewer Lining Project
- Competitively bid and awarded a contract for the 2019 Street Improvement Project
- Competitively bid the Thomas Street Alley Improvement Project

- Met with Nicor and continue to coordinate pre-emptive sewer televising program to locate and repair any cross-bores found in River Forest sewers
- Held a Traffic and Safety Commission Meeting
- Participated in a webinar regarding small cell antenna requirements from a municipal perspective
- Advertised and bid the 2018 Green Alley Improvement Project (Phase 2)
- Began design for the 2019 Water Main Improvement Project

#### Public Works – Operations

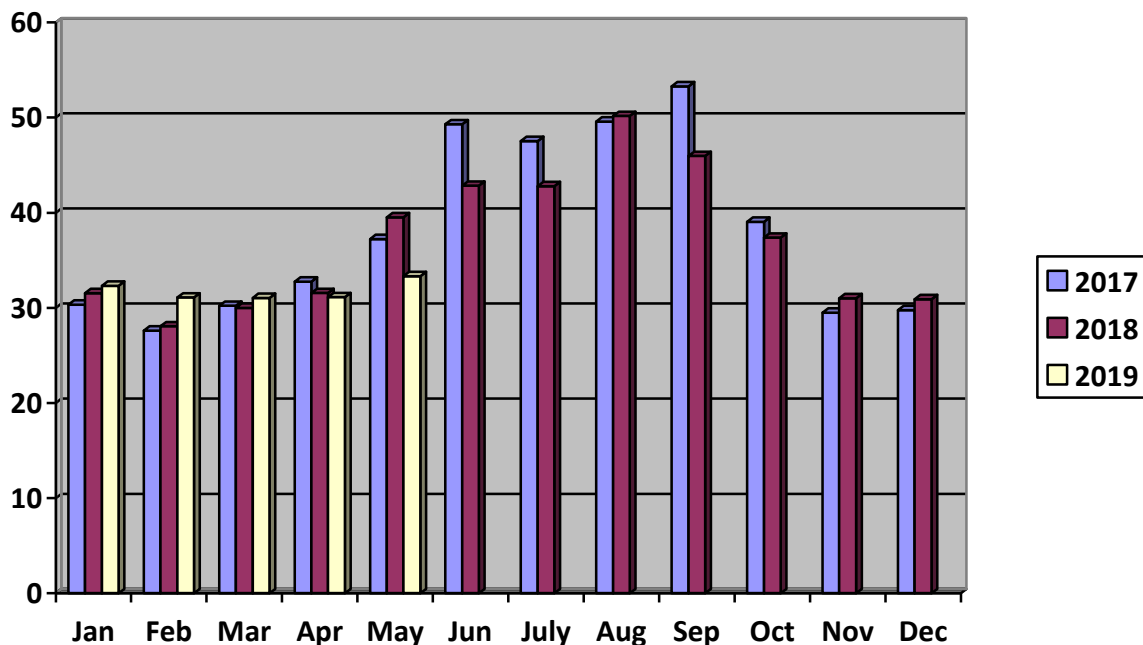
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past 12 months:

	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Utility Locates	152	198	168	187	143	79	34	28	21	72	127	226
Work Orders	56	60	45	59	29	39	25	9	20	15	32	39

#### Water and Sewer

Monthly Pumpage: May's average daily pumpage of 1.08 million gallons (MG) is lower than May's average of 1.27 MG in 2018.

#### Volume of Water Pumped into the Distribution System (Million Gallons)



In the month of May various maintenance and building repairs were completed at the Pumping Station. This included generator maintenance, roofing, and stucco repair to the exterior of the building.

On 5/10 there was a water service leak detected on the homeowner's side of the service at 1411 Keystone. This was repaired by NG Plumbing at the homeowner's expense.

On 5/21 staff worked on repairing a water main break at the intersection of Keystone and Iowa. The break was repaired, however another break occurred after the main was re-pressurized and Suburban General Construction was called in to complete the second repair.

Residents and businesses were notified of backflow violations; they were given notice to comply or have the water shut off on a specific date for non-compliance. The purpose of this program is to remain in compliance with IEPA requirements.

The Water Division personnel performed these additional tasks in May:

- Responded to 346 service calls
- Installed 2 water meters
- Exercised 8 valves

#### Streets and Forestry

Staff in the Streets and Forestry division focused heavily on street sweeping, and inlet/catch basin cleaning. These are the details of the tasks performed frequently in the month of May:

<b>Description of Work Performed</b>	<b>Quantity</b>
Trees Planted	91
Trees Removed	1
Street Sweeping (curb miles)	269
Sign Repairs/Fabrication	12
Inlet/Catch Basin Cleaning	135
Sewer Televising (linear feet)	326



**Village of River Forest**  
**Village Administrator's Office**  
400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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## MEMORANDUM

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Date: June 10, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report – May, 2019

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The Village issued 144 permits in May, 2019, compared to 205 during the same month in 2018. Permit revenue collected in May, 2019 totaled \$42,830, compared to \$39,773 in April. Fiscal Year-to-date building permit revenue is 4% of the \$999,740 budgeted.

### Planned Development Project Updates

Below please find a summary of the status of approved planned development permits as well as certain pending applications.

#### *Approved:*

- River Forest Townhomes (formerly known as The Promenade) (7820 W. Madison Street - Approved July 13, 2015) – Occupancy permits have been issued to 14 of the 29 units.
- Concordia University (7400 Augusta)
  - Cell Tower/Parking Garage (Approved July 9, 2018) – A permit was issued for this project in August, 2018. Work is ongoing and the University has until April 9, 2021 to complete construction for the permit to remain valid.
  - West Annex/Christopher Center Link (Approved July 9, 2018) – A permit was issued for this project in May, 2019. Based on changes to the Illinois Accessibility Code, as well as the Village Board's comments regarding accessibility in general, the University has included a chair lift at the entrance from the Link to the West Annex building on the plans. From a logistics standpoint, a chair lift at the entrance to the Christopher Center would not have been feasible. Under the Planned Development Ordinance, the University has until October 9, 2019 to commence construction, and April 9, 2021 to complete construction.
- Mixed Use Development (Lake and Lathrop) – This project was approved on September 17, 2018. Under the Planned Development Ordinance, the developer has until June, 2019 to submit a completed building permit application but has requested an extension that the Village Board will consider. Staff have been working with the developer on their efforts to begin exterior demolition at the property.

- Senior Care Community (Chicago and Harlem) – This project was approved on October 15, 2018. Under the Planned Development Ordinance, the developer has until July, 2019 to submit a completed building permit application. A building permit application has been submitted and the Village's staff and consultants have begun the plan review process. It is anticipated that construction will commence in late summer. The applicant proposes to meet with neighboring property owners prior to the start of construction and provide a central point of contact for all questions. Village Staff and the developer have also discussed communications strategies regarding the project and will be sharing additional information with the public prior to the commencement of construction.

*Pending:*

- The Development Review Board held a pre-filing conference on March 21, 2019 regarding a planned development at 344 Lathrop Avenue to allow a portion of the existing space to be renovated for use as a private residence. The applicant plans to attend the June 24, 2019 Village Board meeting to introduce the project to the Village President and Trustees.

### **Permit and Real Estate Transfer Activity Measures**

#### **Permits**

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
May	124	178	128	205	144
June	144	179	153	135	
July	150	140	194	131	
August	144	145	123	170	
September	180	130	152	116	
October	149	140	119	118	
November	72	98	79	90	
December	79	55	71	51	
January	66	107	69	80	
February	67	87	58	67	
March	109	120	93	101	
April	97	148	136	139	
<b>Two Month Comparison</b>	<b>202</b>	<b>275</b>	<b>275</b>	<b>341</b>	<b>283</b>
<b>Fiscal Year Total</b>	<b>1,381</b>	<b>1,527</b>	<b>1,375</b>	<b>2,403</b>	<b>144</b>

#### **Real Estate Transfers**

	May 2019	May 2018	FY 2020 Total	FY 2019 Total
<b>Transfers</b>	24	30	24	232



### Residential Property Demolition

	May 2019	FY 2020 Total	FY 2019 Total	FY 2018 Total	FY 2017 Total
<b>Residential Demolitions</b>	0	0	2	4	7

Demolition permit(s) were issued for the following single family home(s):

Address

Architectural Survey Notes

n/a



**Village of River Forest**  
**Village Administrator's Office**  
 400 Park Avenue  
 River Forest, IL 60305  
 Tel: 708-366-8500

## MEMORANDUM

Date: June 20, 2019  
 To: Eric Palm, Village Administrator  
 From: Lisa Scheiner, Assistant Village Administrator  
 Subj: Village-Wide Performance Measurement Report – May 2019

Building Department Performance Measures	FY 2019 Actual	FY 2020 Goal	May Actual	FY 2020 YTD
Plan reviews of large projects completed in 21 days or less	75% (98 of 130)	95%	100% (16 of 16)	100% (16 of 16)
Average length of review time for plan reviews of large projects	18.1 days (Monthly Avg)	>21	19.56 days	19.6 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	92% (160 of 174)	95%	100% (17 of 17)	100% (17 of 17)
Average length of review time for plan re-reviews of large projects	10.1 days (Monthly Avg)	>14	9.53 days	9.5 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (185 of 185)	95%	100% (23 of 23)	100% (23 of 23)
Express permits issued at time of application	100% (231 of 231)	100%	100% (23 of 23)	100% (23 of 23)
Inspections completed within 24 hours of request	100% (1576 of 1576)	100%	100% (123 of 123)	100% (123 of 123)
Contractual inspections passed	93% (1459 of 1576)	80%	96% (118 of 123)	96% (118 of 123)
Inspect vacant properties once per month	100% (210 of 210)	100%	100% (18 of 18)	100% (18 of 18)
Code violation warnings issued	179	N/A	36	36
Code violation citations issued	40	N/A	1	1
Conduct building permit survey quarterly	4	1 per quarter	0	0
Make contact with existing business owners	60	5/month 60/year	5	5

<b>Fire Department Performance Measures</b>	<b>FY 2019 Actual</b>	<b>FY 2020 Goal</b>	<b>May Actual</b>	<b>FY 2020 YTD</b>
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:13 minutes	5 Min	4:04 minutes	4:04 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	334	335 inspections	44	44
Injuries on duty resulting in lost time	1	<3	0	0
Plan reviews completed 10 working days after third party review	2.17 days on average	<10	2. days on average	2. days on average
Complete 270 hours of training for each shift personnel	4792.8	4824	541.25	541.25
Inspect and flush fire hydrants semi-annually	455	445 annually	0	0

<b>Police Department Performance Measures</b>	<b>FY 2019 Actual</b>	<b>FY 2020 Goal</b>	<b>May Actual</b>	<b>FY 2020 YTD</b>
Average police response time for priority calls for service (Does not include call processing time)	4:53 minutes	4:00	5:11 minutes	5:11 minutes
Injuries on duty resulting in lost time	2	0 Days Lost	0	0
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	7	<3	0	0
Maintain positive relationship with the bargaining unit and reduce the number of grievances	0	0%	0	0
Reduce overtime and improve morale by decreasing sick leave usage	116 days	10% reduction	5 days	5 days
Track accidents at Harlem and North to determine impact of red light cameras	17 accidents	10% reduction	2 accidents	2 accidents
Decrease reported thefts (214 in 2012)	167	5% reduction	23	23
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	10	0	2	2
Send monthly crime alerts to inform residents of crime patterns and prevention tips	148	1 email/month; 12 emails/year	11	11

<b>Public Works Performance Measures</b>	<b>FY 2019 Actual</b>	<b>FY 2020 Goal</b>	<b>May Actual</b>	<b>FY 2020 YTD</b>
Complete tree trimming/pruning service requests within 7 working days	98% (171 of 175)	95%	100% (17 of 17)	100% (17 of 17)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (8 of 8)	95%	100% (2 of 2)	100% (2 of 2)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 2640)	<1%	0.00% (0 of 440)	0.00% (0 of 440)
Replace burned out traffic signal bulb within 8 hours of notification	N/A	99%	N/A	N/A
Complete service requests for patching potholes within 5 working days	100% (12 of 12)	95%	100% (2 of 2)	100% (2 of 2)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	96% (23 of 24)	95%	N/A	N/A (0 of 0)
Safety: Not more than two employee injuries annually resulting in days off from work	1	≤2	0	0
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	2	≤1	0	0
Televis 2,640 lineal feet of combined sewer each month from April – September	165% (26196 of 15840)	2,640/ month (15,840/ year)	12% (326 of 2640)	12% (326 of 2640)
Exercise 25 water system valves per month	43% (117 of 275)	25/month (300/year)	32% (8 of 25)	32% (8 of 25)
Complete first review of grading plans within 10 working days	100% (98 of 98)	95%	100% (16 of 16)	100% (16 of 16)

N/A: Not applicable, not available, or no service requests were made



## Village of River Forest

### MONTHLY FINANCE REPORT Fiscal Year 2020 through May 31, 2019

This report includes financial information for Fiscal Year 2020 through May 31, 2019 which represents 8.33% of the fiscal year. A revenue and expenditure report by fund and account and an investment report for May 2019 are attached.

#### GENERAL FUND

#### Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2020 through May 31, 2019

	2020		Percent
	Budget	Actual	Rec/ Exp
REVENUES			
Taxes			
Property Taxes	\$6,482,433	\$44,073	0.68%
General Sales Taxes	1,910,630	134,597	7.04%
Non Home Rule Sales Tax	873,027	57,584	6.60%
Utility Taxes	609,430	45,512	7.47%
Restaurant Tax	169,384	11,608	6.85%
Telecommunications Tax	260,514	22,745	8.73%
Real Estate Transfer Tax	119,369	12,506	10.48%
Intergovernmental Revenue			
Personal Property Replacement Tax	141,187	37,810	26.78%
Use Tax	354,152	26,981	7.62%
State Income Taxes	1,125,579	224,349	19.93%
Licenses and Permits	1,737,890	158,053	9.09%
Charges for Services			
Garbage Collections	1,093,840	68,816	6.29%
Other Charges for Services	757,721	59,081	7.80%
Fines	269,707	23,933	8.87%
Investment Income	115,550	5,449	4.72%
Grants and Contributions	38,531	0	0.00%
Miscellaneous Revenues	390,852	13,047	3.34%
TOTAL REVENUES	\$16,449,796	\$946,144	5.75%
EXPENDITURES			
Administration	\$ 1,531,807	\$ 95,879	6.26%
E911	454,984	70,543	15.50%
Boards & Commissions	47,272	872	1.84%
Building and Development	475,559	28,905	6.08%
Legal Services	172,000	0	0.00%
Police Department	6,405,183	356,232	5.56%
Fire Department	4,547,294	250,868	5.52%
Public Works	2,859,970	113,304	3.96%
Transfer to TIF	50,000	0	0.00%
TOTAL EXPENDITURES	\$16,544,069	\$916,603	5.54%
NET CHANGE IN FUND BALANCE	(\$94,273)	\$29,541	

#### Revenues

Fiscal year-to-date revenue collections are at 5.75%. Property Tax Revenue is only at 0.68% because collections on the 2<sup>nd</sup> installment of the 2018 levy will not begin until late June or early July. Sales tax and non-home rule sales tax revenues appear to be down because they are for the month of February which tends

to be lower. Real Estate Transfer Tax revenue is higher due to higher home values and real estate sales. Utility tax payments are typically elevated during the warmer summer (electric) and cooler winter (gas) months and vary based on weather conditions. All other taxes are about on target.

The Income tax payments are higher due to the state's FY 2019 planned 10% reduction change to a 5% reduction and higher income tax collections. The payment received in May is for April 2019 collections which is normally the highest revenue month. License and permit revenue includes spring building permit activity.

### **Expenditures**

Expenditures are at 5.54% of the budgeted amount. Salaries and benefits, with the exception of overtime, include payment for services rendered through the end of the month. Payment for May and June rent was issued to West Suburban Consolidated Dispatch Center in May which accounts for the higher expenditure. Other expenditures are slightly lower because there is about a month lag between the time that goods are received or services are performed, and when the vendor payment is made for the goods or services. Payments made in May for goods received and services performed prior to May 1st were posted to the prior fiscal year.

### **WATER AND SEWER FUND** **Revenues, Expenditures and Changes in Net Position** **Fiscal Year 2020 through May 31, 2019**

	<b>2020</b>		<b>Percent</b>
	<b>Budget</b>	<b>Actual</b>	<b>Rec/Exp</b>
Operating Revenues			
Permit Fees	\$ 17,480	\$ 2,200	12.59%
Water Sales	3,198,881	180,810	5.65%
Sewer Sales	2,075,695	119,022	5.73%
Water Penalties	29,010	1,184	4.08%
Miscellaneous	36,189	4,122	11.39%
Total Operating Revenues	<u>\$ 5,357,255</u>	<u>\$ 307,338</u>	<u>5.74%</u>
Operating Expenses			
Salaries and Benefits	\$ 1,178,732	\$ 87,003	7.38%
Contractual Services	574,271	9,636	1.68%
Water From Chicago	1,642,606	0	0.00%
Materials and Supplies	100,369	25,822	25.73%
Depreciation/Debt Service	1,272,146	458,573	36.05%
Transfer to CERF	106,986	8,915	8.33%
Operating Expenses including Depreciation	<u>\$ 4,875,110</u>	<u>\$ 589,949</u>	<u>12.10%</u>
Operating Revenues over Operating Exp	\$ 482,145	\$ (282,611)	
Capital Improvements	<u>\$ (1,005,380)</u>	<u>\$ (24,538)</u>	2.44%
Total Revenues over Expenses	<u>\$ (523,235)</u>	<u>\$ (307,149)</u>	

Water and Sewer revenues are low because they include lower early spring consumption. Overall expenses appear slightly lower due to the delay in receiving and paying invoices for commodities and contractual services. Personnel expenses are about on target. There is a one-month lag in payments to the City of Chicago for FY 2020 water usage. Materials and Supplies are higher because the board approved flood barrier Protection system was purchased in May. Debt Service expenses include the payment on the IEPA loan.

**REVENUES AND EXPENDITURES VS. BUDGET – OTHER FUNDS**

Fund #	Fund	Revenues			Expenditures		
		2020 Budget	2020 YTD Actual	% Rec	2020 Budget	2020 YTD Actual	% Exp
03	Motor Fuel Tax	\$ 305,317	\$ 25,365	8.31%	\$ 445,890	\$ -	0.00%
05	Debt Service Fund	\$ 268,058	\$ 2,394	0.89%	\$ 259,961	\$ -	0.00%
13	Cap Equipmnt Replcmnt	\$ 675,553	\$ 54,532	8.07%	\$ 350,042	\$ -	0.00%
14	Capital Improvement	\$ 917,957	\$ 138,167	15.05%	\$ 1,196,310	\$ 35,193	2.94%
16	Economic Development	\$ 3,688	\$ 225	6.10%	\$ 190,529	\$ 161,629	84.83%
31	TIF-Madison	\$ 194,573	\$ 999	0.51%	\$ 53,576	\$ 550	1.03%
32	TIF-North	\$ 25,700	\$ 72	0.28%	\$ 17,000	\$ -	0.00%
35	Infrastructure Imp Bond	\$ 2,500	\$ 693	27.72%	\$ 318,311	\$ -	0.00%

**CASH AND INVESTMENTS**

Fund #	Fund	Cash and Money Markets	IMET Convenience Fund	Investments	Total
1	General	\$ 835,657	\$ 19,493	\$ 3,710,344	\$ 4,565,494
3	Motor Fuel Tax	\$ 395,868	\$ -	\$ 150,000	\$ 545,868
5	Debt Service Fund	\$ 184,108	\$ 33,739	\$ -	\$ 217,847
13	Capital Equip Replacement	\$ 134,432	\$ 233,168	\$ 3,204,828	\$ 3,572,428
14	Capital Improvement	\$ 873,061	\$ 134,029	\$ 923,234	\$ 1,930,324
16	Economic Development Func	\$ 10,278	\$ 37,500	\$ -	\$ 47,778
31	TIF-Madison Street	\$ 86,769	\$ -	\$ -	\$ 86,769
32	TIF- North Avenue	\$ 34,437	\$ -	\$ -	\$ 34,437
35	Infrastructure Imp Bond Fur	\$ 326,494	\$ -	\$ -	\$ 326,494
2	Water & Sewer	\$ 857,166	\$ 2,855	\$ 487,800	\$ 1,347,821
<b>Total</b>		<b>\$ 3,738,270</b>	<b>\$ 460,785</b>	<b>\$ 8,476,206</b>	<b>\$ 12,675,261</b>

**APRIL AND MAY 2019 FINANCE ACTIVITIES**

1. The Vehicle sticker database was updated with any changes needed and applications were mailed to residents.
2. The FY 2020 Annual Budget was submitted to the GFOA for the Distinguished Budget Award and filed with the county.
3. Police and Firefighters Pension Board meetings were held in April.
4. The Finance Director attended the Illinois Public Pension Institute annual training.
5. The Finance Director attended the GFOA annual conference in Los Angeles, CA.
6. Staff began preparing for the audit of the Village's April 30, 2019 financial statements.
7. Staff worked with the new water bill printing vendor Sebis to prepare for implementation in June.
8. Police and fire pensionable salaries were calculated for the 04/30/2019 Illinois Department of Insurance Reports for each pension fund.
9. Keke Boyer accepted the position as Assistant Finance Director and joined the Village in May.



General Ledger  
Village of River Forest



INCORPORATED 1880  
**RIVER  
FOREST**  
*Proud Heritage  
Bright Future*

User: rmcclane  
Printed: 6/17/2019 2:20:48 PM  
Period 01 - 01  
Fiscal Year 2020

Account Number	Description	Budget	Reg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
01	General Fund							
00								
01-00-00-41-1000	Property Tax-Prior Years	3,133,282.00	0.00	0.00	44,072.51	44,072.51	3,089,209.49	1.41
01-00-00-41-1021	Property Tax-Current Year	3,349,151.00	0.00	0.00	0.00	0.00	3,349,151.00	0.00
	Property Taxes	6,482,433.00	0.00	0.00	44,072.51	44,072.51	6,438,360.49	0.68
01-00-00-41-1150	Replacement Tax	141,187.00	0.00	0.00	37,810.35	37,810.35	103,376.65	26.78
01-00-00-41-1190	Restaurant Tax	169,384.00	0.00	0.00	11,607.84	11,607.84	157,776.16	6.85
01-00-00-41-1200	Sales Tax	1,910,690.00	0.00	0.00	134,597.06	134,597.06	1,776,092.94	7.04
01-00-00-41-1205	State Use Tax	354,152.00	0.00	0.00	26,981.40	26,981.40	327,170.60	7.62
01-00-00-41-1210	Non-Home Rule Sales Tax	873,027.00	0.00	0.00	57,584.33	57,584.33	815,442.67	6.60
01-00-00-41-1250	Income Tax	1,125,579.00	0.00	0.00	224,349.16	224,349.16	901,229.84	19.93
01-00-00-41-1430	Transfer Tax	119,369.00	0.00	0.00	12,506.00	12,506.00	106,863.00	10.48
01-00-00-41-1460	Communication Tax	260,514.00	0.00	0.00	22,745.08	22,745.08	237,768.92	8.73
01-00-00-41-1473	Utility Tax Elec	433,490.00	0.00	0.00	29,340.82	29,340.82	404,089.18	6.77
01-00-00-41-1480	Utility Tax Gas	176,000.00	0.00	0.00	16,170.58	16,170.58	159,829.42	9.19
	Other Taxes	5,563,272.00	0.00	0.00	573,692.62	573,692.62	4,989,579.38	10.31
01-00-00-42-2115	Per Licenses	2,240.00	0.00	0.00	260.00	260.00	1,980.00	11.61
01-00-00-42-2120	Vehicle Licenses	306,000.00	0.00	107.50	20,935.50	20,828.00	285,172.00	6.81
01-00-00-42-2345	Contractor's License Fees	80,300.00	0.00	0.00	8,400.00	8,400.00	71,900.00	10.46
01-00-00-42-2350	Business Licenses	17,400.00	0.00	0.00	1,495.00	1,495.00	15,905.00	8.59
01-00-00-42-2355	Tent Licenses	300.00	0.00	0.00	0.00	0.00	300.00	0.00
01-00-00-42-2360	Building Permits	999,740.00	0.00	4,700.00	77,523.04	72,823.04	926,916.96	7.28
01-00-00-42-2361	Plumbing Permits	42,375.00	0.00	0.00	4,885.00	4,885.00	37,490.00	11.53
01-00-00-42-2362	Electrical Permits	42,925.00	0.00	0.00	4,819.23	4,819.23	38,105.75	11.23
01-00-00-42-2364	Redemption Fees	5,000.00	0.00	0.00	150.00	150.00	4,850.00	3.00
01-00-00-42-2365	Bondfire Permits	60.00	0.00	0.00	30.00	30.00	30.00	50.00
01-00-00-42-2366	Bookkeeping Permit	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-00-00-42-2368	Solicitors Permits	1,300.00	0.00	0.00	150.00	150.00	1,050.00	12.50
01-00-00-42-2370	Film Crew Licenses	5,600.00	0.00	0.00	0.00	0.00	5,600.00	0.00
01-00-00-42-2520	Liquor Licenses	25,000.00	0.00	0.00	400.00	400.00	24,600.00	1.60
01-00-00-42-2570	Cable/Video Svc Provider Fees	209,600.00	0.00	0.00	43,812.66	43,812.66	165,787.34	20.90



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	<b>Licenses &amp; Permits</b>	<b>1,737,890.00</b>	<b>0.00</b>	<b>4,807.50</b>	<b>162,860.45</b>	<b>158,052.95</b>	<b>1,579,837.05</b>	<b>9.09</b>
01-00-00-43-3065	Police Reports	2,200.00	0.00	0.00	130.00	130.00	2,070.00	5.91
01-00-00-43-3070	Fire Reports	500.00	0.00	0.00	75.00	75.00	425.00	15.00
01-00-00-43-3180	Garbage Collection	1,093,840.00	0.00	0.00	68,815.81	68,815.81	1,025,024.19	6.29
01-00-00-43-3185	Penalties on Garbage Fees	7,290.00	0.00	80.21	507.21	427.00	6,863.00	5.86
01-00-00-43-3200	Metra Daily Parking	51,840.00	0.00	0.00	5,138.50	5,138.50	46,701.50	9.91
01-00-00-43-3220	Parking Lot Permit Fees	97,830.00	0.00	0.00	8,220.63	8,220.63	89,609.37	8.40
01-00-00-43-3225	Administrative Towing Fees	129,052.00	0.00	0.00	11,000.00	11,000.00	118,052.00	8.52
01-00-00-43-3515	NSF Fees	200.00	0.00	0.00	0.00	0.00	200.00	0.00
01-00-00-43-3530	5050 Sidewalk Program	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
01-00-00-43-3536	Elevator Inspection Fees	4,250.00	0.00	0.00	0.00	0.00	4,250.00	0.00
01-00-00-43-3537	Elevator Reinspection Fees	400.00	0.00	0.00	100.00	100.00	300.00	25.00
01-00-00-43-3540	ROW Encroachment Fees	0.00	0.00	0.00	100.00	100.00	-100.00	0.00
01-00-00-43-3550	Ambulance Fees	390,000.00	0.00	0.00	33,890.00	33,890.00	356,110.00	8.69
01-00-00-43-3554	CPR Fees	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-00-00-43-3557	Car Fire & Extrication Fee	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-00-00-43-3560	State Highway Maintenance	61,659.00	0.00	0.00	0.00	0.00	61,659.00	0.00
	<b>Charges for Services</b>	<b>1,851,561.00</b>	<b>0.00</b>	<b>80.21</b>	<b>127,977.15</b>	<b>127,896.94</b>	<b>1,723,664.06</b>	<b>6.91</b>
01-00-00-44-4230	Police Tickets	162,354.00	0.00	60.00	21,598.71	21,538.71	140,815.29	13.27
01-00-00-44-4240	Automated Traffic Enf Fines	36,944.00	0.00	0.00	0.00	0.00	36,944.00	0.00
01-00-00-44-4300	Local Ordinance Tickets	4,791.00	0.00	0.00	225.00	225.00	4,566.00	4.70
01-00-00-44-4430	Court Fines	49,312.00	0.00	0.00	0.00	0.00	49,312.00	0.00
01-00-00-44-4435	DUI Fines	7,038.00	0.00	0.00	2,169.23	2,169.23	4,868.77	30.82
01-00-00-44-4436	Drug Forfeiture Revenue	1,616.00	0.00	0.00	0.00	0.00	1,616.00	0.00
01-00-00-44-4439	Article 36 Forfeited Funds	2,652.00	0.00	0.00	0.00	0.00	2,652.00	0.00
01-00-00-44-4440	Building Construction Citation	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	<b>Fines &amp; Forfeits</b>	<b>269,707.00</b>	<b>0.00</b>	<b>60.00</b>	<b>23,992.94</b>	<b>23,932.94</b>	<b>245,774.06</b>	<b>8.87</b>
01-00-00-45-5100	Interest	115,550.00	0.00	0.00	4,312.59	4,312.59	111,237.41	3.73
01-00-00-45-5200	Net Change in Fair Value Interest	0.00	0.00	0.00	1,136.32	1,136.32	-1,136.32	0.00
		<b>115,550.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,448.91</b>	<b>5,448.91</b>	<b>110,101.09</b>	<b>4.72</b>
01-00-00-46-6410	Miscellaneous	29,300.00	0.00	0.00	783.00	783.00	28,517.00	2.67
01-00-00-46-6411	Miscellaneous Public Safety	4,200.00	0.00	0.00	830.00	830.00	3,370.00	19.76
01-00-00-46-6412	Reimbursements-Crossing Guards	63,565.00	0.00	0.00	0.00	0.00	63,565.00	0.00
01-00-00-46-6415	Reimbursement of Expenses	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
01-00-00-46-6417	IRMA Reimbursements	45,000.00	0.00	0.00	0.00	0.00	45,000.00	0.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-46-6510	T-Mobile Lease	36,000.00	0.00	0.00	3,000.00	3,000.00	33,000.00	8.33
01-00-00-46-6511	WSCDC Rental Income	51,787.00	0.00	0.00	8,434.34	8,434.34	43,352.66	16.29
01-00-00-46-8001	IRMA Excess	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
	<b>Miscellaneous</b>	<b>389,852.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,047.34</b>	<b>13,047.34</b>	<b>376,804.66</b>	<b>3.35</b>
01-00-00-46-6521	Law Enforcement	5,700.00	0.00	0.00	0.00	0.00	5,700.00	0.00
	Training Reimb							
01-00-00-46-6524	ISEARCH Grant	8,925.00	0.00	0.00	0.00	0.00	8,925.00	0.00
01-00-00-46-6525	Bullet Proof Vest	3,833.00	0.00	0.00	0.00	0.00	3,833.00	0.00
	Reimb-DOJ							
01-00-00-46-6528	IDOT Traffic Safety	19,323.00	0.00	0.00	0.00	0.00	19,323.00	0.00
	Grant							
01-00-00-46-6620	State Fire Marshal	750.00	0.00	0.00	0.00	0.00	750.00	0.00
	Training							
	<b>Grants &amp; Contributions</b>	<b>38,531.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>38,531.00</b>	<b>0.00</b>
01-00-00-48-8000	Sale of Property	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	<b>Other Financing</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
	<b>Sources</b>							
<b>00</b>		<b><u>16,449,796.00</u></b>	<b><u>0.00</u></b>	<b><u>4,947.71</u></b>	<b><u>951,091.92</u></b>	<b><u>946,144.21</u></b>	<b><u>15,503,651.79</u></b>	<b><u>5.75</u></b>
	<b>Revenue</b>	<b>16,449,796.00</b>	<b>0.00</b>	<b>4,947.71</b>	<b>951,091.92</b>	<b>946,144.21</b>	<b>15,503,651.79</b>	<b>5.75</b>
<b>10</b>	<b>Administration</b>							
01-10-00-51-0200	Salaries Regular	609,766.00	0.00	45,767.82	0.00	45,767.82	563,998.18	7.51
01-10-00-51-1700	Overtime	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-10-00-51-1950	Insurance Refusal Reimb	1,068.00	0.00	87.50	0.00	87.50	980.50	8.19
	<b>Personal Services</b>	<b>611,334.00</b>	<b>0.00</b>	<b>45,855.32</b>	<b>0.00</b>	<b>45,855.32</b>	<b>565,478.68</b>	<b>7.50</b>
01-10-00-52-0100	ICMA Retirement	13,320.00	0.00	1,109.98	0.00	1,109.98	12,210.02	8.33
	Contract							
01-10-00-52-0320	FICA	33,592.00	0.00	2,883.31	0.00	2,883.31	30,708.69	8.58
01-10-00-52-0325	Medicare	9,161.00	0.00	674.37	0.00	674.37	8,486.63	7.36
01-10-00-52-0330	IMRF	57,058.00	0.00	4,195.38	0.00	4,195.38	52,862.62	7.35
01-10-00-52-0350	Employee Assistance	1,850.00	0.00	0.00	0.00	0.00	1,850.00	0.00
	Program							
01-10-00-52-0375	Fringe Benefits	9,600.00	0.00	782.50	0.00	782.50	8,817.50	8.15
01-10-00-52-0400	Health Insurance	58,421.00	0.00	5,034.86	1,155.85	3,879.01	54,541.99	6.64
01-10-00-52-0420	Health Insurance -	8,594.00	0.00	1,452.93	751.93	701.00	7,893.00	8.16
	Retirees							
01-10-00-52-0425	Life Insurance	771.00	0.00	84.74	26.20	58.54	712.46	7.59
01-10-00-52-0430	VEBA Contributions	14,644.00	0.00	0.00	0.00	0.00	14,644.00	0.00
01-10-00-52-0500	Wellness Program	1,650.00	0.00	0.00	0.00	0.00	1,650.00	0.00
	<b>Benefits</b>	<b>208,661.00</b>	<b>0.00</b>	<b>16,218.07</b>	<b>1,933.98</b>	<b>14,284.09</b>	<b>194,376.91</b>	<b>6.85</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-10-00-53-0200	Communications	23,160.00	0.00	1,090.48	0.00	1,090.48	22,069.52	4.71
01-10-00-53-0300	Audit Services	20,770.00	0.00	0.00	0.00	0.00	20,770.00	0.00
01-10-00-53-0350	Actuarial Services	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
01-10-00-53-0380	Consulting Services	110,000.00	0.00	300.00	0.00	300.00	109,700.00	0.27
01-10-00-53-0410	IT Support	93,278.00	0.00	525.17	0.00	525.17	92,752.83	0.56
01-10-00-53-0429	Vehicle Sticker Program	15,580.00	0.00	3,153.53	0.00	3,153.53	12,426.47	20.24
01-10-00-53-1100	HealthInspection Services	15,500.00	0.00	0.00	0.00	0.00	15,500.00	0.00
01-10-00-53-1250	Unemployment Claims	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-10-00-53-2100	Bank Fees	12,767.00	0.00	524.09	0.00	524.09	12,242.91	4.11
01-10-00-53-2200	Liability Insurance	275,366.00	0.00	22,664.22	0.00	22,664.22	252,701.78	8.23
01-10-00-53-2250	IRMA Liability Deductible	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-10-00-53-3300	Maint of Office Equipment	11,041.00	0.00	774.97	0.00	774.97	10,266.03	7.02
01-10-00-53-4100	Training	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
01-10-00-53-4250	Travel & Meeting	12,580.00	0.00	2,268.09	0.00	2,268.09	10,311.91	18.03
01-10-00-53-4300	Dues & Subscriptions	31,840.00	0.00	799.24	0.00	799.24	31,040.76	2.51
01-10-00-53-4350	Printing	2,900.00	0.00	593.89	0.00	593.89	2,306.11	20.48
01-10-00-53-4400	Medical & Screening	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-10-00-53-5300	AdvertisingLegal Notice	2,100.00	0.00	0.00	0.00	0.00	2,100.00	0.00
01-10-00-53-5600	Community and Emp Programs	11,500.00	0.00	1,375.78	0.00	1,375.78	10,124.22	11.96
	<b>Contractual Services</b>	<b>682,382.00</b>	<b>0.00</b>	<b>34,069.46</b>	<b>0.00</b>	<b>34,069.46</b>	<b>648,312.54</b>	<b>4.99</b>
01-10-00-54-0100	Office Supplies	15,930.00	0.00	528.64	0.00	528.64	15,401.36	3.32
01-10-00-54-0150	Office Equipment	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-10-00-54-1300	Postage	10,500.00	0.00	1,235.00	93.80	1,141.20	9,358.80	10.87
	<b>Materials &amp; Supplies</b>	<b>29,430.00</b>	<b>0.00</b>	<b>1,763.64</b>	<b>93.80</b>	<b>1,669.84</b>	<b>27,760.16</b>	<b>5.67</b>
01-10-00-57-5031	Transfer to TIF-Madison	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-10-00-57-5032	Transfer to TIF-North	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
	<b>Other Financing Uses</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00</b>
<b>10</b>	<b>Administration</b>	<b>1,581,807.00</b>	<b>0.00</b>	<b>97,906.49</b>	<b>2,027.78</b>	<b>95,878.71</b>	<b>1,485,928.29</b>	<b>6.06</b>
<b>14</b>	<b>E911</b>							
01-14-00-53-0380	Consulting Services	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-14-00-53-0410	IT Support	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
01-14-00-53-3100	Maintenance of Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-14-00-53-4100	Training	1,050.00	0.00	0.00	0.00	0.00	1,050.00	0.00
01-14-00-53-4250	Travel & Meeting	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-14-00-53-4275	WSCDC Contribution	435,434.00	0.00	70,543.24	0.00	70,543.24	364,890.76	16.20
01-14-00-53-4277	Citizens Corps Council	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
01-14-00-53-4278	Medical Reserve Corp	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Contractual Services</b>	<b>454,984.00</b>	<b>0.00</b>	<b>70,543.24</b>	<b>0.00</b>	<b>70,543.24</b>	<b>384,440.76</b>	<b>15.50</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
<b>14</b>	<b>E911</b>	<b>454,984.00</b>	<b>0.00</b>	<b>70,543.24</b>	<b>0.00</b>	<b>70,543.24</b>	<b>384,440.76</b>	<b>15.50</b>
<b>15</b>	<b>Boards and Commissions</b>							
01-15-00-52-0320	FICA	248.00	0.00	90.98	61.71	29.27	218.73	11.80
01-15-00-52-0325	Medicare	58.00	0.00	21.28	14.43	6.85	51.15	11.81
01-15-00-52-0330	IMRF	366.00	0.00	134.26	91.05	43.21	322.79	11.81
01-15-00-52-0375	Fringe Benefits	600.00	0.00	50.00	0.00	50.00	550.00	8.33
	<b>Benefits</b>	<b>1,272.00</b>	<b>0.00</b>	<b>296.52</b>	<b>167.19</b>	<b>129.33</b>	<b>1,142.67</b>	<b>10.17</b>
01-15-00-53-0380	Consulting Services	15,000.00	0.00	270.71	0.00	270.71	14,729.29	1.80
01-15-00-53-0400	Secretarial Services	4,000.00	0.00	1,467.40	995.22	472.18	3,527.82	11.80
01-15-00-53-0420	Legal Services	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
01-15-00-53-4100	Training	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-15-00-53-4250	Travel & Meeting	200.00	0.00	0.00	0.00	0.00	200.00	0.00
01-15-00-53-4300	Dues & Subscriptions	375.00	0.00	0.00	0.00	0.00	375.00	0.00
01-15-00-53-4400	Medical & Screening	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-15-00-53-4450	Testing	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
01-15-00-53-5300	AdvertisingLegal Notice	1,250.00	0.00	0.00	0.00	0.00	1,250.00	0.00
	<b>Contractual Services</b>	<b>45,825.00</b>	<b>0.00</b>	<b>1,738.11</b>	<b>995.22</b>	<b>742.89</b>	<b>45,082.11</b>	<b>1.62</b>
01-15-00-54-0100	Office Supplies	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-15-00-54-1300	Postage	25.00	0.00	0.00	0.00	0.00	25.00	0.00
	<b>Materials &amp; Supplies</b>	<b>175.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>175.00</b>	<b>0.00</b>
<b>15</b>	<b>Boards and Commissions</b>	<b>47,272.00</b>	<b>0.00</b>	<b>2,034.63</b>	<b>1,162.41</b>	<b>872.22</b>	<b>46,399.78</b>	<b>1.85</b>
<b>20</b>	<b>Building and Development</b>							
01-20-00-51-0200	Full-Time Salaries	267,371.00	0.00	21,826.40	0.00	21,826.40	245,544.60	8.16
01-20-00-51-1700	Overtime	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-51-1950	Insurance Refusal	1,373.00	0.00	112.50	0.00	112.50	1,260.50	8.19
	Reimbursemnt							
	<b>Personal Services</b>	<b>269,244.00</b>	<b>0.00</b>	<b>21,938.90</b>	<b>0.00</b>	<b>21,938.90</b>	<b>247,305.10</b>	<b>8.15</b>
01-20-00-52-0320	FICA	15,961.00	0.00	1,324.10	0.00	1,324.10	14,636.90	8.30
01-20-00-52-0325	Medicare	3,909.00	0.00	309.66	0.00	309.66	3,599.34	7.92
01-20-00-52-0330	IMRF	24,556.00	0.00	1,934.65	0.00	1,934.65	22,621.35	7.88
01-20-00-52-0375	Fringe Benefits	1,980.00	0.00	165.00	0.00	165.00	1,815.00	8.33
01-20-00-52-0400	Health Insurance	38,135.00	0.00	3,581.75	480.15	3,101.60	35,033.40	8.13
01-20-00-52-0425	Life Insurance	147.00	0.00	11.20	0.00	11.20	135.80	7.62
01-20-00-52-0430	VEBA Contributions	8,817.00	0.00	0.00	0.00	0.00	8,817.00	0.00
	<b>Benefits</b>	<b>93,505.00</b>	<b>0.00</b>	<b>7,326.36</b>	<b>480.15</b>	<b>6,846.21</b>	<b>86,658.79</b>	<b>7.32</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-20-00-53-0370	Professional Services	10,750.00	0.00	0.00	0.00	0.00	10,750.00	0.00
01-20-00-53-1300	Inspection Services	67,625.00	0.00	0.00	0.00	0.00	67,625.00	0.00
01-20-00-53-1305	Plan Review Services	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
01-20-00-53-3200	Vehicle Maintenance	400.00	0.00	0.00	0.00	0.00	400.00	0.00
01-20-00-53-4100	Training	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-53-4300	Dues & Subscriptions	860.00	0.00	0.00	0.00	0.00	860.00	0.00
	<b>Contractual Services</b>	<b>110,135.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>110,135.00</b>	<b>0.00</b>
01-20-00-54-0100	Office Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-54-0150	Office Equipment	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-20-00-54-0200	Gas & Oil	85.00	0.00	0.00	0.00	0.00	85.00	0.00
01-20-00-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Materials &amp; Supplies</b>	<b>1,235.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,235.00</b>	<b>0.00</b>
01-20-00-57-5013	Transfer to CERF	1,440.00	0.00	120.00	0.00	120.00	1,320.00	8.33
	<b>Other Financing Uses</b>	<b><u>1,440.00</u></b>	<b><u>0.00</u></b>	<b><u>120.00</u></b>	<b><u>0.00</u></b>	<b><u>120.00</u></b>	<b><u>1,320.00</u></b>	<b><u>8.33</u></b>
<b>20</b>	<b>Building and Development</b>	<b>475,559.00</b>	<b>0.00</b>	<b>29,385.26</b>	<b>480.15</b>	<b>28,905.11</b>	<b>446,653.89</b>	<b>6.08</b>
<b>30</b>	<b>Legal Services</b>							
01-30-00-53-0420	Labor and Employment Legal Svc	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
01-30-00-53-0425	Village Attorney	110,000.00	0.00	0.00	0.00	0.00	110,000.00	0.00
01-30-00-53-0426	Village Prosecutor	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
	<b>Contractual Services</b>	<b><u>172,000.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>172,000.00</u></b>	<b><u>0.00</u></b>
<b>30</b>	<b>Legal Services</b>	<b>172,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>172,000.00</b>	<b>0.00</b>
<b>40</b>	<b>Police Department</b>							
01-40-00-51-0100	Salaries Sworn	2,892,596.00	0.00	304,895.69	63,515.03	241,380.66	2,651,215.34	8.34
01-40-00-51-0200	Salaries Regular	129,684.00	0.00	10,710.84	0.00	10,710.84	118,973.16	8.26
01-40-00-51-1500	Specialist Pay	40,333.00	0.00	2,950.00	24.00	2,926.00	37,407.00	7.25
01-40-00-51-1600	Holiday Pay	130,329.00	0.00	0.00	0.00	0.00	130,329.00	0.00
01-40-00-51-1700	Overtime	180,250.00	0.00	17,398.07	69.44	17,328.63	162,921.37	9.61
01-40-00-51-1727	IDOT STEP Overtime	19,323.00	0.00	0.00	0.00	0.00	19,323.00	0.00
01-40-00-51-1800	Educational Incentives	36,800.00	0.00	0.00	0.00	0.00	36,800.00	0.00
01-40-00-51-1950	Insurance Refusal Reim	925.00	0.00	75.00	0.00	75.00	850.00	8.11
01-40-00-51-3000	Part-Time Salaries	48,478.00	0.00	3,346.02	0.00	3,346.02	45,131.98	6.90
	<b>Personal Services</b>	<b>3,478,718.00</b>	<b>0.00</b>	<b>339,375.62</b>	<b>63,608.47</b>	<b>275,767.15</b>	<b>3,202,950.85</b>	<b>7.93</b>
01-40-00-52-0320	FICA	12,164.00	0.00	859.32	0.00	859.32	11,304.68	7.06
01-40-00-52-0325	Medicare	47,955.00	0.00	3,766.29	135.61	3,630.68	44,324.32	7.57
01-40-00-52-0330	IMRF	15,453.00	0.00	1,189.62	0.00	1,189.62	14,263.38	7.70

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-52-0375	Fringe Benefits	1,800.00	0.00	100.00	0.00	100.00	1,700.00	5.56
01-40-00-52-0400	Health Insurance	481,615.00	0.00	47,538.25	6,810.22	40,728.03	440,886.97	8.46
01-40-00-52-0420	Health Insurance - Retirees	91,713.00	0.00	19,184.89	11,496.05	7,688.84	84,024.16	8.38
01-40-00-52-0425	Life Insurance	2,131.00	0.00	593.48	371.37	222.11	1,908.89	10.42
01-40-00-52-0430	VEBA Contributions	79,638.00	0.00	0.00	0.00	0.00	79,638.00	0.00
01-40-00-53-0009	Contribution to Police Pension	1,584,000.00	0.00	9,984.66	0.00	9,984.66	1,574,015.34	0.63
	<b>Benefits</b>	<b>2,316,469.00</b>	<b>0.00</b>	<b>83,216.51</b>	<b>18,813.25</b>	<b>64,403.26</b>	<b>2,252,065.74</b>	<b>2.78</b>
01-40-00-53-0200	Communications	3,148.00	0.00	0.00	0.00	0.00	3,148.00	0.00
01-40-00-53-0385	Administrative Adjudication	23,740.00	0.00	0.00	0.00	0.00	23,740.00	0.00
01-40-00-53-0410	IT Support	15,766.00	0.00	0.00	0.00	0.00	15,766.00	0.00
01-40-00-53-0430	Animal Control	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
01-40-00-53-3100	Maint of Equipment	15,316.00	0.00	0.00	0.00	0.00	15,316.00	0.00
01-40-00-53-3200	Maintenance of Vehicles	47,131.00	0.00	0.00	0.00	0.00	47,131.00	0.00
01-40-00-53-3600	Maintenance of Buildings	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-40-00-53-4100	Training	32,960.00	0.00	147.14	0.00	147.14	32,812.86	0.45
01-40-00-53-4200	Community Support Services	88,700.00	0.00	2,187.50	2,189.10	-1.60	88,701.60	0.00
01-40-00-53-4250	Travel & Meeting	4,450.00	0.00	208.25	0.00	208.25	4,241.75	4.68
01-40-00-53-4300	Dues & Subscriptions	8,303.00	0.00	0.00	0.00	0.00	8,303.00	0.00
01-40-00-53-4350	Printing	5,500.00	0.00	0.00	0.00	0.00	5,500.00	0.00
01-40-00-53-4400	Medical & Screening	5,465.00	0.00	0.00	0.00	0.00	5,465.00	0.00
01-40-00-53-5400	Damage Claims	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	<b>Contractual Services</b>	<b>258,979.00</b>	<b>0.00</b>	<b>2,542.89</b>	<b>2,189.10</b>	<b>353.79</b>	<b>258,625.21</b>	<b>0.14</b>
01-40-00-54-0100	Office Supplies	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
01-40-00-54-0150	Equipment	26,244.00	0.00	0.00	0.00	0.00	26,244.00	0.00
01-40-00-54-0200	Gas & Oil	44,449.00	0.00	0.00	0.00	0.00	44,449.00	0.00
01-40-00-54-0300	Uniforms Sworn Personnel	27,683.00	0.00	0.00	18.89	-18.89	27,701.89	-0.07
01-40-00-54-0310	Uniforms Other Personnel	1,200.00	0.00	0.00	0.00	0.00	1,200.00	0.00
01-40-00-54-0400	Prisoner Care	3,540.00	0.00	49.88	0.00	49.88	3,490.12	1.41
01-40-00-54-0600	Operating Supplies	6,268.00	0.00	120.00	0.00	120.00	6,148.00	1.91
01-40-00-54-0601	Radios	8,350.00	0.00	0.00	0.00	0.00	8,350.00	0.00
01-40-00-54-0602	Firearms and Range Supplies	17,640.00	0.00	0.00	0.00	0.00	17,640.00	0.00
01-40-00-54-0603	Evidence Supplies	7,650.00	0.00	0.00	0.00	0.00	7,650.00	0.00
01-40-00-54-0605	DUI Expenditures	7,038.00	0.00	0.00	0.00	0.00	7,038.00	0.00
01-40-00-54-0610	Drug Forfeiture Expenditures	1,616.00	0.00	0.00	0.00	0.00	1,616.00	0.00
01-40-00-54-0615	Article 36 Exp	2,652.00	0.00	0.00	0.00	0.00	2,652.00	0.00
	<b>Materials &amp; Supplies</b>	<b>164,330.00</b>	<b>0.00</b>	<b>169.88</b>	<b>18.89</b>	<b>150.99</b>	<b>164,179.01</b>	<b>0.09</b>
01-40-00-57-5013	Transfer to CERF	186,687.00	0.00	15,557.25	0.00	15,557.25	171,129.75	8.33
	<b>Other Financing Uses</b>	<b>186,687.00</b>	<b>0.00</b>	<b>15,557.25</b>	<b>0.00</b>	<b>15,557.25</b>	<b>171,129.75</b>	<b>8.33</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
<b>40</b>	<b>Police Department</b>	<b>6,405,183.00</b>	<b>0.00</b>	<b>440,862.15</b>	<b>84,629.71</b>	<b>356,232.44</b>	<b>6,048,950.56</b>	<b>5.56</b>
<b>50</b>	<b>Fire Department</b>							
01-50-00-51-0100	Salaries Sworn	1,839,755.00	0.00	143,276.18	0.00	143,276.18	1,696,478.82	7.79
01-50-00-51-0200	Salaries Regular	81,838.00	0.00	7,663.87	0.00	7,663.87	74,174.13	9.36
01-50-00-51-1500	Specialist Pay	138,016.00	0.00	11,327.78	0.00	11,327.78	126,688.22	8.21
01-50-00-51-1600	Holiday Pay	76,499.00	0.00	0.00	0.00	0.00	76,499.00	0.00
01-50-00-51-1700	Overtime	140,000.00	0.00	18,918.28	0.00	18,918.28	121,081.72	13.51
01-50-00-51-1800	Educational Incentives	14,800.00	0.00	0.00	0.00	0.00	14,800.00	0.00
01-50-00-51-3000	Part-Time Salaries	32,473.00	0.00	3,606.64	1,142.02	2,464.62	30,008.38	7.59
	<b>Personal Services</b>	<b>2,323,381.00</b>	<b>0.00</b>	<b>184,792.75</b>	<b>1,142.02</b>	<b>183,650.73</b>	<b>2,139,730.27</b>	<b>7.90</b>
01-50-00-51-1950	Insurance Refusal Reimb	1,525.00	0.00	125.00	0.00	125.00	1,400.00	8.20
01-50-00-52-0320	FICA	7,124.00	0.00	692.58	70.81	621.77	6,502.23	8.73
01-50-00-52-0325	Medicare	33,724.00	0.00	2,564.26	16.56	2,547.70	31,176.30	7.55
01-50-00-52-0330	IMRF	10,459.00	0.00	1,010.66	104.49	906.17	9,552.83	8.66
01-50-00-52-0375	Fringe Benefits	1,200.00	0.00	100.00	0.00	100.00	1,100.00	8.33
01-50-00-52-0400	Health Insurance	275,822.00	0.00	29,611.88	4,198.18	25,413.70	250,408.30	9.21
01-50-00-52-0420	Health Insurance - Retirees	35,225.00	0.00	10,982.96	7,838.28	3,144.68	32,080.32	8.93
01-50-00-52-0425	Life Insurance	1,456.00	0.00	241.17	126.38	114.79	1,341.21	7.88
01-50-00-52-0430	VEBA Contributions	57,192.00	0.00	0.00	0.00	0.00	57,192.00	0.00
01-50-00-53-0010	Contribution to Fire Pension	1,464,017.00	0.00	8,148.85	0.00	8,148.85	1,455,868.15	0.56
	<b>Benefits</b>	<b>1,887,744.00</b>	<b>0.00</b>	<b>53,477.36</b>	<b>12,354.70</b>	<b>41,122.66</b>	<b>1,846,621.34</b>	<b>2.18</b>
01-50-00-53-0200	Communications	2,300.00	0.00	0.00	0.00	0.00	2,300.00	0.00
01-50-00-53-0410	IT Support	7,126.00	0.00	0.00	0.00	0.00	7,126.00	0.00
01-50-00-53-3100	Maintenance of Equipment	8,050.00	0.00	0.00	0.00	0.00	8,050.00	0.00
01-50-00-53-3200	Maintenance of Vehicles	34,250.00	0.00	0.00	0.00	0.00	34,250.00	0.00
01-50-00-53-3300	Maint of Office Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-50-00-53-3600	Maintenance of Buildings	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00
01-50-00-53-4100	Training	24,500.00	0.00	90.00	0.00	90.00	24,410.00	0.37
01-50-00-53-4200	Community Support Services	16,300.00	0.00	10,000.00	0.00	10,000.00	6,300.00	61.35
01-50-00-53-4250	Travel & Meeting	3,950.00	0.00	163.81	0.00	163.81	3,786.19	4.15
01-50-00-53-4300	Dues & Subscriptions	3,700.00	0.00	1,420.50	0.00	1,420.50	2,279.50	38.39
01-50-00-53-4400	Medical & Screening	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
	<b>Contractual Services</b>	<b>119,176.00</b>	<b>0.00</b>	<b>11,674.31</b>	<b>0.00</b>	<b>11,674.31</b>	<b>107,501.69</b>	<b>9.80</b>
01-50-00-54-0100	Office Supplies	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-50-00-54-0200	Gas & Oil	13,234.00	0.00	0.00	0.00	0.00	13,234.00	0.00
01-50-00-54-0300	Uniforms Sworn Personnel	18,450.00	0.00	139.49	0.00	139.49	18,310.51	0.76



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-50-00-54-0600	Operating Supplies	23,300.00	0.00	904.48	0.00	904.48	22,395.52	3.88
	<b>Materials &amp; Supplies</b>	<b>56,484.00</b>	<b>0.00</b>	<b>1,043.97</b>	<b>0.00</b>	<b>1,043.97</b>	<b>55,440.03</b>	<b>1.85</b>
01-50-00-57-5013	Transfer to CERF	160,509.00	0.00	13,375.75	0.00	13,375.75	147,133.25	8.33
	<b>Other Financing Uses</b>	<b>160,509.00</b>	<b>0.00</b>	<b>13,375.75</b>	<b>0.00</b>	<b>13,375.75</b>	<b>147,133.25</b>	<b>8.33</b>
<b>50</b>	<b>Fire Department</b>	<b>4,547,294.00</b>	<b>0.00</b>	<b>264,364.14</b>	<b>13,496.72</b>	<b>250,867.42</b>	<b>4,296,426.58</b>	<b>5.52</b>
<b>60</b>	<b>Public Works</b>							
01-60-01-51-0200	Salaries Regular	509,854.00	0.00	42,068.68	0.00	42,068.68	467,785.32	8.25
01-60-01-51-1500	Certification Pay	7,950.00	0.00	7,650.00	0.00	7,650.00	300.00	96.23
01-60-01-51-1700	Overtime	50,000.00	0.00	6,593.34	0.00	6,593.34	43,406.66	13.19
01-60-01-51-1950	Insurance Refusal Reim	8.00	0.00	0.00	0.00	0.00	8.00	0.00
01-60-01-51-3000	Part-Time Salaries	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
	<b>Personal Services</b>	<b>575,812.00</b>	<b>0.00</b>	<b>56,312.02</b>	<b>0.00</b>	<b>56,312.02</b>	<b>519,499.98</b>	<b>9.78</b>
01-60-01-52-0320	FICA	34,941.00	0.00	3,458.83	0.00	3,458.83	31,482.17	9.90
01-60-01-52-0325	Medicare	8,339.00	0.00	808.93	0.00	808.93	7,530.07	9.70
01-60-01-52-0330	IMRF	51,580.00	0.00	5,078.28	0.00	5,078.28	46,501.72	9.85
01-60-01-52-0375	Fringe Benefits	4,140.00	0.00	351.00	0.00	351.00	3,789.00	8.48
01-60-01-52-0400	Health Insurance	138,233.00	0.00	4,701.74	679.52	4,022.22	134,210.78	2.91
01-60-01-52-0420	Health Insurance - Retirees	14,947.00	0.00	3,687.02	3,471.55	215.47	14,731.53	1.44
01-60-01-52-0425	Life Insurance	265.00	0.00	84.07	79.25	4.82	260.18	1.82
01-60-01-52-0430	VEBA Contributions	6,330.00	0.00	0.00	0.00	0.00	6,330.00	0.00
	<b>Benefits</b>	<b>258,775.00</b>	<b>0.00</b>	<b>18,169.87</b>	<b>4,230.32</b>	<b>13,939.55</b>	<b>244,835.45</b>	<b>5.39</b>
01-60-01-53-0200	Communications	1,210.00	0.00	18.02	0.00	18.02	1,191.98	1.49
01-60-01-53-0380	Consulting Services	23,000.00	0.00	180.00	0.00	180.00	22,820.00	0.78
01-60-01-53-0410	IT Support	21,100.00	0.00	0.00	0.00	0.00	21,100.00	0.00
01-60-01-53-1310	Julie Notifications	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-60-01-53-3100	Maintenance of Equipment	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00
01-60-01-53-3200	Maintenance of Vehicles	25,500.00	0.00	0.00	0.00	0.00	25,500.00	0.00
01-60-01-53-3400	Maintenance TrafficSt Lights	73,380.00	0.00	2,049.75	0.00	2,049.75	71,330.25	2.79
01-60-01-53-3550	Tree Maintenance	98,500.00	0.00	0.00	0.00	0.00	98,500.00	0.00
01-60-01-53-3600	Maintenance of Bldgs & Grounds	74,550.00	0.00	13,347.50	0.00	13,347.50	61,202.50	17.90
01-60-01-53-3610	Maintenance Sidewalks	55,000.00	0.00	0.00	0.00	0.00	55,000.00	0.00
01-60-01-53-3620	Maintenance Streets	123,000.00	0.00	0.00	0.00	0.00	123,000.00	0.00
01-60-01-53-4100	Training	1,200.00	0.00	0.00	0.00	0.00	1,200.00	0.00
01-60-01-53-4250	Travel & Meeting	6,460.00	0.00	847.40	0.00	847.40	5,612.60	13.12
01-60-01-53-4300	Dues & Subscriptions	2,310.00	0.00	740.00	0.00	740.00	1,570.00	32.03
01-60-01-53-4400	Medical & Screening	1,300.00	0.00	0.00	0.00	0.00	1,300.00	0.00
01-60-01-53-5300	AdvertisingLegal Notice	1,000.00	0.00	161.00	0.00	161.00	839.00	16.10
01-60-01-53-5350	Dumping Fees	13,000.00	0.00	0.00	0.00	0.00	13,000.00	0.00



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-60-01-53-5400	Damage Claims	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-60-01-53-5450	St Light Electricity	31,500.00	0.00	0.00	0.00	0.00	31,500.00	0.00
01-60-05-53-5500	Collection & Disposal	1,093,840.00	0.00	0.00	0.00	0.00	1,093,840.00	0.00
01-60-05-53-5510	Leaf Disposal	66,500.00	0.00	0.00	0.00	0.00	66,500.00	0.00
	<b>Contractual Services</b>	<b>1,741,850.00</b>	<b>0.00</b>	<b>17,343.67</b>	<b>0.00</b>	<b>17,343.67</b>	<b>1,724,506.33</b>	<b>1.00</b>
01-60-01-54-0100	Office Supplies	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-60-01-54-0200	Gas & Oil	21,354.00	0.00	0.00	0.00	0.00	21,354.00	0.00
01-60-01-54-0310	Uniforms	5,450.00	0.00	137.13	0.00	137.13	5,312.87	2.52
01-60-01-54-0500	Vehicle Parts	10,000.00	0.00	39.38	0.00	39.38	9,960.62	0.39
01-60-01-54-0600	Operating Supplies & Equipment	36,370.00	0.00	1,117.84	0.00	1,117.84	35,252.16	3.07
01-60-01-54-0800	Trees	36,000.00	0.00	15,401.25	0.00	15,401.25	20,598.75	42.78
01-60-01-54-2100	Snow & Ice Control	64,700.00	0.00	0.00	0.00	0.00	64,700.00	0.00
01-60-05-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Materials &amp; Supplies</b>	<b>175,374.00</b>	<b>0.00</b>	<b>16,695.60</b>	<b>0.00</b>	<b>16,695.60</b>	<b>158,678.40</b>	<b>9.52</b>
01-60-01-57-5013	Transfer to CERF	108,159.00	0.00	9,013.25	0.00	9,013.25	99,145.75	8.33
	<b>Other Financing Uses</b>	<b>108,159.00</b>	<b>0.00</b>	<b>9,013.25</b>	<b>0.00</b>	<b>9,013.25</b>	<b>99,145.75</b>	<b>8.33</b>
<b>60</b>	<b>Public Works</b>	<b>2,859,970.00</b>	<b>0.00</b>	<b>117,534.41</b>	<b>4,230.32</b>	<b>113,304.09</b>	<b>2,746,665.91</b>	<b>3.96</b>
	<b>Expense</b>	<b>16,544,069.00</b>	<b>0.00</b>	<b>1,022,630.32</b>	<b>106,027.09</b>	<b>916,603.23</b>	<b>15,627,465.77</b>	<b>5.54</b>
<b>01</b>	<b>General Fund</b>	<b>94,273.00</b>	<b>0.00</b>	<b>1,027,578.03</b>	<b>1,057,119.01</b>	<b>-29,540.98</b>	<b>123,813.98</b>	<b>-31.34</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>02</b>	<b>Water &amp; Sewer Fund</b>							
<b>00</b>								
02-00-00-42-2360	Permit Fees	17,480.00	0.00	0.00	2,200.00	2,200.00	15,280.00	12.59
	<b>Licenses &amp; Permits</b>	<b>17,480.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,200.00</b>	<b>2,200.00</b>	<b>15,280.00</b>	<b>12.59</b>
02-00-00-43-3100	Water Sales	3,198,881.00	0.00	0.00	180,810.31	180,810.31	3,018,070.69	5.65
02-00-00-43-3150	Sewer Sales	2,075,695.00	0.00	0.00	119,021.80	119,021.80	1,956,673.20	5.73
02-00-00-43-3160	Water Penalties	29,010.00	0.00	196.43	1,380.40	1,183.97	27,826.03	4.08
02-00-00-43-3515	NSF Fees	200.00	0.00	0.00	0.00	0.00	200.00	0.00
	<b>Charges for Services</b>	<b>5,303,786.00</b>	<b>0.00</b>	<b>196.43</b>	<b>301,212.51</b>	<b>301,016.08</b>	<b>5,002,769.92</b>	<b>5.68</b>
02-00-00-45-5100	Interest	18,989.00	0.00	0.00	2,180.80	2,180.80	16,808.20	11.48
	<b>Interest</b>	<b>18,989.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,180.80</b>	<b>2,180.80</b>	<b>16,808.20</b>	<b>11.48</b>
02-00-00-46-6410	Miscellaneous	5,000.00	0.00	0.00	200.00	200.00	4,800.00	4.00
02-00-00-46-6417	IRMA	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
	Reimbursements							
02-00-00-46-6580	Sale of Meters	10,000.00	0.00	0.00	1,741.00	1,741.00	8,259.00	17.41
	<b>Miscellaneous</b>	<b>17,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,941.00</b>	<b>1,941.00</b>	<b>15,059.00</b>	<b>11.42</b>
<b>00</b>		<b>5,357,255.00</b>	<b>0.00</b>	<b>196.43</b>	<b>307,534.31</b>	<b>307,337.88</b>	<b>5,049,917.12</b>	<b>5.74</b>
	<b>Revenue</b>	<b>5,357,255.00</b>	<b>0.00</b>	<b>196.43</b>	<b>307,534.31</b>	<b>307,337.88</b>	<b>5,049,917.12</b>	<b>5.74</b>
<b>60</b>	<b>Public Works</b>							
02-60-06-51-0200	Salaries Regular	807,308.00	0.00	65,302.38	0.00	65,302.38	742,005.62	8.09
02-60-06-51-1500	Specialists Pay	2,100.00	0.00	2,100.00	0.00	2,100.00	0.00	100.00
02-60-06-51-1700	Overtime	12,000.00	0.00	1,975.50	0.00	1,975.50	10,024.50	16.46
02-60-06-51-1950	Insurance Refusal Reimb	620.00	0.00	50.00	0.00	50.00	570.00	8.06
02-60-06-51-3000	Part-Time Salaries	15,200.00	0.00	0.00	0.00	0.00	15,200.00	0.00
	<b>Personal Services</b>	<b>837,228.00</b>	<b>0.00</b>	<b>69,427.88</b>	<b>0.00</b>	<b>69,427.88</b>	<b>767,800.12</b>	<b>8.29</b>
02-60-06-52-0100	ICMA Retirement	1,480.00	0.00	123.36	0.00	123.36	1,356.64	8.34
02-60-06-52-0320	FICA	50,952.00	0.00	4,256.91	0.00	4,256.91	46,695.09	8.35
02-60-06-52-0325	Medicare	12,267.00	0.00	995.52	0.00	995.52	11,271.48	8.12
02-60-06-52-0330	IMRF	75,668.00	0.00	6,247.81	0.00	6,247.81	69,420.19	8.26
02-60-06-52-0375	Fringe Benefits	5,280.00	0.00	466.50	0.00	466.50	4,813.50	8.84
02-60-06-52-0400	Health Insurance	178,702.00	0.00	7,085.93	1,161.90	5,924.03	172,777.97	3.32
02-60-06-52-0420	Health Insurance - Retirees	3,040.00	0.00	0.00	486.66	-486.66	3,526.66	-16.01
02-60-06-52-0425	Life Insurance	442.00	0.00	178.79	131.57	47.22	394.78	10.68
02-60-06-52-0430	VEBA Contributions	13,673.00	0.00	0.00	0.00	0.00	13,673.00	0.00
	<b>Benefits</b>	<b>341,504.00</b>	<b>0.00</b>	<b>19,354.82</b>	<b>1,780.13</b>	<b>17,574.69</b>	<b>323,929.31</b>	<b>5.15</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-53-0100	Electricity	38,004.00	0.00	0.00	0.00	0.00	38,004.00	0.00
02-60-06-53-0200	Communications	5,460.00	0.00	453.09	0.00	453.09	5,006.91	8.30
02-60-06-53-0300	Auditing	9,330.00	0.00	0.00	0.00	0.00	9,330.00	0.00
02-60-06-53-0380	Consulting Services	31,000.00	0.00	0.00	0.00	0.00	31,000.00	0.00
02-60-06-53-0410	IT Support	64,692.00	0.00	0.00	0.00	0.00	64,692.00	0.00
02-60-06-53-1300	Inspections	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
02-60-06-53-1310	JULIE Participation	2,345.00	0.00	0.00	0.00	0.00	2,345.00	0.00
02-60-06-53-2100	Bank Fees	29,454.00	0.00	2,710.78	0.00	2,710.78	26,743.22	9.20
02-60-06-53-2200	Liability Insurance	40,021.00	0.00	3,294.11	0.00	3,294.11	36,726.89	8.23
02-60-06-53-2250	IRMA Deductible	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00
02-60-06-53-3050	Water System Maintenance	120,500.00	0.00	0.00	0.00	0.00	120,500.00	0.00
02-60-06-53-3055	Hydrant Maintenance	24,000.00	0.00	0.00	0.00	0.00	24,000.00	0.00
02-60-06-53-3200	Maintenance of Vehicles	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
02-60-06-53-3300	Maint of Office Equipment	1,000.00	0.00	86.50	0.00	86.50	913.50	8.65
02-60-06-53-3600	Maintenance of Buildings	25,750.00	0.00	2,010.97	0.00	2,010.97	23,739.03	7.81
02-60-06-53-3620	Maintenance of Streets	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
02-60-06-53-3630	Overhead Sewer Program	59,000.00	0.00	0.00	0.00	0.00	59,000.00	0.00
02-60-06-53-3640	SewerCatch Basin Repair	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
02-60-06-53-4100	Training	1,150.00	0.00	0.00	0.00	0.00	1,150.00	0.00
02-60-06-53-4250	Travel & Meeting	3,185.00	0.00	331.60	0.00	331.60	2,853.40	10.41
02-60-06-53-4300	Dues & Subscriptions	1,460.00	0.00	85.00	0.00	85.00	1,375.00	5.82
02-60-06-53-4350	Printing	5,750.00	0.00	0.00	0.00	0.00	5,750.00	0.00
02-60-06-53-4400	Medical & Screening	700.00	0.00	0.00	0.00	0.00	700.00	0.00
02-60-06-53-4480	Water Testing	3,470.00	0.00	0.00	0.00	0.00	3,470.00	0.00
02-60-06-53-5300	AdvertisingLegal Notice	500.00	0.00	0.00	0.00	0.00	500.00	0.00
02-60-06-53-5350	Dumping Fees	20,000.00	0.00	663.97	0.00	663.97	19,336.03	3.32
02-60-06-53-5400	Damage Claims	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	<b>Contractual Services</b>	<b>574,271.00</b>	<b>0.00</b>	<b>9,636.02</b>	<b>0.00</b>	<b>9,636.02</b>	<b>564,634.98</b>	<b>1.68</b>
02-60-06-54-0100	Office Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
02-60-06-54-0200	Gas & Oil	13,094.00	0.00	0.00	0.00	0.00	13,094.00	0.00
02-60-06-54-0310	Uniforms	1,475.00	0.00	0.00	0.00	0.00	1,475.00	0.00
02-60-06-54-0500	Vehicle Parts	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
02-60-06-54-0600	Operating Supplies	68,300.00	0.00	25,753.65	0.00	25,753.65	42,546.35	37.71
02-60-06-54-1300	Postage	9,000.00	0.00	68.00	0.00	68.00	8,932.00	0.76
02-60-06-54-2200	Water from Chicago	1,642,606.00	0.00	0.00	0.00	0.00	1,642,606.00	0.00
	<b>Materials &amp; Supplies</b>	<b>1,742,975.00</b>	<b>0.00</b>	<b>25,821.65</b>	<b>0.00</b>	<b>25,821.65</b>	<b>1,717,153.35</b>	<b>1.48</b>
02-60-06-55-0500	Building Improvements	55,000.00	0.00	24,538.59	0.00	24,538.59	30,461.41	44.62

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-55-1150	Sewer System Improvements	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
02-60-06-55-1300	Water System Improvements	683,380.00	0.00	0.00	0.00	0.00	683,380.00	0.00
02-60-06-55-1400	Meter Replacement Program	22,000.00	0.00	0.00	0.00	0.00	22,000.00	0.00
02-60-06-55-9100	Street Improvements	70,000.00	0.00	0.00	0.00	0.00	70,000.00	0.00
	<b>Capital Outlay</b>	<b>1,005,380.00</b>	<b>0.00</b>	<b>24,538.59</b>	<b>0.00</b>	<b>24,538.59</b>	<b>980,841.41</b>	<b>2.44</b>
02-60-06-55-0010	Depreciation Expense	355,000.00	0.00	0.00	0.00	0.00	355,000.00	0.00
	<b>Depreciation</b>	<b>355,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>355,000.00</b>	<b>0.00</b>
02-60-06-56-0104	IEPA Loan Principal	634,690.00	0.00	315,601.34	0.00	315,601.34	319,088.66	49.73
02-60-06-56-0105	IEPA Loan Interest	282,456.00	0.00	142,971.56	0.00	142,971.56	139,484.44	50.62
	<b>Debt Service</b>	<b>917,146.00</b>	<b>0.00</b>	<b>458,572.90</b>	<b>0.00</b>	<b>458,572.90</b>	<b>458,573.10</b>	<b>50.00</b>
02-60-06-57-5013	Transfer to CERF	106,986.00	0.00	8,915.50	0.00	8,915.50	98,070.50	8.33
	<b>Other Financing Uses</b>	<b>106,986.00</b>	<b>0.00</b>	<b>8,915.50</b>	<b>0.00</b>	<b>8,915.50</b>	<b>98,070.50</b>	<b>8.33</b>
<b>60</b>	<b>Public Works</b>	<b>5,880,490.00</b>	<b>0.00</b>	<b>616,267.36</b>	<b>1,780.13</b>	<b>614,487.23</b>	<b>5,266,002.77</b>	<b>10.45</b>
	<b>Expense</b>	<b>5,880,490.00</b>	<b>0.00</b>	<b>616,267.36</b>	<b>1,780.13</b>	<b>614,487.23</b>	<b>5,266,002.77</b>	<b>10.45</b>
<b>02</b>	<b>Water &amp; Sewer Fund</b>	<b>523,235.00</b>	<b>0.00</b>	<b>616,463.79</b>	<b>309,314.44</b>	<b>307,149.35</b>	<b>216,085.65</b>	<b>58.70</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>03</b>	<b>Motor Fuel Tax Fund</b>							
<b>00</b>								
03-00-00-45-5100	Interest	9,790.00	0.00	0.00	636.75	636.75	9,153.25	6.50
	<b>Interest</b>	<b>9,790.00</b>	<b>0.00</b>	<b>0.00</b>	<b>636.75</b>	<b>636.75</b>	<b>9,153.25</b>	<b>6.50</b>
03-00-00-47-7090	State Grants and Reimbursemnts	11,200.00	0.00	87,334.71	87,334.71	0.00	11,200.00	0.00
03-00-00-47-7100	State Allotment	284,327.00	0.00	0.00	24,728.74	24,728.74	259,598.26	8.70
	<b>Intergovernmental</b>	<b>295,527.00</b>	<b>0.00</b>	<b>87,334.71</b>	<b>112,063.45</b>	<b>24,728.74</b>	<b>270,798.26</b>	<b>8.37</b>
<b>00</b>		<b>305,317.00</b>	<b>0.00</b>	<b>87,334.71</b>	<b>112,700.20</b>	<b>25,365.49</b>	<b>279,951.51</b>	<b>8.31</b>
	<b>Revenue</b>	<b>305,317.00</b>	<b>0.00</b>	<b>87,334.71</b>	<b>112,700.20</b>	<b>25,365.49</b>	<b>279,951.51</b>	<b>8.31</b>
<b>00</b>								
03-00-00-53-0390	Engineering Fees	14,000.00	0.00	0.00	0.00	0.00	14,000.00	0.00
03-00-00-53-2100	Bank Fees	60.00	0.00	0.00	0.00	0.00	60.00	0.00
03-00-00-53-3620	Street Maintenance	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
	<b>Contractual Services</b>	<b>64,060.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>64,060.00</b>	<b>0.00</b>
03-00-00-55-9100	Street Improvement	381,830.00	0.00	0.00	0.00	0.00	381,830.00	0.00
	<b>Capital Outlay</b>	<b>381,830.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>381,830.00</b>	<b>0.00</b>
<b>00</b>		<b>445,890.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>445,890.00</b>	<b>0.00</b>
	<b>Expense</b>	<b>445,890.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>445,890.00</b>	<b>0.00</b>
<b>03</b>	<b>Motor Fuel Tax Fund</b>	<b>140,573.00</b>	<b>0.00</b>	<b>87,334.71</b>	<b>112,700.20</b>	<b>-25,365.49</b>	<b>165,938.49</b>	<b>-18.04</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>05</b>	<b>Debt Service Fund</b>							
<b>00</b>								
05-00-00-41-1000	Prior Yrs Taxes	124,944.00	0.00	0.00	1,897.27	1,897.27	123,046.73	1.52
05-00-00-41-1021	Property Taxes	138,941.00	0.00	0.00	0.00	0.00	138,941.00	0.00
	Current							
	<b>Property Taxes</b>	<b>263,885.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,897.27</b>	<b>1,897.27</b>	<b>261,987.73</b>	<b>0.72</b>
05-00-00-45-5100	Interest	4,173.00	0.00	0.00	496.95	496.95	3,676.05	11.91
	<b>Interest</b>	<b><u>4,173.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>496.95</u></b>	<b><u>496.95</u></b>	<b><u>3,676.05</u></b>	<b><u>11.91</u></b>
<b>00</b>		<b><u>268,058.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>2,394.22</u></b>	<b><u>2,394.22</u></b>	<b><u>265,663.78</u></b>	<b><u>0.89</u></b>
	<b>Revenue</b>	<b>268,058.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,394.22</b>	<b>2,394.22</b>	<b>265,663.78</b>	<b>0.89</b>
<b>00</b>								
05-00-00-53-2100	Bank Fees	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Contractual</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>
	<b>Services</b>							
05-00-00-56-0033	2018 GO Bond	254,000.00	0.00	0.00	0.00	0.00	254,000.00	0.00
	Principal							
05-00-00-56-0034	2018 GO Bond	5,461.00	0.00	0.00	0.00	0.00	5,461.00	0.00
	Interest							
	<b>Debt Service</b>	<b><u>259,461.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>259,461.00</u></b>	<b><u>0.00</u></b>
<b>00</b>		<b><u>259,961.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>259,961.00</u></b>	<b><u>0.00</u></b>
	<b>Expense</b>	<b><u>259,961.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>259,961.00</u></b>	<b><u>0.00</u></b>
<b>05</b>	<b>Debt Service Fund</b>	<b>-8,097.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,394.22</b>	<b>-2,394.22</b>	<b>-5,702.78</b>	<b>29.57</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>09</b>	<b>Police Pension Fund</b>							
<b>00</b>								
09-00-00-45-5100	Interest	446,052.00	0.00	0.00	0.00	0.00	446,052.00	0.00
09-00-00-45-5200	Net Change in Fair Value	836,957.00	0.00	0.00	0.00	0.00	836,957.00	0.00
	<b>Interest</b>	<b>1,283,009.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,283,009.00</b>	<b>0.00</b>
09-00-00-41-1100	Employer Contribution	1,584,000.00	0.00	0.00	9,984.66	9,984.66	1,574,015.34	0.63
09-00-00-46-7350	Employee Contribution	306,550.00	0.00	0.00	22,068.08	22,068.08	284,481.92	7.20
	<b>Grants &amp; Contributions</b>	<b>1,890,550.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,052.74</b>	<b>32,052.74</b>	<b>1,858,497.26</b>	<b>1.70</b>
<b>00</b>		<b>3,173,559.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,052.74</b>	<b>32,052.74</b>	<b>3,141,506.26</b>	<b>1.01</b>
	<b>Revenue</b>	<b>3,173,559.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,052.74</b>	<b>32,052.74</b>	<b>3,141,506.26</b>	<b>1.01</b>
<b>00</b>								
09-00-00-52-6100	Pensions	2,297,197.00	0.00	0.00	0.00	0.00	2,297,197.00	0.00
09-00-00-52-6150	Pension Refund	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
	<b>Benefits</b>	<b>2,347,197.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,347,197.00</b>	<b>0.00</b>
09-00-00-53-0300	Audit Services	2,177.00	0.00	0.00	0.00	0.00	2,177.00	0.00
09-00-00-53-0350	Actuarial Services	2,550.00	0.00	0.00	0.00	0.00	2,550.00	0.00
09-00-00-53-0360	Payroll Services	28,325.00	0.00	0.00	0.00	0.00	28,325.00	0.00
09-00-00-53-0380	Consulting Services	51,470.00	0.00	0.00	0.00	0.00	51,470.00	0.00
09-00-00-53-0420	Legal Services	18,000.00	0.00	0.00	0.00	0.00	18,000.00	0.00
09-00-00-53-2100	Bank Fees	100.00	0.00	0.00	0.00	0.00	100.00	0.00
09-00-00-53-4100	Training	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
09-00-00-53-4250	Travel & Meeting	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
09-00-00-53-4300	Dues & Subscriptions	815.00	0.00	0.00	0.00	0.00	815.00	0.00
09-00-00-53-4400	Medical & Screening	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
09-00-00-53-5300	AdvertisingLegal Notice	100.00	0.00	0.00	0.00	0.00	100.00	0.00
09-00-00-54-3100	Misc Expenditures	13,800.00	0.00	0.00	0.00	0.00	13,800.00	0.00
	<b>Contractual Services</b>	<b>129,337.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>129,337.00</b>	<b>0.00</b>
<b>00</b>		<b>2,476,534.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,476,534.00</b>	<b>0.00</b>
	<b>Expense</b>	<b>2,476,534.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,476,534.00</b>	<b>0.00</b>

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
09	Police Pension Fund	-697,025.00	0.00	0.00	32,052.74	-32,052.74	-664,972.26	4.60



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>10</b>	<b>Fire Pension Fund</b>							
<b>00</b>								
10-00-00-45-5100	InterestDividends	299,476.00	0.00	0.00	0.00	0.00	299,476.00	0.00
10-00-00-45-5200	Net Change in Fair Value	572,224.00	0.00	0.00	0.00	0.00	572,224.00	0.00
	<b>Interest</b>	<b>871,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>871,700.00</b>	<b>0.00</b>
10-00-00-41-1100	Employer Contribution	1,464,017.00	0.00	0.00	8,148.85	8,148.85	1,455,868.15	0.56
10-00-00-46-7350	Employee Contribution	192,554.00	0.00	0.00	14,617.83	14,617.83	177,936.17	7.59
	<b>Grants &amp; Contributions</b>	<b>1,656,571.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,766.68</b>	<b>22,766.68</b>	<b>1,633,804.32</b>	<b>1.37</b>
<b>00</b>		<b>2,528,271.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,766.68</b>	<b>22,766.68</b>	<b>2,505,504.32</b>	<b>0.90</b>
	<b>Revenue</b>	<b>2,528,271.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,766.68</b>	<b>22,766.68</b>	<b>2,505,504.32</b>	<b>0.90</b>
<b>00</b>								
10-00-00-52-6100	Pensions Benefits	1,863,986.00	0.00	0.00	0.00	0.00	1,863,986.00	0.00
		<b>1,863,986.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,863,986.00</b>	<b>0.00</b>
10-00-00-53-0300	Audit Services	2,177.00	0.00	0.00	0.00	0.00	2,177.00	0.00
10-00-00-53-0350	Actuarial Services	2,125.00	0.00	0.00	0.00	0.00	2,125.00	0.00
10-00-00-53-0360	Payroll Services	13,495.00	0.00	0.00	0.00	0.00	13,495.00	0.00
10-00-00-53-0380	Consulting Services	41,870.00	0.00	0.00	0.00	0.00	41,870.00	0.00
10-00-00-53-0420	Legal Services	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
10-00-00-53-2100	Bank Fees	7,200.00	0.00	0.00	0.00	0.00	7,200.00	0.00
10-00-00-53-4100	Training	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
10-00-00-53-4250	Travel & Meeting	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
10-00-00-53-4300	Dues & Subscriptions	825.00	0.00	0.00	0.00	0.00	825.00	0.00
10-00-00-53-4400	Medical & Screening	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
10-00-00-54-1300	Postage	100.00	0.00	0.00	0.00	0.00	100.00	0.00
10-00-00-54-3100	Misc Expenditures	13,210.00	0.00	0.00	0.00	0.00	13,210.00	0.00
	<b>Contractual Services</b>	<b>99,002.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>99,002.00</b>	<b>0.00</b>
<b>00</b>		<b>1,962,988.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,962,988.00</b>	<b>0.00</b>
	<b>Expense</b>	<b>1,962,988.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,962,988.00</b>	<b>0.00</b>
<b>10</b>	<b>Fire Pension Fund</b>	<b>-565,283.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,766.68</b>	<b>-22,766.68</b>	<b>-542,516.32</b>	<b>4.03</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>13</b>	<b>Capital Equip Replacement Fund</b>							
<b>00</b>								
13-00-00-45-5100	Interest	81,772.00	0.00	0.00	2,861.60	2,861.60	78,910.40	3.50
13-00-00-45-5200	Net Change in Fair Value	0.00	0.00	0.00	2,690.47	2,690.47	-2,690.47	0.00
	<b>Interest</b>	<b>81,772.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,552.07</b>	<b>5,552.07</b>	<b>76,219.93</b>	<b>6.79</b>
13-00-00-46-6410	Miscellaneous	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	<b>Miscellaneous</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>
13-00-00-47-7001	From General Fund	456,795.00	0.00	0.00	38,066.25	38,066.25	418,728.75	8.33
13-00-00-47-7002	Transfer from Water and Sewer	106,986.00	0.00	0.00	8,915.50	8,915.50	98,070.50	8.33
13-00-00-48-8000	Sale of Property	25,000.00	0.00	0.00	1,998.20	1,998.20	23,001.80	7.99
	<b>Other Financing Sources</b>	<b>588,781.00</b>	<b>0.00</b>	<b>0.00</b>	<b>48,979.95</b>	<b>48,979.95</b>	<b>539,801.05</b>	<b>8.32</b>
<b>00</b>		<b>675,553.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,532.02</b>	<b>54,532.02</b>	<b>621,020.98</b>	<b>8.07</b>
	<b>Revenue</b>	<b>675,553.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,532.02</b>	<b>54,532.02</b>	<b>621,020.98</b>	<b>8.07</b>
<b>00</b>								
13-00-00-53-2100	Bank Fees	100.00	0.00	0.00	0.00	0.00	100.00	0.00
	<b>Contractual Services</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.00</b>
13-00-00-55-8700	Police Vehicles	85,682.00	0.00	0.00	0.00	0.00	85,682.00	0.00
13-00-00-55-8720	Police Equipment	32,010.00	0.00	0.00	0.00	0.00	32,010.00	0.00
13-00-00-55-8850	Fire Dept Equipment	71,750.00	0.00	0.00	0.00	0.00	71,750.00	0.00
13-00-00-55-8910	PW Vehicles	70,500.00	0.00	0.00	0.00	0.00	70,500.00	0.00
13-00-00-55-8925	PW Equipment	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0.00
	<b>Capital Outlay</b>	<b>349,942.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>349,942.00</b>	<b>0.00</b>
<b>00</b>		<b>350,042.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>350,042.00</b>	<b>0.00</b>
	<b>Expense</b>	<b>350,042.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>350,042.00</b>	<b>0.00</b>
<b>13</b>	<b>Capital Equip Replacement Fund</b>	<b>-325,511.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,532.02</b>	<b>-54,532.02</b>	<b>-270,978.98</b>	<b>16.75</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>14</b>	<b>Capital Improvement Fund</b>							
<b>00</b>								
14-00-00-43-3200	Metra Daily Parking Fees	17,280.00	0.00	0.00	0.00	0.00	17,280.00	0.00
14-00-00-43-3220	Parking Lot Permit Fees	32,610.00	0.00	0.00	0.00	0.00	32,610.00	0.00
	<b>Charges for Services</b>	<b>49,890.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,890.00</b>	<b>0.00</b>
14-00-00-44-4240	Automated Traffic Enf Fines	835,875.00	0.00	0.00	135,171.85	135,171.85	700,703.15	16.17
	<b>Fines &amp; Forfeits</b>	<b>835,875.00</b>	<b>0.00</b>	<b>0.00</b>	<b>135,171.85</b>	<b>135,171.85</b>	<b>700,703.15</b>	<b>16.17</b>
14-00-00-45-5100	Interest	32,192.00	0.00	0.00	1,896.34	1,896.34	30,295.66	5.89
14-00-00-45-5200	Net Change in Fair Value	0.00	0.00	0.00	1,099.09	1,099.09	-1,099.09	0.00
	<b>Interest</b>	<b><u>32,192.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>2,995.43</u></b>	<b><u>2,995.43</u></b>	<b><u>29,196.57</u></b>	<b><u>9.30</u></b>
<b>00</b>		<b><u>917,957.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>138,167.28</u></b>	<b><u>138,167.28</u></b>	<b><u>779,789.72</u></b>	<b><u>15.05</u></b>
	<b>Revenue</b>	<b>917,957.00</b>	<b>0.00</b>	<b>0.00</b>	<b>138,167.28</b>	<b>138,167.28</b>	<b>779,789.72</b>	<b>15.05</b>
<b>00</b>								
14-00-00-53-4290	License Fees	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
	<b>Contractual Services</b>	<b>12,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>0.00</b>
14-00-00-55-0500	Building Improvements	62,260.00	0.00	0.00	0.00	0.00	62,260.00	0.00
14-00-00-55-1205	Streetscape Improvements	320,500.00	0.00	0.00	0.00	0.00	320,500.00	0.00
14-00-00-55-1210	Parking Lot Improvements	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00
14-00-00-55-1250	Alley Improvements	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0.00
14-00-00-55-8610	Furniture & Equipment	34,380.00	0.00	0.00	0.00	0.00	34,380.00	0.00
14-00-00-55-8620	Information Technology Equipme	392,170.00	0.00	35,192.80	0.00	35,192.80	356,977.20	8.97
	<b>Capital Outlay</b>	<b><u>1,184,310.00</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>1,149,117.20</u></b>	<b><u>2.97</u></b>
<b>00</b>		<b><u>1,196,310.00</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>1,161,117.20</u></b>	<b><u>2.94</u></b>

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
	<b>Expense</b>	<b><u>1,196,310.00</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>0.00</u></b>	<b><u>35,192.80</u></b>	<b><u>1,161,117.20</u></b>	<b><u>2.94</u></b>
14	<b>Capital Improvement Fund</b>	<b>278,353.00</b>	<b>0.00</b>	<b>35,192.80</b>	<b>138,167.28</b>	<b>-102,974.48</b>	<b>381,327.48</b>	<b>-36.99</b>

<b>Account Number</b>	<b>Description</b>	<b>Budget</b>	<b>Beg Bal</b>	<b>Debits</b>	<b>Credits</b>	<b>End Bal</b>	<b>Remaining</b>	<b>% Exp/Col</b>
<b>16</b>	<b>Economic Development Fund</b>							
<b>00</b>								
16-00-00-45-5100	Interest	3,688.00	0.00	0.00	225.22	225.22	3,462.78	6.11
	<b>Interest</b>	<b><u>3,688.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>225.22</u></b>	<b><u>225.22</u></b>	<b><u>3,462.78</u></b>	<b><u>6.11</u></b>
<b>00</b>		<b><u>3,688.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>225.22</u></b>	<b><u>225.22</u></b>	<b><u>3,462.78</u></b>	<b><u>6.11</u></b>
	<b>Revenue</b>	<b>3,688.00</b>	<b>0.00</b>	<b>0.00</b>	<b>225.22</b>	<b>225.22</b>	<b>3,462.78</b>	<b>6.11</b>
<b>00</b>								
16-00-00-53-0420	Legal Services	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	<b>Contractual Services</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>
16-00-00-55-4300	Other Improvements	180,529.00	0.00	161,629.24	0.00	161,629.24	18,899.76	89.53
	<b>Capital Outlay</b>	<b><u>180,529.00</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>18,899.76</u></b>	<b><u>89.53</u></b>
<b>00</b>		<b><u>190,529.00</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>28,899.76</u></b>	<b><u>84.83</u></b>
	<b>Expense</b>	<b><u>190,529.00</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>0.00</u></b>	<b><u>161,629.24</u></b>	<b><u>28,899.76</u></b>	<b><u>84.83</u></b>
<b>16</b>	<b>Economic Development Fund</b>	<b>186,841.00</b>	<b>0.00</b>	<b>161,629.24</b>	<b>225.22</b>	<b>161,404.02</b>	<b>25,436.98</b>	<b>86.39</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>31</b>	<b>TIF-Madison Street</b>							
<b>00</b>								
31-00-00-41-1000	Property Taxes-Prior Years	83,452.00	0.00	0.00	790.47	790.47	82,661.53	0.95
31-00-00-41-1021	Property Taxes-Current Year	85,121.00	0.00	0.00	0.00	0.00	85,121.00	0.00
	<b>Property Taxes</b>	<b>168,573.00</b>	<b>0.00</b>	<b>0.00</b>	<b>790.47</b>	<b>790.47</b>	<b>167,782.53</b>	<b>0.47</b>
31-00-00-45-5100	Interest	1,000.00	0.00	0.00	208.15	208.15	791.85	20.82
	<b>Interest</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>208.15</b>	<b>208.15</b>	<b>791.85</b>	<b>20.82</b>
31-00-00-47-7001	Transfer from General Fund	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
	<b>Other Financing Sources</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>00</b>		<b>194,573.00</b>	<b>0.00</b>	<b>0.00</b>	<b>998.62</b>	<b>998.62</b>	<b>193,574.38</b>	<b>0.51</b>
	<b>Revenue</b>	<b>194,573.00</b>	<b>0.00</b>	<b>0.00</b>	<b>998.62</b>	<b>998.62</b>	<b>193,574.38</b>	<b>0.51</b>
<b>00</b>								
31-00-00-53-0100	Electricity & Natural Gas	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
31-00-00-53-0300	Audit Services	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
31-00-00-53-0380	Consulting Services	5,000.00	0.00	550.00	0.00	550.00	4,450.00	11.00
31-00-00-53-0425	Village Attorney	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
31-00-00-53-4350	Printing	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
31-00-00-53-5300	AdvertisingLegal Notice	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	<b>Contractual Services</b>	<b>11,500.00</b>	<b>0.00</b>	<b>550.00</b>	<b>0.00</b>	<b>550.00</b>	<b>10,950.00</b>	<b>4.78</b>
31-00-00-55-4300	Other Improvements	14,576.00	0.00	0.00	0.00	0.00	14,576.00	0.00
	<b>Capital Outlay</b>	<b>14,576.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,576.00</b>	<b>0.00</b>
31-00-00-56-0081	Interest on Interfund Loan	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0.00
	<b>Debt Service</b>	<b>27,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,500.00</b>	<b>0.00</b>
<b>00</b>		<b>53,576.00</b>	<b>0.00</b>	<b>550.00</b>	<b>0.00</b>	<b>550.00</b>	<b>53,026.00</b>	<b>1.03</b>
	<b>Expense</b>	<b>53,576.00</b>	<b>0.00</b>	<b>550.00</b>	<b>0.00</b>	<b>550.00</b>	<b>53,026.00</b>	<b>1.03</b>

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
31	TIF-Madison Street	-140,997.00	0.00	550.00	998.62	-448.62	-140,548.38	0.32

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>32</b>	<b>Tif - North Avenue</b>							
<b>00</b>								
32-00-00-45-5100	Interest	700.00	0.00	0.00	72.39	72.39	627.61	10.34
	<b>Interest</b>	<b>700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72.39</b>	<b>72.39</b>	<b>627.61</b>	<b>10.34</b>
32-00-00-47-7001	Transfer from General Fund	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
	<b>Other Financing Sources</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>00</b>		<b>25,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72.39</b>	<b>72.39</b>	<b>25,627.61</b>	<b>0.28</b>
	<b>Revenue</b>	<b>25,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72.39</b>	<b>72.39</b>	<b>25,627.61</b>	<b>0.28</b>
<b>00</b>								
32-00-00-53-0380	Consulting Services	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
32-00-00-53-0425	Village Attorney	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
32-00-00-53-4350	Printing	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
32-00-00-53-5300	AdvertisingLegal	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	<b>Contractual Services</b>	<b>17,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,000.00</b>	<b>0.00</b>
<b>00</b>		<b>17,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,000.00</b>	<b>0.00</b>
	<b>Expense</b>	<b>17,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,000.00</b>	<b>0.00</b>
<b>32</b>	<b>Tif - North Avenue</b>	<b>-8,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72.39</b>	<b>-72.39</b>	<b>-8,627.61</b>	<b>0.83</b>



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>35</b>	<b>Infrastructure Imp</b>							
	<b>Bond Fund</b>							
<b>00</b>								
35-00-00-45-5100	Interest	2,500.00	0.00	0.00	692.54	692.54	1,807.46	27.70
	<b>Interest</b>	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>692.54</u>	<u>692.54</u>	<u>1,807.46</u>	<u>27.70</u>
<b>00</b>		<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>692.54</u>	<u>692.54</u>	<u>1,807.46</u>	<u>27.70</u>
	<b>Revenue</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>692.54</b>	<b>692.54</b>	<b>1,807.46</b>	<b>27.70</b>
<b>00</b>								
35-00-00-55-9100	Street Improvements	318,311.00	0.00	0.00	0.00	0.00	318,311.00	0.00
	<b>Capital Outlay</b>	<u>318,311.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>318,311.00</u>	<u>0.00</u>
<b>00</b>		<u>318,311.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>318,311.00</u>	<u>0.00</u>
	<b>Expense</b>	<u>318,311.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>318,311.00</u>	<u>0.00</u>
<b>35</b>	<b>Infrastructure Imp</b>	<b>315,811.00</b>	<b>0.00</b>	<b>0.00</b>	<b>692.54</b>	<b>-692.54</b>	<b>316,503.54</b>	<b>-0.22</b>
	<b>Bond Fund</b>							

# Village of River Forest Investments

Fiscal Year 2019  
Through 05/31/2019

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
01	2018-15	MB Financial Bank	02.270%	6/29/2018	6/29/2019	\$203,403.89	\$203,403.89	\$206,877.01
01	2017-12	Ally Bank	01.650%	6/29/2017	7/1/2019	\$247,000.00	\$247,000.00	\$246,864.89
01	2018-18	MB Financial	02.270%	7/3/2018	7/4/2019	\$508,489.94	\$508,489.94	\$517,204.20
01	2018-26	MB Financial	02.350%	10/5/2018	7/5/2019	\$213,824.92	\$213,824.92	\$216,337.83
01	2018-05	Private Bank	01.675%	8/21/2017	8/21/2019	\$241,600.00	\$241,600.00	\$241,600.00
01	2018-13	Morgan Stanley Private Bank	02.200%	3/15/2018	9/16/2019	\$247,109.27	\$247,000.00	\$246,851.80
01	2018-21	Eaglebank	02.750%	10/9/2018	10/9/2019	\$243,400.00	\$243,400.00	\$243,400.00
01	2018-19	Servisfirst Bank	02.413%	8/16/2018	10/15/2019	\$243,000.00	\$243,000.00	\$243,000.00
01	2018-24	First Capital Bank	02.950%	10/31/2018	10/31/2019	\$243,200.00	\$243,200.00	\$243,200.00
01	2018-28	Notheast Community Bank	02.883%	12/20/2018	12/20/2019	\$242,800.00	\$242,800.00	\$242,800.00
01	2017-05	Wells Fargo	01.750%	3/1/2017	3/2/2020	\$249,364.25	\$249,000.00	\$247,822.73
01	2017-06	Capital One Bank	01.800%	3/8/2017	3/9/2020	\$247,000.00	\$247,000.00	\$245,793.40
01	2018-14	Bank of China	02.335%	3/7/2018	3/23/2020	\$238,100.00	\$238,100.00	\$238,100.00
01	2017-09	FHLMC	01.500%	4/4/2017	2/17/2021	\$330,165.00	\$330,000.00	\$330,491.70
								<b>\$3,710,343.56</b>
02	2018-17	Mainstreet Bank	02.525%	7/18/2018	7/18/2019	\$243,800.00	\$243,800.00	\$243,800.00
02	2019-07	Prudential Bank, PA	02.450%	4/18/2019	4/17/2020	\$244,000.00	\$244,000.00	\$244,000.00
								<b>\$487,800.00</b>
03	2019-05	First Mid-Illinois Bank & Trust	02.933%	3/12/2019	3/11/2021	\$150,000.00	\$150,000.00	\$150,000.00

# Village of River Forest Investments

Fiscal Year 2019  
Through 05/31/2019

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								<b>\$150,000.00</b>
13	2018-27	MB Financial	02.350%	10/5/2018	7/5/2019	\$213,824.93	\$213,824.93	\$216,337.82
13	2018-16	First Internet Bank of Indiana	02.486%	7/18/2018	7/18/2019	\$243,900.00	\$243,900.00	\$243,900.00
13	2018-20	CFG Community Bank	02.593%	9/14/2018	9/16/2019	\$238,671.91	\$238,671.91	\$238,671.91
13	2018-23	Capital Bank	02.850%	10/31/2018	10/31/2019	\$243,400.00	\$243,400.00	\$243,400.00
13	2018-25	Preferred Bank	02.800%	10/31/2018	10/31/2019	\$243,400.00	\$243,400.00	\$243,400.00
13	2018-09	Capital One Natl Assoc	01.750%	11/8/2017	11/8/2019	\$247,000.00	\$247,000.00	\$246,277.28
13	2018-10	Morgan Stanley Bank	01.750%	11/9/2017	11/12/2019	\$247,000.00	\$247,000.00	\$246,260.48
13	2018-29	Cornerstone Bank - NY	02.889%	12/10/2018	6/8/2020	\$239,200.00	\$239,200.00	\$239,200.00
13	2019-08	Western Alliance Bank/Torrey	02.430%	5/8/2019	10/29/2020	\$241,000.00	\$241,000.00	\$241,000.00
13	2018-31	Citibank	03.000%	12/21/2018	12/21/2020	\$246,237.36	\$246,000.00	\$248,132.82
13	2019-01	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$198,146.00
13	2019-06	FHLN	02.250%	3/1/2019	1/29/2021	\$597,810.00	\$600,000.00	\$600,102.00
								<b>\$3,204,828.31</b>
14	2018-22	Sonabank	02.750%	10/9/2018	10/9/2019	\$243,500.00	\$243,500.00	\$243,500.00
14	2018-30	Discover Bank	02.820%	12/12/2018	6/12/2020	\$246,107.75	\$246,000.00	\$246,987.69
14	2019-02	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$198,146.00
14	2019-04	Pacific Western Bank	03.300%	2/6/2019	2/8/2021	\$234,600.00	\$234,600.00	\$234,600.00
								<b>\$923,233.69</b>

# Village of River Forest Investments

Fiscal Year 2019  
Through 05/31/2019

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								\$8,476,205.56



## MEMORANDUM

Date: June 10, 2019

To: Eric Palm, Village Administrator

From: Rosey McAdams, Director of Finance

Subject: Expenditures –May 2019

Attached for your review and approval is a list of payments made to vendors by account number for the period from May 1-31, 2019. The total payments made for the period, including payrolls, are as follows:

### VILLAGE OF RIVER FOREST EXPENDITURES MONTH ENDED May 31, 2019

FUND	FUND #	VENDORS	PAYROLLS	TOTAL
General Fund	01	\$ 862,531.33	\$ 376,139.87	\$ 1,238,671.20
Water & Sewer Fund	02	689,642.54	46,851.46	736,494.00
Motor Fuel Tax	03	-	-	-
Debt Service	05	-	-	-
Capital Equip Replacement	13	56,244.09	-	56,244.09
Capital Improvement Fund	14	42,816.55	-	42,816.55
Economic Development Fund	16	165,080.14	-	165,080.14
TIF-Madison	31	572.47	-	572.47
TIF-North	32	-	-	-
Infrastructure Imp Fund	35	-	-	-
<b>Total Village Expenditures</b>		<b>\$ 1,816,887.12</b>	<b>\$ 422,991.33</b>	<b>\$ 2,239,878.45</b>

#### Requested Board Actions:

1. Motion to Approve the May 2019 Accounts Payable and Payroll transactions totaling \$2,074,225.84.
2. Motion to Approve the May 2019 Accounts Payable transactions for the Economic Development Fund (16) totaling \$165,080.14 and the TIF-Madison Street Fund (31) totaling \$572.47.

# Accounts Payable

## Transactions by Account

User: rmcadams  
 Printed: 06/10/2019 - 6:11PM  
 Batch: 00000.00.0000



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-16-0010	Midwest Operating Eng-Pension Tru	P/W RETIREE EMPLOYEE HEALTH	05/31/2019	49160	1,070.00	
		Vendor Subtotal for Division:00			1,070.00	
01-00-00-16-0010	MOE Funds	P/W EMPLOYEE HEALTH INS/JUL	05/31/2019	49161	6,844.30	
		Vendor Subtotal for Division:00			6,844.30	
01-00-00-17-0010	Bell Fuels Inc	PURCHASE OF GASOLINE AND/O	04/30/2019	49007	9,445.73	
01-00-00-17-0010	Bell Fuels Inc	PURCHASE OF GASOLINE AND/O	04/30/2019	49007	3,254.16	
		Vendor Subtotal for Division:00			12,699.89	
01-00-00-17-0025	Roy Strom Refuse Removal Inc	RF STICKER SALES	04/30/2019	0	2,950.00	
		Vendor Subtotal for Division:00			2,950.00	
01-00-00-21-0015	State Treasurer	PR Batch 00015.05.2019 State Income	05/15/2019	999854	12,434.09	
01-00-00-21-0015	State Treasurer	PR Batch 00031.05.2019 State Income	05/31/2019	999848	11,463.11	
		Vendor Subtotal for Division:00			23,897.20	
01-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 FICA Emplo	05/15/2019	999855	4,969.27	
01-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Medicare En	05/15/2019	999855	4,106.10	
01-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Medicare En	05/15/2019	999855	4,140.63	
01-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Federal Inco	05/15/2019	999855	33,867.82	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 FICA Emplo	05/15/2019	999855	4,969.27	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Federal Inco	05/31/2019	999849	30,009.91	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Medicare En	05/31/2019	999849	3,837.56	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Medicare En	05/31/2019	999849	34.53	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 FICA Emplo	05/31/2019	999849	4,207.33	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 FICA Emplo	05/31/2019	999849	4,207.33	
01-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Medicare En	05/31/2019	999849	3,837.56	
Vendor Subtotal for Division:00					98,187.31	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	6,060.27	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF-Volun	05/15/2019	999846	310.57	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	569.83	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	1,158.65	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	2,980.48	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF-Volun	05/15/2019	999846	1,533.80	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	2,488.99	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	524.98	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF-Volun	05/31/2019	999846	1,423.09	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF-Volun	05/31/2019	999846	230.09	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	5,060.95	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	1,067.45	
Vendor Subtotal for Division:00					23,409.15	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.05.2019 ICMA	05/15/2019	999852	3,401.03	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.05.2019 ICMA	05/15/2019	999852	1,540.44	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.05.2019 ICMA	05/31/2019	999845	3,093.44	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.05.2019 ICMA	05/31/2019	999845	1,523.62	
Vendor Subtotal for Division:00					9,558.53	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Roth	05/15/2019	999850	75.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Flat	05/15/2019	999850	2,063.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Emplo	05/15/2019	999850	554.99	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA %	05/15/2019	999850	895.93	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Loan R	05/15/2019	999850	98.88	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Roth %	05/15/2019	999850	1,574.11	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Roth	05/31/2019	999843	75.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Roth %	05/31/2019	999843	1,260.09	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Flat	05/31/2019	999843	2,063.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Emplo	05/31/2019	999843	554.99	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA %	05/31/2019	999843	858.50	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Loan R	05/31/2019	999843	98.88	
Vendor Subtotal for Division:00					10,172.37	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00015.05.2019 VEBA Contr	05/15/2019	999851	3,319.28	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00031.05.2019 VEBA Contr	05/31/2019	999844	54,256.28	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00031.05.2019 VEBA Contr	05/31/2019	999844	3,230.51	
Vendor Subtotal for Division:00					60,806.07	
01-00-00-21-0050	Illinois Fraternal Order of Police Lab	PR Batch 00031.05.2019 Police Union	05/31/2019	6023	1,118.00	
Vendor Subtotal for Division:00					1,118.00	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	4,753.67	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	1,892.75	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	18.03	
Vendor Subtotal for Division:00					6,664.45	
01-00-00-21-0050	International Union of Operating En	PR Batch 00015.05.2019 Public Work:	05/15/2019	6024	339.56	
01-00-00-21-0050	International Union of Operating En	PR Batch 00031.05.2019 Public Work:	05/31/2019	6024	283.63	
Vendor Subtotal for Division:00					623.19	
01-00-00-21-0050	International Union of Operating En	PR Batch 00015.05.2019 Public Work:	05/15/2019	6025	66.26	
01-00-00-21-0050	International Union of Operating En	PR Batch 00031.05.2019 Public Work:	05/31/2019	6025	55.59	
Vendor Subtotal for Division:00					121.85	
01-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00015.05.2019 Supplementa	05/15/2019	6026	49.27	
01-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00031.05.2019 Supplementa	05/31/2019	6026	46.40	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:00					95.67	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00015.05.2019 Doran-17031	05/15/2019	999853	434.50	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00031.05.2019 Doran-17031	05/31/2019	999847	434.50	
Vendor Subtotal for Division:00					869.00	
01-00-00-23-0060	River Forest Public Library	LIBRARY PPRT	04/30/2019	49086	3,662.01	
Vendor Subtotal for Division:00					3,662.01	
01-00-00-25-0021	Brian Reed	REFUND DUMPSTER DEPOSIT	04/30/2019	49083	350.00	
Vendor Subtotal for Division:00					350.00	
01-00-00-25-0051	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	375.00	
01-00-00-25-0051	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	1,050.00	
Vendor Subtotal for Division:00					1,425.00	
01-00-00-25-0054	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	150.00	
Vendor Subtotal for Division:00					150.00	
01-00-00-25-0059	Fifth Third Bank	MESSENGER SERVICE	04/30/2019	192	33.64	
01-00-00-25-0059	Fifth Third Bank	MESSENGER SERVICE	04/30/2019	192	40.53	
01-00-00-25-0059	Fifth Third Bank	MESSENGER SERVICE	04/30/2019	192	29.00	
Vendor Subtotal for Division:00					103.17	
01-00-00-25-5216	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	375.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-25-5216	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	900.00	
		Vendor Subtotal for Division:00			1,275.00	
01-00-00-25-9010	Benjamin Keith	REFUND SPECIAL EVENT PERMIT	05/31/2019	49157	200.00	
		Vendor Subtotal for Division:00			200.00	
01-00-00-42-2120	Thomas Quinn	REFUND OVERPAYMENT OF VEH	05/15/2019	49081	53.75	
		Vendor Subtotal for Division:00			53.75	
01-00-00-42-2120	Joseph Sanfilippo	REFUND OVERPAYMENT OF VEH	04/30/2019	49090	42.50	
		Vendor Subtotal for Division:00			42.50	
01-00-00-42-2120	Christy Smith	REFUND OVERPAYMENT OF VEH	05/15/2019	49097	53.75	
		Vendor Subtotal for Division:00			53.75	
01-00-00-42-2360	Asiana Cuisine Enterprises	REIMB OVERPAYMENT OF RF BU	04/30/2019	49000	50.00	
		Vendor Subtotal for Division:00			50.00	
01-00-00-44-4230	Erika King	REFUND DUPLICATE PAYMENT O	05/15/2019	49054	30.00	
		Vendor Subtotal for Division:00			30.00	
01-00-00-44-4230	Jeffery Kline	REFUND DUPLICATE PAYMENT O	05/15/2019	49055	30.00	
		Vendor Subtotal for Division:00			30.00	
01-00-00-46-6411	Ramsis Rodriguez	REFUND POLICE OFFICER APPLIC	04/30/2019	49088	30.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:00					30.00	
01-10-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	-479.09	
01-10-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	5,034.86	
Vendor Subtotal for Division:10					4,555.77	
01-10-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	1,447.23	
01-10-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	-26.49	
01-10-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	5.70	
Vendor Subtotal for Division:10					1,426.44	
01-10-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	-1.96	
01-10-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	84.74	
Vendor Subtotal for Division:10					82.78	
01-10-00-53-0200	AT&T	MONTHLY ELEVATOR CHARGE	04/30/2019	49001	318.94	
Vendor Subtotal for Division:10					318.94	
01-10-00-53-0200	AT&T	HIGH SPEED INTERNET	05/15/2019	49002	76.91	
Vendor Subtotal for Division:10					76.91	
01-10-00-53-0200	CALL ONE	MONTHLY PHONE SERVICE	05/15/2019	49013	1,013.57	
Vendor Subtotal for Division:10					1,013.57	
01-10-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	04/30/2019	0	77.91	
Vendor Subtotal for Division:10					77.91	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-0380	Dana Dussias Photography	HEADSHOTS - VILLAGE BOARD &	05/31/2019	49141	300.00	
		Vendor Subtotal for Division:10			300.00	
01-10-00-53-0380	Illinois State Police Div of Admin	LIQUOR LICENSE - FINGERPRINT	04/30/2019	49155	30.00	
		Vendor Subtotal for Division:10			30.00	
01-10-00-53-0380	KLOA Inc	TRAFFIC EVALUATION - INTERSE	04/30/2019	49056	1,815.00	
		Vendor Subtotal for Division:10			1,815.00	
01-10-00-53-0380	Total Administrative Services Corp	VEBA/FSA ADMIN FEES	04/30/2019	49108	500.00	
01-10-00-53-0380	Total Administrative Services Corp	COBRA ADMIN FEES	04/30/2019	49108	71.00	
01-10-00-53-0380	Total Administrative Services Corp	VEBA/FSA ADMIN FEES	04/30/2019	49108	602.15	
		Vendor Subtotal for Division:10			1,173.15	
01-10-00-53-0380	TKB Associates Inc	SCANNING OF OLD HPC DOCUMI	04/30/2019	49176	818.25	
		Vendor Subtotal for Division:10			818.25	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY19 IT SUPPORT - POLICE DEPT.	04/30/2019	0	1,801.25	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY19 IT SUPPORT - VIDEO POLICE	04/30/2019	0	2,757.50	
01-10-00-53-0410	ClientFirst Consulting Group LLC	DOOR ACCESS UPGRADE APR 201	04/30/2019	0	143.75	
		Vendor Subtotal for Division:10			4,702.50	
01-10-00-53-0410	Fifth Third Bank	NETMOTION SSL RENEWAL	04/30/2019	192	79.99	
01-10-00-53-0410	Fifth Third Bank	DNS HOSTING	04/30/2019	192	863.64	
01-10-00-53-0410	Fifth Third Bank	HDMI TO DISPLAY CABLES	04/30/2019	192	87.92	
		Vendor Subtotal for Division:10			1,031.55	
01-10-00-53-0410	SHI International Corp	BARRACUDA - 1 YR THROUGH 5/	05/15/2019	49095	525.17	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:10			525.17	
01-10-00-53-0410	Webitects	WEB HOSTING & TECH ASSISTAN	04/30/2019	49120	485.00	
		Vendor Subtotal for Division:10			485.00	
01-10-00-53-0429	Third Millennium	VEHICLE STICKER ONLINE PAYM	05/15/2019	49106	690.00	
01-10-00-53-0429	Third Millennium	VEHICLE STICKER SERVER FEE	05/15/2019	49106	720.00	
		Vendor Subtotal for Division:10			1,410.00	
01-10-00-53-1250	Illinois Dept of Employment Securit	UNEMPLOYMENT BENEFITS/HAN	04/30/2019	49051	1,254.00	
		Vendor Subtotal for Division:10			1,254.00	
01-10-00-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING (3) COPIERS/	04/30/2019	49026	504.99	
01-10-00-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING (3) COPIERS/	05/15/2019	49026	504.99	
		Vendor Subtotal for Division:10			1,009.98	
01-10-00-53-3300	Regal Business Machines Inc	(3) COPIERS MAINTENANCE & CC	05/15/2019	49084	269.98	
		Vendor Subtotal for Division:10			269.98	
01-10-00-53-4100	Fifth Third Bank	IGFOA IL PUBLIC PENSION INSTI	04/30/2019	192	140.00	
		Vendor Subtotal for Division:10			140.00	
01-10-00-53-4250	Fifth Third Bank	OPRF CHAMBER LUNCHEON	05/31/2019	192	520.00	
01-10-00-53-4250	Fifth Third Bank	BREAKFAST - REALTOR MEETING	04/30/2019	192	154.93	
01-10-00-53-4250	Fifth Third Bank	ILCMA CONFERENCE REGISTRAT	05/31/2019	192	500.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:10			1,174.93	
01-10-00-53-4250	Rosemary McAdams	REIMB TRAVEL/TRAINING EXPEN	05/31/2019	0	1,248.09	
		Vendor Subtotal for Division:10			1,248.09	
01-10-00-53-4300	Fifth Third Bank	DROPBOX SUBSCRIPTION	04/30/2019	192	99.00	
01-10-00-53-4300	Fifth Third Bank	ICSC MEMBERSHIP/E PALM	04/30/2019	192	270.00	
01-10-00-53-4300	Fifth Third Bank	BUDGET AWARD SUBMISSION FE	05/31/2019	192	345.00	
		Vendor Subtotal for Division:10			714.00	
01-10-00-53-4300	Government Finance Officers Assn	MEMBERSHIP RENEWAL FEE/R M	05/15/2019	49041	190.00	
		Vendor Subtotal for Division:10			190.00	
01-10-00-53-4300	Illinois City/County Management As	ANNUAL DUES PROFESSIONAL -	05/15/2019	49049	264.24	
		Vendor Subtotal for Division:10			264.24	
01-10-00-53-4350	The Printing Store Inc	BUSINESS CARDS/K BOYER	04/30/2019	49078	60.00	
		Vendor Subtotal for Division:10			60.00	
01-10-00-53-4350	River Forest Park District	1 PAGE AD IN SUMMER GUIDE 20	05/15/2019	49085	150.00	
		Vendor Subtotal for Division:10			150.00	
01-10-00-53-4350	Rydin Decal	NO SOLICITOR DECALS (500)	05/15/2019	0	443.89	
		Vendor Subtotal for Division:10			443.89	
01-10-00-53-4400	Elmhurst Occupational Health	OCC HEALTH - PUBLIC WORKS &	04/30/2019	49031	53.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:10			53.00	
01-10-00-53-4400	Dennis Selvig	LEADERSHIP ASSESSMENT/BOYE	04/30/2019	49093	750.00	
		Vendor Subtotal for Division:10			750.00	
01-10-00-53-5600	Fifth Third Bank	PARKING GARAGE FEE FOR WOR	04/30/2019	192	45.00	
01-10-00-53-5600	Fifth Third Bank	ILCMA SUMMER CONFERENCE H	05/31/2019	192	238.89	
01-10-00-53-5600	Fifth Third Bank	ILCMA SUMMER CONFERENCE H	05/31/2019	192	238.89	
		Vendor Subtotal for Division:10			522.78	
01-10-00-53-5600	B Gunther & Company Inc	OUTGOING TRUSTEE RECOGNITI	05/15/2019	49044	288.00	
		Vendor Subtotal for Division:10			288.00	
01-10-00-53-5600	Roberta Signs	HONORARY STREET SIGNS - MON	05/15/2019	49087	110.00	
		Vendor Subtotal for Division:10			110.00	
01-10-00-53-5600	Special T Unlimited	VRF LOGO APPAREL	04/30/2019	49099	1,732.00	
		Vendor Subtotal for Division:10			1,732.00	
01-10-00-53-5600	Trinity High School	BAL DOMINIQUE AD BOOK	04/30/2019	49177	1,000.00	
		Vendor Subtotal for Division:10			1,000.00	
01-10-00-53-5600	West Suburban Special Recreation A	AD - WSSRA EVENT	05/31/2019	49180	500.00	
		Vendor Subtotal for Division:10			500.00	
01-10-00-54-0100	Cintas #769	LOBBY MATS/MAY 2019	05/15/2019	49017	45.75	
		Vendor Subtotal for Division:10			45.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-54-0100	Datasource Ink	TONER/S PHYFER	05/31/2019	49142	89.00	
Vendor Subtotal for Division:10					89.00	
01-10-00-54-0100	Fifth Third Bank	OFFICE SUPPLIES/GIANT RIBBON	04/30/2019	192	29.95	
01-10-00-54-0100	Fifth Third Bank	BATTERIES RETURNED FOR CREI	04/30/2019	192	-17.90	
01-10-00-54-0100	Fifth Third Bank	IML HANDBOOKS FOR NEW TRU:	04/30/2019	192	260.00	
01-10-00-54-0100	Fifth Third Bank	OFFICE SUPPLIES/FOLDERS	04/30/2019	192	24.79	
01-10-00-54-0100	Fifth Third Bank	OFFICE SUPPLIES/BATTERIES	04/30/2019	192	17.28	
01-10-00-54-0100	Fifth Third Bank	OFFICE SUPPLIES	04/30/2019	192	19.13	
01-10-00-54-0100	Fifth Third Bank	OFFICE SUPPLIES/BATTERIES	04/30/2019	192	17.90	
01-10-00-54-0100	Fifth Third Bank	SPACE HEATER	05/31/2019	192	20.55	
Vendor Subtotal for Division:10					371.70	
01-10-00-54-0100	Neopost USA Inc	POSTAGE MACHINE INK	05/15/2019	49071	140.00	
Vendor Subtotal for Division:10					140.00	
01-10-00-54-0100	Warehouse Direct Inc	MISC OFFICE SUPPLIES	04/30/2019	49119	43.87	
01-10-00-54-0100	Warehouse Direct Inc	MISC OFFICE SUPPLIES	05/31/2019	49179	233.34	
Vendor Subtotal for Division:10					277.21	
01-10-00-54-1300	US Postal Service	PERMIT FEES STANDARD MAIL	05/15/2019	49113	235.00	
Vendor Subtotal for Division:10					235.00	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	04/30/2019	0	26,081.70	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	04/30/2019	0	35,738.17	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	05/15/2019	0	35,738.17	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	04/30/2019	0	35,738.17	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	04/30/2019	0	35,738.17	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY CONTRIBUTION - 911 I	05/31/2019	0	34,805.07	
Vendor Subtotal for Division:14					203,839.45	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-15-00-53-0380	Fifth Third Bank	BAGS FOR SORT-IT-OUT STATION	04/30/2019	192	194.34	
		Vendor Subtotal for Division:15			194.34	
01-15-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	225.00	
01-15-00-53-0380	Houseal Lavigne Associates	PLAN COMMISSION COMP PLAN	04/30/2019	49152	690.46	
01-15-00-53-0380	Houseal Lavigne Associates	PLAN COMMISSION COMP PLAN	04/30/2019	49152	1,690.00	
01-15-00-53-0380	Houseal Lavigne Associates	PLAN COMMISSION COMP PLAN	04/30/2019	49152	898.76	
01-15-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	04/30/2019	49152	3,303.65	
		Vendor Subtotal for Division:15			6,807.87	
01-15-00-53-0380	Julie Moller	REIMB RECYCLING EXTRAVAGA	05/15/2019	49066	270.71	
		Vendor Subtotal for Division:15			270.71	
01-15-00-53-4400	Illinois State Police Div of Admin	BFPC FINGERPRINTING (1 FIREFI	04/30/2019	49052	15.00	
		Vendor Subtotal for Division:15			15.00	
01-15-00-53-5300	Shaker Recruitment Marketing	2019 POLICE OFFICER ELIGIBILIT	04/30/2019	49094	837.94	
		Vendor Subtotal for Division:15			837.94	
01-15-00-53-5300	Wednesday Journal Inc	LEGAL NOTICE: ZONING BOARD	04/30/2019	0	147.00	
01-15-00-53-5300	Wednesday Journal Inc	LEGAL NOTICE: ZONING BOARD	04/30/2019	0	203.00	
		Vendor Subtotal for Division:15			350.00	
01-20-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	3,581.75	
		Vendor Subtotal for Division:20			3,581.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-20-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	11.20	
		Vendor Subtotal for Division:20			11.20	
01-20-00-53-0370	Envirosafe	PEST CONTROL	04/30/2019	49032	235.00	
		Vendor Subtotal for Division:20			235.00	
01-20-00-53-0370	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	04/30/2019	0	13.97	
		Vendor Subtotal for Division:20			13.97	
01-20-00-53-1300	B&F Construction Code Services Inc	APR 2019 INSPECTIONS	04/30/2019	49131	4,505.00	
		Vendor Subtotal for Division:20			4,505.00	
01-30-00-53-0420	Clark Baird Smith LLP	EMPLOYMENT LAW SERVICES	04/30/2019	49019	1,615.00	
		Vendor Subtotal for Division:30			1,615.00	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	516 PARK AVE LITIGATION	04/30/2019	0	2,388.49	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	M THORNLEY POLICE OFFICER P	04/30/2019	0	3,184.37	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	ZONING BOARD OF APPEALS	04/30/2019	0	2,290.40	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	HISTORIC PRESERVATION COMM	04/30/2019	0	144.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	PUBLIC WORKS ADVISORY	04/30/2019	0	645.00	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	FINANCE/ADMIN ADVISORY	04/30/2019	0	7,713.89	
		Vendor Subtotal for Division:30			16,366.65	
01-30-00-53-0426	Klein Thorpe and Jenkins Ltd	LOCAL PROSECUTION	04/30/2019	0	1,000.20	
		Vendor Subtotal for Division:30			1,000.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	47,538.25	
		Vendor Subtotal for Division:40			47,538.25	
01-40-00-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	05/15/2019	49008	7,778.01	
		Vendor Subtotal for Division:40			7,778.01	
01-40-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	51.30	
01-40-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	11,355.58	
		Vendor Subtotal for Division:40			11,406.88	
01-40-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	593.48	
		Vendor Subtotal for Division:40			593.48	
01-40-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BI	04/30/2019	191	220.92	
		Vendor Subtotal for Division:40			220.92	
01-40-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	04/30/2019	0	925.92	
		Vendor Subtotal for Division:40			925.92	
01-40-00-53-0385	Hon. Perry J Gulbrandsen Ret.	ADJUDICATION HEARING SERVIC	04/30/2019	49043	600.00	
		Vendor Subtotal for Division:40			600.00	
01-40-00-53-0385	Municipal Systems Inc	MONTHLY ADJUDICATION SUBSC	04/30/2019	0	950.00	
		Vendor Subtotal for Division:40			950.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-0410	Thomson Reuters-West	CP CLEAR MONTHLY SUBSCRIPT	04/30/2019	49107	180.25	
		Vendor Subtotal for Division:40			180.25	
01-40-00-53-0410	Tyler Technologies Inc	E-TICKET SCANNERS FOR PD SQI	04/30/2019	49110	987.00	
		Vendor Subtotal for Division:40			987.00	
01-40-00-53-0430	Animal Care League	IMPOUND FEES/MAR 2019	04/30/2019	0	30.00	
		Vendor Subtotal for Division:40			30.00	
01-40-00-53-3100	Radar Man Inc	POLICE RADAR REPAIR	04/30/2019	49082	123.00	
		Vendor Subtotal for Division:40			123.00	
01-40-00-53-3200	CAMZ Communications Inc	CONVERSION OF CAR 4 TO CAR 1	04/30/2019	49014	325.00	
		Vendor Subtotal for Division:40			325.00	
01-40-00-53-3200	Leonard M Bulat	SPEED TRAILER DECALS	04/30/2019	49011	325.00	
01-40-00-53-3200	Leonard M Bulat	CONVERSION OF CAR 4 TO CAR 1	04/30/2019	49011	165.00	
		Vendor Subtotal for Division:40			490.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	04/30/2019	0	475.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	04/30/2019	0	287.08	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 DODGE CHARGER :	04/30/2019	0	605.54	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	04/30/2019	0	488.89	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2017 FORD EXPLORER #	04/30/2019	0	24.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 DODGE CHARGER :	04/30/2019	0	291.00	
		Vendor Subtotal for Division:40			2,171.51	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-3200	Radar Man Inc	POLICE RADAR RECERTIFICATIO	04/30/2019	49082	360.00	
		Vendor Subtotal for Division:40			360.00	
01-40-00-53-4100	Fifth Third Bank	CPR TRAINING - CSO M RAYMON	05/31/2019	192	95.00	
		Vendor Subtotal for Division:40			95.00	
01-40-00-53-4100	Michael Fries	REIMB EXPENSE/PLAINCLOTHES	04/30/2019	49036	11.00	
01-40-00-53-4100	Michael Fries	REIMB EXPENSES/SEXUAL ASSAULT	05/15/2019	49036	29.54	
01-40-00-53-4100	Michael Fries	REIMB MEAL EXPENSES (TRAINING)	04/30/2019	49036	21.56	
		Vendor Subtotal for Division:40			62.10	
01-40-00-53-4100	Justin Labriola	REIMB EXPENSE/PLAINCLOTHES	04/30/2019	49058	10.72	
		Vendor Subtotal for Division:40			10.72	
01-40-00-53-4100	Matthew Landini	REIMB MEAL EXPENSES (TRAINING)	04/30/2019	49059	24.97	
		Vendor Subtotal for Division:40			24.97	
01-40-00-53-4100	North East Multi-Regional Training	TRAINING/FRIES & LABRIOLA	04/30/2019	49073	650.00	
		Vendor Subtotal for Division:40			650.00	
01-40-00-53-4100	Matthew Sheehan	REIMB MEAL EXPENSE/PD OFFICE	05/31/2019	49170	22.60	
		Vendor Subtotal for Division:40			22.60	
01-40-00-53-4200	Albertsons/Safeway	FOOD FOR PD EVENT	04/30/2019	48997	58.76	
		Vendor Subtotal for Division:40			58.76	
01-40-00-53-4200	Fifth Third Bank	EMERGENCY BRACELET FACEPL	04/30/2019	192	17.99	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:40			17.99	
01-40-00-53-4200	Metro Mortuary Transport Inc	BODY BAG & REMOVAL - RF TO C	04/30/2019	49065	380.00	
		Vendor Subtotal for Division:40			380.00	
01-40-00-53-4250	James Cromley	2019 POLICE MEMORIAL/OFFICEI	05/15/2019	49023	40.80	
		Vendor Subtotal for Division:40			40.80	
01-40-00-53-4250	Fifth Third Bank	POLICE MEMORIAL IN SPRINGFII	05/31/2019	192	79.10	
		Vendor Subtotal for Division:40			79.10	
01-40-00-53-4250	James Greenwood	REIMB REFRESHMENTS FOR SER	05/31/2019	49146	34.35	
		Vendor Subtotal for Division:40			34.35	
01-40-00-53-4250	Northern Illinois Police Alarm System	NIPAS ANNUAL MEETING/O'SHEA	05/31/2019	49164	54.00	
		Vendor Subtotal for Division:40			54.00	
01-40-00-53-4400	Elmhurst Occupational Health	EMPLOYEE MEDICAL/SCREENING	04/30/2019	49031	178.00	
		Vendor Subtotal for Division:40			178.00	
01-40-00-53-5400	Leonard M Bulat	CRASHES: CAR #4 18-1242 CAR #	04/30/2019	49011	285.00	
		Vendor Subtotal for Division:40			285.00	
01-40-00-53-5400	Stelton Motors	REAR END CRASH TO CAR #3	04/30/2019	49103	1,681.00	
		Vendor Subtotal for Division:40			1,681.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0100	Datasource Ink	TONER/DETECTIVE'S OFFICE	04/30/2019	49025	349.00	
		Vendor Subtotal for Division:40			349.00	
01-40-00-54-0300	James Cromley	REIMB UNIFORM ALLOWANCE	04/30/2019	49023	146.91	
		Vendor Subtotal for Division:40			146.91	
01-40-00-54-0300	Galls LLC	UNIFORMS/P EBERLING	04/30/2019	49038	88.95	
01-40-00-54-0300	Galls LLC	UNIFORMS/A PLUTO	04/30/2019	49038	249.53	
01-40-00-54-0300	Galls LLC	UNIFORMS/J CASEY	04/30/2019	49038	738.71	
01-40-00-54-0300	Galls LLC	UNIFORMS/A PLUTO	04/30/2019	49038	64.46	
		Vendor Subtotal for Division:40			1,141.65	
01-40-00-54-0300	Justin Labriola	REIMB UNIFORM ALLOWANCE	04/30/2019	49058	258.12	
		Vendor Subtotal for Division:40			258.12	
01-40-00-54-0300	Ray O'Herron Co. Inc	BODY ARMOR/D ZERMENO	04/30/2019	49074	1,010.94	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/E BUCKNER	04/30/2019	49074	188.95	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/E BUCKNER	04/30/2019	49074	124.00	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/T CARROLL	04/30/2019	49074	191.98	
01-40-00-54-0300	Ray O'Herron Co. Inc	BODY ARMOR/T FIELDS	04/30/2019	49165	1,010.74	
		Vendor Subtotal for Division:40			2,526.61	
01-40-00-54-0300	Anthony Pluto	REIMB UNIFORM ALLOWANCE	04/30/2019	49077	146.91	
		Vendor Subtotal for Division:40			146.91	
01-40-00-54-0300	Streicher's Inc	UNIFORMS/A PLUTO	04/30/2019	49104	101.98	
		Vendor Subtotal for Division:40			101.98	
01-40-00-54-0400	Albertsons/Safeway	PRISONER MEDICATION/CELL CL	04/30/2019	48997	9.99	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0400	Albertsons/Safeway	PRISONER MEDICATION/CELL CL	04/30/2019	48997	150.97	
01-40-00-54-0400	Albertsons/Safeway	PRISONER MEDICATION/CELL CL	04/30/2019	48997	27.98	
Vendor Subtotal for Division:40					188.94	
01-40-00-54-0400	John W Falsetti	CLEANING OF PRISONER BLANK	04/30/2019	49033	43.86	
01-40-00-54-0400	John W Falsetti	CLEANING OF PRISONER BLANK	05/31/2019	49144	49.88	
Vendor Subtotal for Division:40					93.74	
01-40-00-54-0600	Ambees Engraving Inc	CHALLENGE COIN ENGRAVING	05/31/2019	49127	120.00	
Vendor Subtotal for Division:40					120.00	
01-40-00-54-0601	Motorola Solutions Inc	VHF PORTABLE RADIO W/ACCES	04/30/2019	49068	3,251.35	
Vendor Subtotal for Division:40					3,251.35	
01-40-00-54-0603	Fifth Third Bank	CAMERA - ET SUPPLIES POLICE I	04/30/2019	192	60.00	
01-40-00-54-0603	Fifth Third Bank	CAMERA - ET SUPPLIES POLICE I	04/30/2019	192	6.99	
01-40-00-54-0603	Fifth Third Bank	CAMERA - ET SUPPLIES POLICE I	04/30/2019	192	532.37	
01-40-00-54-0603	Fifth Third Bank	CAMERA - ET SUPPLIES POLICE I	04/30/2019	192	127.55	
Vendor Subtotal for Division:40					726.91	
01-40-00-54-0603	TriTech Forensics Inc	EVIDENCE SUPPLIES	04/30/2019	49109	344.95	
01-40-00-54-0603	TriTech Forensics Inc	EVIDENCE SUPPLIES	04/30/2019	49109	89.00	
01-40-00-54-0603	TriTech Forensics Inc	EVIDENCE SUPPLIES	04/30/2019	49109	523.25	
Vendor Subtotal for Division:40					957.20	
01-50-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	29,611.88	
Vendor Subtotal for Division:50					29,611.88	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	05/15/2019	49008	1,430.01	
		Vendor Subtotal for Division:50			1,430.01	
01-50-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	34.20	
01-50-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	9,518.75	
		Vendor Subtotal for Division:50			9,552.95	
01-50-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	241.17	
		Vendor Subtotal for Division:50			241.17	
01-50-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BI	04/30/2019	191	86.88	
		Vendor Subtotal for Division:50			86.88	
01-50-00-53-3100	Air One Equipment Inc	AIR TEST	04/30/2019	49126	145.00	
01-50-00-53-3100	Air One Equipment Inc	6 MONTH MAINTENANCE SERVIC	04/30/2019	49126	896.00	
		Vendor Subtotal for Division:50			1,041.00	
01-50-00-53-3200	Interstate Emergency Vehicles Inc	RECALL ON #219 (TRAVEL NOT C	04/30/2019	49156	267.80	
		Vendor Subtotal for Division:50			267.80	
01-50-00-53-4100	Quentin Boyd	REIMB TRAVEL EXPENSES/ITOA I	04/30/2019	49009	225.00	
01-50-00-53-4100	Quentin Boyd	REIMB TRAVEL EXPENSES/EMER	04/30/2019	49009	225.00	
		Vendor Subtotal for Division:50			450.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-53-4100	Illinois Fire Inspectors Association	KITCHEN INSPECTIONS/K WILEY	04/30/2019	49154	50.00	
		Vendor Subtotal for Division:50			50.00	
01-50-00-53-4100	Michael Smith	REIMB REG/TRAVEL EXPENSES-F	05/31/2019	49171	90.00	
		Vendor Subtotal for Division:50			90.00	
01-50-00-53-4100	Village of Romeoville Fire Academy	FIRE APPARATUS ENGINEER/MCK	04/30/2019	49116	900.00	
		Vendor Subtotal for Division:50			900.00	
01-50-00-53-4200	Division 11 Mutual Aid Association	2019 ANNUAL MABAS MEMBERS	05/15/2019	49029	10,000.00	
		Vendor Subtotal for Division:50			10,000.00	
01-50-00-53-4200	Cimpress USA Inc	PENS (FIRE DEPT)	04/30/2019	49016	201.46	
01-50-00-53-4200	Cimpress USA Inc	PENS (FIRE DEPT)	04/30/2019	49016	201.45	
		Vendor Subtotal for Division:50			402.91	
01-50-00-53-4200	Promos 911 Inc	POP UP FIRE TRUCKS & AMBULA	04/30/2019	49079	637.80	
01-50-00-53-4200	Promos 911 Inc	CUSTOM PINT GLASSES (FIRE DE	04/30/2019	49079	868.00	
		Vendor Subtotal for Division:50			1,505.80	
01-50-00-53-4200	Village of River Forest	MEMORIAL DAY SUPPLIES	04/30/2019	49115	46.67	
01-50-00-53-4200	Village of River Forest	FIRE DEPT OPEN HOUSE PIZZA	04/30/2019	49115	53.00	
		Vendor Subtotal for Division:50			99.67	
01-50-00-53-4250	Dave Bochenek	REIMB TRAVEL EXPENSES/FIRE I	04/30/2019	49133	185.37	
01-50-00-53-4250	Dave Bochenek	REIMB TRAVEL EXPENSES/FIRE I	05/31/2019	49133	82.86	
		Vendor Subtotal for Division:50			268.23	
01-50-00-53-4250	Jonathan Buchholz	REIMB TRAVEL EXPENSES FOR N	04/30/2019	49010	249.86	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:50			249.86	
01-50-00-53-4250	Matthew Krall	REIMB TRAVEL EXPENSES (TRT I	04/30/2019	49057	102.66	
		Vendor Subtotal for Division:50			102.66	
01-50-00-53-4250	Brian McKenna	REIMB TRAVEL EXPENSES/MAN	04/30/2019	49063	43.62	
01-50-00-53-4250	Brian McKenna	REIMB TRAVEL EXPENSES/MAN	04/30/2019	49063	159.15	
		Vendor Subtotal for Division:50			202.77	
01-50-00-53-4250	Renee Morris	REIMB TRAVEL/LODGING EXPEN	04/30/2019	49067	181.64	
		Vendor Subtotal for Division:50			181.64	
01-50-00-53-4250	Adam Seablom	REIMB TRAVEL/FIRE INVESTIGA	05/15/2019	49092	35.38	
		Vendor Subtotal for Division:50			35.38	
01-50-00-53-4250	Michael Smith	REIMB TRAVEL EXPENSES (STAT	04/30/2019	49098	107.30	
01-50-00-53-4250	Michael Smith	REIMB TRAVEL EXPENSES (STAT	04/30/2019	49098	118.32	
01-50-00-53-4250	Michael Smith	REIMB REG/TRAVEL EXPENSES-F	05/31/2019	49171	45.57	
		Vendor Subtotal for Division:50			271.19	
01-50-00-53-4300	Fire Investigators Strike Force	MEMBERSHIP DUES/K BOHLMAN	05/31/2019	49145	75.00	
		Vendor Subtotal for Division:50			75.00	
01-50-00-53-4300	NFPA	SUBSCRIPTION DUES RENEWAL/I	05/31/2019	49163	1,345.50	
		Vendor Subtotal for Division:50			1,345.50	
01-50-00-54-0300	Air One Equipment Inc	UNIFORMS/FD HELMETS	04/30/2019	48996	573.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:50			573.00	
01-50-00-54-0300	Fifth Third Bank	SHOES/K WILEY	04/30/2019	192	79.99	
		Vendor Subtotal for Division:50			79.99	
01-50-00-54-0300	Multi Service Technology Solutions	STATION WORK BOOTS/Q BOYD	05/31/2019	49162	139.49	
		Vendor Subtotal for Division:50			139.49	
01-50-00-54-0600	Air One Equipment Inc	ALTAIR 5X - 4 GAS MONITOR	04/30/2019	49126	3,717.50	
01-50-00-54-0600	Air One Equipment Inc	5 YR WARRANTY ON TIC/TIC KIT	04/30/2019	49126	8,425.35	
01-50-00-54-0600	Air One Equipment Inc	CONFIDENCE PLUS SOLUTION	04/30/2019	49126	46.00	
01-50-00-54-0600	Air One Equipment Inc	VP RACING FUELS	04/30/2019	49126	80.00	
01-50-00-54-0600	Air One Equipment Inc	CLEVELAND STRAPS	04/30/2019	49126	39.80	
01-50-00-54-0600	Air One Equipment Inc	6 LB PICKHEAD AXE	04/30/2019	49126	54.05	
		Vendor Subtotal for Division:50			12,362.70	
01-50-00-54-0600	CJC Auto Parts & Tires	HEADLIGHT BULB FOR #215	05/31/2019	49135	22.42	
		Vendor Subtotal for Division:50			22.42	
01-50-00-54-0600	W.S. Darley & Co	NOZZLE FOR FIRE DEPT	05/15/2019	49118	94.57	
01-50-00-54-0600	W.S. Darley & Co	SHUTOFF 1-1/18" FOR FIRE DEPT	05/31/2019	49178	451.76	
		Vendor Subtotal for Division:50			546.33	
01-50-00-54-0600	Fifth Third Bank	DOOR OPERATOR TRANSMITTER	04/30/2019	192	126.54	
01-50-00-54-0600	Fifth Third Bank	5-20R CONNECTOR - NEMA 20A F	04/30/2019	192	77.94	
01-50-00-54-0600	Fifth Third Bank	GEAR GREMLIN REFLECTORS FO	04/30/2019	192	7.99	
01-50-00-54-0600	Fifth Third Bank	RECESSED SINGLE CONTACT QU	04/30/2019	192	16.20	
01-50-00-54-0600	Fifth Third Bank	CHANNEL RECEIVER - DOOR OPE	04/30/2019	192	49.90	
01-50-00-54-0600	Fifth Third Bank	PRESSURE GAUGE	04/30/2019	192	6.39	
01-50-00-54-0600	Fifth Third Bank	APPLIANCE EXTENSION POWER '	04/30/2019	192	37.20	
		Vendor Subtotal for Division:50			322.16	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-54-0600	Fredriksen Fire Equipment Co.	EXTINGUISHER RECHARGE/SERV	04/30/2019	49035	180.55	
		Vendor Subtotal for Division:50			180.55	
01-50-00-54-0600	Global Test Supply	METHANE SENSOR REPLACEMENT	04/30/2019	49039	99.02	
		Vendor Subtotal for Division:50			99.02	
01-50-00-54-0600	Gurtler Industries Inc	PULSE ULTRA - SOIL REMOVAL	05/31/2019	49149	335.73	
		Vendor Subtotal for Division:50			335.73	
01-60-01-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	4,701.74	
		Vendor Subtotal for Division:60			4,701.74	
01-60-01-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	05/15/2019	49008	1,715.07	
		Vendor Subtotal for Division:60			1,715.07	
01-60-01-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	1,966.25	
01-60-01-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	5.70	
		Vendor Subtotal for Division:60			1,971.95	
01-60-01-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	84.07	
		Vendor Subtotal for Division:60			84.07	
01-60-01-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	04/30/2019	0	47.28	
01-60-01-53-0200	Verizon Financial Services LLC	DATA FOR MESSAGE BOARD	05/31/2019	0	18.02	
		Vendor Subtotal for Division:60			65.30	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-0380	Baxter & Woodman	STORMWATER ORDINANCE REVI	04/30/2019	49006	405.00	
01-60-01-53-0380	Baxter & Woodman	STORMWATER ORDINANCE REVI	05/31/2019	49132	180.00	
Vendor Subtotal for Division:60					585.00	
01-60-01-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	04/30/2019	0	1,697.67	
Vendor Subtotal for Division:60					1,697.67	
01-60-01-53-3100	Keen Edge Co	MISC MAINTENANCE TO RIDING	04/30/2019	49053	114.39	
Vendor Subtotal for Division:60					114.39	
01-60-01-53-3200	D & K Truck Safety Lane LLC	VEHICLE SAFETY INSPECTIONS	04/30/2019	49024	102.00	
Vendor Subtotal for Division:60					102.00	
01-60-01-53-3200	Wigit's Truck Center	REPAIRS ON FORD F350 #33	04/30/2019	49122	1,528.78	
Vendor Subtotal for Division:60					1,528.78	
01-60-01-53-3400	Lyons & Pinner Electric Companies	STREET LIGHT REPAIRS	04/30/2019	0	584.00	
01-60-01-53-3400	Lyons & Pinner Electric Companies	REPAIR UNDERGROUND CABLE I	04/30/2019	0	1,767.40	
01-60-01-53-3400	Lyons & Pinner Electric Companies	REPAIR ON RED FLASH AT LAKE	04/30/2019	0	856.65	
01-60-01-53-3400	Lyons & Pinner Electric Companies	REPAIR LEANING STREET LIGHT	04/30/2019	0	524.00	
01-60-01-53-3400	Lyons & Pinner Electric Companies	LED FIXTURE MAINTENANCE	04/30/2019	0	584.00	
Vendor Subtotal for Division:60					4,316.05	
01-60-01-53-3400	Steiner Electric Company	STREET LIGHT FIXTURES	04/30/2019	49102	782.28	
Vendor Subtotal for Division:60					782.28	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-3400	State Treasurer	MAINTENANCE AGREEMENT FOI	05/15/2019	49100	2,049.75	
		Vendor Subtotal for Division:60			2,049.75	
01-60-01-53-3600	AMS Electric Inc	REPAIRS TO EXTERIOR LIGHTING	05/31/2019	49128	260.00	
01-60-01-53-3600	AMS Electric Inc	INSTALL VOLT/AMP PLUG END F	05/31/2019	49128	125.00	
		Vendor Subtotal for Division:60			385.00	
01-60-01-53-3600	Anderson Elevator Co	ANNUAL PRESSURE TEST	04/30/2019	49129	700.00	
		Vendor Subtotal for Division:60			700.00	
01-60-01-53-3600	Futurity19 Inc	VILLAGE HALL CEILING REPAIR	05/15/2019	49037	2,950.00	
		Vendor Subtotal for Division:60			2,950.00	
01-60-01-53-3600	Hayes Mechanical	MAINT/INSPECTION ON ALL AIR	04/30/2019	49046	3,828.34	
		Vendor Subtotal for Division:60			3,828.34	
01-60-01-53-3600	Honter Inc	INSULATION AT VILLAGE HALL	05/31/2019	49151	2,550.00	
		Vendor Subtotal for Division:60			2,550.00	
01-60-01-53-3600	W.C. Schauer Hardware	SUPPLIES FOR OUTSIDE CEILING	04/30/2019	49091	25.17	
		Vendor Subtotal for Division:60			25.17	
01-60-01-53-3600	Tim Steff Inc	INSTALLED (3) NEW DRINKING F	04/30/2019	49101	4,055.12	
		Vendor Subtotal for Division:60			4,055.12	
01-60-01-53-3600	The Yard Crew	CONTRACTURAL LANDSCAPING	05/15/2019	49124	7,462.50	
		Vendor Subtotal for Division:60			7,462.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-4250	APWA Chicago Metro Chapter	TRADE SHOW FOR (10) RIVER FO	05/15/2019	48998	350.00	
		Vendor Subtotal for Division:60			350.00	
01-60-01-53-4250	Fifth Third Bank	2019 APWA PWX REGISTRATION -	05/31/2019	192	497.40	
		Vendor Subtotal for Division:60			497.40	
01-60-01-53-4250	IL Section American Water Works A:	WATERCON 2019 FULL CONFERE	04/30/2019	49153	250.00	
		Vendor Subtotal for Division:60			250.00	
01-60-01-53-4300	APWA	APWA MEMBERSHIP RENEWAL (4	05/31/2019	49130	680.00	
		Vendor Subtotal for Division:60			680.00	
01-60-01-53-4300	Illinois Dept of Agriculture	PESTICIDE SPRAYERS LICENSE R	05/15/2019	49050	60.00	
		Vendor Subtotal for Division:60			60.00	
01-60-01-53-4300	Luke Palm	REIMB PESTICIDE LICENSE RENE	04/30/2019	49076	60.00	
		Vendor Subtotal for Division:60			60.00	
01-60-01-53-4400	Elmhurst Occupational Health	OCC HEALTH - PUBLIC WORKS &	04/30/2019	49031	95.00	
		Vendor Subtotal for Division:60			95.00	
01-60-01-53-5300	Wednesday Journal Inc	LEGAL NOTICE: THOMAS ST ALI	05/31/2019	0	161.00	
		Vendor Subtotal for Division:60			161.00	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-5350	Greenwood Transfer LLC	STUMP GRINDINGS, STREET SWE	04/30/2019	49042	105.09	
01-60-01-53-5350	Greenwood Transfer LLC	PIT/BASINS/DEBRIS FROM VILLA	04/30/2019	49042	45.35	
Vendor Subtotal for Division:60					150.44	
01-60-01-53-5400	Lyons & Pinner Electric Companies	REPAIR STREET LIGHT KNOCKEI	04/30/2019	0	5,950.00	
Vendor Subtotal for Division:60					5,950.00	
01-60-01-53-5450	AEP Energy	ELECTRICITY FOR STREET LIGH	04/30/2019	48995	1,523.37	
Vendor Subtotal for Division:60					1,523.37	
01-60-01-53-5450	ComEd	ALLEY LIGHTING	04/30/2019	49020	169.42	
01-60-01-53-5450	ComEd	ALLEY LIGHTING	04/30/2019	49020	650.84	
Vendor Subtotal for Division:60					820.26	
01-60-01-53-5450	ComEd	MADISON STREET LIGHTING	04/30/2019	49021	53.85	
Vendor Subtotal for Division:60					53.85	
01-60-01-54-0310	Chris Bajak	REIMB UNIFORM ALLOWANCE	04/30/2019	49004	399.16	
Vendor Subtotal for Division:60					399.16	
01-60-01-54-0310	Alec Cepak	REIMB UNIFORM ALLOWANCE	04/30/2019	49015	13.23	
Vendor Subtotal for Division:60					13.23	
01-60-01-54-0310	Matt Decosola	REIMB UNIFORM ALLOWANCE	04/30/2019	49027	425.00	
Vendor Subtotal for Division:60					425.00	
01-60-01-54-0310	Luke Palm	REIMB UNIFORM ALLOWANCE	04/30/2019	49076	256.13	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-54-0310	Luke Palm	REIMB UNIFORM ALLOWANCE	05/31/2019	49166	137.13	
		Vendor Subtotal for Division:60			393.26	
01-60-01-54-0310	Work 'n Gear LLC	UNIFORMS/M PUSAVC	04/30/2019	49123	63.82	
		Vendor Subtotal for Division:60			63.82	
01-60-01-54-0500	Wigit's Truck Center	HUB CAP WITH GASKET FOR TRU	05/15/2019	49122	39.38	
		Vendor Subtotal for Division:60			39.38	
01-60-01-54-0600	Fifth Third Bank	CHICAGO AVE RAIN GARDEN SIC	04/30/2019	192	82.14	
		Vendor Subtotal for Division:60			82.14	
01-60-01-54-0600	Fox Valley Filter	FILTERS	04/30/2019	49034	364.47	
		Vendor Subtotal for Division:60			364.47	
01-60-01-54-0600	Hall Signs Inc	SIGN BLANKS	04/30/2019	49045	142.74	
01-60-01-54-0600	Hall Signs Inc	SIGNS	04/30/2019	49150	407.05	
01-60-01-54-0600	Hall Signs Inc	SIGN POSTS	05/31/2019	49150	615.46	
		Vendor Subtotal for Division:60			1,165.25	
01-60-01-54-0600	Menards	MISC PW VEHICLE SUPPLIES	05/31/2019	49159	61.90	
		Vendor Subtotal for Division:60			61.90	
01-60-01-54-0600	The Printing Store Inc	CHICAGO AVE RAIN GARDEN SIC	04/30/2019	49078	118.00	
		Vendor Subtotal for Division:60			118.00	
01-60-01-54-0600	W.C. Schauer Hardware	MISC TOOLS FOR PW	05/15/2019	49091	17.50	
01-60-01-54-0600	W.C. Schauer Hardware	HOSE ENDS	05/31/2019	49169	13.03	
01-60-01-54-0600	W.C. Schauer Hardware	TARP STRAP	05/31/2019	49169	78.52	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-54-0600	W.C. Schauer Hardware	TARP STRAP	05/31/2019	49169	31.39	
		Vendor Subtotal for Division:60			140.44	
01-60-01-54-0600	SiteOne Landscape Supply LLC	ARBOR DAY TREE PLANTING SU	04/30/2019	49096	311.58	
		Vendor Subtotal for Division:60			311.58	
01-60-01-54-0600	Standard Industrial & Auto Equip In	TRUCK WASH	04/30/2019	49172	260.00	
		Vendor Subtotal for Division:60			260.00	
01-60-01-54-0600	Suburban Welding & Steel LLC	MISC STEEL FOR TRAILER MODII	05/31/2019	49173	300.04	
		Vendor Subtotal for Division:60			300.04	
01-60-01-54-0600	Unique Products & Service Corp	MISC JANITORIAL SUPPLIES	04/30/2019	49111	642.69	
		Vendor Subtotal for Division:60			642.69	
01-60-01-54-0800	Goodmark Nurseries LLC	PURCHASE OF PARKWAY TREES	05/15/2019	49040	15,401.25	
		Vendor Subtotal for Division:60			15,401.25	
01-60-01-54-0800	SiteOne Landscape Supply LLC	PURCHASE OF TREES	04/30/2019	49096	479.00	
01-60-01-54-0800	SiteOne Landscape Supply LLC	ARBOR DAY TREE PLANTING SU	04/30/2019	49096	295.00	
		Vendor Subtotal for Division:60			774.00	
01-60-05-53-5500	Roy Strom Refuse Removal Inc	REFUSE REMOVAL PER CONTRA	04/30/2019	0	88,703.87	
		Vendor Subtotal for Division:60			88,703.87	
		Subtotal for Fund: 01			862,531.33	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-00-00-16-0010	Midwest Operating Eng-Pension Tru	P/W RETIREE EMPLOYEE HEALTH	05/31/2019	49160	766.00	
		Vendor Subtotal for Division:00			766.00	
02-00-00-16-0010	MOE Funds	P/W EMPLOYEE HEALTH INS/JUL	05/31/2019	49161	8,544.70	
		Vendor Subtotal for Division:00			8,544.70	
02-00-00-21-0000	Brian/Dawn Caldicott/Catanzaro	Refund Check	04/30/2019	49012	155.72	
		Vendor Subtotal for Division:00			155.72	
02-00-00-21-0000	Carl Przyborowski	Refund Check	05/08/2019	49080	45.00	
		Vendor Subtotal for Division:00			45.00	
02-00-00-21-0000	Dan Ditchfield	Refund Check	05/08/2019	49028	66.83	
		Vendor Subtotal for Division:00			66.83	
02-00-00-21-0000	Lutheran Child & Family Services	Refund Check	05/09/2019	49060	45.00	
		Vendor Subtotal for Division:00			45.00	
02-00-00-21-0000	Lutheran Child & Family Services	Refund Check	05/09/2019	49061	45.00	
		Vendor Subtotal for Division:00			45.00	
02-00-00-21-0000	West Suburban Management	Refund Check	05/09/2019	49121	45.00	
		Vendor Subtotal for Division:00			45.00	
02-00-00-21-0015	State Treasurer	PR Batch 00015.05.2019 State Income	05/15/2019	999854	1,644.95	
02-00-00-21-0015	State Treasurer	PR Batch 00031.05.2019 State Income	05/31/2019	999848	1,480.11	
		Vendor Subtotal for Division:00			3,125.06	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Medicare En	05/15/2019	999855	522.11	
02-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Federal Inco	05/15/2019	999855	4,421.88	
02-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 FICA Emplo	05/15/2019	999855	2,232.63	
02-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 Medicare En	05/15/2019	999855	522.11	
02-00-00-21-0015	United States Treasury	PR Batch 00015.05.2019 FICA Emplo	05/15/2019	999855	2,232.63	
02-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 FICA Emplo	05/31/2019	999849	2,024.28	
02-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Medicare En	05/31/2019	999849	473.41	
02-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Medicare En	05/31/2019	999849	473.41	
02-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 Federal Inco	05/31/2019	999849	3,556.50	
02-00-00-21-0015	United States Treasury	PR Batch 00031.05.2019 FICA Emplo	05/31/2019	999849	2,024.28	
Vendor Subtotal for Division:00					18,483.24	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	307.83	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	1,309.76	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF-Volun	05/31/2019	999846	178.30	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF-Volun	05/31/2019	999846	426.95	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	151.39	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.05.2019 IMRF Emplc	05/31/2019	999846	2,663.10	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	156.93	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	1,454.64	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF-Volun	05/15/2019	999846	190.64	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF-Volun	05/15/2019	999846	439.88	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	319.12	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.05.2019 IMRF Emplc	05/15/2019	999846	2,957.76	
Vendor Subtotal for Division:00					10,556.30	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.05.2019 ICMA	05/15/2019	999852	23.11	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.05.2019 ICMA	05/15/2019	999852	63.97	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.05.2019 ICMA	05/31/2019	999845	71.56	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.05.2019 ICMA	05/31/2019	999845	23.11	
Vendor Subtotal for Division:00					181.75	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Emplo	05/15/2019	999850	61.68	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.05.2019 AXA Flat	05/15/2019	999850	222.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Emplo	05/31/2019	999843	61.68	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.05.2019 AXA Flat	05/31/2019	999843	222.00	
Vendor Subtotal for Division:00					567.36	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.05.2019 Public Work:	05/31/2019	6024	304.41	
02-00-00-21-0050	International Union of Operating En	PR Batch 00015.05.2019 Public Work:	05/15/2019	6024	248.48	
Vendor Subtotal for Division:00					552.89	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.05.2019 Public Work:	05/31/2019	6025	59.16	
02-00-00-21-0050	International Union of Operating En	PR Batch 00015.05.2019 Public Work:	05/15/2019	6025	48.49	
Vendor Subtotal for Division:00					107.65	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00031.05.2019 Supplementa	05/31/2019	6026	9.60	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00015.05.2019 Supplementa	05/15/2019	6026	6.73	
Vendor Subtotal for Division:00					16.33	
02-60-06-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	-216.69	
02-60-06-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	7,085.93	
Vendor Subtotal for Division:60					6,869.24	
02-60-06-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	178.79	
02-60-06-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	05/01/2019	190	-0.84	
Vendor Subtotal for Division:60					177.95	
02-60-06-53-0100	ComEd	ELECTRICITY FOR PUMP STATION	04/30/2019	49021	1,982.33	
Vendor Subtotal for Division:60					1,982.33	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-0200	CALL ONE	MONTHLY PHONE SERVICE	05/15/2019	49013	253.39	
		Vendor Subtotal for Division:60			253.39	
02-60-06-53-0200	Comcast Cable	INTERNET AT PUMP STATION	05/31/2019	49136	199.70	
		Vendor Subtotal for Division:60			199.70	
02-60-06-53-0200	Fifth Third Bank	INTERNET AT PUMP STATION	04/30/2019	192	104.85	
		Vendor Subtotal for Division:60			104.85	
02-60-06-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	04/30/2019	0	47.28	
		Vendor Subtotal for Division:60			47.28	
02-60-06-53-0410	Accela Inc #774375	UB WEB PAYMENTS/APR 2019	04/30/2019	0	612.00	
		Vendor Subtotal for Division:60			612.00	
02-60-06-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	04/30/2019	0	1,697.67	
		Vendor Subtotal for Division:60			1,697.67	
02-60-06-53-3050	Core & Main LP	WATER DEPT STOCK FOR WATER	04/30/2019	49022	315.00	
		Vendor Subtotal for Division:60			315.00	
02-60-06-53-3050	Suburban General Construction Inc	REPLACED SHORT SIDE WATER S	04/30/2019	0	5,860.83	
		Vendor Subtotal for Division:60			5,860.83	
02-60-06-53-3200	Wigitt's Truck Center	REPAIRS ON 07 STERLING TRUCK	04/30/2019	49122	3,235.62	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:60					3,235.62	
02-60-06-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING (3) COPIERS/	05/15/2019	49026	56.50	
02-60-06-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING (3) COPIERS/	04/30/2019	49026	56.50	
Vendor Subtotal for Division:60					113.00	
02-60-06-53-3300	Regal Business Machines Inc	(3) COPIERS MAINTENANCE & CC	05/15/2019	49084	30.00	
Vendor Subtotal for Division:60					30.00	
02-60-06-53-3600	DCG Roofing Solutions Inc	SEALED LEAK ON PUMPING STA	05/31/2019	49143	742.50	
Vendor Subtotal for Division:60					742.50	
02-60-06-53-3600	McAdam Landscaping Inc	MULCH FOR PUMP STATION	04/30/2019	49062	134.97	
Vendor Subtotal for Division:60					134.97	
02-60-06-53-3600	Nicor Gas Company	NATURAL GAS FOR PUMP STATIC	04/30/2019	49072	186.53	
Vendor Subtotal for Division:60					186.53	
02-60-06-53-3600	Patten Industries Inc	GENERATOR MAINTENANCE/REF	04/30/2019	0	2,648.29	
02-60-06-53-3600	Patten Industries Inc	MAINTENANCE/REPAIRS TO GEN	05/31/2019	0	1,268.47	
Vendor Subtotal for Division:60					3,916.76	
02-60-06-53-3630	Melissa D'Alise	OVERHEAD SEWER REIMBURSE	04/30/2019	49140	4,000.00	
Vendor Subtotal for Division:60					4,000.00	
02-60-06-53-3640	Core & Main LP	SEWER REPAIR PARTS	04/30/2019	49022	300.45	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:60			300.45	
02-60-06-53-3640	Murphy's Contractors Equipment Inc	EQUIPMENT RENTAL FOR SEWEE	04/30/2019	49070	270.00	
		Vendor Subtotal for Division:60			270.00	
02-60-06-53-3640	Ozinga Ready Mix Concrete Inc	CONCRETE FOR STREET DIG/1410	04/30/2019	49075	494.00	
		Vendor Subtotal for Division:60			494.00	
02-60-06-53-3640	Vulcan Construction Materials LLC	STONE FOR STREET DIG	04/30/2019	49117	423.36	
		Vendor Subtotal for Division:60			423.36	
02-60-06-53-4250	Fifth Third Bank	2019 APWA PWX REGISTRATION -	05/31/2019	192	331.60	
		Vendor Subtotal for Division:60			331.60	
02-60-06-53-4300	Illinois Assoc for Floodplain and Sto	PROFESSIONAL MEMBERSHIP/J L	05/15/2019	49048	25.00	
		Vendor Subtotal for Division:60			25.00	
02-60-06-53-4300	Dan Raddatz	REIMB CDL LICENSE RENEWAL	05/31/2019	49167	60.00	
		Vendor Subtotal for Division:60			60.00	
02-60-06-53-4350	Third Millennium	POSTAGE & UTILITY BILL PRINTI	04/30/2019	49106	521.56	
		Vendor Subtotal for Division:60			521.56	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	04/30/2019	49105	505.00	
		Vendor Subtotal for Division:60			505.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-5350	Greenwood Transfer LLC	PIT/BASINS/DEBRIS FROM VILLA	04/30/2019	49042	425.38	
02-60-06-53-5350	Greenwood Transfer LLC	PIT/BASINS DUMP FEES	05/15/2019	49042	303.96	
02-60-06-53-5350	Greenwood Transfer LLC	STUMP GRINDINGS, STREET SWE	04/30/2019	49042	1,232.67	
02-60-06-53-5350	Greenwood Transfer LLC	STUMP GRINDINGS, STREET SWE	04/30/2019	49042	1,156.29	
02-60-06-53-5350	Greenwood Transfer LLC	PIT/BASINS DUMPING FEES	05/31/2019	49147	360.01	
Vendor Subtotal for Division:60					3,478.31	
02-60-06-53-5400	Aqua Fiori Inc	IRRIGATION REPAIR @ 801 FRAN	04/30/2019	48999	201.50	
Vendor Subtotal for Division:60					201.50	
02-60-06-53-5400	Muellermist Service Corp	IRRIGATION REPAIR /803 MONRO	04/30/2019	49069	810.00	
Vendor Subtotal for Division:60					810.00	
02-60-06-53-5400	Anthony Ruggiero	IRRIGATION SERVICE CALL/REPA	04/30/2019	49089	124.50	
02-60-06-53-5400	Anthony Ruggiero	IRRIGATION SERVICE CALL/REPA	04/30/2019	49089	383.99	
Vendor Subtotal for Division:60					508.49	
02-60-06-54-0500	EJ Equipment Inc	REPAIR PART FOR VACON SEWER	04/30/2019	49030	1,145.62	
Vendor Subtotal for Division:60					1,145.62	
02-60-06-54-0500	W.C. Schauer Hardware	SEWER TRUCK/WATER TRAILER	04/30/2019	49091	21.09	
Vendor Subtotal for Division:60					21.09	
02-60-06-54-0600	Core & Main LP	NEW METER FOR 830 PARK AVE	04/30/2019	49022	554.00	
02-60-06-54-0600	Core & Main LP	REPLACEMENT WATER METER/10	04/30/2019	49022	140.00	
02-60-06-54-0600	Core & Main LP	NEW WATER METER/723 FRANKL	05/31/2019	49139	561.20	
Vendor Subtotal for Division:60					1,255.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-54-0600	Fifth Third Bank	SEWER CLEANING EQUIPMENT	04/30/2019	192	2,151.10	
		Vendor Subtotal for Division:60			2,151.10	
02-60-06-54-0600	Hawkins Inc	SODIUM HYPOCHLORITE	04/30/2019	0	367.70	
		Vendor Subtotal for Division:60			367.70	
02-60-06-54-0600	Healy Asphalt Company LLC	COLD PATCH MIX	04/30/2019	49047	591.84	
		Vendor Subtotal for Division:60			591.84	
02-60-06-54-0600	MegaSecur Inc	FLOOD BARRIER PROTECTION S'	05/31/2019	49158	25,173.46	
		Vendor Subtotal for Division:60			25,173.46	
02-60-06-54-0600	Menards	SUPPLIES FOR WATER DEPARTMI	04/30/2019	49064	132.59	
		Vendor Subtotal for Division:60			132.59	
02-60-06-54-0600	Russo's Power Equipment Inc	LAWNMOWER TRACTOR TIRE	05/31/2019	49168	18.99	
		Vendor Subtotal for Division:60			18.99	
02-60-06-54-0600	USABlueBook	STOCK PARTS FOR STENNER PUM	04/30/2019	49114	74.52	
		Vendor Subtotal for Division:60			74.52	
02-60-06-54-1300	Third Millennium	POSTAGE & UTILITY BILL PRINTI	04/30/2019	49106	19.55	
		Vendor Subtotal for Division:60			19.55	
02-60-06-54-2200	City of Chicago	PURCHASE OF WATER	04/30/2019	49018	48,186.66	
02-60-06-54-2200	City of Chicago	PURCHASE OF WATER	04/30/2019	49018	45,680.01	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:60			93,866.67	
02-60-06-55-0500	ComEd	COST TO RELOCATE TRANSFORM	05/31/2019	49137	24,538.59	
		Vendor Subtotal for Division:60			24,538.59	
02-60-06-56-0104	Illinois Environmental Protection Ag	IEPA LOAN PRINCIPAL & INTERE	05/31/2019	0	315,601.34	
		Vendor Subtotal for Division:60			315,601.34	
02-60-06-56-0105	Illinois Environmental Protection Ag	IEPA LOAN PRINCIPAL & INTERE	05/31/2019	0	142,971.56	
		Vendor Subtotal for Division:60			142,971.56	
		Subtotal for Fund: 02			689,642.54	
13-00-00-55-8720	Baltic Networks USA	UBIQUITI - LAKE & PARK	04/30/2019	49005	231.05	
13-00-00-55-8720	Baltic Networks USA	UBIQUITI - LAKE & PARK	04/30/2019	49005	225.40	
		Vendor Subtotal for Division:00			456.45	
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY19 CIP - PD VIDEO APR 2019	04/30/2019	0	1,517.50	
		Vendor Subtotal for Division:00			1,517.50	
13-00-00-55-8850	US Digital Designs	G2 STATION ALERTING SYSTEM -	04/30/2019	49112	15,776.14	
		Vendor Subtotal for Division:00			15,776.14	
13-00-00-55-8910	Sutton Ford	PURCHASE OF 2019 FORD F550	04/30/2019	49174	38,494.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:00			38,494.00	
		Subtotal for Fund: 13			56,244.09	
14-00-00-44-4240	Brian Carlson	REFUND DUPLICATE PAYMENT -	04/30/2019	49134	100.00	
		Vendor Subtotal for Division:00			100.00	
14-00-00-55-8620	AVI Systems Inc	AV UPGRADE	05/15/2019	49003	35,192.80	
		Vendor Subtotal for Division:00			35,192.80	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 - PASSWORD POLICY APR 12	04/30/2019	0	718.75	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP - FIREWALL APR 2019	04/30/2019	0	2,388.75	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP - PC REPLACEMENT APR	04/30/2019	0	3,093.75	
14-00-00-55-8620	ClientFirst Consulting Group LLC	SERVER UPGRADE APR 2019	04/30/2019	0	210.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP - STRATEGIC PLAN APR	04/30/2019	0	1,112.50	
		Vendor Subtotal for Division:00			7,523.75	
		Subtotal for Fund: 14			42,816.55	
16-00-00-53-0380	Tetra Tech Inc	LAKE & LATHROP ENVIRONMEN	04/30/2019	49175	353.50	
		Vendor Subtotal for Division:00			353.50	
16-00-00-53-0420	Cook County Recorder Of Deeds	RECORDING OF DEED/423 ASHLA	04/30/2019	49138	1,372.00	
		Vendor Subtotal for Division:00			1,372.00	
16-00-00-53-0420	Klein Thorpe and Jenkins Ltd	TIF ISSUES (2008)	04/30/2019	0	1,785.40	
16-00-00-53-0420	Klein Thorpe and Jenkins Ltd	OVERPAYMENT CREDIT ON TIF IS	04/30/2019	0	-60.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:00			1,725.40	
16-00-00-55-4300	Lake Lathrop Partners LLC	REIMBURSEMENT FOR ARCHITE	05/17/2019	49125	161,629.24	
		Vendor Subtotal for Division:00			161,629.24	
		Subtotal for Fund: 16			165,080.14	
31-00-00-53-0100	ComEd	ELECTRICITY FOR 10 LATHROP A	04/30/2019	49021	22.47	
		Vendor Subtotal for Division:00			22.47	
31-00-00-53-0380	George Michael Grimes	APPRAISAL/11 ASHLAND AVE	05/31/2019	49148	550.00	
		Vendor Subtotal for Division:00			550.00	
		Subtotal for Fund: 31			572.47	
		Report Total:			1,816,887.12	



## MEMORANDUM

Date: June 24, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

Upcoming Meetings (all meetings are at Village Hall unless otherwise noted)

Wednesday, June 26	6:00 pm	Board of Fire and Police Commissioners Meeting – <i>Cancelled</i>
Thursday, June 27	7:00 pm	Historic Preservation Commission Meeting – <i>Cancelled</i>
Thursday, July 4	ALL DAY	Independence Day – VILLAGE HALL CLOSED
Monday, July 8	7:00 pm	Village Board of Trustees Meeting – <i>Cancelled</i>
Tuesday, July 9	7:00 pm	Sustainability Commission Meeting
Thursday, July 11	7:30 pm	Zoning Board of Appeals Meeting
Friday, July 12	7:30 am	Economic Development Commission Meeting
Monday, July 15	7:00 pm	Committee of the Whole Meeting – <i>Cancelled</i>
Tuesday, July 16	7:00 pm	Plan Commission Meeting – <i>Cancelled</i>
Wednesday, July 17	7:30 pm	Traffic & Safety Commission Meeting
Thursday, July 18	7:30 pm	Development Review Board Meeting – <i>Tentative</i>
Monday, July 22	7:00 pm	Village Board of Trustees Meeting

Recent Payments of >\$10,000

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

Vendor	Amount	Description
ClientFirst Consulting Group LLC	\$13,743.75	IT Consulting
Klein Thorpe and Jenkins Ltd	\$19,092.25	Legal Consulting
Air One Equipment	\$13,403.70	Fire Dept Equipment
MOE Funds	\$15,389.00	PW Employee Health Insurance
Andy Frain Services Inc	\$10,314.50	Crossing Guards
Lyons & Pinner Electric Co	\$12,151.53	Street Light Repairs

New Business Licenses Issued

Karl's Craft Soup	349 Ashland (Tenant of RF Kitchen)	Craft Soups
The Kate Alana Company LLC	401 Thatcher (Keystone Park)	Group fitness classes

Thank you.



## Village of River Forest

### Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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## MEMORANDUM

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Date: June 17, 2019

To: Eric Palm, Village/Zoning Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variations – 910 Forest Avenue (Garage)

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### **Issue:**

William and Debra Piper, owners of the property at 910 Forest Avenue, wish to replace an existing detached two-car garage with a new detached two-car garage. The existing detached garage encroaches into the required side yard setback and is legally nonconforming. However, absent a variation, the new garage would be required to conform to the Village's setback requirements. The property owners are requesting relief from the Village's Zoning Ordinance regulations in order to construct the new garage in the same location as the existing garage.

### **Analysis:**

Section 10-9-7 of the Zoning Ordinance requires that in the R2 Zoning District an accessory structure which is not located within the rear 30% of the property must be set back from the property line 5 feet or 10% of the lot width, whichever is greater. The proposed garage would not be located in the rear 30% of the property and would therefore be required to maintain a 5-foot setback. The property owners would like to construct the new garage 4.45' (4'-5½") from the south property line and are asking that a variation be granted.

At the April 11, 2019 meeting of the Zoning Board of Appeals a public hearing was held regarding the requested variation. The Zoning Board of Appeals voted unanimously with one member absent to recommend to the Village Board of Trustees that the variation be approved.

Below please find a summary of staff's review of available records regarding zoning variation requests regarding garage height that were acted upon by the Village Board since 2008. Please note that each application and recommendation is considered based on its own facts and approval of a particular zoning variation does not set a precedent for other variations.



Address	Hearing Date	Description of Variation Request	ZBA Rec.	VBOT Action	Ord. #
631 Edgewood	5/10/2018	Reduce side yard setback from 9.58' to 5' - detached garage	Deny	Approved	3699
559 Ashland	5/26/2016	Reduce side yard setback from 3' to 1' - detached garage	Approve	Approved	3610
718 Park	4/14/2011	Reduce side yard setback from 5' to 3' - detached garage	Approve	Approved	3375
918 Jackson	2/11/2010	Reduce side yard setback from 5' to 3'-1" - detached garage	Approve	Approved	3321
515 Jackson	6/12/2008	Reduce side yard setback from 7'-6" to 4' - detached garage	Approve	Approved	3249

**Request for Board Action:**

If the Village Board of Trustees wishes to approve the requested variations, the following motion would be appropriate: Motion to approve an Ordinance granting the requested variation to Section 10-9-7 of the Zoning Ordinance at 910 Forest Avenue.

Please note that because this item is being considered by the Village Board of Trustees within six months of adoption of a new Comprehensive Plan, five of the seven Board members must vote in favor of approval. The Village President may cast a vote on this matter.

**Documents Attached:**

- Ordinance
- Findings of Fact
- Report from the Zoning Board of Appeals
- Minutes of the Zoning Board of Appeals Public Hearing
- Application

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A SIDE YARD SETBACK VARIATION TO ALLOW  
CONSTRUCTION OF A GARAGE AT 910 FOREST AVENUE**

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**WHEREAS**, a request for a variation ("Application") from the requirements of the Zoning Ordinance of the Village of River Forest ("Zoning Ordinance") relative to increasing the side yard setback requirements in Section 10-9-7 of the Zoning Ordinance, to allow the construction of a new two (2) car garage that would have a wall-line setback of four and 45/100 feet (4'-5½"), where the required setback is the greater of ten percent (10%) of the lot width or five feet (5') ("Variation"), on the property commonly known as 910 Forest Avenue, River Forest, Illinois ("Property") in the R-2 Single-Family (Detached) Residential Zoning District, has been received from Petitioner William Piper ("Petitioner"); and

**WHEREAS**, the Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Application was referred to the Zoning Board of Appeals of the Village ("Board of Appeals") and was processed in accordance with the Zoning Ordinance; and

**WHEREAS**, on May 9, 2019, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended approval of the Variation by a vote of 6-0, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

**WHEREAS**, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendation of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and, finds that the Application satisfies the standards set forth in the Zoning Ordinance relating to the Variation.

**NOW, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** The recitals above are incorporated into Section 1 as though set forth herein.

**SECTION 2:** The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Ordinance: (i) find that the Application meet the standards for the Variation requested therein and (ii) approve the Variation with respect to the garage on the Property proposed by the Petitioner in his application for the Variation. The Variation is approved only to the extent needed for the construction and maintenance of garage on the Property proposed by the Petitioner in his application for the Variation, and the Variation shall remain in effect only for so long as the

garage proposed by the Petitioner in his application for the Variation remains on the Property.

**SECTION 3:** Prior to the issuance of any building permit by the Village for the garage related to the Variation, the Petitioner shall record a copy of this Ordinance on title to the Property at Petitioner' sole cost and expense, and the Petitioner shall provide proof of said filing to the Village.

**SECTION 4:** Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission of the approvals made in this Ordinance.

**SECTION 5:** That all ordinances, or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 6:** This Ordinance shall be in full force and effect after its approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24<sup>th</sup> day of June, 2019, pursuant to a roll call vote of at least two-thirds (2/3) of the President and Board of Trustees of the Village of River Forest, per 65 ILCS 5/11-13-3.1.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 24<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Catherine Adduci, Village President

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

The Petitioner acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_  
Titleholder of Record of the Property

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 5 IN HENRY S. PETERON'S SUBDIVISION OF BLOCK 6 (EXCEPT THE NORTH 400 FEET MEASURED ON KEYSTONE AVENUE) OF SNOW AND DICKINSON'S ADDITION TO RIVER FOREST A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1 AND THE EAST 17 ACRES OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION**

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS  
FINDINGS OF FACT AND RECOMMENDATION REGARDING  
A SIDE YARD SETBACK VARIATION RELATED TO THE CONSTRUCTION  
OF A NEW GARAGE AT 910 FOREST AVENUE**

**WHEREAS**, petitioner William Piper ("Petitioner"), owner of the property located at 910 Forest Avenue in the Village of River Forest ("Property"), requested a variation from the Village of River Forest's side yard setback requirements in Section 10-9-7 of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"), to allow the construction of a two-car garage with a wall-line setback of four and 45/100 feet (4'-5½"), where the required setback is ten percent (10%) of the lot width or five feet (5'), whichever is greater ("Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District ("R-2 Zoning District"); and

**WHEREAS**, the Village of River Forest Zoning Board of Appeals ("Board") held a public hearing on the question of whether the requested Variation should be granted on May 9, 2019, and the hearing was held as in accordance with Section 10-5-4(E) of the Zoning Ordinance. At the public hearing, all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the Board; and

**WHEREAS**, public notice in the form required by law was given of the public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the *Wednesday Journal*, a newspaper of general circulation in the Village, there being no newspaper published in the Village. In addition, notice was mailed to surrounding property owners; and

**WHEREAS**, at the public hearing on May 9, 2019, the Petitioner provided information regarding the requested Variation, testifying, among other things, that the current garage at the Property was located on the same footprint as the proposed new garage, the current concrete slab was in significant disrepair, and constructing the new garage with a further setback from the side yard lot line would make it very difficult to navigate a vehicle into the garage and would negatively affect the currently existing drainage concerns on the Property; and

**WHEREAS**, at the public hearing on May 9, 2019, no residents or other members of the public testified with regard to the proposed Variation, and letters from neighbors of the Petitioner were accepted which were all in support of the Petitioner's request; and

**WHEREAS**, six (6) members of the Board were present for the public hearing, which constituted a quorum of the entire Board that is required to convene a meeting of the Board, and allow for the public hearing to proceed; and

**WHEREAS**, after the close of public comment, the ZBA discussed and deliberated the application for these Variation; and

**WHEREAS**, following discussion, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, on May 9, 2019, voted 6-0 to recommend approval of the Variation;

**NOW, THEREFORE,** the Board makes the following findings of fact and recommendations pursuant to Section 10-5-4(E)(2) of the Zoning Ordinance:

### **FINDINGS OF FACT**

1. **The physical surroundings, shape or topographical conditions of the Property constitute a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.** The Board found that this standard has been met. The Property contains a two-car garage on essentially the same footprint as the proposed garage. If the new garage were to be constructed with a further setback from that of the existing garage, it would be difficult to navigate a vehicle down the driveway and around the existing home, into the garage.
2. **The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of the Village's Zoning Regulations, for which no compensation was paid.** The Board found that this standard has been met. Petitioner purchased the home in its current state, with the pre-existing garage on the current footprint. The previous owners of the Property were allowed at the time of construction of the existing garage to maintain the presently nonconforming side yard setback.
3. **The conditions of the Property upon which the petition for Variation is based may not be applicable generally to other property within the same zoning classification.** The Board found that this standard has been met. Other properties in nearby area have sufficient available lot area to accommodate a garage that maintains the required side yard setback. The Property is unique in that if the required setback was maintained, the new garage would encroach into a currently existing and permitted drainage system in the rear of the yard.
4. **The purpose of the Variation is not based predominately upon a desire for economic gain.** The Board found that this standard has been met. The Petitioner indicated that he desires to reconstruct the garage at the Property and continue to reside at the Property for the foreseeable future, with no desire for economic gain or resale of the Property.
5. **The granting of the Variation is not detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the Property is located.** The Board found this standard has been met. Neighbors of the Petitioner indicated by letter that they were in support of the project. The new garage would comply with all other requirements of the Village of River Forest Village Code. The location of the garage would allow for an open view out of the neighbor's rear yard window, without being obstructed by the garage, which the Petitioner stated was preferable to both him and his neighbor.
6. **The granting of the Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.**

The Board found that this standard has been met. The location of the garage would allow for an open view out of the neighbor's rear yard window, without being obstructed by the garage, which the Petitioner stated was preferable to both him and his neighbor.

7. **The granting of the Variation will not unduly tax public utilities and facilities in the area of the Property.** The Board found that this standard has been met. The new garage will not use any more utility services than the present garage, which only uses electricity for its operation.

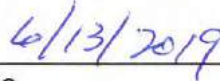
8. **There are no means other than the requested Variation by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.** The Board found that this standard has been met. The Petitioner would not be able to reconstruct the garage at the present location without the requested Variation. Constructing the garage with a greater side yard setback may cause the Petitioner to only utilize half of the two-car garage's capacity, due to the inability to navigate two vehicles into the garage at the same time.

### RECOMMENDATION

The Board, by a vote of 6-0, found that the standards for granting of the Variation were met. Therefore, the Board recommends to the Village President and Board of Trustees that the Variation to allow the construction of two-car garage on the Property with a wall-line setback of 4 and 45/100 feet (4'-5½") where the required setback is ten percent (10%) of the lot width or five feet (5'), whichever is greater, in a R-2 Zoning District be GRANTED.



Frank Martin  
Chairman



Date





## REPORT FROM THE VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS

**Recommendation:** The Zoning Board of Appeals recommends granting a variation to the property owner to allow construction of a detached two-car garage. The new garage will replace an existing garage in the same location.

**Property:** 910 Forest Avenue

**Zoning District:** R2 Single-Family (Detached) Residential District

**Applicant:** William Piper

**Nature of Application:** The property owner proposes to remove an existing detached garage which currently has a legally non-conforming side yard setback, and construct a new detached two-car garage in the same location on the property, which will result in a non-conforming side yard setback. The proposed garage would have a setback of 4.52 where the required setback is 10% of the lot width or 5', whichever is greater.

**Ordinance Provision(s):** Section 10-9-7: The setback regulations of the R1 district contained in Section 10-8-7 of this title shall apply.

Section 10-8-7(C)(1): The required minimum side yard setback shall be 10% of the lot width or 5', whichever is greater

### Analysis of Request:

Code	Requirement	Current Condition	Proposed Condition
10-8-7(C)(1)	Setback of 10% of lot width or 5', whichever is greater, in the side yard	Approx. 4.5 feet	4.52 feet (4'-6¼")

**Hearing Date:** May 9, 2019

**Date of Application:** April 15, 2019

<b>Zoning Board Vote:</b>	Chairman Frank Martin	Yes
	David Berni	Yes
	Gerry Dombrowski	Yes
	Tagger O'Brien	Yes
	Joanna Schubkegel	Yes
	Michael Smetana	Absent
	Ronald Lucchesi	Yes

<b>Documents Attached:</b>	Minutes from May 9, 2019 Public Hearing Application
<b>Report Prepared by:</b>	Clifford Radatz, Building Official Lisa Scheiner, Assistant Village Administrator
<b>Requested Action:</b>	Motion to approve an Ordinance granting the requested variations to Section 10-9-7 of the Zoning Code at 910 Forest Avenue.

**VILLAGE OF RIVER FOREST  
ZONING BOARD OF APPEALS MEETING MINUTES  
May 9, 2019**

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Thursday, May 9, 2019 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

**I. CALL TO ORDER**

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Chairman Frank Martin, Members David Berni, Gerald Dombrowski, Ronald Lucchesi, Tagger O'Brien, and Joanna Schubkegel

Absent: Member Michael Smetana

Also Present: Secretary Clifford Radatz, Assistant Village Administrator Lisa Scheiner, Village Attorney Carmen P. Forte, Jr.

**II. APPROVAL OF APRIL 11, 2019 ZONING BOARD OF APPEALS MEETING MINUTES**

A MOTION was made by Member Berni and SECONDED by Member Schubkegel to approve the minutes of the April 11, 2019 Zoning Board of Appeals meeting.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, Martin

Nays: None.

Motion passed.

**III. APPROVAL OF FINDINGS OF FACT FOR THE PROPOSED ZONING VARIATIONS FOR 755 WILLIAM STREET FROM THE MEETING OF THE ZONING BOARD OF APPEALS OF APRIL 11, 2019**

A MOTION was made by Member O'Brien and SECONDED by Member Dombrowski to approve the Findings of Fact and recommendation for the proposed Zoning Variations for 755 William Street from the meeting of the Zoning Board of Appeals on April 11, 2019.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin

Nays: None.

Motion passed.

**IV. VARIATION REQUEST FOR 910 FOREST AVENUE - SIDE YARD SETBACK**

Chairman Martin stated that the next item on the agenda was a Variation Request for the property at 910 Forest Avenue. All those present at the meeting who planned to testify were

sworn in. Chairman Martin invited the applicant and/or their representatives to present their application for the Variation Request.

William Piper, 910 Forest, spoke first regarding his application for a variation from the side yard setback requirement. Mr. Piper is seeking to build a new garage on the same footprint as the garage currently existing on the property. He would like to maintain a setback of 4.45 feet from the side yard lot line, which is less than the five-foot setback minimum for this zoning district. There is a large crack in the middle of the existing garage pad, and he believes it needs to be replaced. Mr. Piper noted that his proposal would not cause any harm to anyone, as it would stand in the same footprint as the existing garage. Mr. Piper explained that he is unable to situate the garage elsewhere on the property, largely due to water accumulation in the backyard. He noted that his neighbor was pleased to hear that his new garage would stand in the same footprint, so as not to create additional water issues. He noted that he brought copies of written correspondence from neighbors expressing that they had no opposition to his proposed plan. He also brought photographs of the existing garage door's positioning relative to his concrete driveway.

Chairman Martin requested copies of the correspondence from the neighbors to add to the record when the Zoning Board of Appeals makes its recommendation to the Village Board.

Member Berni confirmed with Mr. Piper that he was planning to install an entirely new concrete pad for his garage, along with a new garage on the same footprint as the existing garage. Mr. Piper confirmed the same, and also explained that the new garage might actually be smaller than the current garage. Mr. Piper explained that the new garage would be the same height; a standard Danley's garage with a gable roof.

Member Lucchesi confirmed that the proposed garage would rest on the existing footprint. Mr. Radatz confirmed the same.

#### Public Comment in regard to the Variation Request

Chairman Martin asked if any members of the public wished to comment on the proposed variation. Since no one came forward to speak, Chairman Martin closed the public portion of the hearing.

#### Discussion and Deliberation of the Variation Request

Chairman Martin stated he supports the variation given that the garage is being replaced on the same footprint with the same size. He observed that if it were not for the crack in the floor of the existing garage, the applicant would not be here, and further noted that the variation does not seek to move the proposed garage any closer to the lot line than the existing garage and the proposed garage will not be any larger than the existing garage.

A MOTION was made by Member Lucchesi and SECONDED by Member Berni to recommend to the Village Board of Trustees that the requested variation be granted.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Chairman Martin stated that the recommendation of the Zoning Board of Appeals to the Village Board will be 6-0 that the variation be granted. He stated that Village staff would let the applicant know when this matter will be on the schedule of the Board of Trustees and that anyone is welcome to appear before the Board.

## **V. VARIATION REQUEST FOR 910 PARK AVENUE – FENCE VARIATION REQUEST**

Chairman Martin stated that the next item on the agenda was a Variation Request for the property at 910 Park Avenue. All those present at the meeting who planned to testify were sworn in. Chairman Martin invited the applicant and/or their representatives to present their application for the Variation Request.

Chairman Martin noted that he has a close and longstanding friendship with the applicant, but that he nonetheless feels he can conduct the meeting impartially and make an appropriate recommendation on the merits of the application. Hearing no objection from the members, the meeting proceeded with Chairman Martin presiding over the public hearing.

Michael Hartmann, Jr., son of the applicants, presented the request for a variation to construct a new chain link fence in the rear yard of his family's home. The family was seeking to replace its existing four-foot tall fence with a new fence that is 8½ feet tall. The Village Code permits fences up to seven feet in height. Mr. Hartmann advised that the fence would be discrete; a black chain-link fence that would run from the end of the house to the rear lot line, and across the back of the lot. The fence would not be visible from the street, and would blend in with the surrounding vegetation. Mr. Hartmann noted that his brother Patrick's only means of egress from the home that doesn't involve stairs is in the rear of the home. His parents frequently have to sweep the area due to the abundance of deer droppings left by the large amount of deer that wander onto the property, and wish to build a fence to keep the deer away from the property.

Member Berni asked about the height and size of the existing and proposed fence. Mr. Hartmann confirmed that the fence would be constructed on the same location as the current fence, but would be 8½ feet tall instead of the current 4-foot-tall fence. Member Berni asked how they arrived at the proposed height of 8½ feet. Mr. Hartmann explained that, according to his family's research, deer could jump up to eight feet. It would be a chain-link fence.

Chairman Martin invited Mr. Hartmann to explain for the record his brother Patrick's circumstances. Mr. Hartmann explained that Patrick uses a wheelchair, and needs to use the rear door to enter and exit the house. The deer congregate near this door and leave large amounts of droppings nearby, creating difficulties for Patrick and his parents.

Member Berni asked whether screening material would be installed on the fence. Mr. Hartmann explained that the fence would be entirely see-through, and no screening would be installed.

Chairman Martin clarified that it would be an open chain link fence and the applicants agree that they will not block it off or shield it in any way.

Chairman Martin asked the applicant whether any deer are larger than his brother. Mr. Hartmann confirmed that the deer could be very large.

Member Dombrowski asked whether any neighbors opposed the application. Mr. Hartmann stated that there was no opposition from their neighbors of which they were aware.

#### Public Comment in regard to the Variation Request

Deborah Hill, 908 Park, whose home is directly west of the house and whose lot will abut the new fence in two locations, noted the deer problem. She indicated that she does not have a specific objection to the application, but asked that the zoning code be applied in the right way.

With no further comment from the public, the public portion of the hearing was closed.

#### Discussion and Deliberation of the Variation Request

Chairman Martin asked Mr. Radatz about fence heights elsewhere in the Village. Mr. Radatz stated that there were no 8½ foot fences in the Village, but some eight-foot fences, all of which were allowed by ordinance, based on their location in and proximity to Commercial zoning districts.

Member Berni did not object to the fence, so long as light passes through. He noted the deer problem, and feels this could be a proper solution.

Member O'Brien noted that the Hartmann's have an especially deep backyard. She noted the deer problem, and agreed with Member Berni that the chain-link fence was desirable relative to screened fences.

Member Lucchesi agreed that the deer are a plague, and wondered if 8½ was tall enough.

Member Schubkegel suggested that the fence might cause the deer to find other yards.

Chairman Martin acknowledged that the deer problem is not unique to the property, but the occupant of the home is in a wheelchair and the only way he can get to his car is to traverse the back yard and the current condition of the yard makes it difficult to access his vehicle. For this reason, he finds the application satisfies the "uniqueness" requirement.

A MOTION was made by Member O'Brien and SECONDED by Member Schubkegel to recommend to the Village Board of Trustees that the requested variation from the Fence code be granted provided they leave the fence open to view.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Chairman Martin stated that the recommendation of the Zoning Board of Appeals to the Village Board will be 6-0 that the variation be granted.

There was no additional new business on the agenda.

## **VI. PUBLIC COMMENT**

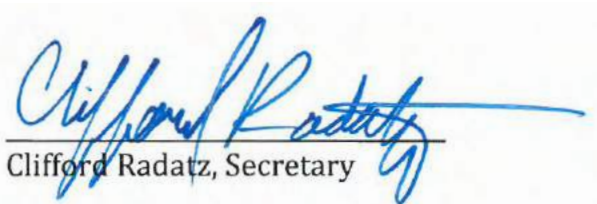
None.

## **VII. ADJOURNMENT**

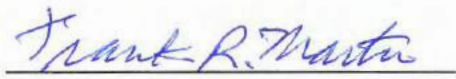
A MOTION was made by Member Schubkegel and SECONDED by Member Berni to adjourn the meeting at 7:57 p.m.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Respectfully Submitted:



Clifford Radatz, Secretary



Frank Martin, Chairman  
Zoning Board of Appeals

Date: 6/13/2019



## MEMORANDUM

**DATE:** May 3, 2019

**TO:** Zoning Board of Appeals

**FROM:** Clifford E. Radatz  
Building & Zoning Code Inspector

**SUBJECT:** Variation Request – 910 Forest Avenue

---

William and Debra Piper, owners of the property at 910 Forest Avenue, have submitted the attached application for a variation to the side yard setback regulation (Section 10-9-7) of the Zoning Code. The applicants propose to remove an existing detached garage which currently has a non-complying side yard setback, and construct a new detached two-car garage in the same location on the property which will result in a non-complying side yard setback.

Because the proposed garage, or accessory structure, is not located within the rear 30 percent of the subject property, it is subject to the standard side yard setback requirement for the R-2 Zoning District (10% of the lot width or 5 feet, whichever is greater). The applicant proposes to construct the exterior wall of the new garage 4.45 feet (4' -5½") from the south property line. (The roof overhang is proposed to be 6 inches, so the side yard setback of the eave is proposed to be 3' -11½", which complies with the Zoning Code requirement for a minimum setback of 3 feet to the roof eave.)

If the Zoning Board wishes to recommend the approval of this variation to the Village Board of Trustees, the following motion should be made: *Motion to recommend to the Village Board of Trustees the approval of a variation to Section 10-9-7 of the Zoning Code at 910 Forest Avenue.*

If you have any questions regarding this application, please don't hesitate to call me.





**LEGAL NOTICE  
ZONING BOARD OF APPEALS  
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, County of Cook, State of Illinois, on Thursday, May 9, 2019 at 7:30 p.m. at the Community Room of the Municipal Complex, 400 Park Avenue, River Forest, Illinois on the following matter:

The Zoning Board of Appeals will consider a zoning variation application submitted by William and Debra Piper, owners of the property at 910 Forest Avenue, who wish to replace an existing detached two-car garage. Section 10-9-7 of the Zoning Code requires a five foot side yard setback. The applicant proposes to construct the new garage with a setback of 4.52 feet (4'-6¼") from the south property line.

The legal description of the property at 910 Forest Avenue is as follows:

LOT 5 IN HENRY S. PETERON'S SUBDIVISION OF BLOCK 6  
(EXCEPT THE NORTH 400 FEET MEASURED ON KEYSTONE  
AVENUE) OF SNOW AND DICKINSON'S ADDITION TO RIVER  
FOREST A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST  
1/4 OF SECTION 1 AND THE EAST 17 ACRES OF THE SOUTH EAST  
1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

All interested persons will be given the opportunity to be heard at the public hearing. A copy of the meeting agenda will be available to the public at the Village Hall.

Clifford Radatz  
Secretary  
Zoning Board of Appeals



APPLICATION FOR ZONING VARIATION  
Village of River Forest Zoning Board of Appeals

*Resubmitted  
4/30/19*

Address of Subject Property: 910 Forest Ave. Date of Application: April 15, 2019

Applicant		Architect / Contractor	
Name: William & Debra Piper		Name: Danley's Garage	
Address: 910 Forest Ave.		Address: 1438 S. Elmhurst Rd	
City/State/Zip: River Forest, IL 60305		City/State/Zip: Elk Grove Village, IL 60007	
Phone: 708-610-1738	Fax:	Phone: 847-562-9390	Fax: Ext 5443
Email: williampiper@att.net		Email: mrodriguez@danleys.com	

Relationship of Applicant to Property (owner, contract purchaser, legal counsel, etc.): Owner

Zoning District of Property: ☒ R1 ☐ R2 ☐ R3 ☐ R4 ☐ C1 ☐ C2 ☐ C3 ☐ PRI ☐ ORIC

Please check the type(s) of variation(s) being requested:

☒ Zoning Code

☐ Building Code (fence variations only)

**Application requirements:** Attached you will find an outline of the other application requirements. Please read the attached carefully, the applicant will be responsible for submitting all of the required information.

Also attached for your information are the Zoning Board of Appeals "Rules of Procedure" for their public hearings.

**Application Deadline:** A complete variation application must be submitted no later than the 15<sup>th</sup> day of the month in order to be heard by the Zoning Board of Appeals in the following month. The Zoning Board of Appeals meets on the second Thursday of each month.

**SIGNATURES:**

The undersigned hereby represent for the purpose of inducing the Village of River Forest to take the action herein requested, that all statements herein and on all related attachments are true and that all work herein mentioned will be done in accordance with the ordinances of the Village of River Forest and the laws of the State of Illinois.

Owner: William & Debra M. Piper Date: 4/15/19

Applicant (if other than Owner): \_\_\_\_\_ Date: \_\_\_\_\_

**Application Fee:** A non-refundable fee of \$650.00 must accompany every application for variation. Checks should be made out to the Village of River Forest.

## APPLICATION FOR ZONING VARIATION

Address of Subject Property: **910 Forest Ave.**Date of Application: **April 15, 2019***Resubmitted 4/29/19*

## Summary of Requested Variation(s):

<b>Applicable Code Section (Title, Chapter, Section)</b> <i>Example:</i> 10-8-5, lot coverage	<b>Code Requirement(s)</b> <i>Example:</i> no more than 30% of a lot	<b>Proposed Variation(s)</b> <i>Example:</i> 33.8% of the lot (detailed calculations on a separate sheet are required)
10-8-7-C-1	The required minimum side yard setback shall be ten percent of the lot width or five feet, whichever is greater	Allow a side yard setback of 4.45 for the entire length of the proposed replacement of the existing garage along the south property line that encroaches the 5' set back requirement.

THE APPLICANT IS REQUIRED TO SUBMIT DETAILED LONG HAND CALCULATIONS AND MEASUREMENTS FOR ALL APPLICABLE ZONING PROVISIONS. APPLICATIONS WILL NOT BE CONSIDERED COMPLETE WITHOUT THESE CALCULATIONS AND MEASUREMENTS.

Applicant:

William and Debra Piper (Property owner)  
910 Forest Ave.  
River Forest, IL 60305

Date: April 15, 2019 (Amended April 29, 2019 to address comments by Cliff Radatz)

Property: 910 Forest Ave. River Forest IL.

The Variance Application supports a revised permit application for the demolition of the current garage and construction of a new garage on the same footprint.

Nature of proposed variation. Reduce side setback requirement of 5 feet to 4.45 feet to allow removal of existing garage and replacement with a new garage on substantially the same footprint. The variance request supports a revised permit application for removal and replacement of an existing garage based upon a revised plan dated April 25, 2019 reducing the size to 20' x 22 ft. A copy of the revised specification sheet/contract addendum is attached. Exhibit A.

Existing survey attached. The lot is 50' x 174'. Exhibit B

A marked survey showing landscape is attached as Exhibit C.

Photos are attached as Exhibit D.

Calculations reflecting the amendment to the original permit application is attached as Exhibit E.

There is no structure to the immediate south of the garage on the adjacent property at 906 Forest. The variance would not impact any structure on 906 Forest. See Exhibit C.

The house immediately to the west of the lot is 915 Keystone (the original home built in the 19<sup>th</sup> century before the block was subdivided.) and which sits approximately 15 feet west of the rear lot line of 910 Forest. If the garage were placed in the rear 30% and within 3 feet of the rear lot line, it would block the view from the large window in the breakfast room of 915 Keystone resulting in an adverse situation. The current garage was likely placed in its current location to avoid obscuring the view from that window.

#### **Response to Standards for Major Variations (Section 10-5-4F)**

1. The physical surroundings, shape or topographical conditions of the specific property involved with bring a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out;

Response: Reconfiguration will make it difficult to enter the garage. Currently, the garage is situated so the garage door is in line with the existing concrete drive way. The house, concrete drive way and garage were built in the 1940's after subdivision of the property where the home at 915 Keystone exists. Moving the garage further from lot line would cause the garage door to shifted to the north and out of line with the drive way. Changing the driveway would create conflicts with the house and existing deck, aside from the unduly expense of changing the concrete driveway to accommodate a relocated door. Specifically, moving the garage footprint to the north in order to create a 5 foot set back

is not feasible because it would increase the angle in which the car has to maneuver to enter the garage. It is already difficult for my wife to maneuver into and out the north side of the existing garage space without hitting the house. A further shifting of the garage to the north would render that space unusable by her.

Relocation will exacerbate a serious flooding condition. Relocating the footprint of the proposed garage to the rear 30% (or within 52 feet of rear lot line) of the 174 ft long lot will significantly exacerbate an already significant flooding problem in the yard by covering even more permeable soil and forcing the water to drain toward the property to the north (914 Forest). Currently as a result of the village allowing the higher grading of the lot to the south in 2004, about 80% of the back yard experiences severe flooding 5 to 6 times a year or at least 4-6 inches of standing water, resulting in the need to pump the yard. A dry well behind the garage to accommodate some excess water would have to be relocated. The neighbor to the north (914 Forest) also experiences severe flooding and relocation would only exacerbate the neighbor's problems by forcing more run off onto 914 Forest. Extending the drive way an additional 10 -15 feet and covering more soil in the back of the yard with a garage will only reduce the amount of soil able to absorb this flooding.

Relocation will reduce recreational green space. Since the lot is only 175 feet long, moving the garage farther back would also reduce the use and enjoyment of the area behind the garage. Many lots in River Forest are longer.

Relocation to the rear will obscure the view from 915 Keystone. In addition, the original mansion on Keystone behind us sits within 10-15 feet of the rear lot line. It was built in the center of the square block well back in the 19 century before the block was subdivided. The dining room looks east over our yard. Placing the garage farther towards the rear lot line would only obscure the view out their large dining room window and may hinder air and light for the neighbor to the west.

Replacing the garage on the current footprint does not create any new problems and is the most economical.

2. The aforesaid unique physical condition did not result from an action of any person having an interest in the property, but was created by natural forces or was the result or was the result of governmental action, other than the adoption of this Zoning Ordinance, for which no compensation was paid;

Response: The flooding conditions described above were exacerbated when the village allowed the grade of the lot to the south (906 Forest) when the home was being built to be elevated during construction in 2004. Prior to that, there was minor ponding once a year that quickly dissipated. According to village topographical maps at that time and shown to this owner, the lot to the south went from the lowest lot to one of the highest lots, thereby preventing natural runoff. This issue was brought to the Village's attention during construction and even afterwards, when the flooding increased, but was never rectified. Applicant has never received compensation for the problems created by allowing construction without taking into account the grading of the adjacent lot.

Also the current location of the house and garage and driveway was determined in the 1940's following the subdivision of the block and not created by the current owner. For whatever reason, the house was built with over a 7 foot set back on the north side. Had the house been built with a 5 foot set

back on the north side, the driveway and garage could have been placed differently. The necessity of using the existing footprint is a result of what was allowed or required in 1947 when the house was built.

3. The conditions upon which the petition for variation is based may not be applicable generally to other property within the same zoning classification;

Response: Flooding within the square block is only an issue for 3 lots. 910, 914 and 920 Forest. Each lot has its own unique configuration that contributes to the flooding. Otherwise, the basis of the request would appear to be unique to this property and not generally applicable to other lots within the zoning classification.

4. The purpose of the variation is not based predominantly upon a desire for economic gain;

Response: We expect no economic gain as a result of the variation. We expect the avoidance of economic damage or diminished use and enjoyment by using the same footprint.

5. The granting of the variation shall not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located;

Response: The granting of a variance should not create any detriment to public welfare or be unduly injurious to the enjoyment, use or development of other property. Placement of the new garage should be substantially within the same footprint with no adverse impact upon adjacent property. There is no building immediately adjacent on the opposite side of the lot line, but only an open yard. The current garage is currently obscured by a tall fence. Whether the set back is 4 feet or 5 feet would have no visual difference. The distance to the lot line cannot be observed because of the fence. Although there is no run off onto the adjacent property since its elevation on the adjacent property is now higher, we plan to install gutters with rain barrels to help manage rain water in our back yard. Given the volume of water, this may have a minimal effect.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood;

Response: The height of the proposed garage is substantially the same as the existing garage with a similar gable roof sloping down to the property line so as to maintain light and air. There is a fence on the lot line that blocks view of the garage so there is no difference in appearance. The proposed garage is more than 15 feet from the existing dwelling and should pose no danger to public safety.

7. That the granting or the variation would not unduly tax public utilities and facilities in the area;

Response: The location will not interfere with public utilities. There are utility lines along the back lot line and underground electrical and cable service to the dwelling was installed down the middle of the backyard. Hence there are no overhead lines.

The new garage will use the same level of electricity. There is no plumbing or sewer. It poses to additional or unreasonable risk to property. A fire detection system is being added to the new garage.

8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Response: Relocation of the garage cannot be achieved without exacerbating the flooding condition on the property or making it more difficult to enter the garage from the existing driveway for reasons indicated in Response 1 above. Flooding could be avoided if a storm sewer was installed in the rear yard, but that is not practical and additional run off into the storm sewers is not permitted by the Metropolitan Sanitary District of Greater Chicago. And it is not practical to relocate the house and driveway to improve access to the garage.

Pictures of the existing garage are attached which illustrate the location of the garage to the fence and toward the deck.

**RE: 910 Forest Zoning Variance Application**

From: Cliff Radatz (CRadatz@vrf.us)

To: williampiper@att.net

Date: Monday, April 29, 2019, 12:04 PM CDT

Mr. Piper,

In regard to setback, from your email from Friday:

The Plat of Survey identifies the southwest corner of the garage as being 4.27 feet (4'-3¼") off of the south property line, and the southeast corner as 4.45 feet (4'-5 13/32") away from the line, hence why Danley is showing 4.45' Side yard. If you are granted a variation for a side yard setback of 4.5 feet, then the permit drawings will need to show a setback of 4.5 feet. "Deminimus" might come into play once it is constructed in the field, but the permit drawings need to match the variation.

If you want 4.45 foot setback instead of 4.5 feet, you have to make that change on your application now before you send in the revisions and be prepared to explain to the ZBA that you are trying to match the existing condition.

Regards,

**Clifford Radatz**

Village of River Forest

Building Official

Phone (708) 366-8500 Ext. 357

Direct (708) 714-3557

Fax (708) 366-3702

[cradatz@vrf.us](mailto:cradatz@vrf.us)

**From:** William/Debra Piper [mailto:williampiper@att.net]

**Sent:** Monday, April 29, 2019 11:34 AM

**To:** Cliff Radatz <CRadatz@vrf.us>

**Cc:** William Piper <williampiper@att.net>

**Subject:** 910 Forest Zoning Variance Application



Cliff

I will be dropping of 9 copies of the revised Zoning Variance Application with 9 copies of 11 x 17 surveys later this afternoon.

I went thru your comments and made the revisions to the information and formatting you suggested.

Just to clarify:

This application now reflects a request for a 4.5 ft setback variance as shown on the 4.25.19 plans. It also reflects that the permit application will include the fire detection system from Forest. I took your calculations and hand wrote in the 4.5' setback and circled it as an amendment. These are attached as Exhibit E.

I am attaching a full electronic copy of the application and the prints.

Again, thanks for your help in reviewing the application.

Bill Piper

## Exhibit A

## ADDENDUM

DANLEY'S GARAGES  
1438 S Elmhurst Road  
Elk Grove Village, IL 60007  
(877) DANLEYS

Contract # G-19 SG0015

Owner Name: William Piper Date of Addendum 4-4, 2019  
Jobsite Address: 910 Forest Ave City/State/Zip: River Forest IL 60305  
Phone: 708 601738 Phone: 708 771-3229 Email: william.piper@ATT.net

We hereby agree to make the change(s) specified below:

change size of Garage From 21x22 to 20x22.  
Garage will go in same location as old garage. Owner applies  
for Variance to do so. This will result in no fire detection  
system needed.

Reduce total cost of contract By <sup>+</sup>500.

This addendum becomes part of and in conformance with the existing contract.

### New Payment Schedule:

We hereby agree to make the change(s) specified above at this price.

Received with Addendum \$ —.00

\$ -500.00

On Start of Concrete \$ —.00

Previous Contract Price \$ 23,000.00

On Start of Electrical \$ —.00

Revised Contract Price \$ 22,500.00

Amount Financed \$ 20,200.00

The above prices and specifications of this addendum are satisfactory and are hereby accepted.

All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Contractor/Seller Danley's Garages

By John D. Kelly

Owner William Piper

Owner —

# Danley's Concrete & Obstruction Specification Sheet

1438 S Elmhurst Road Elk Grove Village IL 60007 - Ph: 877-DANLEYS

Date

Contract # G19SC0015

Customer Name William Piper

Rep Cell 708 296 6055

Job Address 910 Forest Ave

Rep John Difatta

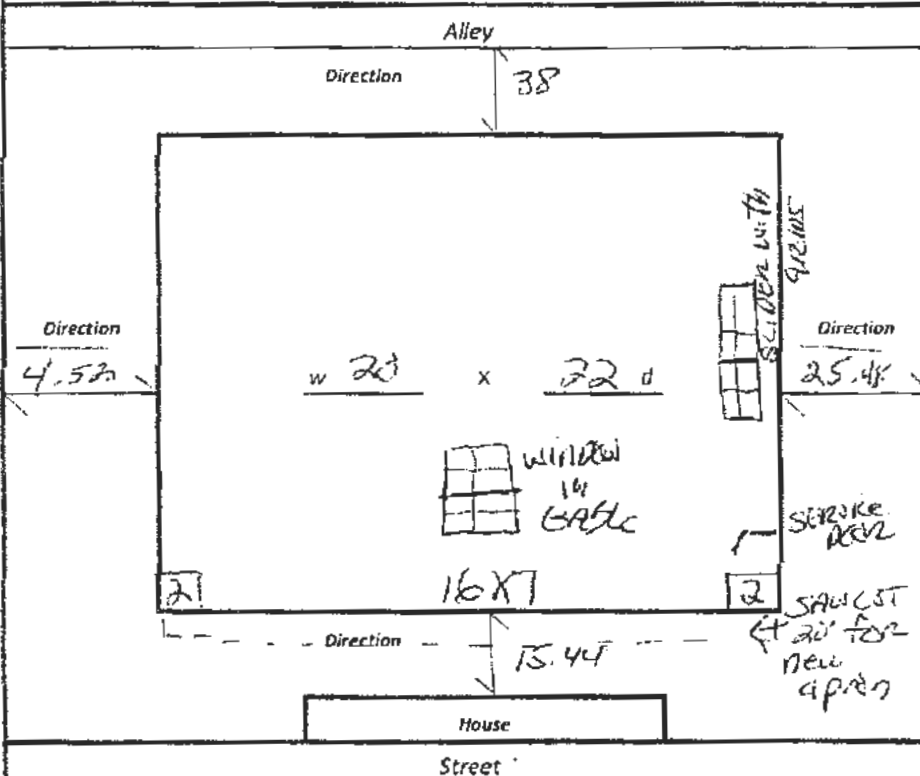
C/S/Zip Riverforest IL 60305

Phone # 708 610-1738

Email williampiper@att.net

Phone # 708 771-3229

## Concrete Specifications



	Width		Depth
Slab Size	<u>20</u>	x	<u>22</u>
Apron Size	<u>20</u>	x	<u>3</u>
Footing	<u>10"</u>	x	<u>12"</u>
Stoop			
42" Trench	Yes		No
Foundation	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Full Foundation	<input type="checkbox"/>		<input checked="" type="checkbox"/>
# of Loads	Yes		No
Dirt Haul	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Gravel	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Wheel In	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Retaining Wall # of Inches (Height)	End		"
Reverse Wall # of Inches (Height)			"
Water Walls	<u>4"</u>	or	6"
Sidewalk			Sq. Ft.
Driveway			Sq. Ft.
Patio			Sq. Ft.

Alley Access	<input type="checkbox"/>	Driveway Access	<input checked="" type="checkbox"/>
--------------	--------------------------	-----------------	-------------------------------------

## Obstruction Specifications

Existing Garage Size	Width <u>20</u> x Depth <u>22</u> x Apron <u>---</u>
Existing Garage Type	Wood <input checked="" type="checkbox"/> Brick <input type="checkbox"/> Other <input type="checkbox"/>
Existing Floor Type	Width x Depth
Slab Size	<u>20</u> x <u>22</u>
Apron Size	<u>---</u> x <u>---</u>
Footings	<u>---</u> x <u>---</u>

Sidewalk	<u>---</u>	Sq. Ft.
Driveway	<u>---</u>	Sq. Ft.
Bushes/Stumps	<u>---</u>	Qty.
Trees/Stumps	<u>---</u>	Qty.
Fence/Posts	<u>---</u>	LF/Qty
Saw Cut	<u>20'</u>	Ln. Ft.
Contents Included	Yes or <u>No</u>	

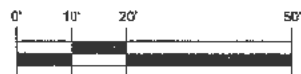
Notes #4 REBAR in concrete  
Apron 6" Thick

## Additional Obstructions



Customer's Signature: William Piper

## Exhibit B



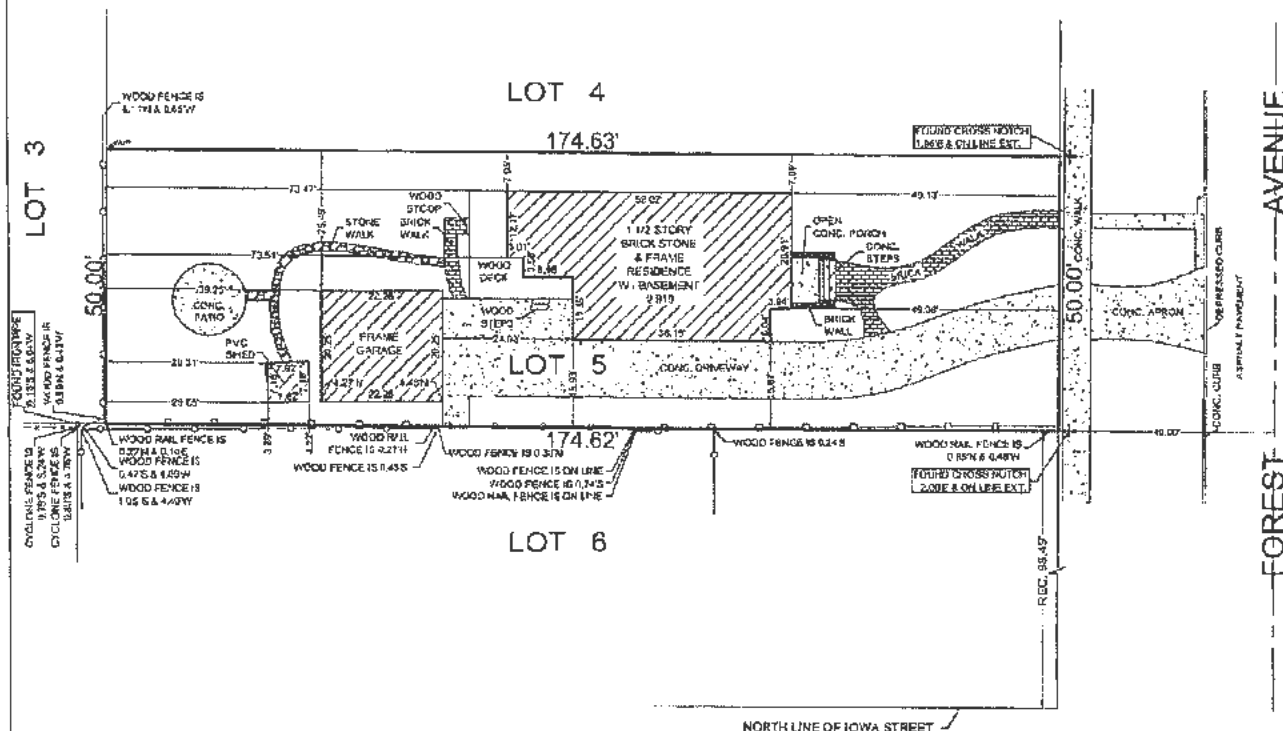
CONSTRUCTION AND LAND SURVEYORS  
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60305  
TEL.: (847) 299-1010 FAX: (847) 299-5887  
E-MAIL: USURVEY@USANDCS.COM

LOT 5 IN HENRY S. PETERSON'S SUBDIVISION OF BLOCK B ( EXCEPT THE NORTH 400 FEET MEASURED ON KEYSTONE AVENUE) OF SNOW AND DICKINSON'S ADDITION TO RIVER FOREST A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1 AND THE EAST 17 ACRES OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 910 FOREST AVENUE, RIVER FOREST, ILLINOIS

PERMANENT INDEX NUMBERS:  
15-D1-313-009-0000

AREA= 5,731 SQ.FT. OR 0.200 ACRE

DR. R. D. W. HERIOT OF THE MEDICAL  
SCHOOL PUBLIC STREET, EDINBURGH.

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF COCK )

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

RIVER FOREST, ILLINOIS, MARCH 1, A.D. 2019

BY: Roy G. Lawniczak  
 ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2280  
 LICENSE EXPIRES: NOVEMBER 30, 2020  
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004516  
 LICENSE EXPIRES: APRIL 30, 2021



LEGEND ABBREVIATIONS

ORDERED BY: WILLIAM PIPER		
SCALE : 1" = 15'		
DATE : MARCH 1, 2019		
FILE No.:		
2019 - 26594	DATE	REVISION

## Exhibit C



# LANDSCAPE NOTATIONS APPROX.

**UNITED SURVEY SERVICE, LLC**  
CONSTRUCTION AND LAND SURVEYORS  
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60305  
TEL.: (847) 299-1010 FAX: (847) 299-5887  
E-MAIL: USURVEY@USANDCS.COM

## PLAT OF SURVEY OF

LOT 5 IN HENRY S. PETERSON'S SUBDIVISION OF BLOCK 61 EXCEPT THE NORTH 400 FEET MEASURED ON KEYSTONE AVENUE; OF SNOW AND DICKINSON'S ADDITION TO RIVER FOREST A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1 AND THE EAST 1/2 ACRES OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 910 FOREST AVENUE, RIVER FOREST, ILLINOIS

PERMANENT INDEX NUMBERS:  
15 - 01 - 313 - 009 - 0000

AREA = 9,731 SQ. FT. OR 0.220 ACRE

AVENUE

FOREST

AS PER R.O.W. HEREIN OF ONE DEED NOTED  
AS FOR PUBLIC STREET PURPOSES

STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

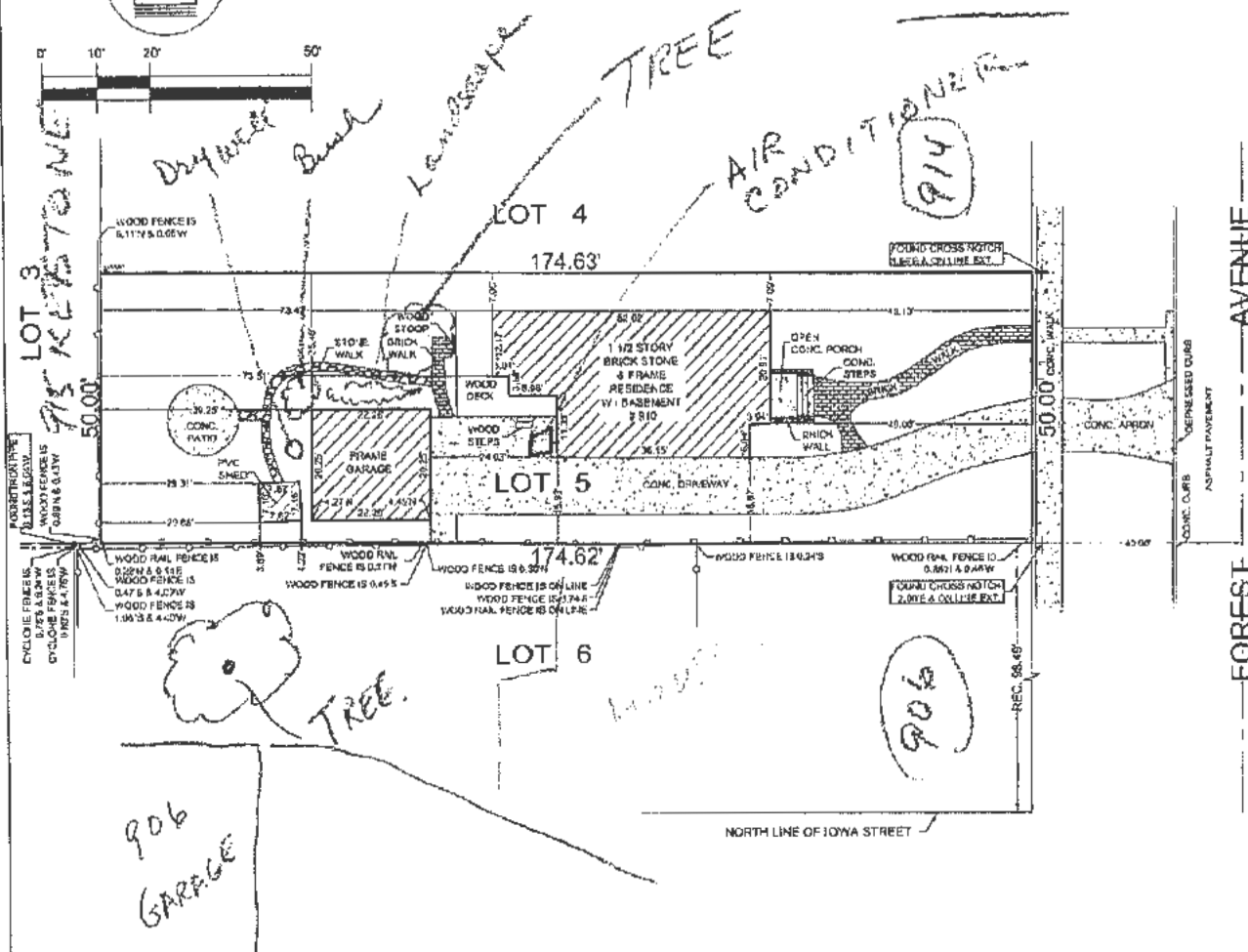
I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE  
SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE  
PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF  
SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE  
CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

RIVER FOREST, ILLINOIS, MARCH 1, A.D. 2019

BY: Roy G. Lawniczak  
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2280  
LICENSE EXPIRES: NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NO.: 104-004576  
LICENSE EXPIRES: APRIL 30, 2021



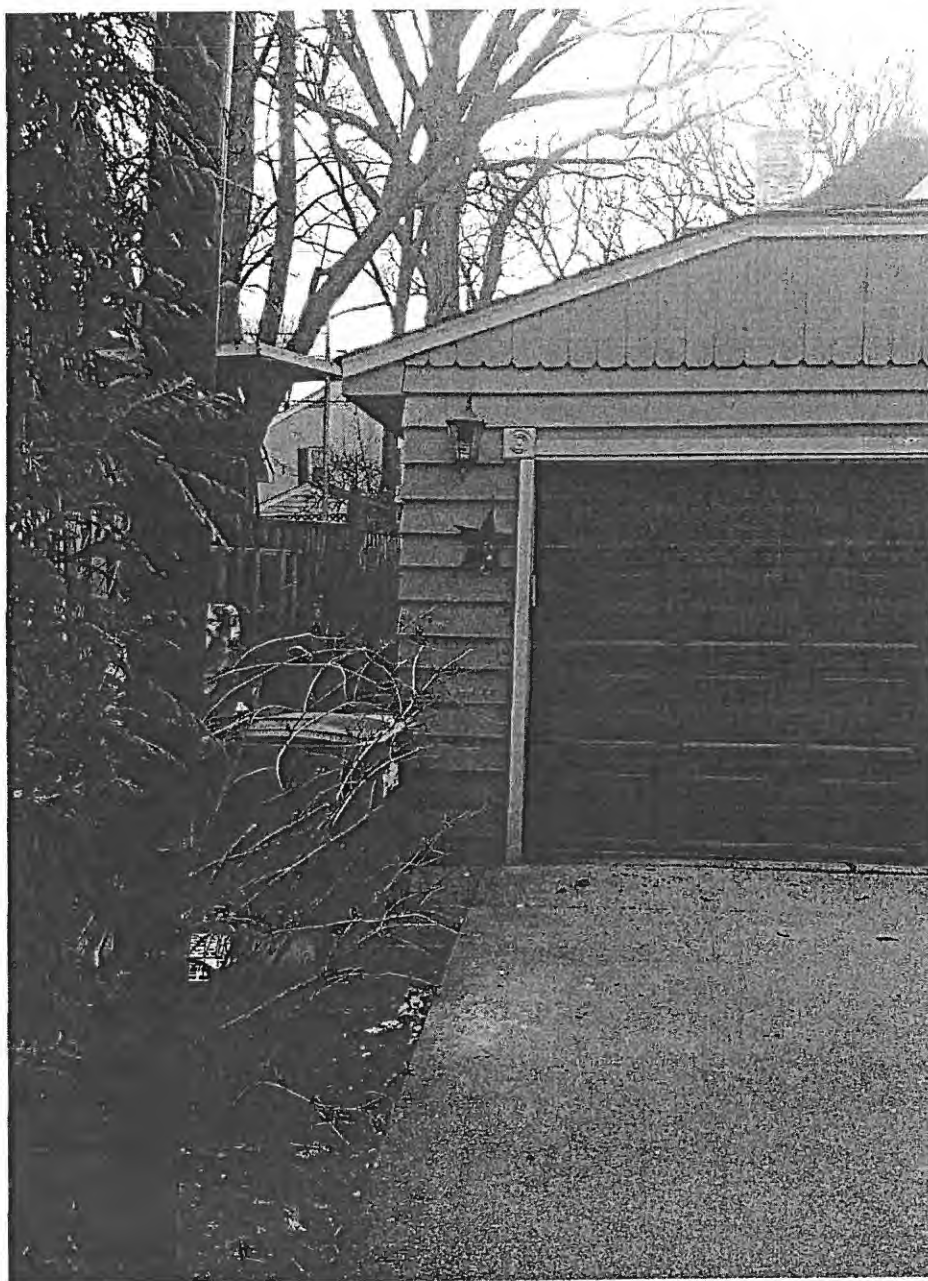
LEGEND ABBREVIATIONS  
W.F. WOOD FENCE POST

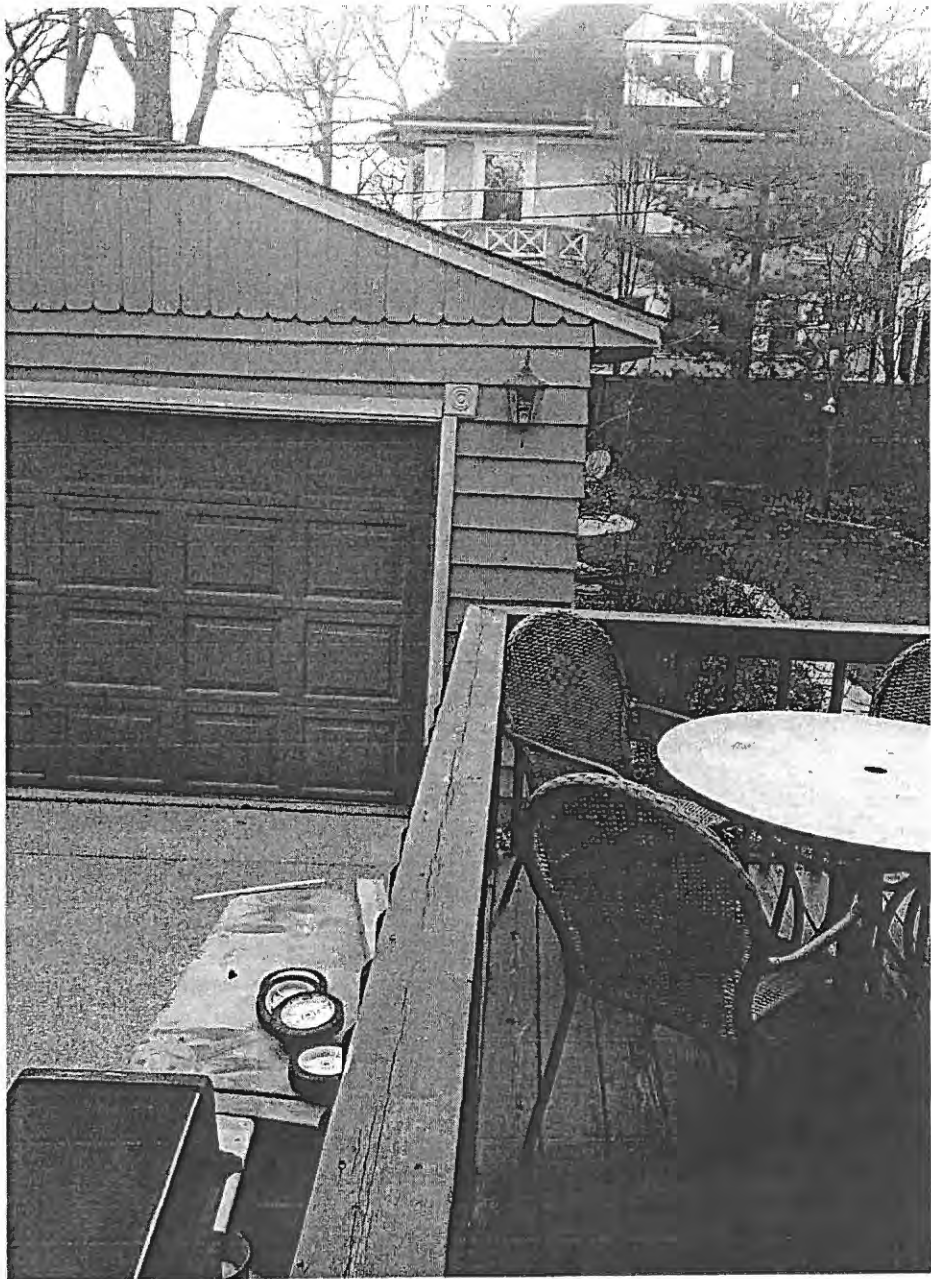
ORDERED BY:		
WILLIAM PIPER		
SCALE: 1" = 15'		
DATE: MARCH 1, 2019		
FILE NO.:		
2019 - 26594	DATE	REVISION

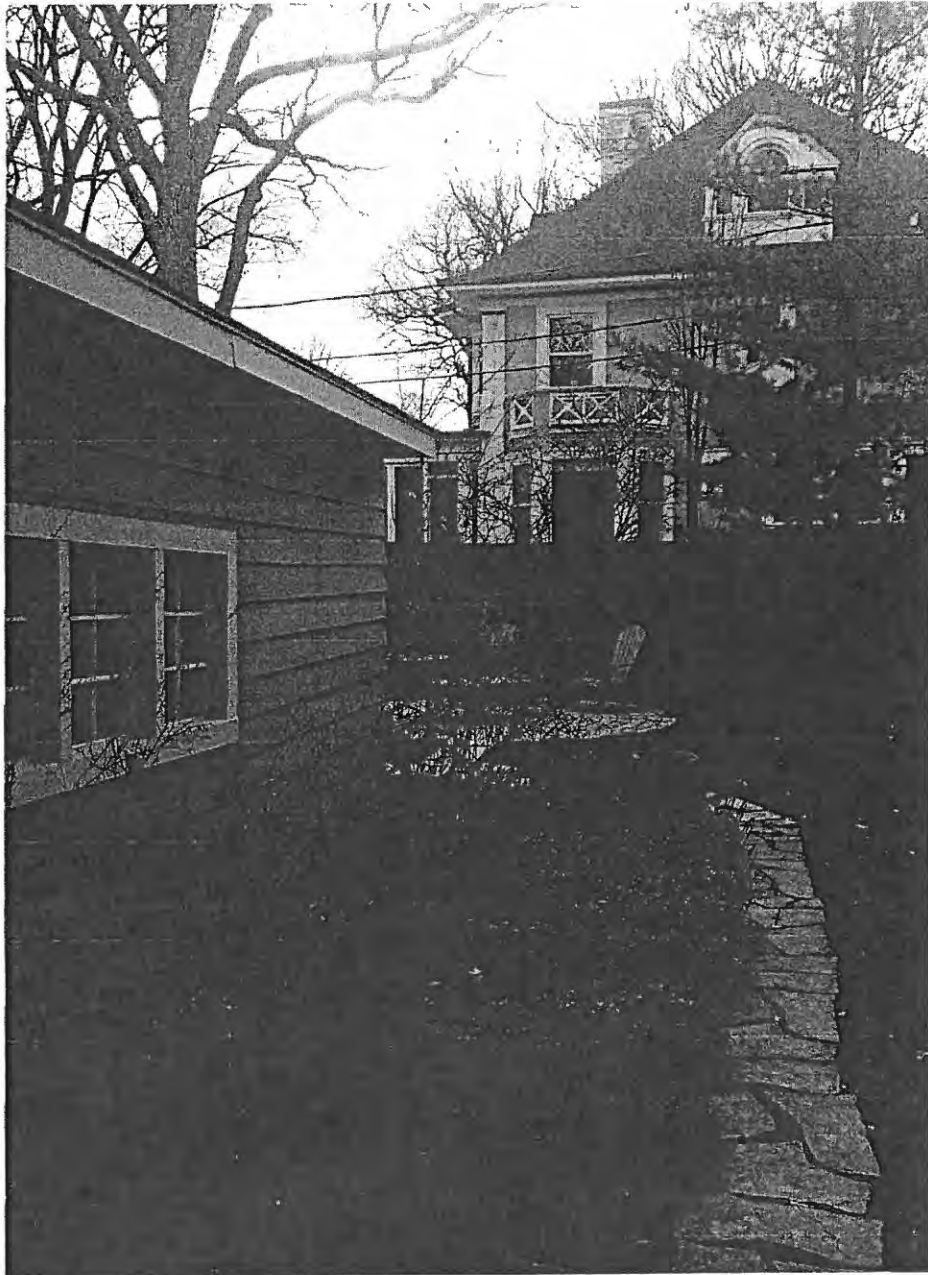


## Exhibit D









## Exhibit E

# Zoning Review Checklist

Address: 910 Forest Avenue  
 Date of Review: 4/1/2019 Date of Submission: 3/13/2019  
 Contact: Telephone #:

Zoning District : R2

Use: Detached Garage for Single Family Residence

Accessory Structure

**Permitted Use**

**Lot Area**

Lot Width

Lot Depth

Lot Area

50.00

174.6250

8731.25

**Lot Coverage**

Allowed

Proposed

30% allowed for the R2 District

2619.38

1750.58

☒

20.05%

**Floor Area Ratio**

Allowed

Proposed

40% allowed for the R2 District

3492.50

1964.70

☒

22.50%

**Setbacks**

Required

Proposed

Accessory structure

Rear 30% of Lot Depth

52.3875

60.5000

☐ *✗*

Is the Accessory Structure located in the rear 30% of the lot?

**No**

(If not, must comply with setbacks for the main building.)

**Side Yard**

10% of Lot Width or 5' whichever **North**

5.0000

25.5000

☒

0.5000

Eave

3.0000

25.0000

☒

**Side Yard**

10% of Lot Width or 5' whichever **South**

5.0000

~~3.5000~~

☒ *✗*

0.5000

Eave

3.0000

3.0000

☒

**Rear Yard**

10-8-7 C 2 c 3' to bldg

**East**

3.0000

38.5000

☒

0.5000

10-8-7 C 2 c 2' to eave

2.0000

38.0000

☒

5'-0" Clear required where adjacent to ComEd power lines

5'

**OK**

Accessory Structure

*Amended (4.1.15)*  
**4.45**

## Zoning Review Checklist

### Building Height Ridge

Allowed

Proposed

Height above grade in feet

18'

14.41



Story Height

1.5

1



### Off-Street Parking

Required

Proposed

Garage spaces

2

2



Does the Accessory Structure cover more than 30% of the Rear Yard? ☒

**No**

Rear Yard Depth 73.48

Lot Width at Rear Yard 50.00

Area of Rear Yard 3674.00

x 30% 0.30

Allowable Area of Acc. Bldg 1102.20



**910 Forest Avenue**  
Area Calculations

4/1/2019

Lot Area	50.0000	174.6250	<b>8731.2500</b>
Allowed Coverage	0.3000		<b>2619.3750</b>
Allowed FAR	0.4000		<b>3492.5000</b>

**Lot Coverage - Existing**

First Floor Area	Existing	1234.0211
Detached Garage	Existing	450.7650
PVC Shed	Existing	54.5592
		0.0000
Total		<b>1739.3453</b>

**Lot Coverage - New**

First Floor Area	Existing	1234.0211
Detached Garage	Proposed	462.0000
PVC Shed	Existing	54.5592
		0.0000
Total		<b>1750.5803</b>

**Floor Area - Existing**

Floor Area - existing	1st floor	1234.0211
	2nd floor	730.6819
	Attic	0.0000
Detached Garage	Existing	450.7650
garage allowance (up to 500 s.f)		-450.7650
		<b>1964.7030</b>

**Floor Area - Proposed**

Floor Area - Proposed	1st floor	1234.0211
	2nd floor	730.6819
	Attic	0.0000
Detached Garage	Proposed	462.0000
garage allowance		-462.0000
		<b>1964.7030</b>

House - 1st floor - **Existing to remain**

A	12.1700	3.0100	36.6317
B	15.6750	8.9800	140.7615
C	26.9500	36.1500	974.2425
D	20.9100	3.9400	82.3854
			0.0000
			<b>1234.0211</b>

House - 1st floor - **Proposed  
Existing to remain**

1234.0211  
0.0000  
**1234.0211**

House - 2nd floor - **Existing to remain**

			0.0000
0.75	c	26.9500	36.1500
			730.6819
			<b>730.6819</b>

House - 2nd floor - **Proposed  
Existing to remain**

730.6819  
0.0000  
**730.6819**

Detached Garage - **Existing**

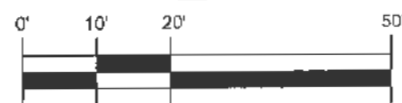
x	20.2500	22.2600	450.7650
			0.0000
			<b>450.7650</b>

Detached Garage - **Proposed**

G	21.0000	22.0000	462.0000
			0.0000
			<b>462.0000</b>

PVC Shed - **Existing**

s	7.1600	7.6200	54.5592
			0.0000
			<b>54.5592</b>



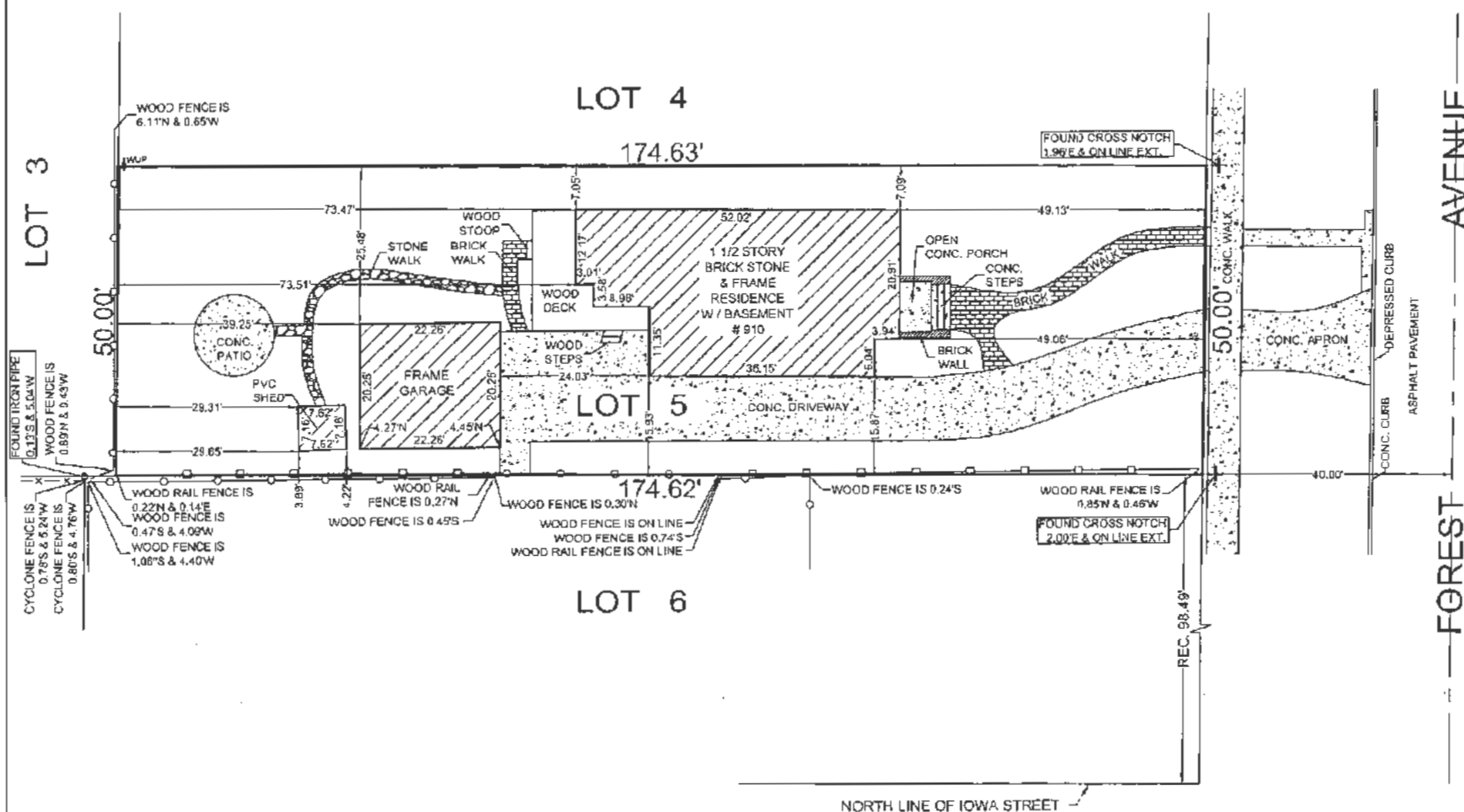
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LOT 5 IN HENRY S. PETERSON'S SUBDIVISION OF BLOCK 6 ( EXCEPT THE NORTH 400 FEET MEASURED ON KEYSTONE AVENUE) OF SNOW AND DICKINSON'S ADDITION TO RIVER FOREST A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1 AND THE EAST 17 ACRES OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:  
15 - 01 - 313 - 009 - 0000

AREA= 8,731 SQ.FT. OR 0.200 ACRE

10' R.O.W. HERETOFORE DEDICATED  
AS FOR PUBLIC STREET PURPOSES



STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF COOK )

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE  
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RIVER FOREST, ILLINOIS, MARCH 1, A.D. 2019

BY: Roy G. Lawniczak  
 ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290  
 LICENSE EXPIRES: NOVEMBER 30, 2020  
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576  
 LICENSE EXPIRES: APRIL 30, 2021



LEGEND	ABBREVIATIONS
WUP	WOOD UTILITY POLE

ORDERED BY: WILLIAM PIPER		
SCALE : 1" = 15'		
DATE : MARCH 1, 2019		
FILE No.:		
2019 - 26594	DATE	REVISION

LOT 3

174.63'

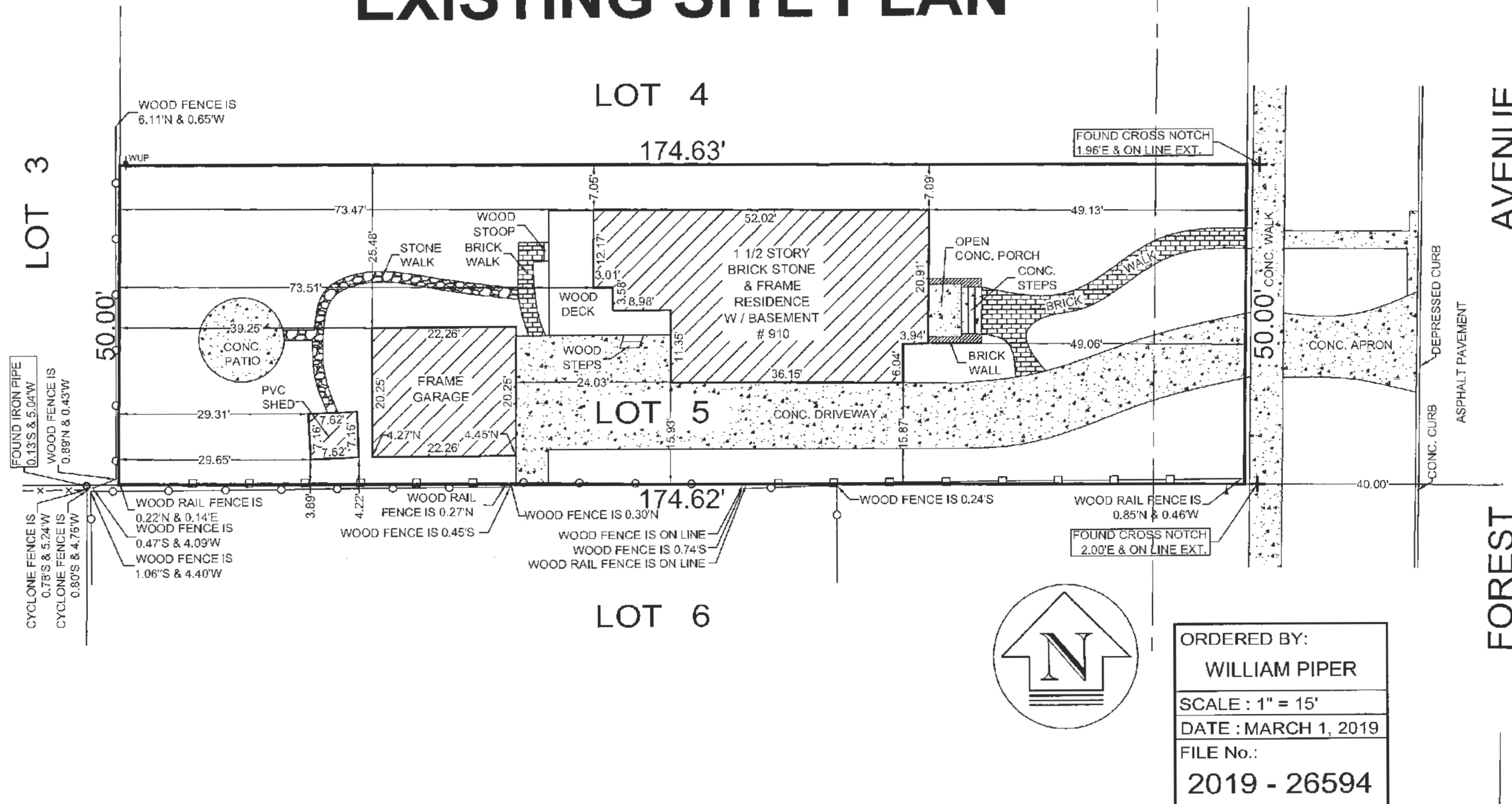
LOT 5

LOT 6

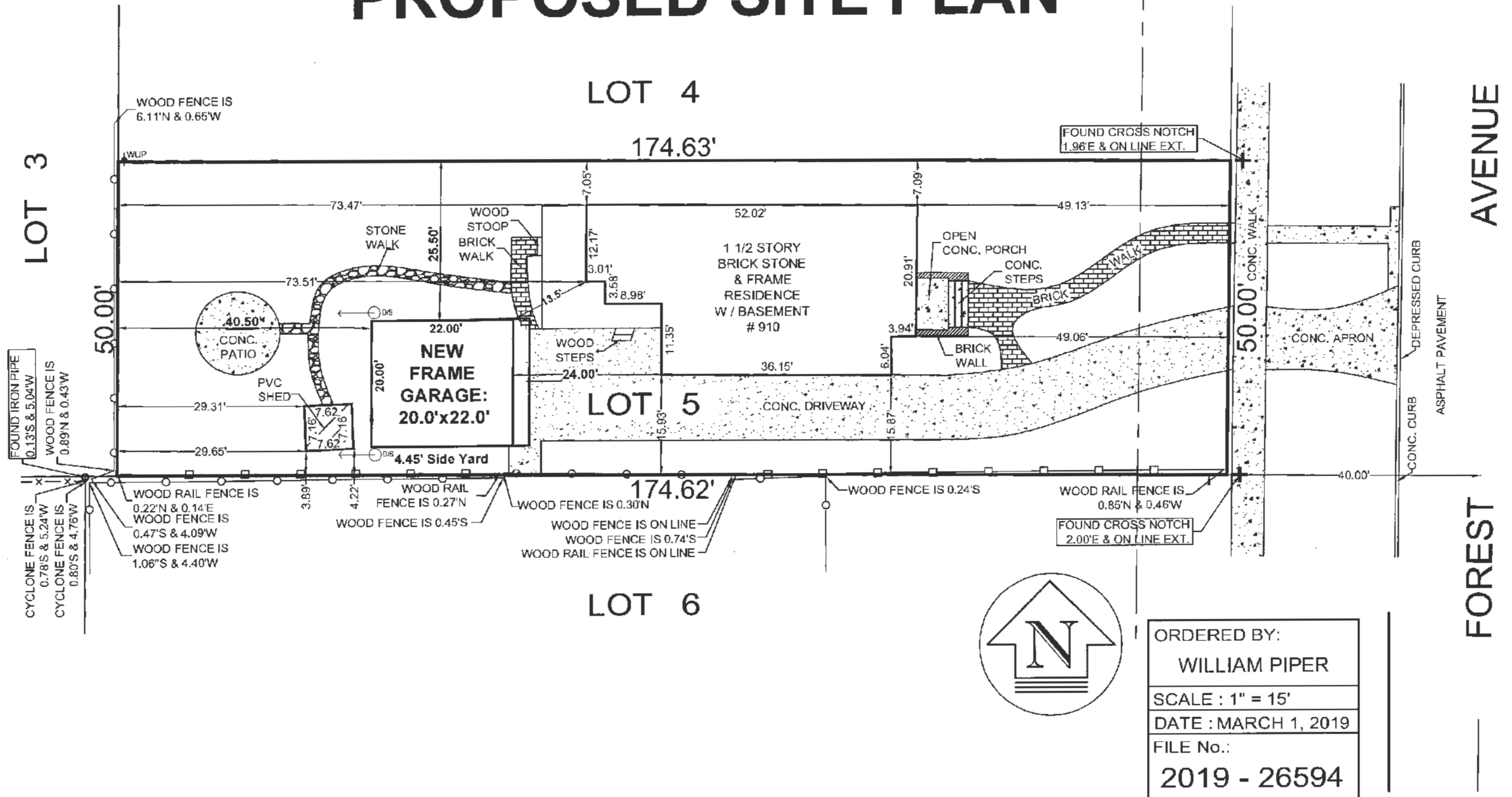
# AVENUE

# FOREST

80" R.O.W. HERE TOFORE DEDICATED  
TO THE PUBLIC

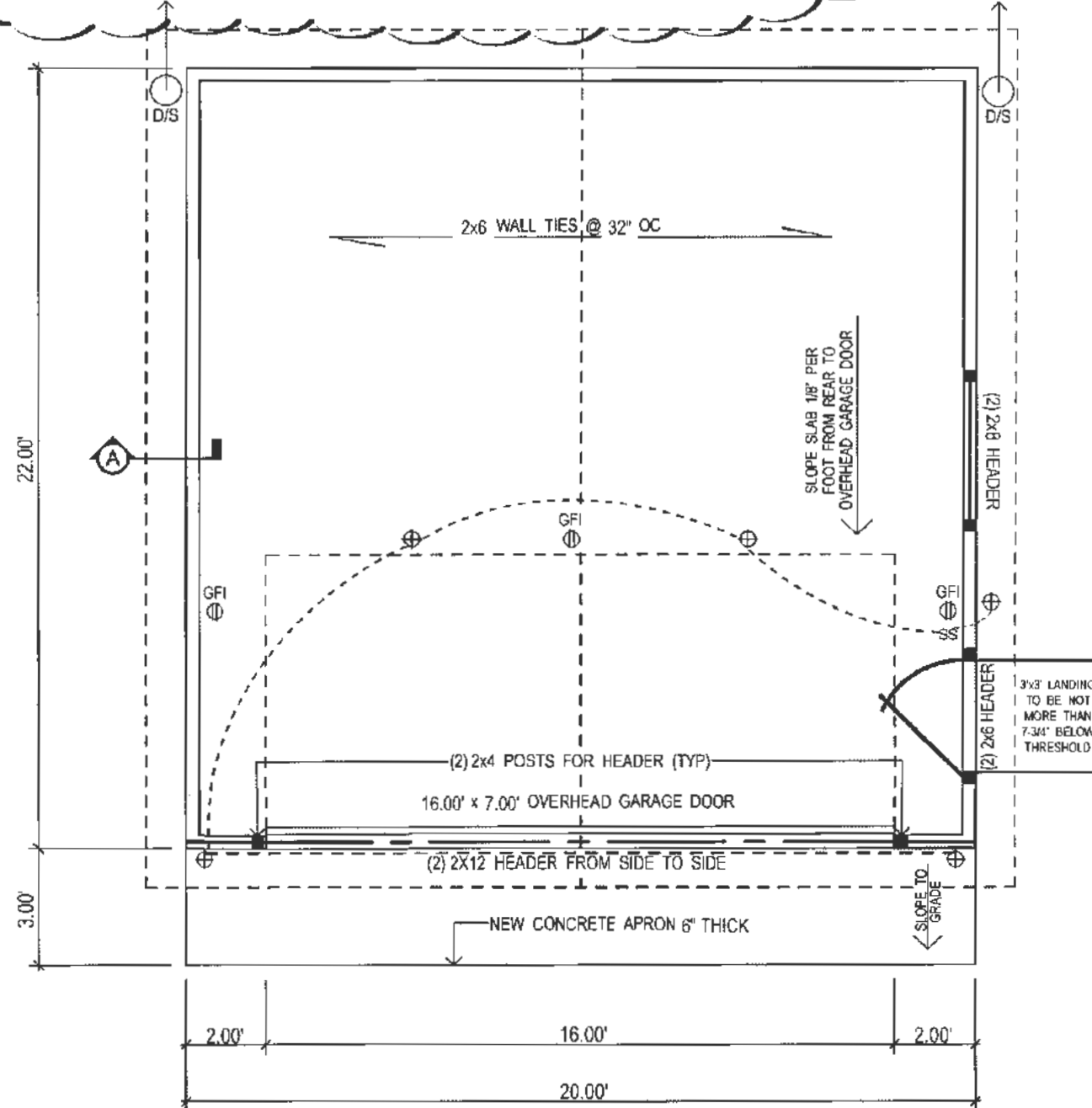


# PROPOSED SITE PLAN

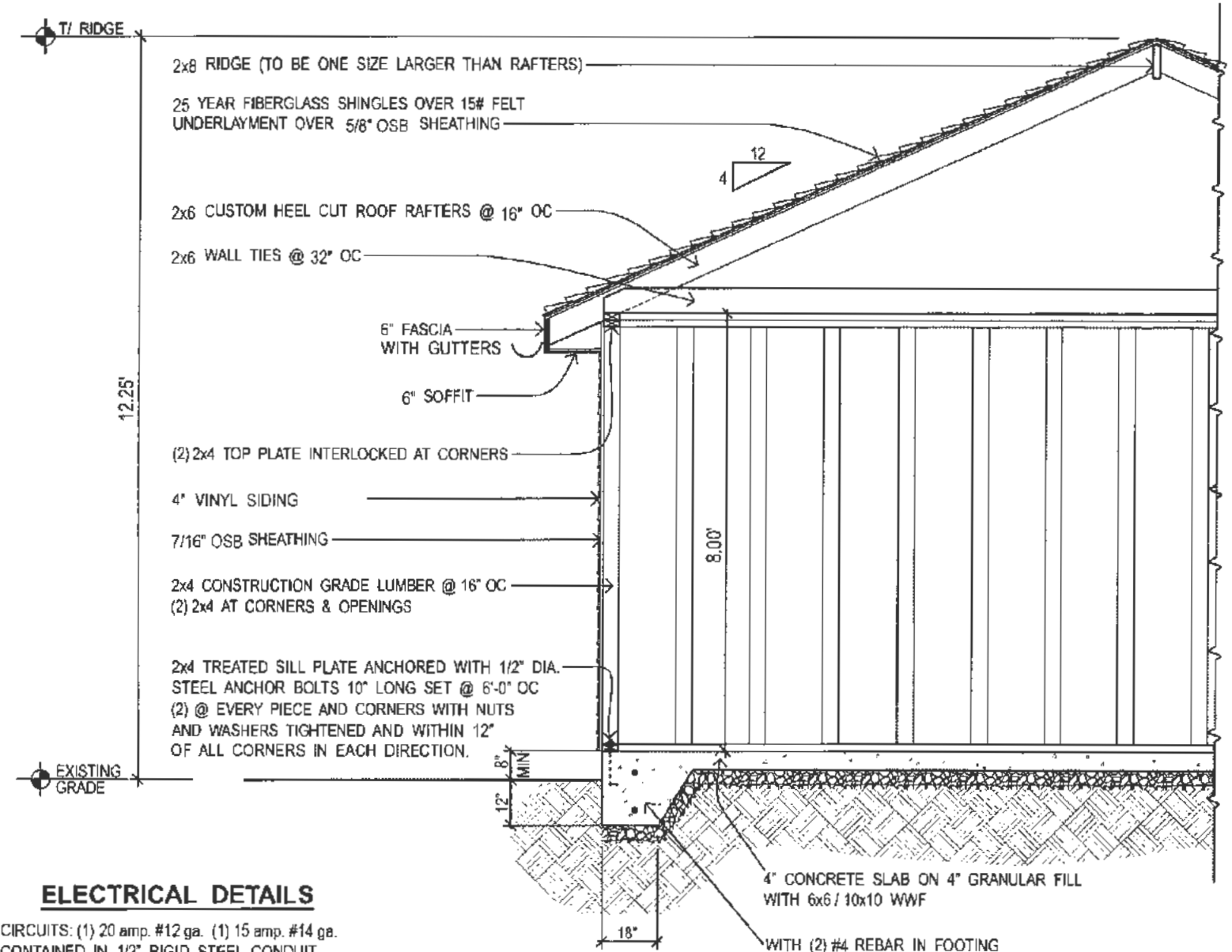


**Per VoRF Amendment to IRC R302.1:**

The fire separation distance from a detached garage and the dwelling it is accessory to shall not be less than 15' unless the garage is equipped with an approved heat detection system, in which case the separation distance may be reduced to 10' minimum. BUILDING TO BE SUPPLIED WITH FIRE DETECTION SYSTEM (installed by Forest Security); SEPARATION REDUCED TO 13.50' (which the the existing setback).



**FLOOR PLAN**



**ELECTRICAL DETAILS**

- CIRCUITS: (1) 20 amp. #12 ga. (1) 15 amp. #14 ga.
- CONTAINED IN 1/2" RIGID STEEL CONDUIT
- BURIAL DEPTH: 18 INCHES
- WIRING: SEPARATE CIRCUITS TO SERVICE PANEL

**BUILDING SECTION**

NOTE: DRAWINGS ARE NOT TO SCALE



**DETACHED GARAGE - GABLE ROOF**

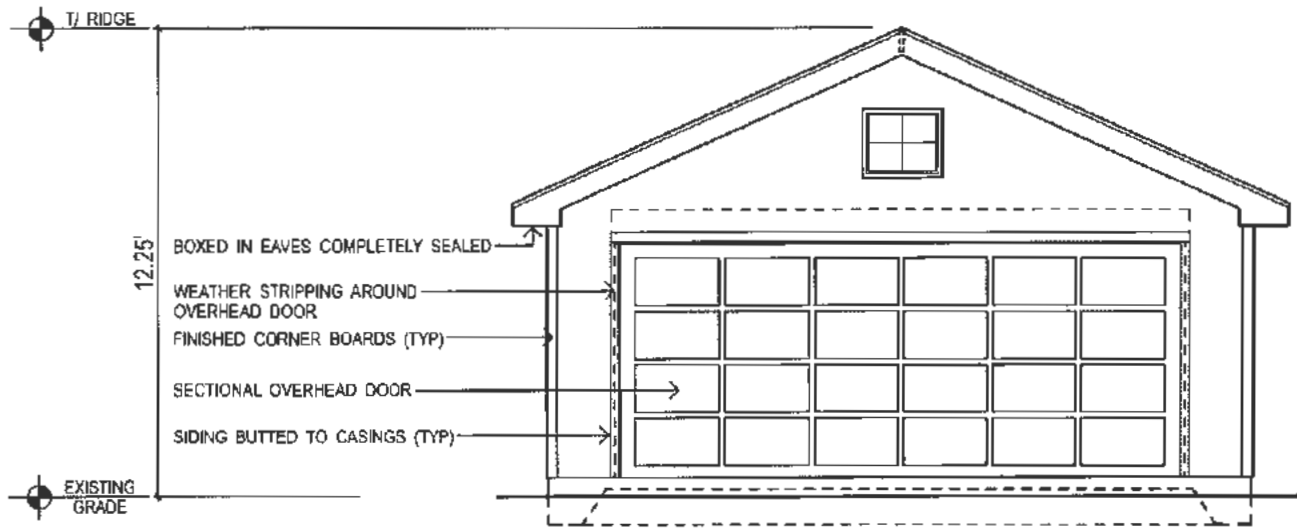
**910 FOREST AVENUE - RIVER FOREST - WILLIAM & DEBRA PIPER**

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN

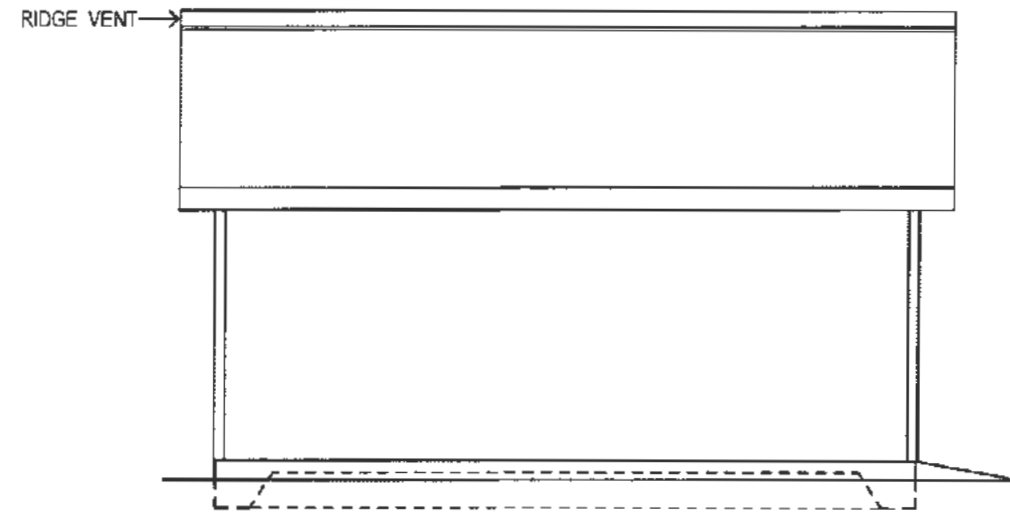
CONTRACTOR:  
**DANLEY'S GARAGE WORLD**  
1438 ELMHURST ROAD  
ELK GROVE VILLAGE, IL. 60007  
PHONE: (847) 849-5436  
EMAIL: permits@danleys.com

SHEET NAME:  
**FLOOR PLAN & BUILDING SECTION**  
SHEET NUMBER:  
**1 OF 2**

SPECIFIC WINDOW AND DOOR STYLES SHOWN  
ON PLANS ARE REPRESENTATIVE ONLY

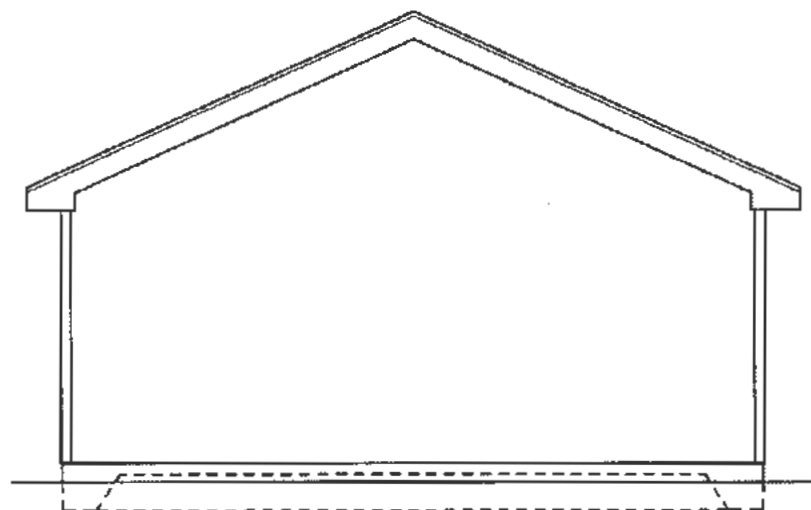


EAST ELEVATION



SOUTH ELEVATION

ELECTRICAL SERVICE DROP SHALL  
HAVE A MINIMUM CLEARANCE OF  
3'0" ABOVE GARAGE ROOF



WEST ELEVATION



NORTH ELEVATION

NOTE: DRAWINGS ARE NOT TO SCALE



**DETACHED GARAGE - GABLE ROOF**  
**910 FOREST AVENUE - RIVER FOREST - WILLIAM & DEBRA PIPER**

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1438 ELMHURST ROAD  
ELK GROVE VILLAGE, IL. 60007  
PHONE: (847) 849-5436  
EMAIL: permits@danleys.com

SHEET NAME:  
**ELEVATIONS**  
SHEET NUMBER:  
**2 OF 2**



## Village of River Forest

### Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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## MEMORANDUM

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Date: June 17, 2019

To: Eric Palm, Village/Zoning Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variations – 910 Park Avenue (Fence)

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### **Issue:**

H. Michael Hartmann, owner of the property at 910 Park Avenue, wishes to remove an existing fence and replace it with an 8 ½' tall chain link fence in the rear yard of the property. They are requesting relief from the Village's regulations which limit the maximum height of a fence to 7 feet.

### **Analysis:**

Section 4-8-4(C)(2) of the Village Code states that a type 3 fence may be constructed in the side and rear yards of a property. Section 4-8-3(C) defines a type 3 fence can be any type of fence construction but it cannot exceed seven feet in height above the established grade. Further, any portion of the fence above six feet in height must be at least 50% open to view. Finally, a chain link fence may only be installed in the rear and side yard of a property (it is prohibited in front and secondary front yards).

The proposed fence at 910 Park Avenue is of a construction type that is allowed by code, is of a material that meets the requirements for openness, but is above the maximum height allowed. The property owner maintains that an occupant of the home who is wheelchair bound encounters difficulties when utilizing the rear yard and attempting to access his vehicle because of deer that come into the yard. The property owner wishes to construct an 8 ½' tall fence to enclose the rear yard to help prevent deer from entering the yard.

At the April 11, 2019 meeting of the Zoning Board of Appeals a public hearing was held regarding the requested variation. The Zoning Board of Appeals voted unanimously with one member absent to recommend to the Village Board of Trustees that the variation be approved.

Below please find a summary of staff's review of available records regarding zoning variation requests regarding garage height that were acted upon by the Village Board since 2008. Please



note that each application and recommendation is considered based on its own facts and approval of a particular zoning variation does not set a precedent for other variations.

Address	Hearing Date	Description of Variation Request	ZBA Rec.	VBOT Action	Ord. #
534 Bonnie Brae	8/11/2016	Install privacy fence in front yard and secondary front yard that does not comply with Type 2 fence requirements	Deny	Approved	3614
1006 Forest	5/13/2010	Install 5' masonry fence in secondary front yard	Approve	Approved	3334
1100 Lathrop	7/10/2008	Install 8' wooden fence in the rear yard	Approve	Approved	3250
1045 Jackson	7/10/2008	Install a 4'-4" to 5'-10" masonry fence in secondary front yard	Deny	Approved	3252

**Request for Board Action:**

If the Village Board of Trustees wishes to approve the requested variations, the following motion would be appropriate: Motion to approve an Ordinance granting the requested variations to Sections 4-8-3(C) and 4-8-4(C)(2) of the Village Code at 910 Park Avenue.

Please note that because this item is being considered by the Village Board of Trustees within six months of adoption of a new Comprehensive Plan, five of the seven Board members must vote in favor of approval. The Village President may cast a vote on this matter.

**Documents Attached:**

- Ordinance
- Findings of Fact
- Report from the Zoning Board of Appeals
- Minutes of the Zoning Board of Appeals Public Hearing
- Application

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIATION TO ALLOW CONSTRUCTION OF A FENCE  
AT 910 PARK AVENUE**

---

**WHEREAS**, a request for a variation ("Application") from the requirements of the Village of River Forest Village Code ("Village Code") relative to the Village's fence height and construction requirements in Sections 4-8-3(C) and 4-8-4(C)(2) of the Village Code, to allow the construction of an eight-and-a-half foot (8' ½') tall chain-link fence, where the maximum height allowed is seven feet in (7') height ("Variation"), on the property commonly known as 910 Park Avenue, River Forest, Illinois ("Property") in the R-2 Single-Family (Detached) Residential Zoning District, has been received from Petitioner H. Michael Hartmann ("Petitioner"); and

**WHEREAS**, the Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Application was referred to the Zoning Board of Appeals of the Village ("Board of Appeals"), per Section 4-8-5 of the Village Code, and was processed in accordance with the Zoning Ordinance of the Village of River Forest ("Zoning Ordinance"); and

**WHEREAS**, on May 9, 2019, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended approval of the Variation by a vote of 6-0, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

**WHEREAS**, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendation of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and, finds that the Application satisfies the standards set forth in the Zoning Ordinance relating to the Variation.

**NOW, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** The recitals above are incorporated into Section 1 as though set forth herein.

**SECTION 2:** The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Ordinance: (i) find that the Application meet the standards for the Variation requested therein and (ii) approve the Variation with respect to the fence on the Property proposed by the Petitioner in his application for the Variation. The Variation is approved only to the extent needed for the construction and maintenance of fence on the Property proposed by the Petitioner in his

application for the Variation, and the Variation shall remain in effect only for so long as the fence proposed by the Petitioner in his application for the Variation remains on the Property.

**SECTION 3:** Prior to the issuance of any building permit by the Village for the fence related to the Variation, the Petitioner shall record a copy of this Ordinance on title to the Property at Petitioner' sole cost and expense, and the Petitioner shall provide proof of said filing to the Village.

**SECTION 4:** Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission of the approvals made in this Ordinance.

**SECTION 5:** That all ordinances, or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 6:** This Ordinance shall be in full force and effect after its approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24<sup>th</sup> day of June, 2019, pursuant to a roll call vote of at least two-thirds (2/3) of the President and Board of Trustees of the Village of River Forest, per 65 ILCS 5/11-13-3.1.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 24<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Catherine Adduci, Village President

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

The Petitioner acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Titleholder of Record of the Property

**EXHIBIT A**

### **LEGAL DESCRIPTION**

PARCEL 1: LOT 3 (EXCEPT THE SOUTH 16.0 FEET THEREOF), ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25 FEET) IN SKILLIN'S SUBDIVISION OF BLOCK 11 IN SNOW AND DICKINSON'S ADDITION TO RIVER FOREST IN THE WEST 112 OF THE SOUTHWEST 114 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 3 (EXCEPT THE SOUTH 16.0 FEET THEREOF), ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25.0 FEET) IN SKILLIN 'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION**

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS  
FINDINGS OF FACT AND RECOMMENDATION REGARDING  
A FENCE HEIGHT VARIATION RELATED TO THE CONSTRUCTION  
OF A NEW FENCE AT 910 PARK AVENUE**

**WHEREAS**, petitioner H. Michael Hartmann ("Petitioner"), owner of the property located at 910 Park Avenue in the Village of River Forest ("Property"), requested a variation from the Village of River Forest's fence height and construction requirements in Sections 4-8-3(C) and 4-8-4(C)(2) of the Village of River Forest Village Code ("Village Code"), to allow the construction of an eight-and-a-half foot tall chain-link fence (8 ½'), where the maximum height allowed is seven feet in height (7') ("Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District ("R-2 Zoning District"); and

**WHEREAS**, the Village of River Forest Zoning Board of Appeals ("Board") held a public hearing on the question of whether the requested Variation should be granted on May 9, 2019, and the hearing was held as in accordance with Section 4-8-5 of the Village Code and Section 10-5-4(E) of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"). At the public hearing, all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the Board; and

**WHEREAS**, public notice in the form required by law was given of the public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the *Wednesday Journal*, a newspaper of general circulation in the Village, there being no newspaper published in the Village. In addition, notice was mailed to surrounding property owners; and

**WHEREAS**, at the public hearing on May 9, 2019, Michael Hartmann, Jr., son of the Petitioner, provided information regarding the requested Variation, testifying, among other things, that his parents were seeking to replace an existing four-foot-tall fence with a new eight-and-a-half-foot tall fence to enclose the rear yard. The proposed fence would be constructed with a discrete black chain-link fence material, and would run from the end of the house along the south property line to the back of the lot, along the rear lot line to the north property line, and along the north property line returning to the detached garage. The fence would not be visible from the street, and would blend in with the surrounding vegetation. Mr. Hartmann noted that his brother Patrick's only means of egress from the home that doesn't involve stairs is in the rear of the home. He stated that his brother is disabled and utilizes a wheelchair. He stated that his parents frequently have to sweep the area due to the abundance of deer droppings left by the large amount of deer that wander onto the property, and wish to build a fence to keep the deer away from the property. The deer are often intimidating, large and sometimes aggressive. He stated that the fence would be completely free from any screening material, and would remain as an open chain-link fence at all times; and

**WHEREAS**, at the public hearing on May 9, 2019, Deborah Hill, owner of 908 Park Avenue, whose home is directly west of the house and whose lot will abut the new fence in two locations, noted the deer problem. She indicated that she does not have a specific objection to the application; and

**WHEREAS**, six (6) members of the Board were present for the public hearing, which constituted a quorum of the entire Board that is required to convene a meeting of the Board, and allow for the public hearing to proceed; and

**WHEREAS**, after the close of public comment, the ZBA discussed and deliberated the application for these Variations; and

**WHEREAS**, following discussion, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, on May 9, 2019, voted 6-0 to recommend approval of the Variation;

**NOW, THEREFORE**, the Board makes the following findings of fact and recommendations pursuant to Section 10-5-4(E)(2) of the Zoning Ordinance:

### **FINDINGS OF FACT**

1. **The physical surroundings, shape or topographical conditions of the Property constitute a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.** The Board found that this standard has been met. The Property is home to a disabled resident who must traverse the backyard from the accessible entrance of the house to the parking space for his vehicle. The current condition of the backyard makes this process difficult and oftentimes dangerous, due the abundance of large and sometimes aggressive deer.
2. **The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of the Village's Zoning Regulations, for which no compensation was paid.** The Board found that this standard has been met. The home is located on a natural migration path for deer that inhabit the nearby forest preserve and enter the Village, and the Property, to feed on regular occasion.
3. **The conditions of the Property upon which the petition for Variation is based may not be applicable generally to other property within the same zoning classification.** The Board found that this standard has been met. This property is unique in that one of the residents of the home is a disabled individual whose safety and welfare are directly affected by the presence of the deer.
4. **The purpose of the Variation is not based predominately upon a desire for economic gain.** The Board found that this standard has been met. The Petitioner's son indicated that his parents desire to construct the fence at the Property to benefit their continued use of the Property and to protect their son's safety. They intend to continue to reside at the Property for the foreseeable future, with no desire for economic gain or resale of the Property.

5. **The granting of the Variation is not detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the Property is located.** The Board found this standard has been met. The neighbor of the Petitioner at 908 Park Avenue indicated that she did not have a specific objection to the requested Variation. The new fence would not be viewable from the front of the Property, and would not obstruct any adjoining property's view as it would remain a mostly transparent chain-link fence.


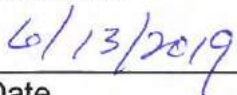
6. **The granting of the Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.** The Board found that this standard has been met. The new fence would not be viewable from the front of the Property, and would not obstruct any adjoining property's view as it would remain a mostly transparent chain-link fence. The fence would allow for light and air to flow through it, as it would not contain any type of screening material.

7. **The granting of the Variation will not unduly tax public utilities and facilities in the area of the Property.** The Board found that this standard has been met. The new fence will not utilize any public utilities or facilities in the areas of the Property.

8. **There are no means other than the requested Variation by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.** The Board found that this standard has been met. The Petitioner will not be able to prevent deer from entering the backyard at the Property unless a fence with the requested height is constructed. The use of the Petitioner's backyard by their disabled son is limited, and he cannot safely traverse the backyard at times due to the presence of deer on the Property.

### RECOMMENDATION

The Board, by a vote of 6-0, found that the standards for granting of the Variation were met. Therefore, the Board recommends to the Village President and Board of Trustees that the Variation to allow the construction of an eight-and-a-half-foot tall chain-link fence (8 ½'), where the maximum height allowed is seven feet in height (7'), in a R-2 Zoning District be GRANTED.

  
\_\_\_\_\_  
Frank Martin  
Chairman  
  
  
\_\_\_\_\_  
Date





## REPORT FROM THE VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS

**Recommendation:** The Zoning Board of Appeals recommends granting variation(s) to allow the property owner to install an 8'-6" chain link fence along the along the south, west and north property lines

**Property:** 910 Park Avenue

**Zoning District:** R2 Single-Family (Detached) Residential District

**Applicant:** H. Michael Hartmann

**Nature of Application:** The property owner proposes to remove an existing four-foot tall fence and construct a new 8'-6" chain link fence along the south, west and north property lines to enclose the back yard. The owner has requested a higher fence to help prevent deer from entering the back yard. The property owner reports that the deer make it difficult for a wheelchair bound occupant of the home to traverse the property and access his vehicle.

**Ordinance Provision(s):** Section 4-8-3(C): Type 3 Fence: A type 3 fence shall be of any approved type of fence construction, except that chain link fencing is not permitted to be installed on any front yard or secondary front yard in any zoning district. The maximum height of a type 3 fence shall be seven feet above the established grade; provided, however, that the portion of a fence which is higher than six feet above the established grade shall have an area open for view of at least fifty percent. That portion of the fence below six feet above the established grade shall not be regulated in regard to the area open to view

Section 4-8-4(C)(2): A type 3 fence, as provided in section 4-8-3 of this chapter, shall be permitted to be constructed in any side yard or rear yard.

### Analysis of Request:

Code	Requirement	Current Condition	Proposed Condition
4-8-3(C) & 4-8-4(C)(2)	7' maximum fence height with any portion above 6' at least 50% open to view	4' fence	8'-6" chain link fence

**Hearing Date:** May 9, 2019

**Date of Application:** April 15, 2019

**Zoning Board Vote:**

Chairman Frank Martin	Yes
David Berni	Yes
Gerry Dombrowski	Yes
Tagger O'Brien	Yes
Joanna Schubkegel	Yes
Michael Smetana	Absent
Ronald Lucchesi	Yes

**Documents Attached:** Minutes from May 9, 2019 Public Hearing Application

**Report Prepared by:** Clifford Radatz, Building Official  
Lisa Scheiner, Assistant Village Administrator

**Requested Action:** Motion to approve an Ordinance granting the requested variations to Sections 4-8-3(C) and 4-8-4(C)(2) of the Village Code 910 Park Avenue.

**VILLAGE OF RIVER FOREST  
ZONING BOARD OF APPEALS MEETING MINUTES  
May 9, 2019**

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Thursday, May 9, 2019 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

**I. CALL TO ORDER**

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Chairman Frank Martin, Members David Berni, Gerald Dombrowski, Ronald Lucchesi, Tagger O'Brien, and Joanna Schubkegel

Absent: Member Michael Smetana

Also Present: Secretary Clifford Radatz, Assistant Village Administrator Lisa Scheiner, Village Attorney Carmen P. Forte, Jr.

**II. APPROVAL OF APRIL 11, 2019 ZONING BOARD OF APPEALS MEETING MINUTES**

A MOTION was made by Member Berni and SECONDED by Member Schubkegel to approve the minutes of the April 11, 2019 Zoning Board of Appeals meeting.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, Martin

Nays: None.

Motion passed.

**III. APPROVAL OF FINDINGS OF FACT FOR THE PROPOSED ZONING VARIATIONS FOR 755 WILLIAM STREET FROM THE MEETING OF THE ZONING BOARD OF APPEALS OF APRIL 11, 2019**

A MOTION was made by Member O'Brien and SECONDED by Member Dombrowski to approve the Findings of Fact and recommendation for the proposed Zoning Variations for 755 William Street from the meeting of the Zoning Board of Appeals on April 11, 2019.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin

Nays: None.

Motion passed.

**IV. VARIATION REQUEST FOR 910 FOREST AVENUE - SIDE YARD SETBACK**

Chairman Martin stated that the next item on the agenda was a Variation Request for the property at 910 Forest Avenue. All those present at the meeting who planned to testify were

sworn in. Chairman Martin invited the applicant and/or their representatives to present their application for the Variation Request.

William Piper, 910 Forest, spoke first regarding his application for a variation from the side yard setback requirement. Mr. Piper is seeking to build a new garage on the same footprint as the garage currently existing on the property. He would like to maintain a setback of 4.45 feet from the side yard lot line, which is less than the five-foot setback minimum for this zoning district. There is a large crack in the middle of the existing garage pad, and he believes it needs to be replaced. Mr. Piper noted that his proposal would not cause any harm to anyone, as it would stand in the same footprint as the existing garage. Mr. Piper explained that he is unable to situate the garage elsewhere on the property, largely due to water accumulation in the backyard. He noted that his neighbor was pleased to hear that his new garage would stand in the same footprint, so as not to create additional water issues. He noted that he brought copies of written correspondence from neighbors expressing that they had no opposition to his proposed plan. He also brought photographs of the existing garage door's positioning relative to his concrete driveway.

Chairman Martin requested copies of the correspondence from the neighbors to add to the record when the Zoning Board of Appeals makes its recommendation to the Village Board.

Member Berni confirmed with Mr. Piper that he was planning to install an entirely new concrete pad for his garage, along with a new garage on the same footprint as the existing garage. Mr. Piper confirmed the same, and also explained that the new garage might actually be smaller than the current garage. Mr. Piper explained that the new garage would be the same height; a standard Danley's garage with a gable roof.

Member Lucchesi confirmed that the proposed garage would rest on the existing footprint. Mr. Radatz confirmed the same.

#### Public Comment in regard to the Variation Request

Chairman Martin asked if any members of the public wished to comment on the proposed variation. Since no one came forward to speak, Chairman Martin closed the public portion of the hearing.

#### Discussion and Deliberation of the Variation Request

Chairman Martin stated he supports the variation given that the garage is being replaced on the same footprint with the same size. He observed that if it were not for the crack in the floor of the existing garage, the applicant would not be here, and further noted that the variation does not seek to move the proposed garage any closer to the lot line than the existing garage and the proposed garage will not be any larger than the existing garage.

A MOTION was made by Member Lucchesi and SECONDED by Member Berni to recommend to the Village Board of Trustees that the requested variation be granted.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Chairman Martin stated that the recommendation of the Zoning Board of Appeals to the Village Board will be 6-0 that the variation be granted. He stated that Village staff would let the applicant know when this matter will be on the schedule of the Board of Trustees and that anyone is welcome to appear before the Board.

## **V. VARIATION REQUEST FOR 910 PARK AVENUE – FENCE VARIATION REQUEST**

Chairman Martin stated that the next item on the agenda was a Variation Request for the property at 910 Park Avenue. All those present at the meeting who planned to testify were sworn in. Chairman Martin invited the applicant and/or their representatives to present their application for the Variation Request.

Chairman Martin noted that he has a close and longstanding friendship with the applicant, but that he nonetheless feels he can conduct the meeting impartially and make an appropriate recommendation on the merits of the application. Hearing no objection from the members, the meeting proceeded with Chairman Martin presiding over the public hearing.

Michael Hartmann, Jr., son of the applicants, presented the request for a variation to construct a new chain link fence in the rear yard of his family's home. The family was seeking to replace its existing four-foot tall fence with a new fence that is 8½ feet tall. The Village Code permits fences up to seven feet in height. Mr. Hartmann advised that the fence would be discrete; a black chain-link fence that would run from the end of the house to the rear lot line, and across the back of the lot. The fence would not be visible from the street, and would blend in with the surrounding vegetation. Mr. Hartmann noted that his brother Patrick's only means of egress from the home that doesn't involve stairs is in the rear of the home. His parents frequently have to sweep the area due to the abundance of deer droppings left by the large amount of deer that wander onto the property, and wish to build a fence to keep the deer away from the property.

Member Berni asked about the height and size of the existing and proposed fence. Mr. Hartmann confirmed that the fence would be constructed on the same location as the current fence, but would be 8½ feet tall instead of the current 4-foot-tall fence. Member Berni asked how they arrived at the proposed height of 8½ feet. Mr. Hartmann explained that, according to his family's research, deer could jump up to eight feet. It would be a chain-link fence.

Chairman Martin invited Mr. Hartmann to explain for the record his brother Patrick's circumstances. Mr. Hartmann explained that Patrick uses a wheelchair, and needs to use the rear door to enter and exit the house. The deer congregate near this door and leave large amounts of droppings nearby, creating difficulties for Patrick and his parents.

Member Berni asked whether screening material would be installed on the fence. Mr. Hartmann explained that the fence would be entirely see-through, and no screening would be installed.

Chairman Martin clarified that it would be an open chain link fence and the applicants agree that they will not block it off or shield it in any way.

Chairman Martin asked the applicant whether any deer are larger than his brother. Mr. Hartmann confirmed that the deer could be very large.

Member Dombrowski asked whether any neighbors opposed the application. Mr. Hartmann stated that there was no opposition from their neighbors of which they were aware.

#### Public Comment in regard to the Variation Request

Deborah Hill, 908 Park, whose home is directly west of the house and whose lot will abut the new fence in two locations, noted the deer problem. She indicated that she does not have a specific objection to the application, but asked that the zoning code be applied in the right way.

With no further comment from the public, the public portion of the hearing was closed.

#### Discussion and Deliberation of the Variation Request

Chairman Martin asked Mr. Radatz about fence heights elsewhere in the Village. Mr. Radatz stated that there were no 8½ foot fences in the Village, but some eight-foot fences, all of which were allowed by ordinance, based on their location in and proximity to Commercial zoning districts.

Member Berni did not object to the fence, so long as light passes through. He noted the deer problem, and feels this could be a proper solution.

Member O'Brien noted that the Hartmann's have an especially deep backyard. She noted the deer problem, and agreed with Member Berni that the chain-link fence was desirable relative to screened fences.

Member Lucchesi agreed that the deer are a plague, and wondered if 8½ was tall enough.

Member Schubkegel suggested that the fence might cause the deer to find other yards.

Chairman Martin acknowledged that the deer problem is not unique to the property, but the occupant of the home is in a wheelchair and the only way he can get to his car is to traverse the back yard and the current condition of the yard makes it difficult to access his vehicle. For this reason, he finds the application satisfies the "uniqueness" requirement.

A MOTION was made by Member O'Brien and SECONDED by Member Schubkegel to recommend to the Village Board of Trustees that the requested variation from the Fence code be granted provided they leave the fence open to view.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Chairman Martin stated that the recommendation of the Zoning Board of Appeals to the Village Board will be 6-0 that the variation be granted.

There was no additional new business on the agenda.

## **VI. PUBLIC COMMENT**


None.

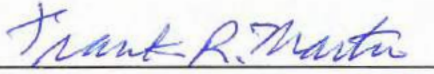
## **VII. ADJOURNMENT**

A MOTION was made by Member Schubkegel and SECONDED by Member Berni to adjourn the meeting at 7:57 p.m.

Ayes: Members Berni, Dombrowski, Lucchesi, O'Brien, Schubkegel, and Martin  
Nays: None.  
Motion passed.

Respectfully Submitted:

  
Clifford Radatz, Secretary

  
Frank Martin, Chairman  
Zoning Board of Appeals

Date: 6/13/2019



## MEMORANDUM

**DATE:** May 3, 2019  
**TO:** Zoning Board of Appeals  
**FROM:** Clifford E. Radatz *CEER*  
Building Official  
**SUBJECT:** Fence Variation Request – 910 Park Avenue

---

H. Michael Hartmann, owner of the property at 910 Park Avenue, has submitted the attached application for a variation to the fence regulations (Section 4-8-4) of the Village Code. The applicant proposes to construct a fence in the side yards and rear yard of the property.

Section 4-8-5 of the Village Code provides the Zoning Board of Appeals jurisdiction to hold public hearings and offer recommendations to the Village Board concerning variations to the fence code.

The applicant seeks a variation to Sections 4-8-4-C-2 and 4-8-3-C of the Village Code. Section 4-8-4-C-2 requires fences in the side yard and rear yard are required to meet the requirements of a “type 3” fence. A “type 3” fence is defined in section 4-8-3-C of the Village Code as a fence conforming to specific construction, openness, and height requirements; being that the fence shall be of any approved type of fence construction, and shall be limited to a maximum of 7 feet in height. The applicant proposes to construct a fence with a height of 8’-6”.

If the Zoning Board wishes to recommend the approval of these variations to the Village Board of Trustees, the following motion should be made: Motion to recommend to the Village Board of Trustees the approval of the variation to Section 4-8-4 of the Zoning Code at 910 Park Avenue.

If you have any questions regarding this application, please do not hesitate to call me.





**LEGAL NOTICE  
ZONING BOARD OF APPEALS  
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, County of Cook, State of Illinois, on Thursday, May 9, 2019 at 7:30 p.m. at the Community Room of the Municipal Complex, 400 Park Avenue, River Forest, Illinois on the following matter:

The Zoning Board of Appeals will consider a zoning variation application submitted by H. Michael Hartmann, owner of the property at 910 Park Avenue. The applicant wishes to construct a fence to enclose the rear yard along the south, west, and north property lines. Section 4-8-5 of the Village Code provides the Zoning Board jurisdiction to hold public hearings and offer recommendations to the Village Board concerning variations to the fence code.

The applicant seeks a variation to Sections 4-8-4-C-2 and 4-8-3-C of the Village Code which limits the height of fences located in the side yard and rear yard to 7 feet. The applicant proposes to construct a fence with a height of 8'-6".

The legal description of the property at 910 Park Avenue is as follows:

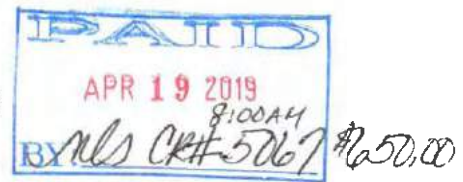
PARCEL 1: LOT 3 (EXCEPT THE SOUTH 16.0 FEET THEREOF), ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25 FEET) IN SKILLIN'S SUBDIVISION OF BLOCK 11 IN SNOW AND DICKINSON'S ADDITION TO RIVER FOREST IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 3 (EXCEPT THE SOUTH 16.0 FEET THEREOF), ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25.0 FEET) IN SKILLIN'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

All interested persons will be given the opportunity to be heard at the public hearing. A copy of the meeting agenda will be available to the public at the Village Hall.

Clifford E. Radatz  
Secretary  
Zoning Board of Appeals



APPLICATION FOR ZONING VARIATION  
Village of River Forest Zoning Board of Appeals



Address of Subject Property: 910 Park Ave, River Forest Date of Application: 4/15/2019

Applicant		Architect / Contractor	
Name: <u>H. MICHAEL HARTMANN</u>		Name: <u>A * M FENCE CORPORATION</u>	
Address: <u>910 PARK AVE</u>		Address: <u>3114 S. 61<sup>ST</sup> AVE</u>	
City/State/Zip: <u>RIVER FOREST, IL 60305</u>		City/State/Zip: <u>CICERO, IL 60804</u>	
Phone: <u>(708) 771-5090</u>	Fax: _____	Phone: <u>(708) 780-0500</u>	Fax: <u>(708) 780-0600</u>
Email: <u>HHARTMANN@HARTFITZ.COM</u>		Email: <u>SALES@AMFENCECORP.COM</u>	

Relationship of Applicant to Property (owner, contract purchaser, legal counsel, etc.): OWNER

Zoning District of Property: ☒ R1 ☐ R2 ☐ R3 ☐ R4 ☐ OC1 ☐ OC2 ☐ OC3 ☐ OPRI ☐ OORIC

Please check the type(s) of variation(s) being requested:

☐ Zoning Code

☒ Building Code (fence variations only)


**Application requirements:** Attached you will find an outline of the other application requirements. Please read the attached carefully, the applicant will be responsible for submitting all of the required information.

Also attached for your information are the Zoning Board of Appeals "Rules of Procedure" for their public hearings.

**Application Deadline:** A complete variation application must be submitted no later than the 15<sup>th</sup> day of the month in order to be heard by the Zoning Board of Appeals in the following month. The Zoning Board of Appeals meets on the second Thursday of each month.

**SIGNATURES:**

The undersigned hereby represent for the purpose of inducing the Village of River Forest to take the action herein requested, that all statements herein and on all related attachments are true and that all work herein mentioned will be done in accordance with the ordinances of the Village of River Forest and the laws of the State of Illinois.

Owner:  Date: 4/18/2019

Applicant (if other than Owner): \_\_\_\_\_ Date: \_\_\_\_\_

**Application Fee:** A non-refundable fee of \$650.00 must accompany every application for variation. Checks should be made out to the Village of River Forest.

# APPLICATION FOR ZONING VARIATION

Address of Subject Property: 910 PARK AVE, RIVER FOREST Date of Application: 4/15/2019

## Summary of Requested Variation(s):

Applicable Code Section (Title, Chapter, Section) Example: 10-8-5, lot coverage	Code Requirement(s) Example: no more than 30% of a lot	Proposed Variation(s) Example: 33.8% of the lot (detailed calculations on a separate sheet are required)
4-8-3 4-8-4 C2	FENCE HEIGHT LIMITED TO 7 FEET	FENCE HEIGHT OF 8 1/2 FEET

THE APPLICANT IS REQUIRED TO SUBMIT DETAILED LONG HAND CALCULATIONS AND MEASUREMENTS FOR ALL APPLICABLE ZONING PROVISIONS. APPLICATIONS WILL NOT BE CONSIDERED COMPLETE WITHOUT THESE CALCULATIONS AND MEASUREMENTS.

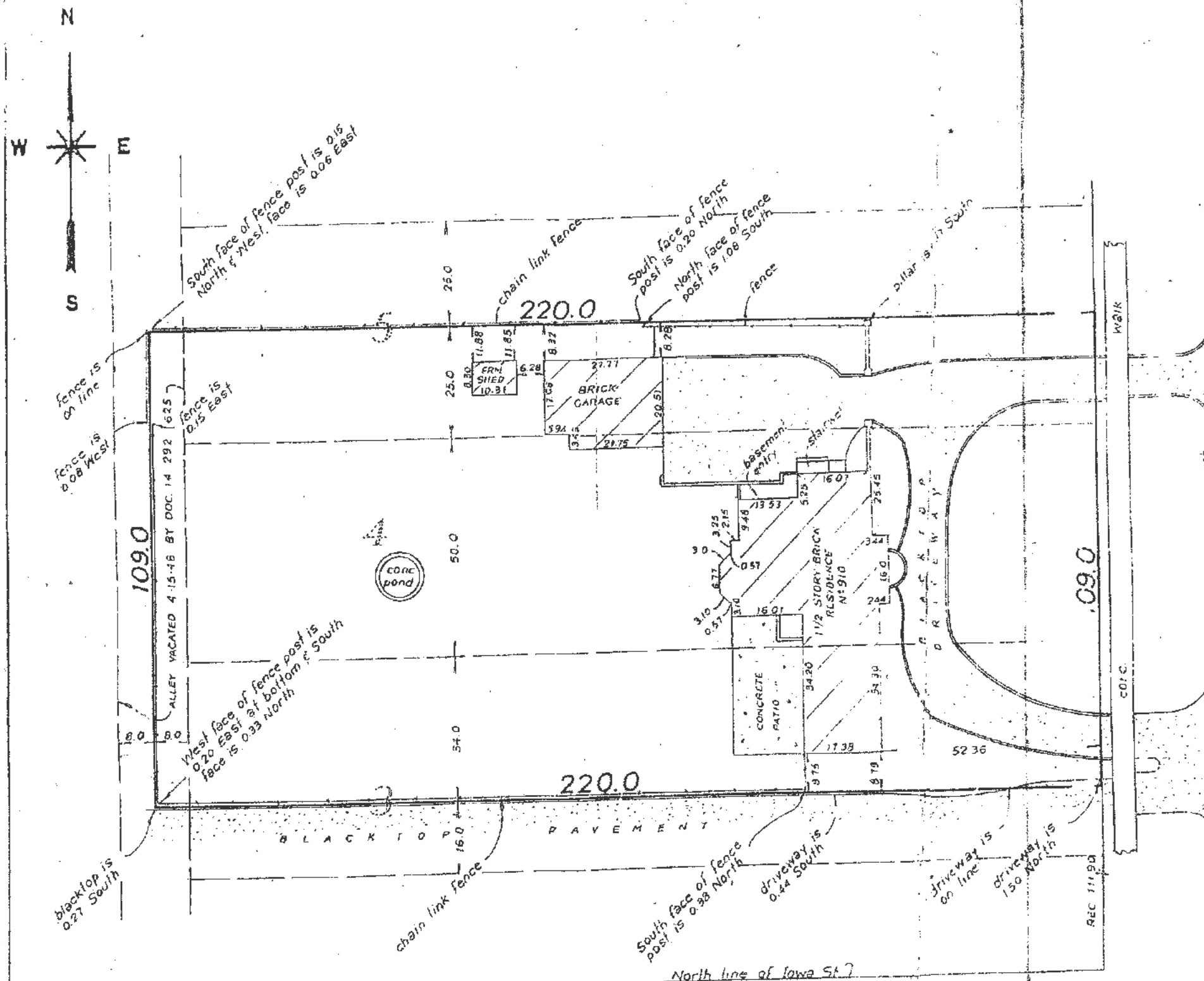
We submit herewith our application for a zoning variation that would permit us to install a chain link fence around our back yard with a height of 8-½ feet.

Such height is required to prevent deer from intruding into the yard and contaminating it with deer feces and otherwise making it difficult for my handicapped son to roll in his wheelchair out of the house and to generally enjoy the yard.

#### Description of the Nature of the Proposed Variation

We wish to replace the present 4 feet high chain link fence around our backyard with an 8-½ feet high chain link fence. Under Chapter 4-8-3 and 4-8-4 C2 of the Zoning Code, the fence height for my backyard is limited to 7 feet. That height is insufficient to prevent a severe deer intrusion problem. The intimidation of groups of up to nine or ten deer - some rather large - and the amount of feces spread everywhere make it difficult for my son in a wheelchair to exit and enter the house (he uses the back door and walkway into the side yard because of the absence of steps). At times the yard is rendered virtually unenjoyable because of the deer dirt spread all over the grass and walkways. In addition, the deer have fed on landscaping and caused damage well in excess of \$10,000.

We enclose a number of pictures demonstrating the problem. Also enclosed is a picture of the entire back yard. Note the size and number of the animals, the aggressive nature of them, the destruction they cause by feeding on plantings in the yard and the feces they leave everywhere. This problem has gone on for at least five years.



# CERTIFIED SURVEY CO. PLAT OF SURVEY

5740 N. ELSTON AVE. CHICAGO, ILLINOIS 60646 PHONE 775-7755

PARCEL 1: LOT 3 (EXCEPT THE SOUTH 16.0 THEREOF) ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25 FEET) IN SKILLIN'S SUBDIVISION OF BLOCK 11 IN SNOW AND DICKINSON'S ADDITION TO RIVER FOREST IN THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 3 (EXCEPT THE SOUTH 16.0 FEET THEREOF) ALL OF LOTS 4 AND 5 (EXCEPT THE NORTH 25.0 FEET) IN SKILLIN'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

AVENUE

PARK

STATE OF ILLINOIS)  
COUNTY OF COOK )SS

I, PAUL F. MISTURAK, A REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE FOR THE USES AND PURPOSES THEREIN SET FORTH. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

*Paul F. Misturak*  
PAUL F. MISTURAK  
REGISTERED ILLINOIS LAND SURVEYOR

2 CHECK 1-1 IN BOX MEANS THIS SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 85847

Scale: 0' 20' 40' feet

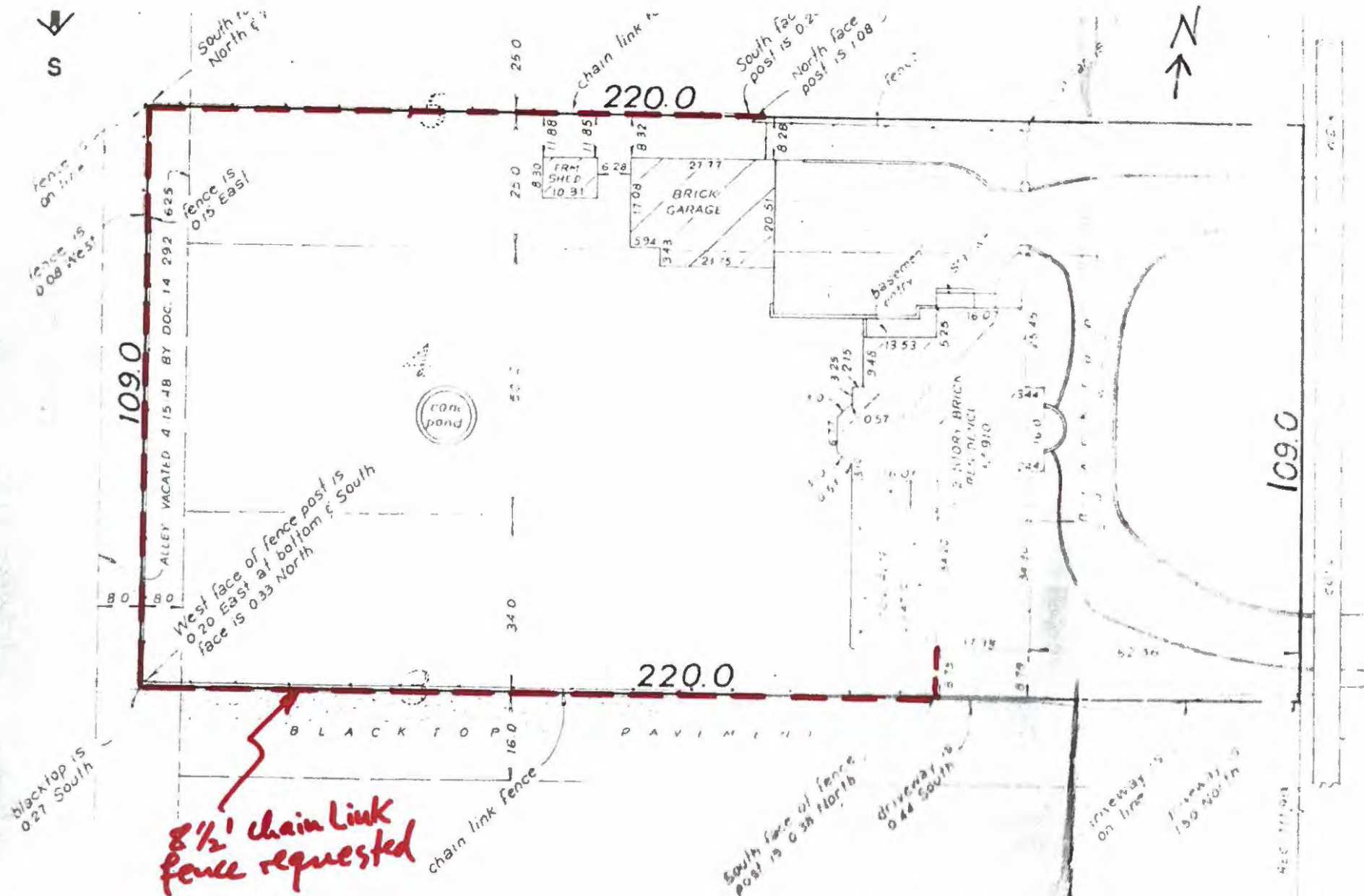
Date May 31 1985

Ordered by EDIC

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Decimals of a foot and their equivalent in inches and fractions thereof

01 = 1/8"	07 = 7/8"	50 = 6'
02 = 1/4"	08 = 1"	58 = 7'
03 = 3/8"	17 = 2"	67 = 8'
04 = 1/2"	25 = 3"	75 = 9'
05 = 5/8"	33 = 4"	83 = 10'
06 = 3/4"	42 = 5"	92 = 11'
		100 = 12'



✓ CHECKED IN BOX MEANS THIS SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

Order No. **85847**

SCALE 0' 20' 40' feet

DATE: **2/31/1985**

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. OTHERWISE REFER TO YOUR DEED OR ABSTRACT

Decimals of a foot and their equivalent in inches and fractions thereof

01 = 1/8"	07 = 7/8"	12 = 6"
02 = 1/4"	08 = 1"	13 = 7/8"
03 = 3/8"	09 = 1 1/8"	14 = 1 1/4"
04 = 1/2"	10 = 1 1/4"	15 = 1 1/2"

**910 Park Ave  
River Forest**

H. Michael Hartmann  
Attorney-at-Law  
910 Park Avenue  
River Forest, IL 60305

(708) 771-5090 (Home)  
(630) 399-9000 (Cell)

mhartmann@hartfitz.com

April 30, 2019

Village of River Forest  
Attn: Clifford Raditz, Zoning Administrator  
400 Park Avenue  
River Forest, IL 60305

Dear Mr. Raditz,

Further to our zoning variance application submitted on April 18, 2019 and your response provided via email on April 22, 2019, we here provide the additionally requested information and comments. The items are addressed in the order in which you listed them in your email.

I. Requested Variation

A separate page attached hereto contains a written description of the Requested Variation.

II. Plat of Survey

We have attached a large, legible copy of the Plat of Survey available to us at this time.

III. Drawings

We attached a copy of the Plat of Survey indicating the location of the proposed fence in the original application. A further copy is enclosed here.

There is nothing special about the type of fence. It is simply a black chain-link fence of a height not exceeding 8 ½ feet. A picture of a fence sample is shown on the page next following:





IV. Response to the “8 Standards for Zoning Variation:”

1. *The physical surroundings, shape or topographical conditions of the specific property*

The property is close to a forest preserve and occasionally used railroad tracks that serve as a ready pathway for deer from the forest preserve into the neighborhood. The back of our property is only perhaps 100-150 feet distant from the railroad tracks. The deer use our property to reach Park Avenue and points beyond.



2. *The aforesaid unique physical condition did not result from an action of any person having an interest in the property*

Obviously, the location of our property along a deer migration path as described above was created by natural forces and/or was the result of governmental action, namely the dividing of property into various parcels almost 100 years ago.

3. *The conditions upon which the petition for variation is based is not be applicable generally to other property within the same zoning classification*

The present problem giving rise to this application stems from the needs of a handicapped person clashing with a deer migration path across the property. We are unaware of any property in the Village that is similarly impacted.

4. *The purpose of the variation is not based predominantly upon a desire for economic gain*

There will be no economic gain from the proposed fence height a foot or so taller than what is permitted under the zoning code. Indeed, we are only incurring a substantial additional expense were we permitted to install the higher fence.

5. *The granting of the variation will not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located*

We do not believe a slightly higher fence than permitted under the zoning code would have any impact on public welfare, other property or the neighborhood. Indeed, it will be virtually impossible to even see the fence from Park Avenue.

6. *The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood*

We are unaware of any negative impact the higher fence would have on light or air to other properties, or how it could increase any hazards or impair property values in the neighborhood. The chain link fence we would install is open to air and light. If anything, a new fence may make this property – and hence the neighborhood – more valuable.

7. *That the granting or the variation would not unduly tax public utilities and facilities in the area*

We are not aware of any impact on public utilities or other facilities in the area that would be occasioned by a higher fence. Access to poles along the west property line that carrying power, telephone and internet cables will remain unaffected.

8. *That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property*

We have attempted several other ways to stop the migration of the deer across our property. We keep our gates to the back yard closed. We have put up plastic mesh deer fencing, only to see it torn apart by the animals. We have installed motion activated lights. And we have spread supposed deer repellant substances across our back yard and deployed ultra-high pitch noise generation devices. Nothing has alleviated the problem. The only option left to us is the higher fence.

#### V. Letters from neighbors

We own the property to the north, 918 Park Avenue, so that a letter would appear to be superfluous.

The property to the south is presently unoccupied, we believe, as the former occupant passed away a year or so ago.

We have been unable to reach our neighbor to the west. As there are frequent basketball games in that neighbor's yard near our fence, it seems that a higher fence would only be welcome.

Village of River Forest

April 30, 2019

Page 5

We trust this additional information is responsive to your request and look forward to favorable action on our application.

Sincerely,

A handwritten signature in blue ink that reads "H. Michael Hartmann". The signature is written in a cursive style with a horizontal line at the end.

HMH/

Encls.: as stated.



910 PARK Ave, R.F.

ISACKYARD (April 2019)

OVERVIEW





910 PARK AVE, R.F.



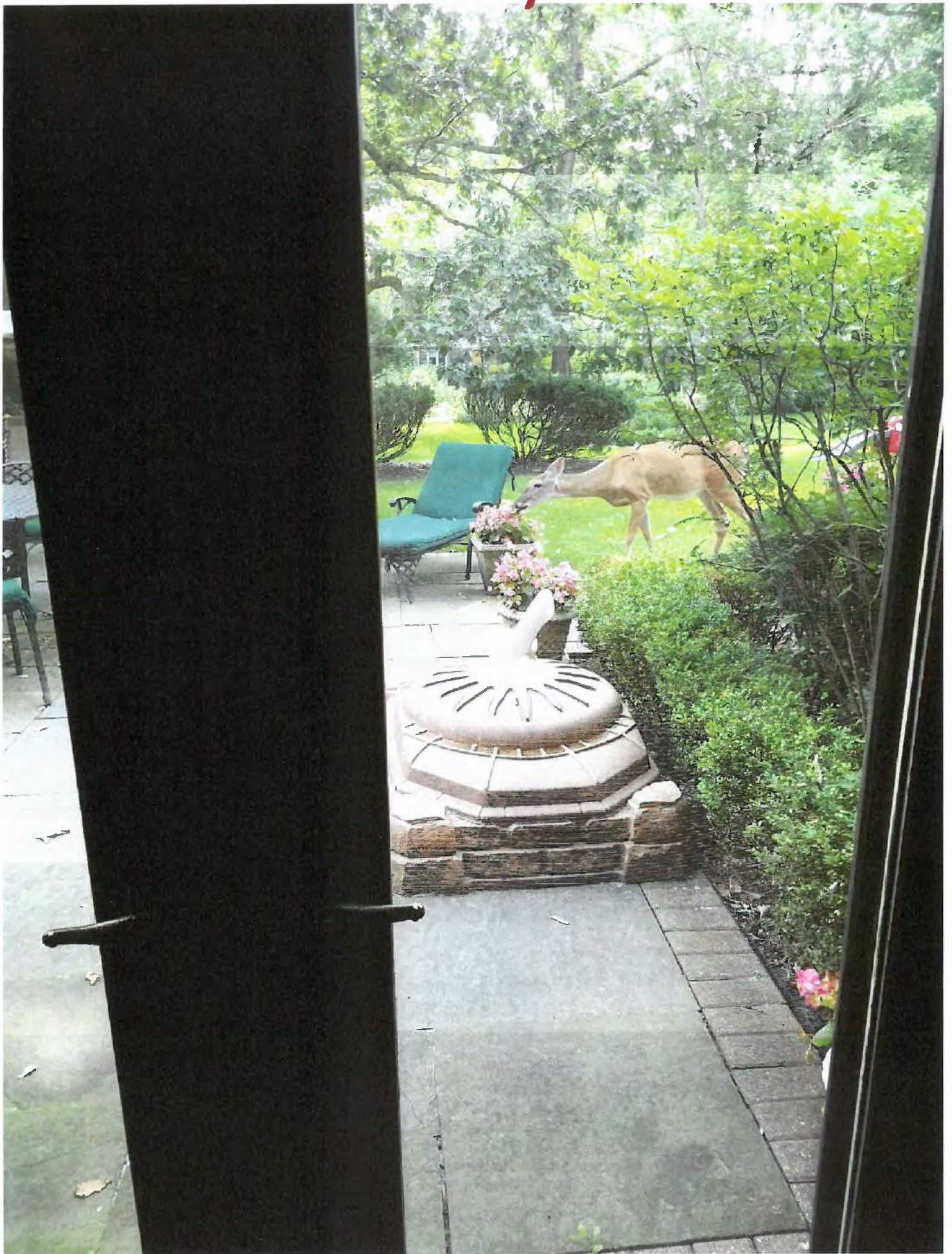


910 PARK AVE, R.F.





910 PARK AVE, R.F.





910 PARK AVE, R.F.





910 PARK AVE, R.F.





## Village of River Forest

### Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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## MEMORANDUM

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Date: June 19, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Lisa Scheiner, Assistant Village Administrator

Subj: Introduction of Planned Development – 344 Lathrop Avenue

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The property owner of 344 Lathrop, Dr. Gina Piccioni, and her representative have approached the Village about the possibility of renovating the building, which currently houses River Forest Dental Studio, to convert a portion of it for use as a residential unit for the property owner. The remaining portion of the building would continue to operate as a dental studio. Attached to this memo is a packet of information in the form of a preliminary planned development application.

Prior to starting that planned development process, which is thorough, costly and time consuming, it is appropriate for the developer to provide preliminary details and/or site plans for initial review and feedback by the Village Board regarding whether this concept would be welcomed at this location. There is no formal action to be taken by the Village Board of Trustees at this time. The Board is only asked to instruct staff whether to continue with the Planned Development process for this proposed application.

If the Board allows the process to continue the property owner at 344 Lathrop Avenue will proceed to the Development Review for a public hearing. Approval or denial of the planned development permit will come at a later date once it has been reviewed by the Development Review Board.

Attached to this memo is a packet of information in the form of a preliminary planned development application. No determination has yet been made if this application is complete and ready to proceed to public hearing.

Attachment:

Planned Development Process Flowchart  
Submission from 344 Lathrop Avenue



Plan Development Application  
for  
Renovation and Conversion of Existing  
Commercial Building at  
344 Lathrop River Forest Illinois



Applicant:

Carmella Properties, LLC  
344 Lathrop Avenue  
River Forest, Illinois 60305

Submitted: February 11, 2019  
Resubmitted: June 19, 2019

## **Narrative**

Dr. Gina Piccione purchased the building at 344 Lathrop so that she can locate her family dental practice in that location in River Forest. A Chicago resident, Dr. Piccione is a hands on practitioner with flexible office hours for her local patients. Therefore, it is often that Dr. Piccione works after hours and before office hours on her practice and finds herself leaving late into the night. Her desire is to deconstruct five offices at the rear of her building so that she may convert that space into a residence for her use. If this petition is granted, Dr. Piccione would have the ability to stay in the new apartment versus traveling home late at night and sometimes traveling during inclement weather.

Therefore, this petition asks for the deconstruction of 5 offices and the construction on a two bedroom apartment.

Section 10-19-6: Application Requirements:

B.1 The names and addresses of the owner of the subject property, the applicant and all persons having an ownership or beneficial interest in the subject property and proposed development (code section 10-19-6 Application Requirements, item B.1)

Whereas the Applicant has provided the following Ownership and Applicant information, therefore the Applicant has complied with Item B.1

**Owner of Record:**

Carmella Properties, LLC

Address: 344 Lathrop Avenue, River Forest, IL 60305

Managing Member: Gina Piccioni

**Applicant:**

Carmella Properties, LLC

344 Lathrop Avenue, River Forest, IL 60305

Contact: John Conrad Schiess Architect, Ltd  
as Consultant for the Applicant  
7706 Central Avenue  
River Forest, IL 60305

708-366-1500

[john@jcsarchitect.com](mailto:john@jcsarchitect.com)

See owner's Authorization letter dated 2.4.19

B.2 A statement from the Owner, if not the Applicant, approving the filing of the application by the particular applicant. (code section 10-19-6 Application Requirements, item B.2)

This section does not apply since the Property Owner is the Applicant.

See letter of authorization for John Conrad Schiess, Architect, Ltd in the appendix

B.3 A survey, legal description and street address of the subject property.  
(code section 10-19-6 Application Requirements, item B.3)

Whereas the Applicant has provided the following survey, legal description and street address for the subject property, therefore the Applicant has complied with Item B.3

Address: 344 Lathrop Avenue, River Forest, IL 60305

Legal Description: **LOT 2 in Block 2 in Field's Subdivision of the East quarter of the Southwest quarter of Section 12, Township 39 North, Range 12 of the Third Principal Meridian, in Cook County, Illinois.**

Plat of Survey: See Plat of Survey dated October 2, 2017 as performed by Kabal Surveying, 2411 Hawthorne Ave, Westchester, IL 60154 in the appendix of this Application.

B.4 A statement indicating compliance for the proposed development to the Comprehensive Plan; and evidence of the proposed project's compliance in specific detail with each of the standards and objectives of this Section. (code section 10-19-6 Application Requirements, item B.4)

#### Section 10-19-3: Standards for Review

A. The Proposed use or combination of uses is consistent with the goals and policies of the Comprehensive Plan

Response: Whereas this application proposes a combination of uses: Residential and Commercial in one building and whereas a similar combination of uses currently exists at several locations within the same zone district, specifically 400 Ashland and other nearby locations, and whereas the Comprehensive Plan allows for this process so as to consider that combination of uses such as the one proposed within this zone district, therefore the proposed combination of uses is consistent with the Comprehensive Plan.

B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety or comfort, morals, or general welfare of the residents of the Village

Response: Whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place with no revisions, additions or modifications to the exterior of the building, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope and, the interior addition modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, now therefore the proposed plan will not be detrimental to or endanger the public health, safety or comfort, morals, or general welfare of the residents of the Village.



C. The proposed use will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this Zoning Title.

Response: Whereas the proposed plan proposes a residential use within a building that currently has a commercial use only, and whereas the existing building elements, will remain in place, and whereas no building elements are planned to be added onto or adhered to the existing building envelope and, the addition and any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and the Applicant shall provide testimony from a Real Estate professional that the design and inclusion of the residential use will not have a negative impact on the neighborhood, therefore testimony and evidence will support the finding that the proposed plan will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this Zoning Title.

D. The establishment of the proposed use will not impede the normal and orderly development and improvement of surrounding properties for use or combination of uses otherwise permitted in the zoning district,

Response: Whereas the existing building is situated mid block with two adjacent properties to the North and South of similar size and scale and in the same zone district as demonstrated on the Plat of Survey, site photographs and the Zoning Map SK 1.0 as included in the Application, and whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope therefore the proposed plan will not impede the normal and orderly development and improvement of surrounding properties for use or combination of uses otherwise permitted in the zoning district.

E. The proposed use will not diminish property values in the vicinity

Response: Where as the condition of the existing building and improvements have and approximate current property value is in the range of \$650,000 and whereas the Applicant has plans to invest approximately \$100,000 on further improvements to the building with the proposed Renovation as outlined in the attached drawings SK 2.1 AND SK 2.2, therefore proposed use will not diminish property values in the vicinity. Additionally, a local Realtor with expertise in Commercial and Residential property values in the Village of River Forest will provide evidence and testimony to support the Applicant's position that the proposed development will not diminish property values in the vicinity.

F. Adequate utilities, road access, drainage, police and fire services already exist or will be taken to provide ingress and egress to the proposed to serve the proposed use or combination of uses,

Response: Whereas the configuration of the building envelope, building entrances as demonstrated in drawing SK 1.2 dated 1.30.19 and whereas the use of the building is consistent with properties in the vicinity see photograph file as part of the Application, and whereas to the best knowledge of the applicant, there exists no current traffic congestion in public streets or problems with any other public service to this property, therefore adequate utilities, road access, drainage, police and fire services already exist or will be taken to provide ingress and egress to the proposed to serve the proposed use or combination of uses.

G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a way that minimizes traffic congestion in the public streets,

Response: Whereas the configuration of the building envelope, building entrances as demonstrated in drawing SK 1.2 dated 1.30.19 and whereas the use of the building is consistent with properties in the vicinity see zoning map SK 1.0, and whereas to the best knowledge of the applicant, there exists no current traffic congestion in public streets or problems with any other public service to this property, therefore adequate utilities, road access, drainage, police and fire services already exist or will be taken to provide ingress and egress to the proposed to serve the proposed use or combination of uses.

H. The proposed use will be consistent with the character of the Village,

Response: Whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope and, the addition and any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and whereas the proposed addition as shown on drawings SK 1.0, SK 1.2 SK 2.1 and SK 2.2 and since the current property is currently consistent with the character of the Village, therefore the proposed use will be consistent with the character of the Village.

I. The proposed use will not materially affect a known historical or cultural resource,

Response: Whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope and, the addition and any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and whereas the proposed design as shown on drawings SK 1.0, SK 1.2 SK 2.1 and SK 2.2, and whereas the existing property does not currently materially affect a known historical or cultural resource, therefore the proposed use will not materially affect a known historical or cultural resource.

J. The design of the proposed use considers its relationship to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use on adjacent property,

Response: Whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope and, the interior renovations and any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and whereas the design as shown on drawings SK 1.0, SK 1.2 SK 2.1 and SK 2.2, the current property considers its relationship to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use on adjacent property through the use of set backs of the addition and landscaping buffers as shown on the attached Site Plan SK 1.2 therefore the design of the proposed use considers its relationship to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use on adjacent property.

K. The design of the proposed use promotes a safe and comfortable pedestrian environment,

Response: Whereas the proposed plan proposes a commercial use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no building elements are planned to be added onto or adhered to the existing building envelope and, the design and any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and whereas the proposed design as shown on drawings SK 1.1, SK 1.2 SK 3.1 and SK 3.2 does not alter the existing pedestrian environment, therefore the design of the proposed use promotes a safe and comfortable pedestrian environment since it remains unchanged.

L. The Applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development has included adequate consideration consistent with standards for buffers, fencing, landscaping, lighting, building materials, public open space, and other improvements associated with the proposed use,

Response: The Applicant as owner of the property will use private funds to perform the work as outlined in this Application and will hire a licensed General Contractor with the necessary technical knowledge to successfully perform the work outlined herein.

And, whereas the proposed plan proposes a residential use within a building that currently has commercial use only, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope and, the design any modifications proposed in this Application shall be compliant with all Village of River Forest Codes and Ordinances, and whereas the proposed addition as shown on drawings SK 1.1, SK 1.2 SK 2.1 and SK 2.2, and whereas current buffers, fencing, landscaping, lighting, building materials, open space and other improvements already exist and are to remain and, therefore the proposed use has included adequate consideration consistent with standards for buffers, fencing, landscaping, lighting, building materials, public open space, and other improvements associated with the proposed use, and whereas the existing landscaping to the east of the east end of the current parking lot will be relocated in a manner that is consistent with the guidelines of the Comprehensive Plan.

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden on the services, tax base or other economic factors that affect the financial operations of the Village, except to the extent that such a burden is balanced by the benefit derived by the Village from the proposed use,

Response: Whereas the current use for all spaces within the existing building are commercial, and whereas the proposed plans show an conversion of part of the rear spaces into a two bedroom apartment, and whereas the commercial use of the exiting building have established traffic, noise, hours of operation, etc. that have been shown to be compatible with the surrounding area and whereas the proposed combination of uses currently exists in the nearby vicinity (specifically at 400 Ashland, and whereas it is advantageous to convert an under used commercial space to a residential use which has inherent low impact to Village services now therefore the proposed use or combination of uses proposed can be viewed as economically viable and does not pose a current or potential burden on the services, tax base or other economic factors that affect the financial operations of the Village, except to the extent that such a burden is balanced by the benefit derived by the Village from the proposed use.

N. The proposed use or combination of uses will meet the objectives and other requirements set forth in section ( Ord. 2640, 5-23 1995 )

Response: Whereas this application proposes a combination of uses: Residential and Commercial in one building and whereas a similar combination of uses currently exists at several locations within the same zone district, specifically 400 Ashland and other nearby locations, and whereas the Comprehensive Plan allows for this process so as to consider that combination of uses such as the one proposed within this zone district, therefore the proposed combination of uses is consistent with the Comprehensive Plan.

O. No Planned Development containing multi-family housing shall be approved unless the following standards are met:

Response: Whereas the Applicant has demonstrated that this proposed development does NOT contain multi-family housing, as shown on drawings SK 1.0, SK 1.2 SK 2.1 and SK 2.2, therefore this Standard does not apply to this application.

B.5 Scaled site plan showing the existing contiguous land uses, natural topographic features, zoning districts, public thoroughfares, transportation and utilities. (code section 10-19-6 Application Requirements, item B.5)

See Plans SK 1.0 Zoning Map as prepared by John Conrad Schiess Architect, Ltd dated 1.30.19

B.6 A scaled site plan of the proposed development showing lot area, the required yards and setbacks, contour lines, common space and the location, bulk, and lot area coverage and heights of buildings and structures, number of parking spaces and loading areas. (code section 10-19-6 Application Requirements, item B.6)

See Plans SK 1.2 as prepared by John Conrad Schiess Architect, Ltd as prepared by John Conrad Schiess Architect, Ltd dated 1.30.19

B.7 Schematic drawings illustrating the design and character of the building elevations, types of construction and floor plans of all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area of all uses or combination of uses, and the floor area of the entire development. (code section 10-19-6 Application Requirements, item B.7)

See Plans SK 2.1, SK2.2 as prepared by John Conrad Schiess Architect, Ltd as prepared by John Conrad Schiess Architect, Ltd dated 1.30.19

Additionally, see site photographs for the condition, materials and scale of the existing building façade along with neighboring buildings.



B.8 A landscaping plan showing the location, size, character and composition of vegetation and other material. (code section 10-19-6 Application Requirements, item B.8)

**Waiver:** The Applicant hereby requests a waiver from this requirement since the proposed plans do not call for any modifications to the exterior elements of the existing building and hard and soft landscaping.

B.9 The substance of covenants, easement and other restrictions existing and any to be imposed on the use of land, including common open space, and buildings or structures. (code section 10-19-6 Application Requirements, item B.9)

Whereas the current title commitment shows no covenants, easement or restrictions currently existing on the subject property, and whereas the use of the entire building will be either owner occupied or leased directly by the owner, and whereas the ownership of the building will be held by a single entity, therefore there will be no need for covenants, easements or other restrictions on the subject property and the applicant has complied with item B.9.

B.10 A schedule of development showing the approximate date for beginning and completion of each stage of construction and development. (code section 10-19-6 Application Requirement, item B.10)

Whereas the Applicant has included the development schedule, (See schedule below) therefore Applicant has complied with item B.10

Proposed Schedule for development

Permit Acquisition	4 weeks (after PD approval)
Interior demolition	3 weeks
Construction	14 weeks
Project Close Out	3 weeks
Total Project	24 weeks total

B.11 A statement acknowledging the responsibility of the applicant to record a certified copy of the zoning ordinance, granting the planned development permit with the Cook County Recorder of Deed's Office and to provide evidence of said recording to the Village within thirty days of passage in the event the proposed planned development is approved by the Village Board. (code section 10-19-6 Application Requirements, item B.11)

Whereas Applicant acknowledges the responsibility via the attached letter ( see appendix ) to record a certified copy of the zoning ordinance, granting the planned development permit with the Cook County Recorder of Deed's Office and to provide evidence of said recording to the Village within thirty days of passage, therefore Applicant has complied with item B.11.

B.12 A professional traffic study acceptable to the Village showing the proposed traffic circulation pattern within and in the vicinity of the area of the development, including the location and description of public improvements to be installed, including any streets and access easements. (code section 10-19-6 Application Requirements, item B.12)

**Waiver:** Given the scale of modifications as proposed in this Application, the Applicant hereby requests from the DRB a waiver for the requirement for a professional traffic study, therefore Applicant has complied with item B.12.

B.13 Professional Economic Analysis acceptable to the Village, including the following: a) the financial capacity of the applicant to complete the proposed development; b) evidence of the project's economic viability; and c) an analysis summarizing the economic impact the proposed development will have upon the Village. (code section 10-19-6 Application Requirements, item B.13).

**Waiver:** Given the scale of modifications as proposed in this Application, the Applicant hereby requests from the DRB a waiver for the requirement for a Professional Economic Analysis.

B.14 Copies of all Environmental Impact Studies as required by law. (code section 10-19-6 Application Requirements, item B.14):

The Applicant shall submit a Phase One Environmental Report acceptable to the Village prior to the scheduled Public Hearing.

B.15 Statement of the Demand on Village Services (code section 10-19-6 Application requirements, item B.15)

Whereas the proposed plan of this application proposes only a net increase of seven plumbing fixtures from the existing plumbing fixtures, and whereas this level of change is commonly considered as a nominal change that will have a minimal impact on Village services such as, but not limited to water and sewer services, traffic control, police and fire services, schools, parks, public library systems and other municipal services, therefore we believe that the proposed combination of uses will not have a significant demand on Village services.



B.16 Statement of the Off-site utility improvements (code section 10-19-6 Application requirements, item B.16)

Whereas the proposed plan does not consider the alteration of the building envelope beyond its current size and configuration, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope, therefore See Plans SK 1.2, SK 2.1 and as prepared by John Conrad Schiess Architect, Ltd as prepared by John Conrad Schiess Architect, Ltd dated 1.30.19 the Applicant does not anticipate any Off-Site improvements.

Now therefore, the Applicant has complied with item B16.

B.17 Statement of the Site Drainage Plan (code section 10-19-6 Application requirements, item B.17)

**Waiver:** Whereas the proposed plan does not consider the alteration of the building envelope beyond its current size and configuration, and whereas the existing building elements, will remain in place, and whereas no other building elements are planned to be added onto or adhered to the existing building envelope, therefore See Plans SK 1.2, SK 2.1 and as prepared by John Conrad Schiess Architect, Ltd as prepared by John Conrad Schiess Architect, Ltd dated 1.30.19 the Applicant does not anticipate any modifications to the existing drainage patterns.

Item A.1.d Neighbor's Meeting (code section 10-19-5 Procedures, item A.1.d)

The required meeting between the Applicant and the Neighbors \_\_\_\_\_ at the

Community Room at Village Hall, River Forest, Illinois from 7PM to 8PM.

The mailing list and written notice of this meeting was submitted to \_\_\_\_\_, the

Zoning Officer for the Village of River Forest on \_\_\_\_\_

John Conrad Schiess, Architect represented the Applicant in a presentation of the proposed floor plans and site plan as are being submitted as part of this application.

The neighbor's meeting shall be scheduled and conducted prior to the DRB public hearing scheduled for \_\_\_\_\_ 2019

## Appendix:

Plat of Survey dated 10.2.17 by Kabal Surveying Company

SK1.0 dated 1.30.19      Zoning Map with Adjacent Properties

SK1.1 dated 1.30.19      Site Plan

SK1.2 dated 1.30.19      Site Plan showing Interior Work

SK2.1 dated 1.30.19      Floor Plan - existing

SK2.2 dated 1.30.19      Floor Plan – proposed

Letter of Authorization

Letter acknowledging Recordation

344 Lathrop Avenue River Forest, Illinois  
Photo File



344 Lathrop Ave (front)

Photo #1



344 Lathrop Ave (rear)

Photo #2



340 Lathrop Ave (front)

Photo #3





340 Lathrop Ave (rear)

Photo #4



348 Lathrop Ave (front)

Photo #5





348 Lathrop Ave (rear)

Photo #6



344 Lathrop Plan Development



338 Lathrop Ave (front)

Photo #7



334 Lathrop Ave (front)

Photo #8



342 Lathrop Ave (front)

Photo #9



320,324,328 Lathrop Ave (front)

Photo #10





Alley view looking south

Photo #11



Alley view looking south

Photo #12



Alley view looking north

Photo #13


February 4, 2019

River Forest  
Building and Zoning Department  
400 Park Avenue  
River Forest, IL 60305

To Whom It May Concern:

I, Gina Piccioni, owner / owner's representative of the property located at 344 Lathrop Avenue have contracted John Schiess, Architect Ltd. to act as agent authorized to submit, obtain permits, and conduct additional business activities related to the Department of Buildings and Zoning permit and Planned Development process of the property at 344 Lathrop, River Forest, IL.

Please contact me with any questions or concerns at 708-366-6760.

Signature    
Gina Piccioni

February 8, 2019

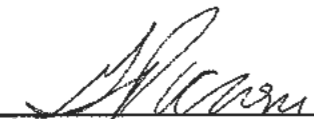
River Forest  
Building and Zoning Department  
400 Park Avenue  
River Forest, IL 60305

To Whom It May Concern:

I, Gina Piccioni, Owner / Owner's representative of the property located at 344 Lathrop Avenue hereby acknowledge to record the certified copy of the Zoning Ordinance granting the planned development permit with Cook county Records of Deed's Office and to provide evidence of said recording to the Village of River Forest within 30 days of passage in the event the proposed planned development is approved by the Village Board.

Please feel free to contact me at 708-366-6760.

Signature








 4/8/19  
Gina Piccioni

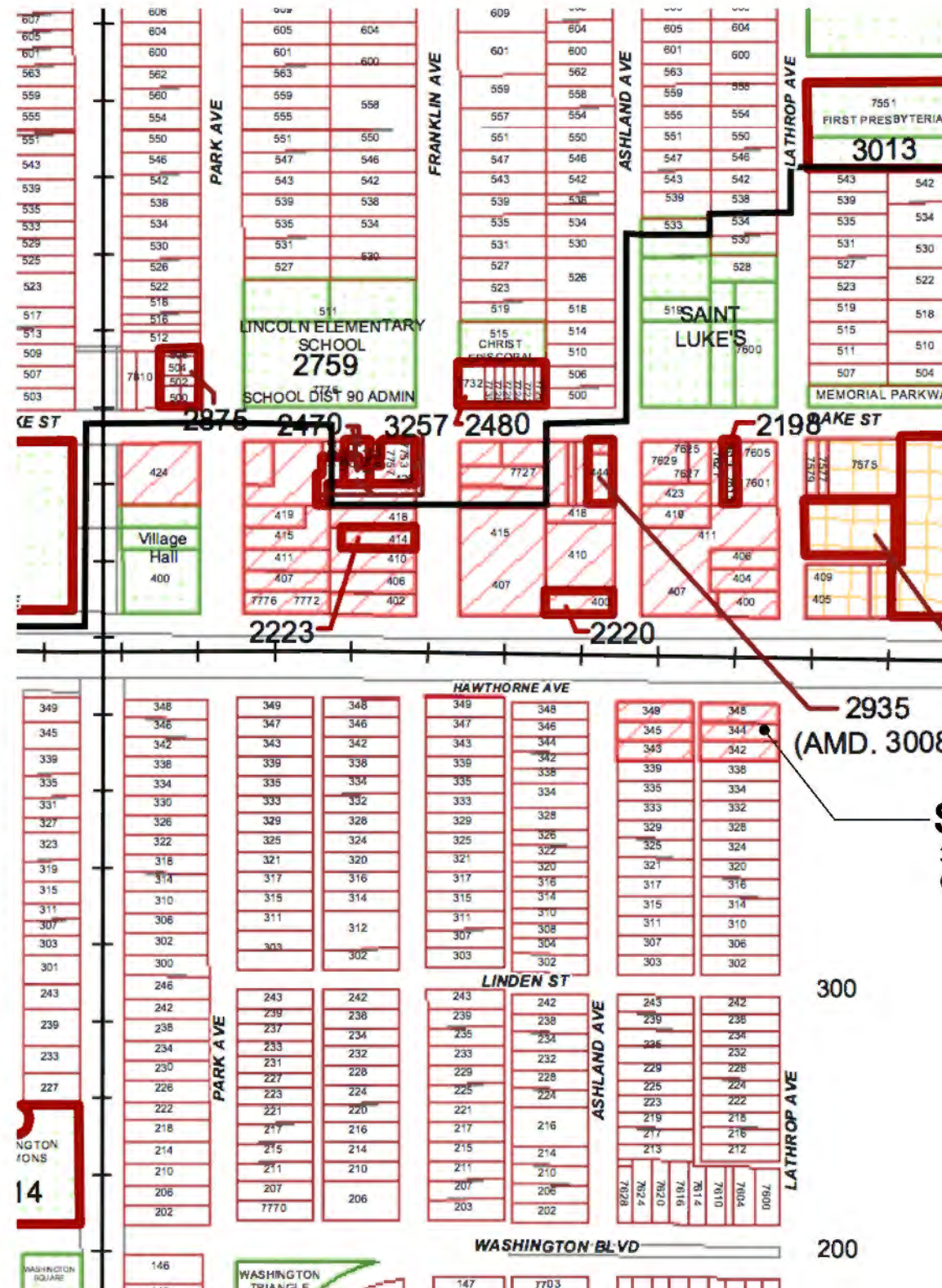






# Village of River Forest Zoning Map

-  R1: Wide Lot Single-Family Residential
-  R2: Single-Family Residential
-  R3: Single-Family Residential
-  R4: Multi-Family Residential
-  Historic District
-  C1: Commercial
-  C2: Commercial
-  C3: Central Commercial
-  ORIC: Office/Research/Industrial/Commercial
-  PRI: Public/Recreational/Institutional
-  Perimeter of Planned Development



## SITE

344 LATHROP AVENUE  
CURRENT ZONING: C3

**john conrad schiess architect**

400 Ashland Avenue River Forest Illinois 60305  
tel. 708.366.1500 john@jcsarchitect.com

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### APPLICANT:

john conrad schiess architect, LTD  
7706 Central Ave.  
River Forest, Illinois 60305  
john@jcsarchitect.com  
phone: 708.366.1500

### OWNER:

Carmelia Properties, LLC.  
Gina Piccioni  
344 Lathrop Ave  
River Forest, Illinois 60305  
email: ginpic00@gmail.com  
phone: 708-388-3806

ISSUED FOR  
REVIEW: 1.30.19  
Date

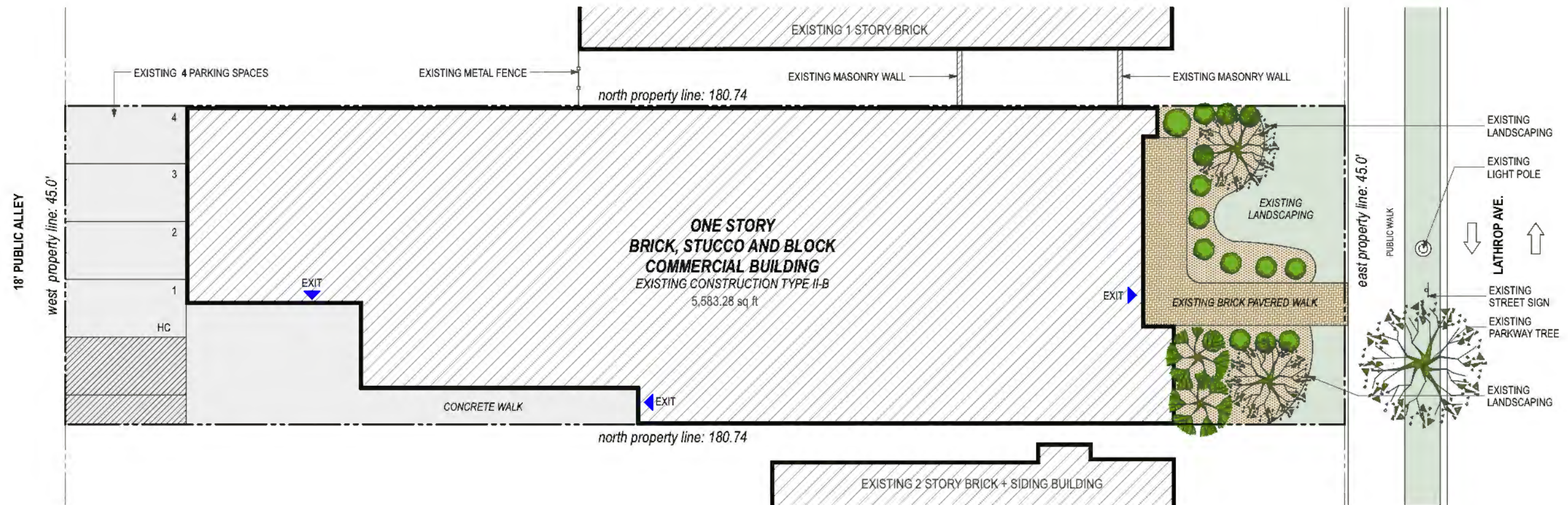
**INTERIOR RENOVATION  
&  
BUILDING  
CONVERSION**  
344 LATHROP AVE  
RIVER FOREST, ILLINOIS

Sheet Title  
ZONING MAP

**SK1.0**

Sheet No.





# **SITE PLAN - EXISTING**

scale: 1/16" = 1'-0"

LOT AREA: 8,133.30 sq ft  
BUILDING LOT COVERAGE: 5,583.28 sq ft (68%)



EXISTING REAR ELEVATION



EXISTING FRONT ELEVATION

**john conrad schiess architect**

400 Ashland Avenue River Forest Illinois 60305  
tel. 708.366.1500 john@jcsarchitect.com

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**APPLICANT:**  
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john@jcsarchitect.com  
phone: 708.366.1500

**OWNER:**  
Carmelia Properties, LLC.  
Gina Piccioni  
344 Lathrop Ave  
River Forest, Illinois 60305  
email: ginpic00@gmail.com  
phone: 708-388-3806

ISSUED FOR  
REVIEW: 1.30.19  
Date

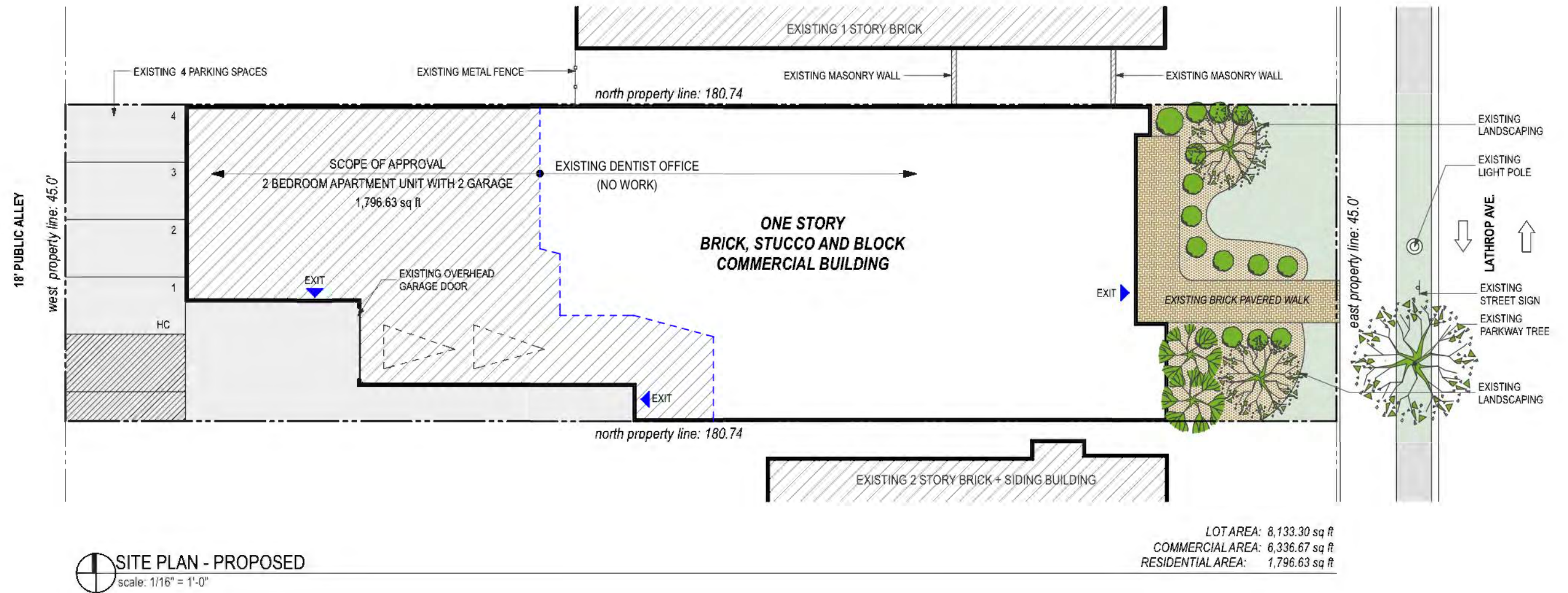
**INTERIOR RENOVATION  
&  
BUILDING  
CONVERSION**  
344 LATHROP AVE  
RIVER FOREST, ILLINOIS

Sheet Title  
SITE PLAN

**SK1.1**

Sheet No.





**john conrad schiess architect**

400 Ashland Avenue River Forest Illinois 60305  
tel. 708.366.1500 john@jcsarchitect.com

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River Forest, Illinois 60305  
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phone: 708.366.1500

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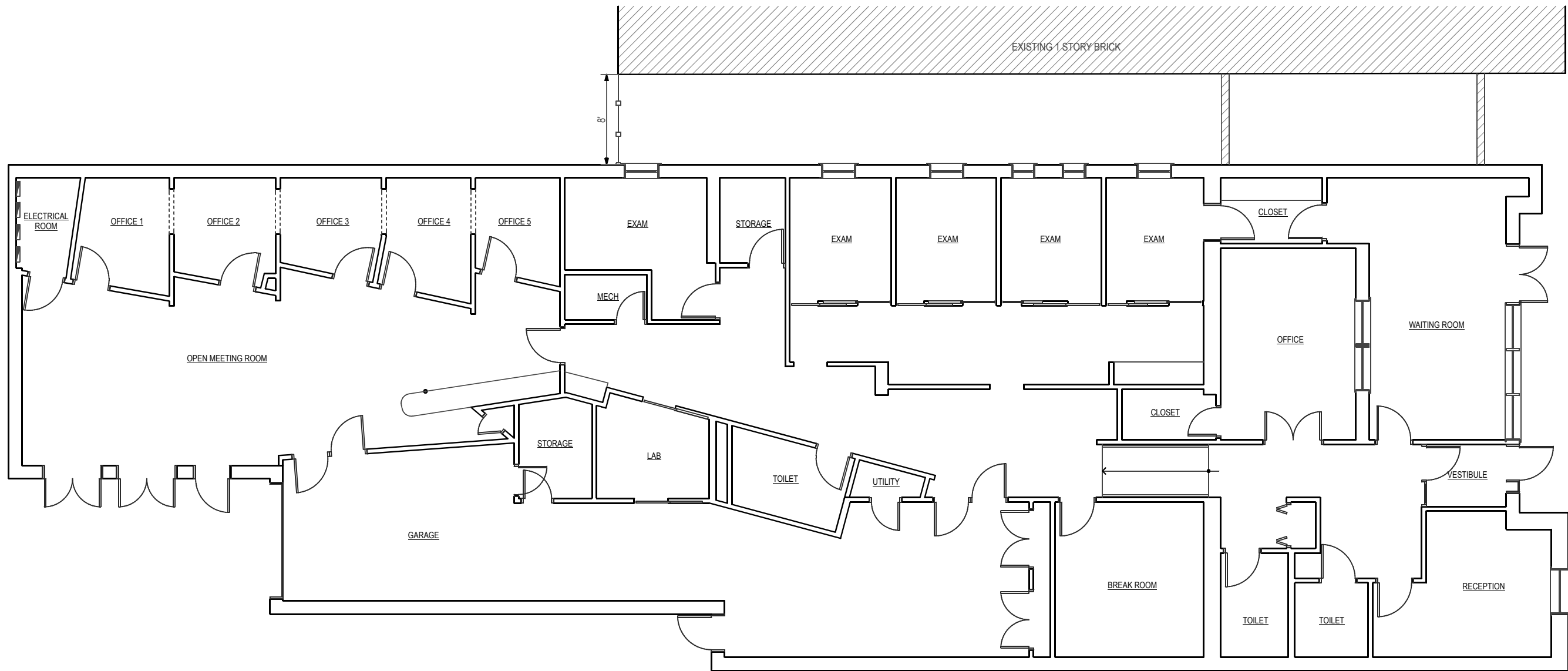
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REVIEW: 1.30.19  
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&  
BUILDING  
CONVERSION**  
344 LATHROP AVE  
RIVER FOREST, ILLINOIS

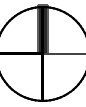
Sheet Title  
SITE PLAN

**SK1.2**

Sheet No.



CURRENT USE: DENTAL OFFICE  
NUMBER OF EMPLOYEE: 7  
HOURS: 7:30-4:30 monday  
9:30-2:00 tuesday  
9:30-4:30 wednesday  
10:00-6:00 thursday  
9:30-2:00 friday  
9:30-2:30 saturday  
CLOSED sunday



## EXISTING FLOOR PLAN

Scale: 1" = 10'-0"

john conrad schiess architect

400 Ashland Avenue River Forest Illinois 60305  
tel. 708.366.1500 john@jcsarchitect.com

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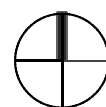
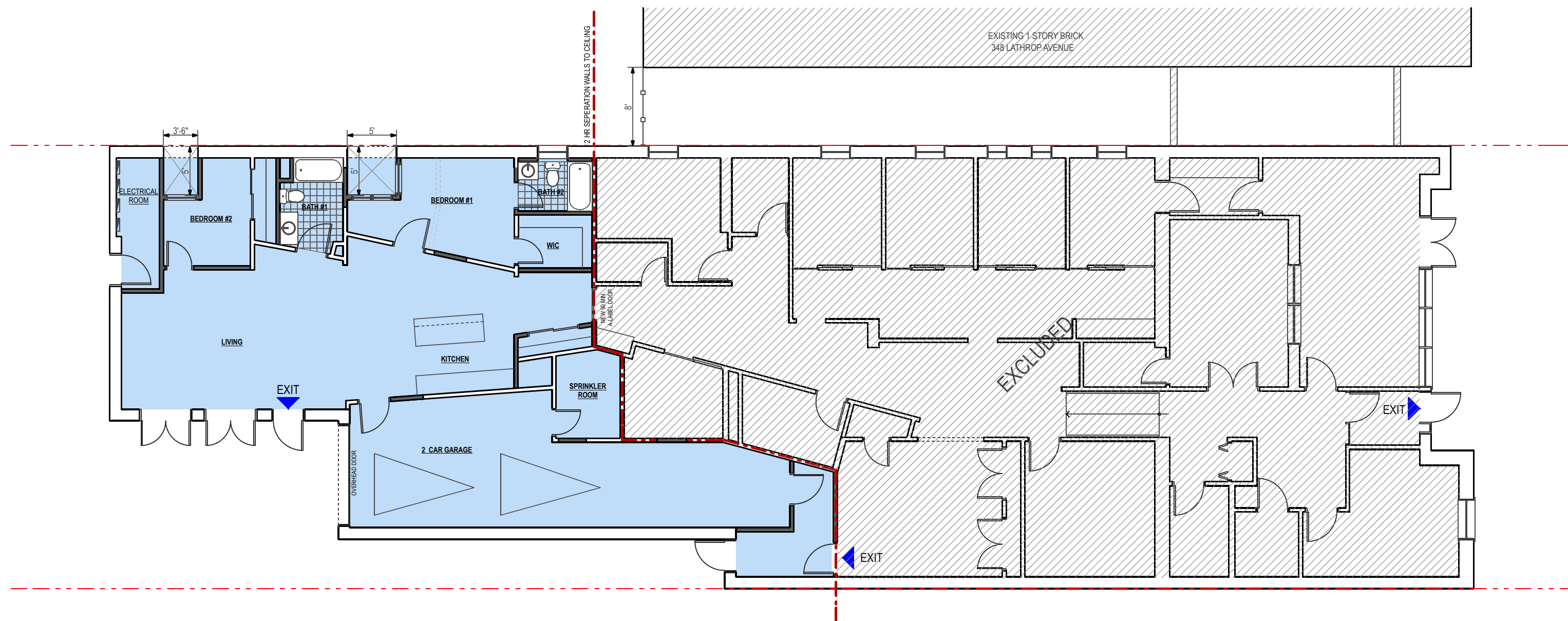
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OWNER:  
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phone: 708-388-3806

ISSUED FOR REVIEW:	1.30.19
	Date

INTERIOR RENOVATION  
&  
BUILDING  
CONVERSION  
344 LATHROP AVE  
RIVER FOREST, ILLINOIS

Sheet Title  
FLOOR PLAN  
**SK2.1**  
Sheet No.



## PROPOSED FLOOR PLAN

Scale: 1" = 10'-0"

**john conrad schiess architect**

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tel. 708.366.1500 john@jcsarchitect.com

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**OWNER:**  
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email: ginpic00@gmail.com  
phone: 708-388-3806

ISSUED FOR REVIEW:	1.30.19
Date	

**INTERIOR RENOVATION  
&  
BUILDING  
CONVERSION**  
344 LATHROP AVE  
RIVER FOREST, ILLINOIS

Sheet Title  
FLOOR PLAN

**SK2.2**

Sheet No.



## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

### MEMORANDUM

Date: June 20, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Purchase and Sales Contract – 11 Ashland

**Issue:** The Village has negotiated a purchase of 11 Ashland Avenue, River Forest. This property is in the Madison Street TIF District.

**Analysis:** The contract for 11 Ashland Avenue has the Village purchasing the property for \$546,000, plus the survey, in Section 3. The cost is split between two parts, \$440,000 for the purchase price, plus \$106,000 for relocation costs. The \$440,000 purchase price is 100% of the appraised value of the property as determined by an appraiser selected by the Village. The \$106,000 relocation costs are part of the seller's costs to buy another residence in the Village, in Section 11.B.i. and Exhibit B. Additionally, the Village will lease back the property to the seller from the closing through August 31, 2019. The Village Board will hold a special meeting in early July to approve the lease.

For properties within a TIF District, the Village has the option to pay some relocation costs to property sellers on a case-by-case basis, when the Village determines it is appropriate, and in an amount the Village determines is appropriate. Relocation costs that may be paid, if the Village agrees to pay any, include the costs of packing, moving, rent cost differentials, utility disconnections, lease payments and purchase price payments. The Village has paid relocation costs from the Madison Street TIF District fund previously, to relocate the Skincare Company and In and Out Fitness into the TIF District in the last year.

For 11 Ashland Avenue, after many rounds of negotiations, Village staff has negotiated for the payment of a limited portion of the seller's costs to buy another residence in the Village. The seller is unwilling to sell to the Village without the partial relocation costs being paid. If the partial relocation costs were not paid, the seller would not be willing to sell to the Village, and the Village could not acquire the property for future potential development within the Madison Street TIF District. The partial relocation costs paid will be used to pay part of the purchase price of the seller's new residence, which is an eligible relocation costs that the Village may agree to pay. Depending on the timing of the closings on the seller's new residence and the Village's acquisition of 11 Ashland

Avenue, the partial relocation costs will either be paid into a closing escrow for the closing on the seller's new residence or disbursed to seller at closing on 11 Ashland Avenue to reimburse the seller if the new residence was already acquired, in Section 11.B.ii. The contract includes the typical due diligence for payment of TIF District funds that the Village requires in redevelopment agreements, in Exhibit B, including an affidavit executed by the seller and copies of necessary documents such as closing statements, paid invoices, checks and so on, in Exhibit 1 to Exhibit B.

As discussed previously, this is a key property within the Madison Street TIF District for future redevelopment which is further supported by the new Comprehensive Plan. The EDC also reviewed this purchase and it was their consensus to recommend moving forward with acquisition for \$546,000.

**Recommendation:** Consider a MOTION to approve an Ordinance approving the purchase and sales contract for 11 Ashland, River Forest, Illinois.

Attachment

Ordinance w/Sales Contract for 11 Ashland

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A REAL ESTATE  
PURCHASE AND SALES CONTRACT  
(11 ASHLAND AVENUE, RIVER FOREST, ILLINOIS)**

**WHEREAS**, the Village of River Forest (“Village”) is an Illinois non-home rule municipal corporation organized under the Illinois Constitution and the laws of the State of Illinois; and

**WHEREAS**, the State of Illinois has adopted tax increment financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (“TIF Act”); and

**WHEREAS**, pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 3630, 3631 and 3632, adopted on November 28, 2016, the President and Board of Trustees of the Village (“Corporate Authorities”) formed the River Forest Madison Street TIF District (“TIF District”), for a twenty-three (23) year period (Ordinance Nos. 3630, 3631 and 3632 are incorporated herein by reference and referred to as the “TIF Ordinances”); and

**WHEREAS**, pursuant to and in accordance with the TIF Act and the TIF Ordinances, the Corporate Authorities of the Village are empowered under Section 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to acquire title to and possession of real property which is within the TIF District as the Village determines is reasonably necessary to achieve the objectives of the Redevelopment Plan and Project for the TIF District; and

**WHEREAS**, the Village has the authority to acquire the property commonly known as 11 Ashland Avenue, River Forest, Illinois (“Subject Property”), which is within the boundaries of the TIF District, pursuant to the authority granted to it under the Illinois



Constitution, the laws of the State of Illinois, and the common law, including, but not limited to:

- A. Article VII, Section 7 of the Illinois Constitution;
- B. The TIF Act;
- C. Section 2-3-8 of the Illinois Municipal Code, 65 ILCS 5/2-3-8;
- D. Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5;
- E. Section 11-1-1 of the Illinois Municipal Code, 65 ILCS 5/11-1-1; and
- F. Section 11-61-1.5 of the Illinois Municipal Code, 65 ILCS 5/11-61-1.5; and

**WHEREAS**, the Village desires to acquire the Subject Property in furtherance of public purposes, including, but not limited to:

- A. Implementing the Redevelopment Plan and Project for the TIF District, including, but not limited to, assembling property for redevelopment;
- B. Economic development in the Village; and
- C. Acquiring and holding the Subject Property for current and future uses of the Subject Property that best serve the Village and its residents, as determined by the Corporate Authorities from time to time; and

**WHEREAS**, the Village desires to acquire the Subject Property to allow, either now or in the future, for one or more of the following uses thereon, in whole or in part, in addition to those other uses not set forth herein which the Corporate Authorities may approve at a later date, which uses the Corporate Authorities deem necessary for the protection of the health, safety and welfare of the residents of the Village:

- A. Operation of the Subject Property as a residence;
- B. A landscaped buffer;



- C. Relocation of the adjacent alley;
- D. A TIF District redevelopment project; and
- E. Any other use permitted, whether now or in the future; and

**WHEREAS**, while the Village does not propose that the Subject Property be redeveloped with a commercial use as of the date of this Ordinance, there are other uses, including those set forth above, which serve public purposes, including those set forth above, until such time, if ever, the Subject Property will be utilized, in whole or part, as part of a redevelopment project within the TIF District; and

**WHEREAS**, the Corporate Authorities find that the purchase of the Subject Property best serves the public's health, safety and welfare, because of, among other considerations, the location of the Subject Property, the availability of the Subject Property for purchase, the price to be paid by the Village for the Subject Property, the need for the Subject Property for future redevelopment, and general economic conditions in the Village; and

**WHEREAS**, the owner of the real estate and appurtenances attached thereto, making up the Subject Property ("Seller"), desires to sell the Subject Property to the Village; and

**WHEREAS**, it is the desire of the Seller and the Village to undertake the conveyance of the Subject Property to the Village on the terms set forth in the "Real Estate Purchase And Sales Contract (11 Ashland Avenue, River Forest, Illinois)," attached hereto as **EXHIBIT A** and made a part thereof ("Contract"); and

**WHEREAS**, it is in the best interest of the Village to acquire the Subject Property, to ensure that the public purposes and uses thereof are met, and are able to be met in the future; and

**WHEREAS**, the Corporate Authorities find that it best serves the public's health, safety and welfare that the Village acquire the Subject Property, and the Corporate Authorities deem it necessary and desirable that the Subject Property be acquired for purposes of economic development within the Village;

**NOW, THEREFORE**, be it ordained by the President and Board of Trustees of the Village of River Forest, Illinois, as follows:

**SECTION 1:** That the recitals set forth above shall be and are hereby incorporated in Section 1 herein, as if restated herein.

**SECTION 2:** That based upon the foregoing, the Contract is approved, and the Village President, Village Clerk and Village Administrator be and are hereby authorized and directed to acquire the Subject Property pursuant to the terms and conditions set forth in the Contract, and they are further authorized and directed to execute and deliver such other instruments, including the Contract, as may be necessary or convenient to consummate such purchase.

**SECTION 3:** That the permit fees ordinarily and customarily charged by the Village for the placement of dumpsters and storage pods in the Village are hereby waived for Seller with regard to a dumpster and storage pods that Seller may use with regard to the conveyance of the Subject Property to the Village.

**SECTION 4:** That all ordinances and resolutions, or parts of ordinances or resolutions, in conflict with this Ordinance, are hereby expressly repealed.

**SECTION 5:** That each section, paragraph, sentence, clause and provision of this Ordinance is separable, and if any section, paragraph, sentence, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, sentence, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24th day of June, 2019, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 24th day of June, 2019.

\_\_\_\_\_  
Catherine Adduci, Village President

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of June, 2019.

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

**EXHIBIT A**

**CONTRACT**

(attached)

**REAL ESTATE PURCHASE AND SALES CONTRACT**  
**(11 ASHLAND AVENUE, RIVER FOREST, ILLINOIS)**

THIS REAL ESTATE PURCHASE AND SALES CONTRACT ("Contract") is made as of the Effective Date (as defined in Section 25 below) between the **ROBERT & MAUREEN GORMAN LIVING TRUST DATED DECEMBER 29, 2016 ("Seller")** and the **VILLAGE OF RIVER FOREST, an Illinois municipal corporation ("Buyer")**.

**A G R E E M E N T:**

1. **BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE PRESIDENT AND BOARD OF TRUSTEES OF BUYER.**

2. **SALE.** The Seller, whose identity may be updated to conform the owner of record set forth in the "Title Commitment," as defined in Section 8 below, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to the parcel of land commonly known as 11 Ashland Avenue, River Forest, Illinois, PIN 15-12-322-020-0000, located in the County of Cook ("**Property**"), which Property is legally described in **Exhibit A** attached hereto and made a part hereof, and which legal description shall conform and shall be updated to conform to the legal description from the "Survey," as defined in Section 9 below.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$440,000.00) ("Purchase Price")**. At the "Closing," as defined in Section 5 below, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein, along with the additional sum of **ONE HUNDRED SIX THOUSAND AND NO/100 DOLLARS (\$106,000.00)** for a portion of the Seller's eligible "relocation costs" pursuant to Section 3(q)(8) of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3(q)(8) ("**Relocation Costs**"), on the terms and conditions set forth in **Exhibit B** attached hereto and made a part hereof.

4. **EARNEST MONEY DEPOSIT.** Within five (5) business days after receipt of a fully executed copy of this Contract, Buyer shall deposit the **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) ("Earnest Money Deposit")** with the "Title Company," as defined in Section 5 below, pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money Deposit shall be applied to the Purchase Price at Closing, if the Closing occurs. The Earnest Money Deposit shall be returned to Buyer if the Closing does not occur.

5. **CLOSING DATE.** The closing ("**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow ("**Escrow**") on July 10, 2019 ("**Closing Date**") at the office of Chicago Title Insurance Company, 1100 Lake Street, Suite 165, Oak Park, Illinois 60301 ("**Title Company**"), or at such other time and place as mutually agreed to by the parties. The parties pay the Closing costs, including but not limited to the costs of recording, the title policy, the Earnest Money Deposit escrow and the Escrow as customarily charged, except that Buyer shall pay the costs of the Survey, as set forth in Section 9 below.

6. **"AS IS/WHERE IS" Transaction; Fixtures and Personal Property.**

A. **"As Is/Where Is" Transaction.** This Contract is for the sale and purchase of the Property in its "AS IS/WHERE IS" condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property and matters of survey have been made by Seller or Seller's Listing Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection prior to the Closing at Buyer's expense. In that event, Seller shall make the Property available to Buyer's inspector prior to the Closing at reasonable times. Buyer shall indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within five (5) business days after the Effective Date, this Contract shall be null and void. Buyer's notice shall not include a copy of any inspection reports and/or list of unacceptable matters found. The parties hereby agree that any such inspections are solely for the benefit of Buyer and that Buyer shall only tender copies of any reports or findings to Seller if Seller requests same in writing. In addition, the Parties hereby agree that Buyer is relying solely on its own inspection and investigation of the Property and is not relying, in any way, on any representations made or given in connection with the condition of the Property, except for those set forth in Section 15 below. Failure of Buyer to notify Seller of cancellation or to conduct said inspection shall operate as a waiver of Buyer's right to terminate this Contract (except as set forth in Sections 7 and 16 below).

B. **Fixtures and Personal Property.** All of the following fixtures and personal property are owned by Seller and to Seller's knowledge are in operating condition on the Effective Date, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items of personal property with a check (X) next to the items at no additional cost by Bill of Sale at Closing:

- |   |  |
|---|--|
| <input type="checkbox"/> Refrigerator                         | <input checked="" type="checkbox"/> Existing Storms and Screens      |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Garbage Disposal                            |
| <input type="checkbox"/> Central Humidifier                   | <input type="checkbox"/> Backup Generator System                     |
| <input type="checkbox"/> Light Fixtures, as they exist        | <input type="checkbox"/> Central Vac & Equipment                     |
| <input type="checkbox"/> Oven/Range/Stove                     | <input type="checkbox"/> Fireplace Screens/Doors/Grates              |
| <input checked="" type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Trash Compactor                             |
| <input type="checkbox"/> Water Softener (owned)               | <input type="checkbox"/> Satellite Dish                              |
| <input type="checkbox"/> Built-in or attached shelving        | <input type="checkbox"/> Security System(s) (owned)                  |
| <input type="checkbox"/> Microwave                            | <input type="checkbox"/> Fireplace Gas Log(s)                        |
| <input type="checkbox"/> Ceiling Fan(s)                       | <input type="checkbox"/> Washer                                      |
| <input type="checkbox"/> Sump Pump(s)                         | <input type="checkbox"/> Outdoor Shed                                |
| <input type="checkbox"/> All Window Treatments & Hardware     | <input type="checkbox"/> Garage Door Opener(s) with all Transmitters |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Invisible Fence System, Collar & Box        |
| <input type="checkbox"/> Intercom System                      | <input type="checkbox"/> Dryer                                       |
| <input type="checkbox"/> Electronic or Media Air Filter(s)    | <input type="checkbox"/> Planted Vegetation                          |

- ☐ Smoke Detectors  
☐ Attached Gas Grill  
☐ Outdoor Play Set(s)

- ☐ All Tacked Down Carpeting  
Carbon Monoxide Detectors

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines within a ten (10) business day period following the Effective Date, that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Property Assessment reveals the existence of any condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any law or regulation including, but not limited to, the presence of any hazardous material (collectively the "**Property Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is a Property Defect, Buyer shall have the right to revoke its acceptance of the Contract, and to declare the Contract and related closing documents, if any, null and void. Said termination and revocation shall only be valid if written notice is tendered to Seller within ten (10) business days of the Effective Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, shall operate as a waiver of Buyer's right to terminate this Contract as provided for in this Section 7.

8. **TITLE INSURANCE.** Within five (5) business days of the Effective Date, Seller shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in **Exhibit C**, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall have five (5) business days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter ("**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have until the Closing ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond July 31, 2019 ("**Extended Title Closing Date**"), after Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Contract and this Contract shall become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Prior to the Closing, Buyer shall obtain, at Buyer's sole cost and expense, a Plat of Survey ("**Survey**") that conforms to the Minimum Standards of Practice for boundary surveys, is dated

not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Survey shall include the following statement, placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."

10. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Trustee's Deed ("**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title; Bill of Sale; Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking, and such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

11. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
  - i. the original executed and properly notarized Deed;
  - ii. the original executed and property notarized Affidavit of Title;
  - iii. the original executed and property notarized Non-Foreign Affidavit;
  - iv. the original executed Bill of Sale;
  - v. Village of River Forest transfer stamp declaration;
  - vi. the original executed strict joint order escrow instructions for the deposit of the Relocation Costs with the Title Company and an executed letter of direction regarding disbursement of the Relocation Costs, provided the Closing takes place on or before July 10, 2019;
  - vii. counterpart originals of Seller's Closing Statement; and
  - viii. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property



in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. the Relocation Costs, as set forth in Exhibit B, as follows:
  1. if the Closing occurs on or before July 10, 2019, the Buyer shall deposit the Relocation Costs with the Title Company along with executed strict joint order escrow instructions for the deposit of the Relocation Costs with the Title Company and an executed letter of direction regarding disbursement of the Relocation Costs to a closing escrow with the Title Company to pay a portion of Seller's costs to acquire the "Relocation Property," as defined in Exhibit B; or
  2. if the Closing occurs after July 10, 2019, the Buyer shall deposit the Relocation Costs with the Title Company to be disbursed to the Seller at the Closing through the Escrow to reimburse Seller for a portion of its costs to acquire the Relocation Property; and
- iii. counterpart originals of Seller's Closing Statement; and
- iv. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. Buyer shall prepare the Closing documents.

D. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

## 12. POSSESSION.

A. Possession of the Property has been with the Seller prior to the Effective Date.

B. This Contract is contingent on Buyer approving the lease ("Lease"), attached hereto as Exhibit D and made a part hereof, prior to the Closing. If Buyer does not approve the Lease, this Contract shall be null and void.

C. If Buyer approves the Lease, and if the Closing occurs, possession of the Property shall be finally and fully delivered to Buyer on the Closing Date, except that as of the Closing Date, Buyer and Seller shall execute the Lease, and Seller shall be permitted possession of the Property subject to the terms of the Lease, which Lease shall commence on the Closing Date and continue through August 31, 2019. Seller shall fully deliver possession of the Property to the Buyer after the

term of the Lease in the same condition as of the Effective Date. The provisions of this Section 12 shall continue beyond the Closing.

13. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 366-day year, with the Seller having the day prior to the Closing Day.

A. **Real Estate Taxes.** General real estate taxes for 2018 and 2019 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing except for a water bill which may be taken up to two (2) days before the Closing Date.

14. **CONVEYANCE TAXES.** The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County and Village real estate transfer tax pursuant to 35 ILCS 200/31-45(b) and the Village of River Forest Village Code. Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and the Village of River Forest Village Code.

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning and Other Laws.** Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. Pending and Threatened Litigation. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. Eminent Domain, etc. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. To the best knowledge and belief of Seller, No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property. The Property was once designated in River Forest Special Service Area 7; however, to the best of Seller's knowledge and belief, said Special Service Area was discontinued.

G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer shall not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents to the best of Seller's knowledge that the Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within one (1) year of the Closing. When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. PROPERTY ASSESSMENT. Buyer shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site inspection, site assessment, and/or environmental audit, and to perform any investigation or testing it deems necessary and appropriate ("**Property Assessment**") within five (5) business days from the Effective Date. This period shall be known as the "**Contingency Period**," and shall commence one (1) business day after the Effective Date. The Seller shall provide to the Buyer and its employees, agents, representatives and consultants reasonable access to the Property (including the groundwater thereunder). The term "**Property Assessment**" as referred to in this Section shall include, but not be limited to, Phase I and Phase II environmental audits. During the Contingency Period, the Buyer shall not be obligated to take title to the Property if, in addition to the terms of the Contract, in the Buyer's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Property Assessment), it determines that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a health, safety or environmental hazard, or if the Property Assessment reveals or if at any time prior to Closing the Buyer otherwise becomes aware of the existence of any condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any law or regulation including, but not limited to, the presence of any Hazardous Material, as said term is defined below. Pursuant to this Section, the Buyer shall have the right, in its sole and exclusive judgment, to revoke its acceptance of this Contract prior to the expiration of the Contingency Period, and to declare this Contract, null and void. The parties hereby agree that any such Property Assessments and related documentation and information are solely for the benefit of the Buyer and that Buyer shall only tender copies of any reports or findings to Seller if Seller requests same in writing. In addition, the Parties hereby agree that the Buyer is relying solely on its own inspection and investigation of the Property and is not relying, in any way, on any representations made or given in connection with the condition of the Property except for those set forth in Section 15 above. Failure of Buyer to notify Seller of cancellation within the five (5) business day period, or to conduct said inspection, shall operate as a waiver

of Buyer's right to terminate this Contract on the basis of the Property Assessments under this Section 16. Buyer shall indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any Property Assessment.

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Contract are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to Close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Contract; or
- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate this Contract.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five (5) business days from receipt of the notice to cure the default.

18. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

19. **BROKERAGE.** The Buyer represents that it has not retained a broker regarding the proposed transaction. The Seller represents that, in connection with the proposed sale of the Property to Buyer, other than the broker fee due Gagliardo Realty Associates LLC, which shall be paid solely and directly by Seller, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through Seller's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by e-mail transmission on the day of transmission, with the original notice mailed by certified or registered mail, postage prepaid, return receipt requested, or (D) by personal delivery, if addressed to the parties as follows:

To Seller:	Maureen and Robert Gorman 11 Ashland Avenue River Forest, Illinois 60305 E-Mail: mgorman@marshallip.com
With a copy to:	Genevieve W. Halloran The Bean Group PC 30 Gale Ave River Forest, Illinois 60305 E-Mail: gbhalloran@att.net
To Buyer:	Village of River Forest 400 Park Avenue River Forest, Illinois 60305 Attn: Eric Palm, Village Administrator E-Mail: epalm@vrf.us
With a copy to:	Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903 Attn: Gregory T. Smith E-Mail: gtsmith@ktjlaw.com

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

21. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a party shall, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

22. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one in **Exhibit E** attached hereto and made a part hereof.

23. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract with the prior written consent of Seller. Buyer shall deliver to Seller a copy of the fully executed assignment and assumption by Buyer, as assignor and the assignee.

24. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Section 15 shall survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Contract shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the

event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

G. The Section headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

H. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

I. If the Seller is a Trust, this Contract is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Contract shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

J. In the event either party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

K. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.



L. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

M. The Seller agrees that Seller, Robert Gorman and Maureen Gorman, shall not disparage, or cause others to disparage, the Buyer, or its respective elected and appointed officers, employees and agents, in any manner, either directly or indirectly, with regard to the Village of River Forest Madison Street Tax Increment Financing District and the conveyance called for in this Contract, whether orally or in writing, by word or gesture, at any time or under any circumstances. The obligations of this Section 24.M. shall survive the Closing for a period of two (2) years.

25. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign the Contract, which date shall be the date stated below the Buyer's signature.

26. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

27. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Relocation Costs Terms and Conditions
<u>Exhibit C</u>	Permitted Exceptions
<u>Exhibit D</u>	Lease
<u>Exhibit E</u>	Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date below their respective signatures.

**SELLER:**

**ROBERT & MAUREEN GORMAN LIVING TRUST  
DATED DECEMBER 29, 2016**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Seller executed: \_\_\_\_\_

**BUYER:**

**VILLAGE OF RIVER FOREST,  
an Illinois municipal corporation**

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

Name: Catherine Adduci

Title: Village President

**ATTEST:**

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

Name: Kathleen Brand-White

Title: Village Clerk

Date Buyer executed: \_\_\_\_\_

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 20 IN NEEBE'S AND PELTON'S RESUBDIVISION OF NORTH 450 FEET BLOCK 7 IN HENRY FIELD'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 11 Ashland Avenue, River Forest, Illinois; and

Permanent Index Number: 15-12-322-020-0000.

## **Exhibit B**

### **RELOCATION COSTS TERMS AND CONDITIONS**

1. **CAPITALIZED TERMS.** Capitalized terms in this Exhibit B shall be the same as those in the "Real Estate Purchase and Sales Contract" to which it is attached, unless otherwise set forth herein. In the event of any conflict between the terms of this Exhibit B and the Contract, the terms of this Exhibit B shall control.

2. **PURPOSE OF RELOCATION COSTS.** The Property is located within the Village of River Forest Madison Street Tax Increment Financing District ("TIF District"). The Buyer shall pay the Seller the Relocation Costs in order to make the Property available for potential future redevelopment within the TIF District. But for the payment of the Relocation Costs, the Seller would not be willing to sell the Property to the Buyer, and the Buyer would not be able to acquire the Property for potential future redevelopment within the TIF District.

3. **PAYMENT OF RELOCATION COSTS.** The Buyer shall pay the Seller the Relocation Costs at the Closing, if the Closing occurs, provided the following conditions are met:

A. Seller is not in default under the Contract.

B. Buyer has not terminated the Contract.

C. The Relocation Costs shall be used by Seller to pay a portion of its costs of relocating from the Property to the property commonly known as 937 Monroe Avenue, River Forest, Illinois 60305 ("Relocation Property"), either at the time of the Seller's acquisition of the Relocation Property or on a reimbursement basis after the Seller's acquisition of the Relocation Property.

D. The Relocation Costs shall be used to pay for a portion of Seller's costs of acquiring the Relocation Property.

E. Seller shall have provided the Buyer with an affidavit in the form attached hereto as Exhibit 1, along with such additional information and documents as reasonably requested by the Buyer with regard to the Seller's use of the Relocation Costs.

4. **USE OF THE RELOCATION COSTS.** Buyer is paying the Relocation Costs to the Seller from the TIF District's special tax allocation fund. The Relocation Costs shall only be used by Seller for a portion of Seller's qualifying and eligible "relocation costs" as set forth in Section 3(q)(8) of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3(q)(8).

5. **DEPOSIT OF RELOCATION COSTS.** The Relocation Costs shall be deposited by the Buyer as set forth in Section 11.B.ii. of the Contract.

**Exhibit 1 to Exhibit B**

**SWORN REQUEST FOR RELOCATION COSTS DISBURSEMENT UNDER THE  
REAL ESTATE PURCHASE AND SALES CONTRACT  
(11 ASHLAND AVENUE, RIVER FOREST, ILLINOIS)  
IN THE VILLAGE OF RIVER FOREST MADISON STREET TIF DISTRICT**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("Seller"), hereby submit the following request for disbursement of "Relocation Costs" as defined in, and pursuant to the "Real Estate Purchase And Sales Contract (11 Ashland Avenue, River Forest, Illinois)" ("Contract"), under oath and penalty of perjury:

1. **Amount Requested:** One Hundred Six Thousand and No/100 Dollars (\$106,000.00).
2. **To Be Paid To:** Chicago Title Insurance Company, as escrowee.
3. **To Be Paid For:** a portion of Seller's relocation costs to acquire property outside of the Village of River Forest Madison Street TIF District ("TIF District"), at 937 Monroe Avenue, River Forest, Illinois 60305, in order to sell the "Property," as defined in the Contract, to the Village of River Forest, to make the Property, which is located in the TIF District, available for potential future redevelopment.
4. **Invoices / Documents Attached:** Attached is a true and accurate copy of invoice(s) and/or document(s) substantiating this request for disbursement. The Seller shall provide such additional documents and information requested by the Village, including but not limited to, closing statements, paid invoices, contracts, copies of checks and any other documentation specified by the Village and/or in the possession of the Seller relating to this request.
5. **Covenants and Warranties:** The Seller covenants and warrants as material inducement for the Village of River Forest to consider, process, and disburse the Incentive that as of the date of this request, through the date of disbursement:
  - a. The Seller is not in default of any provision of the Contract, and the Seller is in compliance with all federal, State, and Village laws, ordinances, and regulations.
  - b. The amounts disbursed pursuant to this request shall only be spent for "relocation costs" as defined in Section 11-74.4-3(q)(8) of the Illinois Tax Incrementing Allocation Financing Act, 65 ILCS 5/11-74.4-3(q)(8).
  - c. No amounts disbursed pursuant to this request shall be spent on any matter, except for relocation costs as allowed in the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Date: \_\_\_\_\_, 2019

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Exhibit C

PERMITTED EXCEPTIONS

1. 2018 and 2019 real estate taxes and subsequent years, not due and payable for the Property.
2. Covenants, Conditions and Restrictions of Record; and
3. Building lines and easements, if any

EXHIBIT D

LEASE

(attached)

## LEASE

THIS LEASE, dated the \_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), between the Village of River Forest, 400 Park Avenue, River Forest, Illinois, 60305, an Illinois municipal corporation ("Landlord"), and the ROBERT & MAUREEN GORMAN LIVING TRUST DATED DECEMBER 29, 2016, \_\_\_\_\_ [address] \_\_\_\_\_ ("Tenant").

## WITNESETH:

**SECTION 1: PREMISES.** Landlord hereby leases to tenant the premises legally described and depicted on Exhibit A attached hereto and made a part hereof ("Premises").

**SECTION 2: TERM.** Tenant is hereby granted the right to have and to hold the Premises pursuant to the terms and conditions of this Lease for a defined term commencing at midnight on July \_\_\_, 2019 and ending at midnight on August 31, 2019. This Lease shall not renew.

**SECTION 3: RENT.** Tenant covenants to pay Landlord, without previous demand therefor and without any set-off or deductions whatever, the amount of Ten and No/100 Dollars (\$10.00) for the Term, the receipt and sufficiency of which is acknowledged.

**SECTION 4: [INTENTIONALLY OMITTED]**

**SECTION 5: PAYMENTS TO LANDLORD.** All rental and other payments provided for in this Lease shall be payable to Landlord at Landlord's office, 400 Park Avenue, River Forest, Illinois 60305, or at such other place as Landlord shall, from time to time, direct in writing.

**SECTION 6: USE AND OPERATION.** Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities having jurisdiction over the Premises and any fire insurance rating organization, Tenant covenants and agrees that it shall use the Premises solely as a residential dwelling, and for no other purpose.



**SECTION 7: INSURANCE.** Tenant shall indemnify and save harmless the Landlord against any liabilities or claims for bodily injury or damage to persons or property caused by any acts done or omitted to be done by Tenant or any concessionaires or subtenants or their respective licensees, servants, contractors, invitees, visitors, officers, agents or employees in or about the Premises. During the Term of this Lease, Tenant agrees to obtain from a responsible insurance company, or companies, at its expense, insurance coverages of the type, in the amounts and subject to the conditions as set forth below:

General Liability:	\$500,000 per occurrence \$1,000,000 general aggregate
Umbrella:	\$1,000,000 per occurrence \$1,000,000 general aggregate (Umbrella coverage is over General Liability limits)

The Tenant shall at all times during the Term of the Lease furnish to the Landlord satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Landlord. Said certificates shall contain a clause to the effect that, for the duration of the Lease, no insurance policy shall be canceled, expire or changed as to the amount of coverage without written notification at least thirty (30) days in advance to the Landlord. In addition, said certificates shall list the Landlord and its elected officials, officers, agents and employees as additional insureds on all required insurance policies except the workers compensation policy, and said certificates shall clearly indicate that all insurance coverages provided by the Tenant are primary and non-contributory to any coverages maintained by the Landlord.

Each of the parties hereto hereby waives, releases and discharges the other party of and from all right of recovery against the other party by subrogation or otherwise, for any loss of or damage to the Premises or contents thereof wherein the parties are protected from such loss or damage by insurance provided that such waiver does not adversely affect either party's insurance protection. During the Term, Landlord may from time to time require reasonable increases or adjustments in the insurance coverage

required to be obtained by Tenant consistent with the usual and customary insurance requirements for property of this nature and use.

**SECTION 8: NON-LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant for any injury or damage to Tenant or its property on the Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Premises, except when caused through the negligent or intentional acts or omissions of Landlord or its officers, agents or employees.

**SECTION 9: FIRE OR OTHER CASUALTY.** In the event the Premises is substantially damaged by fire or other casualty, such as for example a flood, storm or lightening, to the extent that it is not useable by Tenant for its purposes, or the Premises is found to be structurally unsound and unsafe, this Lease shall be terminated and Tenant shall vacate the Premises.

**SECTION 10: DELIVERY OF POSSESSION UPON TERMINATION.** At the termination of the Term of this Lease, by lapse of time or otherwise, Tenant will yield up immediate possession of the Premises, to Landlord, in the same, or better, condition as such improvements were in at the commencement of the Term, casualty damages (as referenced in Section 9 above) and ordinary wear and tear excepted, and will return the keys therefor to Landlord at the place of payment of rent. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, said holding over shall create a tenancy at sufferance, at a rental of Five Hundred and No/100 Dollars (\$500.00) per day (as the same may be adjusted by the change in the Consumer Price Index from the date of this Lease to the end of the calendar year preceding the date of the holdover by Tenant), for the time Tenant remains in possession. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the Landlord's reasonable attorney's fees and all court costs related to the Landlord obtaining possession. The provisions of this Section 10 shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent

or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

**SECTION 11: INDEMNITY.** Tenant agrees to indemnify and save Landlord, its officers, agents and employees harmless from and against any and all claims and demands (except such as result from the negligent or intentional acts or omissions of Landlord, or its officers, agents or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the Premises by the Tenant, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant of Tenant, or their respective licensees, servants, officers, agents, employees, invitees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

**SECTION 12: DEFAULT.** Each of the following shall constitute an event of default ("Default") under this Lease:

(a) Tenant shall vacate or abandon the Premises, or permit the same to remain vacant or unoccupied for a period of thirty (30) days;

(b) Tenant shall fail to continue to use the Premises in accordance with the use permitted under Section 6 of this Lease or shall use the Premises for a use or uses that are not permitted under the Lease, and in either case such event continues for a period of fifteen (15) days after Landlord provides written notice of same to Tenant;

(c) Tenant declares or files for protection under the bankruptcy laws, dissolves or ceases to do business, ceases to do business in accordance with its present corporate purpose or generally admits an inability to pay its debts as such debts become due;

(d) Tenant fails to perform any obligation or observe or perform any covenant of Tenant under this Lease, and such failure continues for a period of fifteen (15) days after Landlord provides written notice of same to Tenant.

After the occurrence of a Default, Landlord may terminate Tenant's right to possession of the Premises, with or without any additional notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premises; and if the Landlord so elects, but not otherwise, and with or without notice of such election or any additional notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Tenant's right of possession, as aforesaid, whether this Lease be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any additional demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may repossess itself of the Premises as of its former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Tenant. In addition to the foregoing, Landlord shall be entitled to take any action or pursue any remedy permitted under law or in equity.

**SECTION 13: REPAIRS, MAINTENANCE AND ALTERATIONS:**

**A. LANDLORD'S OBLIGATIONS:** In no event shall the Landlord have any responsibility for the repairs or maintenance of the Premises during the Term.

**B. TENANT'S OBLIGATIONS:** Tenant shall at its own cost and expense shall be responsible for the repair and maintenance of the Premises during the Term. Tenant shall place the Premises in a good and safe condition as of the end of the Term of this Lease.

**C. APPROVAL BY LANDLORD OF REPAIRS AND ALTERATIONS:** If any repair, alteration, improvement and/or addition is to be permitted to be performed by Tenant under any provision of this Lease, then Tenant shall not commence any such work without first delivering to Landlord a policy or policies of Workers' Compensation, liability and property damage insurance naming Landlord and its elected officials, officers, agents and employees as additional insureds with limits acceptable to Landlord, as well as a completion bond in a form and issued by a surety company acceptable to Landlord. Any repairs, alterations, additions, improvements and or fixtures installed or paid for by Tenant and affixed to the interior or exterior of the Premises, other than movable trade fixtures and decorations, shall, at the expiration or earlier termination of this Lease, become the property of Landlord, at Landlord's election; if Landlord shall not so elect, same shall be removed and the Premises repaired or restored by Tenant at Tenant's sole cost and expense. No repair, alteration, improvement and/or addition which shall cost in excess of One Thousand and No/100 Dollars (\$1,000.00), shall be commenced until Tenant has: (a) submitted plans and specifications therefor to, such submitted plans and specifications have been approved by, Landlord (including Landlord's normal municipal approvals) (b) submitted financial information, including historical financial information and projections, satisfactory to Landlord in its reasonable discretion. Such work shall then be performed in accordance with such approved building plans and specifications. Any work performed by Tenant shall, irrespective of cost, be subject to Landlord's normal municipal inspection and approval processes after completion to determine whether the same complies with the requirements set forth in this Lease and all applicable laws and ordinances, including Landlord's municipal ordinances then in effect.

**SECTION 14: TRADE FIXTURES.** Tenant shall not at any time have the right to remove fixtures, machinery, equipment appurtenances, and other property furnished or installed by Tenant or by Landlord at Tenant's expense, it being understood and agreed that said property shall become part of the Premises

and shall be subject to a lien created by Landlord; provided however, that if any such trade fixtures can be removed without any damage to the Premises, including the interior and exterior cosmetic or structural damage, Tenant may remove such fixtures after providing written notice to Landlord of an intent to remove same. In the event that Tenant removes fixtures pursuant to the preceding sentence, and damage results, the same shall be promptly repaired by Tenant; and provided further, if Tenant vacates the Premises, such property shall be removed at or before the time Tenant vacates, and if not so done, Tenant shall be considered as waiving its rights in and to such property, and any such removable fixtures shall become part of the Premises.

**SECTION 15: SUBORDINATION.** Tenant agrees that Tenant's rights under this Lease are and shall always be subordinated to the lien of any mortgage or mortgages or trust deeds now or hereafter placed from time to time upon the land and/or building which are part of the Premises, and to all advances hereafter made from time to time upon the security thereof; provided, however, that the mortgagee shall agree to recognize the rights of the Tenant hereunder and provided further that each mortgagee shall agree that so long as Tenant is not in default under this Lease Tenant's quiet possession of the Premises shall remain undisturbed, on the terms and conditions stated herein and the rights of Tenant shall remain in full force and effect in the event of any default by Landlord or in the event of foreclosure. Tenant shall upon written demand from Landlord, execute such other and further instruments and assurances subordinating this Lease to the lien or liens of any such mortgage or mortgages or trust deed. If any mortgagee or trustee under a trust deed elects at any time prior to the institution of foreclosure proceedings to have Lessee's interest in this Lease superior to the interest of such mortgagee or trustee and gives at any time prior to institution of foreclosure proceedings notice to Lessee to that effect, then this Lease shall be deemed to be superior to any such mortgage or trust deed whether this Lease was executed before or after such mortgage or trust deed or before or after any advance made on the security of such mortgage or trust deed.

**SECTION 16: COVENANT AGAINST LIENS.** Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord in any portion of the Premises. If, because of any act or omission (or alleged act or omission) of Tenant or its officers, agents or employees, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord (as additional rent) with interest thereon promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

**SECTION 17: ACCESS TO PREMISES.** Landlord and its designees shall have the right to enter upon the Premises at all hours without prior notice in the event of an emergency, and to enter upon the Premises at reasonable hours with reasonable notice in all events other than an emergency to inspect the same, or to make repairs to the Premises.

**SECTION 18: ASSIGNMENT.** Tenant shall not sublet the Premises or any part thereof, nor assign, mortgage or otherwise encumber or dispose of this Lease or any interest therein, nor grant any concessions or licenses for the occupancy of the Premises, or any part thereof, except with the prior written consent of the Landlord. Notwithstanding any such permitted assignment, the Tenant nonetheless remains

liable for the payment of rent and the performance of all other obligations of the Tenant and covenants under the Lease.

**SECTION 19: TENANT'S ADDITIONAL AGREEMENTS.**

**A. AFFIRMATIVE OBLIGATIONS.** Tenant agrees, at its own cost and expense, to:

(i) **Keep Premises Clean:** Keep the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

(ii) **Keep Premises Attractive:** Maintain the Premises and Tenant's personal property therein in an attractive state in accordance with the general character of the Premises.

(iii) **Comply With Laws:** Comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters and any organization exercising similar functions affecting the Premises, but this subsection shall not be construed to require Tenant to comply with any such laws, ordinances, rules or regulations which require structural changes in or any repairs to the Premises unless the same are made necessary by any act, omission or work performed by Tenant or its officers, agents and employees or any concessionaire or subtenant of Tenant or their respective licensees, servants, officers, agents, employees, invitees or contractors.

(iv) **Rules and Regulations:** Obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it, to obey and observe) all reasonable rules



and regulations established by Landlord from time to time for the welfare and preservation of the Premises.

**B. NEGATIVE OBLIGATIONS.** Tenant agrees that it shall not at any time without first obtaining Landlord's consent:

(i) **No Liens:** Subject any fixtures, furnishings or equipment in or on the Premises which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

(ii) **Not Damage the Premises:** Perform any act or carry on any practice which may damage, mar or deface the Premises.

(iii) **Not Exceed Floor Loads:** Place a load on any floor in the Premises exceeding the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight.

(iv) **Not Exceed Electrical Load:** Install, operate or maintain in the Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation.

**SECTION 20: UTILITIES.** Tenant agrees to pay promptly, as and when the same become due and payable, all charges for the cost of electric, natural gas, telephone, cable television, internet access services, garbage pick-up, water, sanitary sewer service, and all other utilities supplied to the Premises accrued during the Term of this Lease.

**SECTION 21: RIGHT TO CURE DEFAULTS.** If Tenant shall fails to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to maintain various policies of insurance, comply with all laws, ordinances and regulations and pay bills for utilities), then Landlord shall

have the right, at its option, after Tenant's rights to cure have expired, to cure such breach at Tenant's expense. Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof, together with interest thereon, promptly upon demand.

**SECTION 22: BANKRUPTCY-INSOLVENCY.** Tenant agrees that if the estate created hereby shall be taken upon execution, attachment or any other process of law, or if Tenant shall be adjudged a bankrupt or insolvent, or any receiver or trustee shall be appointed for the business or property of Tenant and be not discharged within forty five (45) days, or if Tenant shall make any assignment of its property for the benefit of creditors, or if Tenant shall file a voluntary petition in bankruptcy, or apply for reorganization, composition, extension or other arrangement with its creditors under any federal or state law now or hereafter enacted, and any such process, assignment, action or proceeding be not vacated or set aside within thirty (30) days thereafter, then each of the foregoing shall be deemed an Event of Default for the purposes of the previous Section 21 and Tenant shall remain liable as provided in said Section 21.

**SECTION 23: QUIET ENJOYMENT.** Landlord covenants that upon Tenant paying the rent and performing and observing all of Tenant's other Lease obligations, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term, subject and subordinate to the other provisions of this Lease.

**SECTION 24: RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

**SECTION 25: NOTICES.** Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Tenant at the address listed on page 1 hereof, and if to Landlord at the address listed on page 1 hereof or such other address as either party may designate by notice from time to time. Each and all of the rent payable by Tenant to Landlord under any of the provisions of this Lease shall be paid to Landlord.

**SECTION 26: WAIVER.**

A. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

B. Tenant waives its right to a trial by jury in any action brought by Landlord under the terms of this Lease.

**SECTION 27: ENTIRE AGREEMENT.** No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this Lease shall be effective unless in writing, signed by the waiving party. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified except by a writing subscribed by all parties, nor may this Lease be cancelled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**TENANT:**

**ROBERT & MAUREEN GORMAN LIVING TRUST  
DATED DECEMBER 29, 2016**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Tenant executed: \_\_\_\_\_

**LANDLORD:**

**VILLAGE OF RIVER FOREST,  
an Illinois municipal corporation**

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

Name: Catherine Adduci

Title: Village President

**ATTEST:**

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

Name: Kathleen Brand-White

Title: Village Clerk

Date Landlord executed: \_\_\_\_\_

EXHIBIT A

Premises

(attached)

**Legal Description of the Premises**

LOT 20 IN NEEBE'S AND PELTON'S RESUBDIVISION OF THE RESUBDIVISION OF THE OF NORTH 450 FEET OF BLOCK 7 IN HENRY FIELD'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

Property Address: 11 Ashland Avenue, River Forest, Illinois; and

Permanent Index Number: 15-12-322-020-0000.

Depiction of the Premises



 = Premises

**Exhibit E****ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS  
SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois     )  
                                  )ss.  
County of \_\_\_\_\_ )

**DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, (hereinafter referred to as "Affiant") reside at \_\_\_\_\_  
\_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, being first duly sworn and having personal  
knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)
  - ☐ owner or
  - ☐ authorized trustee or
  - ☐ corporate official or
  - ☐ managing agent or
  - ☐ \_\_\_\_\_ of the Real Estate (as defined herein).
  
2. That the Real Estate (as defined herein) being sold to the Buyer is commonly known as a part of  
\_\_\_\_\_ and is located in the County of Cook, Village of River Forest, State of  
Illinois (herein referred to as the "Real Estate"). The Real Estate has an Assessor's Permanent Index  
Number of \_\_\_\_\_ (part).
  
3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement  
between the record fee owner of the Real Estate and Buyer, Illinois State Law requires the owner, authorized  
trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of  
every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder  
entitled to receive more than 7½% of the total distributable income of any corporation having any interest,  
real or personal, in the Real Estate.
  
4. As the
  - ☐ owner or
  - ☐ authorized trustee or
  - ☐ corporate official or
  - ☐ managing agent or
  - ☐ \_\_\_\_\_ of the Real Estate, I declare under oath that
 (choose one):
  - ☐ The owners or beneficiaries of the trust are: \_\_\_\_\_  
\_\_\_\_\_ or
  - ☐ The shareholders with more than 7 1/2% interest are: \_\_\_\_\_  
\_\_\_\_\_ or
  - ☐ The corporation is publicly traded and there is no readily known individual  
having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS  
105/3.1.

AFFIANT

\_\_\_\_\_

SUBSCRIBED AND SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC





## Village of River Forest

Village Administrator's Office

400 Park Avenue

River Forest, IL 60305

Tel: 708-366-8500

### MEMORANDUM

Date: June 20, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Purchase Agreement – 418 Franklin

**Issue:** The Village has negotiated a purchase and sales agreement for 418 Franklin. The property is currently a parking lot owned by 5/3 Bank (formerly MB Financial).

**Analysis:** Attached for your consideration is a purchase agreement for the property located at 418 Franklin. The purchase price is \$355,000. Most of the language in the agreement is standard; however, the agreement includes two use restrictions that will appear in the deed received by the Village, per Section 5(b)(i). The restrictions are related to marijuana uses and banking uses.

The marijuana use restriction will last for the longer of the time the Village owns the property, or two years from the date the Village acquires it if the Village sells the property within the two-year period. This means that the restriction will not be in effect if the Village sells the property, after two years have passed from the date the Village acquires it. However, the restriction will remain in effect so long as the Village owns the property, even if the Village owns it for longer than two years. The seller has advised that this restriction is required due to regulatory requirements of federally chartered banks.

The banking use restriction will last for ten years from the date the Village acquires it. The restriction prohibits the placement of signs, or the operation of uses, related to banking services, including financial institutions, banks, savings and loans companies, trust companies, ATMs, mortgage companies and so on. The restriction will specifically allow the Village to operate machines and devices on the property which accept payment for parking on the property.

The Village will use funds in the capital improvement fund dedicated for parking for this purchase.

**Recommendation:** Consider a MOTION approving an Ordinance for a real estate purchase and sales agreement for 418 Franklin, River Forest, IL

Attachment -- Ordinance w/Purchase Agreement

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A REAL ESTATE PURCHASE  
AND SALE AGREEMENT FOR THE PROPERTY COMMONLY  
KNOWN AS 418 FRANKLIN AVENUE**

**WHEREAS**, the Village of River Forest ("Village") is an Illinois non-home rule municipal corporation organized under the Illinois Constitution and the laws of the State of Illinois; and

**WHEREAS**, on October 12, 2015, pursuant to the Illinois Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1, *et seq.* ("Act"), the President and Board of Trustees of the Village approved Ordinance No. 3576, entitled "An Ordinance Approving The Business District Plan For The West Lake Street Business District No. 2 And Designating The Business District," which created the West Lake Street Business District No. 2 ("Business District") and approved the "Business District Plan" for the Business District ("Plan"); and

**WHEREAS**, the goals of the Plan include promoting development within the Business District in accordance with the Village's Comprehensive Plan, in order to contribute to the long-term economic health and vitality of the Village; and

**WHEREAS**, under Section 3(2) of the Act, the Village is authorized to acquire real estate within the Business District in furtherance of the Plan; and

**WHEREAS**, the President and Board of Trustees of the Village desire to purchase the property within the Business District commonly known as 418 Franklin Avenue, River Forest, Illinois, Cook County Property Index Number 15-12-115-010 ("Real Estate"); and

**WHEREAS**, the President and Board of Trustees of the Village deem it necessary for the health, welfare and safety of the residents to purchase the Real Estate in order to further the goals and objectives of the Plan, and to promote development and redevelopment within the Business District; and

**WHEREAS**, the Village has, after extensive inquiries and negotiations, agreed to purchase the Real Estate for a purchase price of Three Hundred Fifty-Five Thousand and No/100 Dollars (\$355,000.00), and other considerations, on the terms set forth in the "Real Estate Purchase and Sale Agreement" attached hereto as Exhibit A and made a part hereof ("Agreement");

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** That the recitals set forth above shall be and are hereby incorporated in Section 1 herein, as if restated herein.

**SECTION 2:** That the Agreement is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute same on behalf of the Village. The Village President, Village Administrator and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the purchase by the Village of the Real Estate, in accordance with the terms of the Agreement.

**SECTION 3:** That all ordinances and resolutions, or parts of ordinances or resolutions, in conflict with this Ordinance, are hereby expressly repealed.

**SECTION 4:** That each section, paragraph, sentence, clause and provision of this Ordinance is separable, and if any section, paragraph, sentence, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, sentence, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24th day of June, 2019, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 24th day of June, 2019.

\_\_\_\_\_  
Catherine Adduci, Village President

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

**EXHIBIT A**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

(attached)

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into effective as of the \_\_\_\_\_ day of June, 2019 (the “**Effective Date**”), by and between **FIFTH THIRD BANK**, an Ohio banking corporation (the “**Seller**”) and the **VILLAGE OF RIVER FOREST, ILLINOIS**, an Illinois non-home rule municipal corporation (the “**Buyer**”).

### **W I T N E S S E T H:**

**WHEREAS**, Seller is the owner of that certain vacant property located at 418 Franklin Avenue, River Forest, Illinois 60305, known as Cook County Property Index Number 15-12-115-010 (the “**Property**”); and

**WHEREAS**, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions set forth hereinafter.

**NOW THEREFORE**, in consideration of the Deposit, as defined in Section 2(b)(i) below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF THE PROPERTY.** Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price, and on the terms and conditions set forth herein.

2. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.**

(a) **Purchase Price.** The total purchase price for the Property is Three Hundred Fifty-Five Thousand and 00/100 Dollars (\$355,000.00) (the “**Purchase Price**”) payable by Buyer to Seller at the Closing, subject to prorations and other credits provided for in this Agreement.

(b) **Payment of Purchase Price.** The Purchase Price shall be paid in the following manner:

(i) Within five (5) business days after the Effective Date, Buyer shall deliver to the Chicago Title Insurance Company office having an address of 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603 (the “**Escrow Agent**”) an earnest money deposit, pursuant to written strict joint order escrow instructions, in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “**Deposit**”) which shall be payable by wire transfer of immediately available United States funds. The Deposit shall be deposited by Escrow Agent in an account at a federally insured depository institution, with the interest thereon (if any) being reported to the Internal Revenue Service based on Buyer’s federal taxpayer identification number, to be held by Escrow Agent in a strict joint order escrow pending Closing or other disbursement in accordance with the terms of this Agreement.

(ii) On the Closing Date, as defined in Section 5(a) below, and subject to the terms of this Agreement, Buyer shall pay to Seller the Purchase Price by wire transfer of immediately available United States funds as directed by Seller. The Deposit shall be applied to the Purchase Price at Closing.

3. **INSPECTION PERIOD; DUE DILIGENCE MATERIALS; TERMINATION.**

(a) **Inspection Period.** Commencing on the Effective Date, and for a period ending sixty (60) days thereafter at 5:00 p.m. Central Standard Time (the “**Inspection Period**”), Buyer and Buyer’s agents shall have the right (upon prior written notice to and coordination with Seller) to enter upon the Property for the limited purpose of performing such non-invasive inspections, studies and tests thereon as Buyer may deem reasonably appropriate, subject to the terms of this Agreement. Prior to any entry onto the Property by Buyer or its agents, Buyer shall provide to Seller written evidence of commercial general liability insurance and property damage insurance coverage for Buyer and all of its agents seeking access to the Property, naming Seller as additional insured, and in such amounts as Seller shall reasonably deem sufficient. Such insurance shall be maintained by Buyer in full force and effect until the earlier of Closing or the termination of this Agreement. Buyer agrees that notwithstanding the foregoing or anything herein to the contrary, Buyer shall have no right to perform a Phase II environmental study on the Property without (i) Buyer first obtaining a Phase I environmental study of the Property which recommends that a Phase II environmental study be performed on the Property, (ii) Buyer providing Seller with a copy of Buyer’s Phase I environmental study and prior written notice of the timing and the scope of the testing, and (iii) Seller approving in writing of a detailed description and plan of the testing that Buyer desires to perform in connection with such Phase II environmental study to be performed on the Property (said approval not to be unreasonably withheld, conditioned or delayed). Buyer acknowledges that it shall assume all risks involved in entering upon the Property for the performance of such activities by Buyer or Buyer’s agents, and shall indemnify, defend and hold Seller harmless from and against all loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses (including but not limited to attorneys’ fees, expert witness fees and court costs) arising out of, related to or caused by such activities. Furthermore, in the event that this Agreement fails to close for any reason whatsoever, Buyer shall, at its sole cost and expense, repair any damage to the Property caused by Buyer’s activities on the Property, and shall return the Property to the condition it was in prior to Buyer’s activities on the Property. Notwithstanding the foregoing, Buyer’s rights under this paragraph are subject to the following limitations, covenants and agreements: (i) prior to any entry onto the Property by Buyer or its agents, Buyer shall give Seller notice at least one (1) business day before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Property; (ii) neither Buyer nor its representatives shall interfere with the use, occupancy or enjoyment of the Property by Seller or other occupants thereof; (iii) neither Buyer nor its agents shall damage the Property or any portion thereof; (iv) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and policies in conducting any of its inspections or testing of the Property; (v) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer’s representatives or agents in connection with any inspection or testing, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within ten (10) days thereafter by satisfying the same (and if Buyer fails to do so, Seller may discharge the same at Buyer’s expense and receive an applicable portion of the Deposit from the Escrow Agent to reimburse Seller therefor); (vi) except as approved by Seller in writing, in no event shall Buyer or Buyer’s representatives or agents have the right to place any materials or equipment on the Property (including without limitation, signs or other advertising material) until after the Closing has occurred; and (vii) Buyer and Buyer’s representatives and agents hereby waive any and all claims against Seller and Seller’s agents for any injury to persons or damage to property arising out of any inspections or other work performed by Buyer or its representatives and agents, including but not limited to any damage to the tools and equipment of Buyer and Buyer’s representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer’s representatives and agents. All inspections, examinations and studies of the Property shall be at Buyer’s sole cost and expense. All of Buyer’s duties and obligations under this

Section 3 shall survive the termination of this Agreement or the closing of the transactions contemplated in this Agreement.

(b) [Intentionally omitted]

(c) Termination Notice. Should Buyer determine during the Inspection Period that Buyer does not desire to purchase the Property, then Buyer may terminate this Agreement by, prior to the expiration of the Inspection Period delivering written notice to Seller of Buyer's desire to terminate this Agreement, and otherwise complying with Buyer's obligations under this Section 3 (collectively, the "**Termination Requirements**"). Should Buyer timely comply with the Termination Requirements, then (i) this Agreement shall thereupon become null, void and of no further effect, (ii) the parties shall be relieved of all obligations hereunder (except for those duties and obligations that expressly survive the termination of this Agreement), and (iii) Escrow Agent shall return the Deposit to Buyer. Should Buyer not timely comply with the Termination Requirements, then this Agreement shall continue in full force and effect, and Buyer shall be deemed to have accepted the condition of the Property and irrevocably waived its right to terminate this Agreement (and to receive a return of the Deposit) for any reason whatsoever other than for (i) Seller's subsequent default hereunder, or (ii) the non-occurrence of the condition to Closing set forth in Section 6 of this Agreement.

#### 4. SURVEY AND TITLE.

(a) Survey. Prior to the expiration of the Inspection Period, Buyer may, at Buyer's option, obtain a survey of the Property (the "**Survey**"). If Buyer obtains a Survey, Buyer shall promptly provide Seller with a copy thereof. Buyer shall have until the expiration of the Inspection Period to approve the Survey or to notify Seller in writing of its objections thereto, if any (the "**Survey Objections**"). Buyer's failure to timely provide Survey Objections to Seller shall be deemed a waiver of Buyer's right to object to any matters related to survey. If Buyer raises any Survey Objections, then Seller may, but shall have no obligation to, cure and remove such Survey Objections on or before the Closing Date at Seller's expense. If Seller notifies Buyer ("**Seller's Survey Notification**") that Seller is unwilling or unable to cure the Survey Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Buyer shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) business days after Buyer's receipt of Seller's Survey Notification, five (5) business days after the expiration of the five (5) business-day period described in the following sentence, or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Buyer's right to terminate under this Section 4(a)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting the Property as it then is and without setoff or reduction in the Purchase Price. In the event that Seller does not deliver a Seller's Survey Notification to Buyer within five (5) business days of Seller's receipt of Survey Objections, Seller shall be deemed to be unwilling and unable to cure the Survey Objections. In the event Buyer shall timely elect to terminate because of an uncured Survey Objection, then Escrow Agent shall return the Deposit to Buyer, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

(b) Title. Prior to the expiration of the Inspection Period, Buyer shall conduct a title examination of the Property and obtain a commitment or binder for issuance of an owner's title insurance policy issued in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5, from the Escrow Agent. Buyer shall have until the expiration of the Inspection Period to provide Seller with written notice of Buyer's objections to the title of the Property, if any (the "**Title Objections**"). Buyer's failure to timely provide Title Objections to Seller shall be deemed a waiver of Buyer's right to object to any matters related to the title to the Property. If Buyer raises any Title

Objections, then Seller may, but shall have no obligation to, cure and remove such Title Objections on or before the Closing Date at Seller's expense. If Seller notifies Buyer ("**Seller's Title Notification**") that Seller is unwilling or unable to cure the Title Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Buyer shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) business days after Buyer's receipt of Seller's Title Notification, five (5) business days after the expiration of the five (5) business-day period described in the following sentence, or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Buyer's right to terminate under this Section 4(b)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting title to the Property as it then is and without setoff or reduction in the Purchase Price. In the event that Seller does not deliver a Seller's Title Notification to Buyer within five (5) business days of Seller's receipt of Title Objections, Seller shall be deemed to be unwilling and unable to cure the Title Objections. In the event Buyer shall timely elect to terminate because of an uncured Title Objection, then Escrow Agent shall return the Deposit to Buyer, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

5. **CLOSING.** Buyer and Seller agree that the Closing shall occur as follows:

(a) **Place and Date of Closing.** The consummation of the transactions contemplated under this Agreement (the "**Closing**") shall occur by mail escrow, via the Escrow Agent, on or before the date that is fifteen (15) days after the expiration of the Inspection Period (the "**Closing Date**"), or such other Closing Date as the parties may, in each party's sole discretion, agree.

(b) **Seller's Instruments.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) A special warranty deed executed by Seller conveying to Buyer fee simple title to the Property (the "**Deed**"), subject to (A) non-delinquent real property taxes and assessments, (B) all easements, covenants, conditions, restrictions and other agreements of record, (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways, (E) municipal, zoning and subdivision laws and ordinances, (F) a restriction (which shall be a perpetual use restriction as to Buyer, but which will be applicable for only two (2) years after the Closing with respect to any person or entity other than Buyer) prohibiting the use of any portion of the Property for any Marijuana Uses, as defined below in this Section 5(b)(i), as used herein "**Marijuana Uses**" will mean any marijuana related activities by Buyer, and its successors and assigns, including but not limited to the possession, sale, cultivation, manufacturing, dispensing or distribution of marijuana for medical or recreational purposes, and/or the sale, manufacturing, dispensing or distribution of paraphernalia for use with marijuana or illicit drugs, and (G) a restriction which will run with the Property for a period of ten (10) years from the Closing Date, prohibiting Buyer, its successors and assigns from operating, constructing on or placing signage relating to or otherwise advertising on or relating to (including but not limited to "Coming Soon" signs) any financial institutions, banks, savings and loans, trust companies, ATM's, automated teller machines or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, brokerages, credit unions, or any type of financial services entity or any entity offering any Banking Services, as defined below in this Section 5(b)(i), on the Property or any portion thereof and from permitting any third party to use, construct or place signage on or otherwise advertise on or related to (including but not limited to "Coming Soon" signs) the Property for or relating to any type of brokerage, mortgage and financial services and Banking Services. As used herein "**Banking Services**" will mean the provision of checking, savings, check



cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. Notwithstanding any term in this Agreement to the contrary, Buyer shall not be restricted from operating machines and devices on the Property which accept payment for parking on the Property. The Deed shall provide that in the event of a breach of such use restrictions, Seller or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach, excluding, however, reversion or transfer of title of the Property to Seller or its successors or assigns. The Deed shall convey the Property to the Buyer with the legal description of the Property as acquired by Seller, and, if the legal description of the Property in the Survey is not identical to the legal description of the Property as acquired by Seller, Seller shall deliver an executed quitclaim deed conveying the Property to the Buyer with the legal description of the Property in the Survey.

(ii) Certificate of Non-Foreign Status.

(iii) A closing statement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iv) Evidence of authority to execute the closing documents required of Seller hereunder and enter into this Agreement.

(v) An ALTA Statement that is necessary for Buyer to obtain a title insurance policy insuring the Property without exception for construction, mechanic's or materialman's liens against the Property, which ALTA Statement shall include a statement as to no property manager with respect to the Property.

(vi) Any required state, county or municipal transfer tax forms.

(vii) Personal Undertaking GAP.

(c) Buyer's Instruments. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following items:

(i) The Purchase Price.

(ii) A closing statement duly executed by Buyer setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iii) Evidence of authority to enter into this Agreement and to execute the closing documents required of Buyer hereunder.

(iv) Any required state, county or municipal transfer tax forms.

6. **CONDITION TO CLOSING**. Buyer's obligation to close on the transaction contemplated in this Agreement is contingent on Seller's performance of its obligations in this Agreement and upon there being no material, adverse change in title to the Property after the expiration of the Inspection Period which is not cured by Seller. In the event that the transaction contemplated herein closes, Buyer hereby expressly agrees that the condition set forth in this Section 6 shall be deemed waived by Buyer.

7. **CLOSING COSTS.** Seller shall pay the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Seller, (b) any transfer tax imposed by any state, county or local authority on the transfer of title, which is normally allocated to sellers, if any, (c) its proportionate share of the expenses to be prorated as set forth in this Agreement and (d) any brokerage commission owed by Seller under this Agreement. Buyer shall pay the following: (a) the cost of preparation of the documents to be delivered by Buyer, (b) the Deed recording fee, (c) the costs of obtaining the Survey, title insurance commitment, title insurance policy, environmental audit and other due diligence reports, (d) its proportionate share of the expenses to be prorated as set forth in this Agreement, (e) any closing fee, escrow fee or similar fee charged by Escrow Agent, (f) any brokerage commission owed by Buyer under this Agreement and (g) any transfer tax imposed by any state, county or local authority on the transfer of title, which is normally allocated to buyers, if any. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

8. **ADJUSTMENTS AND PRORATIONS.** Ad valorem taxes and assessments and other expenses relating to the Property shall be prorated as of the Closing Date, based upon actual days involved. Ad valorem taxes shall be prorated at a rate of One Hundred Five Percent (105%) of the most recently available full year bill as of the Closing Date (assuming the greatest discount for the earliest possible payment thereof). To the extent that the actual amounts of such charges and expenses referred to in this paragraph are unavailable at the Closing Date, the closing statement shall be based upon estimated amounts, and a readjustment of these items shall be made upon the request by either party to this Agreement within thirty (30) days after the Closing Date.

Seller and Buyer hereby agree that if ad valorem taxes for the Property for the year of Closing may be paid at Closing, the same shall be paid at Closing. In the event that such ad valorem taxes for the year of Closing cannot be paid at Closing, then the parties shall prorate said taxes in accordance with this Section 8, and Buyer shall thereafter pay said ad valorem taxes for the Property for the year of Closing before said taxes become delinquent. Buyer agrees to, and hereby does, indemnify and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Buyer's failure to timely pay said taxes in accordance with the preceding sentence. Buyer's obligations under this paragraph shall survive Closing.

Notwithstanding anything herein to the contrary, in the event that Seller has heretofore protested or appealed, or, prior to the Closing Date, protests or appeals, the ad valorem taxes for the Property or the tax valuation of the Property for the year of Closing or a prior year: (a) Seller shall have the continued right, but not the obligation, to continue to prosecute such protest or appeal after Closing, and Buyer shall cooperate with Seller's reasonable requests in connection with the same; and (b) if such protest or appeal results in a reduction in the ad valorem taxes payable, such that Buyer or Seller receives (in the form of a refund, credit, or otherwise) any amounts as a result of such protest, such amounts will be (1) due and owing solely to Seller (and promptly paid by Buyer to Seller, in event received by Buyer) to the extent relating to any year prior to the year of Closing and (2) shared between Seller and Buyer, on a pro rata basis based upon the Closing Date, to the extent relating to the year of Closing, but Buyer shall also be obligated to reimburse Seller for Buyer's pro rata share of the costs incurred by Seller in pursuing such protest or appeal. Buyer acknowledges and agrees that any "rollback" or similar taxes, or any increases in taxes (whether for periods before or after the Closing Date) imposed because of a change in use or ownership of the Property shall be the sole and exclusive responsibility of Buyer, and that Seller shall have no obligation in connection therewith.

Notwithstanding the foregoing, no prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer. Notwithstanding the foregoing, final readings and final billings for utilities will be made as of the Closing Date, and all utilities consumed on the Property before the Closing Date shall be at Seller's expense. Seller will be entitled to all deposits

presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers.

9. **DELIVERY OF POSSESSION; CASUALTY.** Possession of the Property will be delivered to Buyer on the Closing Date. If prior to the Closing Date there shall occur damage to the Property caused by fire or other casualty, then the Closing shall take place as provided herein, and Seller shall assign to Buyer all rights to insurance proceeds and claims, if any, available as a result of such destruction or damage.

10. **CONDEMNATION.** If, prior to the Closing Date, all or any part of the Property is taken by any governmental authority under its power of eminent domain, Buyer shall take title to the Property at Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid to Seller prior to Closing).

11. **DEFAULT; REMEDY.**

If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Buyer shall have the option, as its sole and exclusive remedy, to (a) waive such default, (b) terminate this Agreement by written notice to Seller and upon such termination receive the Deposit, or (c) if and only if, Seller's default is a refusal by Seller to convey the Property to Buyer as required by this Agreement, then Buyer shall have the right to sue Seller for specific performance of this Agreement. Under no circumstances shall Seller be liable to Buyer for damages, whether actual, consequential, punitive, speculative, or otherwise.

If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller shall have the option to (a) terminate this Agreement by written notice to Buyer and upon such termination the Deposit shall immediately be paid to Seller or (b) in addition to and not to the exclusion of the remedy in (a) above, bring an action against Buyer for monetary damages, which monetary damages shall in no event exceed the amount of the Deposit. The foregoing limitation on monetary damages shall not limit or impair the indemnities owed by the Buyer to the Seller in this Agreement.

Except as expressly provided herein, if either Buyer or Seller elects to obtain from Escrow Agent the Deposit as set forth above, upon termination of this Agreement and Escrow Agent's disposition of the Deposit pursuant to the terms of this Section 11, this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall thereafter have any rights, duties, liabilities, or obligations whatsoever hereunder (except for those rights, duties, liabilities, or obligations that are stated herein to survive the termination of this Agreement).

12. **INTENTIONALLY DELETED.**

13. **ESCROW AGENT.** The parties agree that Escrow Agent shall have no liability under this Agreement except to account for the Deposit as specified herein, and except for Escrow Agent's gross negligence. Without limiting the generality of the foregoing, Escrow Agent shall not be liable for any loss or damage resulting from any of the following: any defects or conditions of title to the Property; the legal effect of any instrument exchanged by the parties hereto; any default, error, action or omission of any other party; any good faith act or forbearance by Escrow Agent; any loss or impairment of the funds deposited in escrow in the course of collection or while on deposit with a trust company, bank,

savings bank or savings association resulting from failure, insolvency or suspension of such institution or while in transit by wire transfer or otherwise; or Escrow Agent complying with any legal process, writs, orders, judgments and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed. Upon disbursement of the Deposit, Escrow Agent shall be relieved of all further liability and responsibility in connection with this Agreement and the escrow. In the event any demand is made upon Escrow Agent concerning the Deposit, or at any time for any cause or for no cause, Escrow Agent, at its election and in its sole discretion, may cause the Deposit to be delivered to a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead Seller and Buyer by an action brought in any such court. Deposit by Escrow Agent into such court of the Deposit shall relieve Escrow Agent of all further liability and responsibility in connection with this Agreement and the escrow.

14. **MISCELLANEOUS.** It is further agreed as follows:

(a) **Notice.** All notices, demands, requests, consents, approvals or other communications (the “**Notices**”) required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via FedEx or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), or (ii) three (3) business days after being placed in the United States Mail as aforesaid.

Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

<b>To Seller:</b>	Fifth Third Bank 38 Fountain Square Plaza MD 10ATA1 Cincinnati, Ohio 45263 Attn: Senior VP Enterprise Workplace Services
<b>With copies to:</b>	Fifth Third Bank 1500 N. Main Street MD G24721 Wheaton, IL 60187 Attn: Chad Pendlay  And:  Todd Burbank, Esq. Kilpatrick Townsend & Stockton LLP 214 N. Tryon Street, Suite 2400 Charlotte, NC 28202-2381
<b>To Buyer:</b>	Village of River Forest 400 Park Avenue River Forest, IL 60305 Attention: Eric Palm

<b>With a copy to:</b>	Klein, Thorpe and Jenkins, Ltd. 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606 Attention: Gregory T. Smith
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(b) Brokerage. Brokerage. Buyer represents and warrants to Seller that Buyer has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Seller represents and warrants to Buyer that Seller has not engaged any broker or brokerage company other than CBRE, Inc. (the "**Seller's Broker**") in connection with the proposed sale of the Property to Buyer. Seller agrees to pay a sales commission to Seller's Broker as required by a separate agreement between Seller and Seller's Broker and to indemnify and hold Buyer harmless from any liability, claim, damage or cost relating thereto. In the event of any claims for brokers', agents' or finders' fees or commissions by any person or entity other than the Seller's Broker in connection with the negotiation, execution or consummation of this Agreement, the party on whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim, including without limitation attorneys' fees and costs. The provisions of this paragraph shall survive Closing or termination of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

(d) Binding Effect. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the parties hereto.

(e) Assignment. Buyer's rights hereunder may not be assigned in whole or in part without the prior written consent of Seller. In the event of a permitted assignment, Buyer shall not be relieved of any of its duties, obligations or liabilities hereunder, instead Buyer, as assignor, and Buyer's assignee shall therefore be jointly and severally liable hereunder. Any attempted assignment or transfer in violation of this provision shall be null and void.

(f) Captions; Gender. Captions are included solely for convenience of reference and shall not be considered in the interpretation of this Agreement. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used herein, such gender shall be used as the context deems appropriate.

(g) Time is of the Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

(h) Survival. Except as otherwise expressly provided herein, no term, provision, condition, obligation, representation or warranty set forth herein shall survive the Closing or earlier termination of this Agreement.

(i) Confidentiality. Buyer acknowledges that the parties may become privy to confidential information of each other, in addition to information regarding certain physical characteristics of the Property learned by Buyer in the course of its examination of the Property. The parties therefore agree to take all steps to ensure that any information with regard to the other, the Property and/or to this transaction, which information is obtained by a party or any of its employees, officers, agents, counsel, accountants or representatives, shall remain confidential and shall not be disclosed or revealed to outside sources, subject to required disclosures of such information under federal, state and local laws, regulations, ordinances, resolutions and directives, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* The provisions of this paragraph shall survive termination of this Agreement.

(j) Governing Law. This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Illinois.

(k) Property Sold "As Is". IT IS UNDERSTOOD AND AGREED BY BUYER THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND IT SPECIFICALLY DISCLAIMS AND NEGATES ANY AND ALL COVENANTS, WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (I) MATTERS OF TITLE, (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER, RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER, AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREAS, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (V) DRAINAGE, (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE, (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (IX) USAGE OF ADJOINING PROPERTY, (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (XI) THE VALUE, COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, SIZE, LOCATION, LAND USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (XII) COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, CODES OR SIMILAR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS, (XIII) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND, (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENT AFFECTING THE PROPERTY, (XVII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), (XVIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE

AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS), (XIX) THE INCOME TO BE DERIVED FROM THE PROPERTY, OR (XX) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS." BUYER HAS FULLY REVIEWED THE DISCLAIMER AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER HEREBY RELEASES SELLER FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH BUYER OR ANY PARTY RELATED TO OR AFFILIATED WITH BUYER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, AND ANY ENVIRONMENTAL CONDITIONS AT, IN, OR UNDER THE PROPERTY, AND BUYER WILL NOT LOOK TO SELLER IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND DEALING WITH REAL ESTATE, THAT ENABLES BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

(l) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(m) Counterparts; Facsimile/Electronic Mail. This Agreement may be executed via facsimile or email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(n) Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

(o) Patriot Act. Buyer hereby represents and warrants: (i) that none of the funds used by Buyer for payment of the Purchase Price of the Property are subject to any of the following laws of the United States: 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture); 18 U.S.C. §§ 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the “**USA Patriot Act**”); and (ii) that Buyer is not a person or entity with whom United States citizens are restricted from doing business with under the regulations of the Office of Foreign Asset Control (“**OFAC**”) of the United States Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, fines, penalties and forfeitures arising out of or resulting from any such representation of Buyer that is false, such indemnity to include payment of all costs of Seller in defending against any of the foregoing, including reasonable attorney fees.

(p) No Reliance on Documents. Except as expressly stated herein, the parties make no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by the party or its agents to the other party in connection with the transaction contemplated hereby. The parties acknowledge and agree that all materials, data and information delivered by the party to the other party in connection with the transaction contemplated hereby are provided to the other party as a convenience only and that any reliance on or use of such materials, data or information by the other party shall be at the sole risk of the other party, except as otherwise expressly stated herein. Neither party nor any of its members, nor the person or entity which prepared any report or reports delivered by the party to the other party, shall have any liability to the other party for any inaccuracy in or omission from any such reports.

(q) Jury Trial. Buyer hereby knowingly and voluntarily waives the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Property or this Agreement.

(r) No Recording. This Agreement shall not be recorded by Buyer in the real estate records of the county where the Property is located, or otherwise.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]



**IN WITNESS WHEREOF**, each of the undersigned have caused this Agreement to be executed on its behalf by its members, officers or agents thereunto on the dates below, but effective as of the Effective Date first above written.

SELLER:

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BUYER:

**VILLAGE OF RIVER FOREST, ILLINOIS,**  
an Illinois non-home rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



## Village of River Forest

Village Administrator's Office

400 Park Avenue

River Forest, IL 60305

Tel: 708-366-8500

### MEMORANDUM

Date: June 20, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: 516 Park Settlement Agreement

**Issue:** Attached please find a Resolution with as settlement agreement for the ongoing matter at 516 Park Avenue.

**Analysis:** As you know, the Village filed a complaint in the 4<sup>th</sup> Circuit Court District regarding the building code and life safety violations that were discovered as a result of a fire at 516 Park Avenue. The incident took place in March 2017. There was an illegal dwelling unit in the basement where one individual died in the fire. The Village was preparing to go to trial on this matter in the coming months; however, the property owner and his attorney sought a settlement on this matter. After discussions and negotiations, a settlement was reached as reflected in the attached agreement.

As you will see, amongst other conditions, the property owner will pay \$100,000 to settle this matter. The Village will use those funds to essentially reimburse itself for legal fees incurred to date (approximately \$50,000). Of the remaining funds, because these funds came through a settlement due to a horrific fire, Staff is recommending a portion of those funds be used towards certain initiatives and grants provided to local non-profits as follows:

1. River Forest Senior Initiatives - \$10,000 – The Village would like to use these funds towards a program to help low income qualifying seniors assistance with snow removal on sidewalks and front walks during the winter months. The funds would be specifically used to hire contractor to do said work.
2. Micro Grants to Local Non-Profits - \$10,000
  - a. THRIVE - \$2,500
  - b. Sarah's Inn - \$2,500
  - c. OPRF Infant Welfare Society - \$2,500
  - d. Amity School Children's Aid - \$2,500

**Recommendations:** First, consider a MOTION to approve a Resolution Authorizing a Compliance and Settlement Agreement for 516 Park. Further, consider a MOTION to concur with the Staff recommendation and direct the Village Administrator (under his purchasing/spending authority) to use a portion of the proceeds of the settlement as follows: \$10,000 to be utilized for a senior snow removal program; \$2,500 to THIRVE; \$2,500 to Sarah's Inn; \$2,500 OPRF Infant Welfare Society; and \$2,500 Amity School Children's Aid.

**Attachment**

Resolution w/Settlement Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A COMPLIANCE AND SETTLEMENT AGREEMENT  
(516 PARK AVENUE, RIVER FOREST, ILLINOIS)**

**WHEREAS**, the Village of River Forest ("Village") is an Illinois municipal corporation organized under the Illinois Constitution and the laws of the State of Illinois; and

**WHEREAS**, on February 13, 2018, the Village filed a "Verified Complaint for Fines" in the Circuit Court of Cook County in case 2017 M4 1690, styled as *Village of River Forest v. Chicago Title Land Trust Company, as trustee under the provisions of a trust agreement dated October 9th, 2000 and known as trust number 1108966, Gregg J. Kuenster a/k/a Gregg Kuenster, and Songliu R. Kuenster a/k/a Songliu Kuenster* ("Lawsuit"); and

**WHEREAS**, in the Lawsuit, the Village sought an award of daily fines for significant violations of the Village Code at the property commonly known as 516 Park Avenue, River Forest, Illinois, related to (i) a basement dwelling therein, (ii) a fire that occurred therein on March 26, 2017 and (iii) the death of Elpidio Flores Pelaez in the fire; and

**WHEREAS**, the Village desires to enter into the "Compliance and Settlement Agreement (516 Park Avenue, River Forest, Illinois)," a copy of which is attached hereto as **EXHIBIT A** and made a part hereof ("Agreement"), which resolves and settles the Lawsuit; and

**WHEREAS**, the President and Board of Trustees of the Village find that approval of the Agreement best serves the public's health, safety and welfare;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** That the Village Administrator of the Village of River Forest, Cook County, Illinois, is hereby authorized to execute for, and on behalf of said Village of River Forest, the Agreement and all other documents related thereto. The Village Administrator of the Village of River Forest is authorized to take all actions necessary to perform the obligations of the Village of River Forest in the Agreement.

**SECTION 3:** That this Resolution shall be effective immediately from and after its passage and approval.

**ADOPTED** this 24th day of June, 2019, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this 24th day of June, 2019, by the Village President of the Village of River Forest, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Catherine Adduci, Village President

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

**EXHIBIT A**  
**AGREEMENT**  
(attached)

**COMPLIANCE AND SETTLEMENT AGREEMENT  
(516 PARK AVENUE, RIVER FOREST, ILLINOIS)**

This **COMPLIANCE AND SETTLEMENT AGREEMENT (516 PARK AVENUE, RIVER FOREST, ILLINOIS)** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between Gregg J. Kuenster a/k/a Gregg Kuenster, Songliu R. Kuenster a/k/a Songliu Kuenster, Chicago Title Land Trust Company, as trustee under the provisions of a trust agreement dated October 9th, 2000 and known as trust number 1108966 and the Village of River Forest, an Illinois municipal corporation ("Village"). Gregg J. Kuenster, Songliu R. Kuenster, Chicago Title Land Trust Company, as trustee under the provisions of a trust agreement dated October 9th, 2000 and known as trust number 1108966 and the Village are individually a "Party" or together the "Parties."

**RECITALS**

A. Chicago Title Land Trust Company, as trustee under the provisions of a trust agreement dated October 9th, 2000 and known as trust number 1108966 ("Trust") holds title to 516 Park Avenue, River Forest, Illinois ("Subject Property"), which is legally described as:

THE SOUTH 25 FEET OF LOT 21 AND THE NORTH 17 FEET OF LOT 22 IN BLOCK 2 IN GERT'S RESUBDIVISION OF PARTS OF BLOCKS 9 AND 10 IN LATHROP AND SEAVERN'S ADDITION TO RIVER FOREST IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 15-12-108-051-0000 and 15-12-108-052-0000.

B. Gregg J. Kuenster is the beneficiary of the Trust.

C. Songliu R. Kuenster is the wife of Gregg J. Kuenster and resides at, and/or maintains an interest in, the Subject Property.

D. Gregg J. Kuenster, Songliu R. Kuenster and the Trust (together the "Owners") control and maintain the Subject Property.

E. The Subject Property consists of a two story frame multifamily building ("Building"), which consisted of three (3) dwelling units at all relevant times.

F. The Owners acknowledge that the Building was in substantial noncompliance with the Village of River Forest Village Code and Zoning Ordinance (together the "Village Code"), since at least March 18, 2014 through at least March 26, 2017.

G. On or before March 18, 2014, the basement of the Building was converted into a dwelling unit ("Basement Dwelling").

H. The Basement Dwelling was created and maintained without Village permission.

I. The Basement Dwelling caught fire on or around March 26, 2017, which spread throughout portions of the Building.

J. Elpidio Flores Pelaez died in the fire on the Subject Property.

K. The Village inspected the Subject Property on March 26, 2017 and April 17, 2017, and found the Subject Property, and the Building thereon, to be in substantial non-compliance with the Village Code.

L. Dozens of violations of the Village Code relative to the Subject Property and the Building were observed during those inspections ("Violations").

M. The Owners violated the Village Code by allowing the nonconforming and unpermitted use of the Basement Dwelling and by otherwise not maintaining the Subject Property in compliance with the Village Code.

N. The Violations on the Subject Property posed a threat to the life and safety of the community, and resulted in a fire in the Basement Dwelling and in the related death of the individual residing in the basement area of the Building.

O. By violating the Village Code, the Owners are each jointly and severally potentially liable to the Village for fines in excess of Eleven Million and No/100 Dollars (\$11,000,000.00) for the Violations.

P. On February 13, 2018, the Village filed a "Verified Complaint for Fines" in the Circuit Court of Cook County against the Owners, in case 2017 M4 1690, styled as *Village of River Forest v. Chicago Title Land Trust Company, as trustee under the provisions of a trust agreement dated October 9th, 2000 and known as trust number 1108966, Gregg J. Kuenster a/k/a Gregg Kuenster, and Songliu R. Kuenster a/k/a Songliu Kuenster* ("Lawsuit").

Q. In the Lawsuit the Village seeks an award of daily fines for the Violations, and such other further relief as the court deems just and necessary.

R. It is the desire of the Owners and the Village to compromise and settle all disputed civil issues and claims between them that were made or could have been made and arising out of the Violations and the Lawsuit, and to achieve a mutually acceptable resolution of their respective claims without further expense, inconvenience, uncertainty and delay.

## **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the Owners and the Village agree as follows:

1. Recitals. The foregoing recitals are incorporated as though fully set forth herein.



2. Acknowledgment. The Owners and the Village acknowledge that they are entering into this Agreement based upon their own investigation, advice of counsel and their own free will.

3. Owners' Duties. The Owners are jointly and severally obligated to:

a. Pay a fine of One Hundred Thousand and No/100 Dollars (\$100,000.00) to the Village within forty-five (45) calendar days of the Effective Date ("Settlement Payment").

b. Use the Subject Property for a single family use.

c. Not use the Subject Property for a multiple-dwelling use.

d. Only allow, permit, encourage, reestablish, repair, rebuild, or otherwise take actions in furtherance of a single family use on the Subject Property.

e. Not allow, permit, encourage, reestablish, repair, rebuild, or otherwise take actions in furtherance of a multiple-family dwelling use on the Subject Property.

f. Rehabilitate and repair the basement of the Building into a legal conforming use.

g. Resolve the Violations and not allow the Violations to reoccur on the Subject Property.

h. Not reestablish the Basement Dwelling.

i. Comply with all Village Code requirements regarding the Subject Property.

j. Not violate any Village Code requirement regarding the Subject Property.

k. In addition to the Village's general inspection authority, allow the Village to inspect the Subject Property at any reasonable time without notice.

4. Breach and Remedy.

a. The Owners and the Village agree that a breach of this Agreement has occurred if any Owner fails to comply with any term of this Agreement.

b. If any Owner breaches this Agreement, in addition to all other remedies available to the Village in this Agreement, at law, or in equity:

i. For each breach, the Owners shall all be jointly and severally liable to the Village in the amount of One Thousand and No/100 Dollars (\$1,000.00) as

liquidated damages due to the difficulty in calculating the amount of damages resulting to the Village from such breach, in addition to the amounts of any citations issued by the Village related to the breach.

ii. The Village may pursue the Violations against any or all of the Owners and the Village may reinstate the Lawsuit against any or all of the Owners or may commence a new lawsuit against any or all of the Owners, in the Village's sole discretion.

iii. For each breach, the Owners shall all be jointly and severally liable for the breach by any other Owner.

5. Release and Discharge.

a. Upon the execution of this Agreement, the Owners shall forever release and discharge the Village, its elected officials, appointed officials, employees and agents from any and all civil claims, injuries, demands, liabilities, expenses or damages of whatever kind, nature or description whether known or unknown, suspected or unsuspected or hereafter discovered, whether in civil law or in equity, upon contract or tort, or under State or Federal law or local laws which it may have had, now has, or hereafter may have, or claim to have, or assert against them as a result of any actions or omissions of Village, which occurred or could have occurred in matters relating to the Owners, the Violations, the Subject Property, the Basement Dwelling, or any other matter addressed in this Agreement, or that the Owners have raised, or could have raised, in the Lawsuit.

b. Upon payment of the Settlement Payment, the Village shall release and discharge the Owners from the Violations, subject to reinstatement of the Violations in Section 4.b.ii. above.

c. Within thirty (30) days of payment of the Settlement Payment, the Village shall voluntarily dismiss the Lawsuit without prejudice, with each Party to bear its own fees and costs. The Village may reinstate the Lawsuit, or commence a new lawsuit, if the Owners breach this Agreement.

6. Notice. Notices required under this Agreement shall be sent via first class mail to the following:

If to Owners:

Gregg J. Kuenster, Songliu R. Kuenster, Chicago Title Land Trust  
Company, as trustee under the provisions of a trust agreement  
dated October 9th, 2000 and known as trust number 1108966  
516 Park Avenue  
River Forest, Illinois 60305

If to Village:

Eric Palm, Village Administrator  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attn: Gregory T. Smith

7. Governing Law. This Agreement and all performance hereunder shall be governed by the laws of the State of Illinois.

8. Integration. This Agreement constitutes the entire agreement of the Parties and all prior representations and discussions are merged and incorporated herein. This Agreement may not be amended absent a writing evidencing such an amendment executed by all the Parties.

9. Representation. All Parties acknowledge and represent that in reviewing this Agreement and the terms of this Agreement, they have carefully read this Agreement and discussed it with legal counsel of their choice, they understand its contents and that they have executed it as their own free and voluntary act. Each Party acknowledges that it has the necessary authority to enter into this Agreement and to bind itself to the terms hereof.

10. Term. This Agreement shall be in full force and effect until the later of the payment of the Settlement Payment or December 31, 2021, unless otherwise terminated earlier by the Village in its sole and absolute discretion.

11. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by Owners unless the Village, in the exercise of its sole and absolute discretion, consents in writing to such assignment.

12. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

13. Venue. Any court proceedings between the Parties hereto shall be brought in the Circuit Court of Cook County, Illinois. In any court proceedings between the Parties hereto, the Owner shall pay the Village's reasonable attorneys' fees and court costs.

14. Recording and Successors in Interest. This Agreement shall be recorded on title to the Subject Property by the Village at the Village's expense. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors. This Agreement shall run with title to the Subject Property and subsequent owners of the Subject Property shall be bound by its terms to the same extent as the Owners, however the Owners as of the Effective Date shall not be released from their obligations under this Agreement in the event title to the Subject Property is conveyed or in the event the beneficiary, or beneficiaries of the Trust change, and the Owners as of the Effective Date shall remain bound to the obligations of this Agreement until its termination.

15. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon the other Parties imposed, shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

16. Counterparts. This Agreement may be executed in counterparts, each of which, taken together, shall constitute one and the same instrument.

17. Effective Date. The Effective Date of this Agreement shall be date on which the Village Administrator executes this Agreement, which date shall be inserted into the first paragraph hereof.

18. No Admission of Wrongdoing. The Parties agree that nothing in this Agreement is an admission by any Party hereto of any wrongdoing, either in violation of an applicable law or otherwise, and that nothing in this Agreement is to be construed as such by any person.

19. No Prohibition on Future Attempts to Obtain Conforming or Non-Conforming Two-Unit Status. The parties agree that nothing in this Agreement will be construed to prohibit the Owners from applying to the Village to obtain a Certificate of Compliance for the subject property as a legal or legal non-conforming two-unit residence either during the pendency of this Agreement or thereafter.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



## Village of River Forest

### Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

## MEMORANDUM

Date: June 18, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Lisa Scheiner, Assistant Village Administrator

Subj: Zoning Process Public Notices

Issue: The Village Board has directed Trustee Henek to lead an initiative to standardize and improve the written notices sent to Village residents regarding various zoning review and approval processes. This matter is now being brought back to the Village Board of Trustees for review, comment, and approval.

Analysis: The Village's Zoning Ordinance and in some cases Illinois State statutes provide the minimum notice requirements for various zoning processes such as major and minor variations, text amendments, special use applications and planned development applications. While the Village's public notice procedures have always met minimum State and Village requirements, there are opportunities to improve these notices to help educate residents regarding the zoning review processes that may be underway and assist residents how they may participate in the process. Trustee Henek has led efforts to review and improve public notices.

Enclosed please find the following draft notices that are intended to be sent to neighboring property owners and adapted for the Village's website and social media sites. In the case of the text amendment notice, no neighbor notice is sent; however, the newspaper notice will be adapted for use on the Village's website and social media sites.

- 1) Minor zoning variations
  - a) Notice of Pending Application
- 2) Major zoning variations
  - a) Notice of Public Hearing
  - b) Notice of Village Board meeting
- 3) Text Amendments
  - a) Newspaper Notice
- 4) Special Use Permits
  - a) Notice of Neighbor Meeting
  - b) Notice of Public Hearing
  - c) Notice of Village Board Meeting
- 5) Planned Development Permits

- a) Notice of Neighbor Meeting
- b) Notice of Public Hearing
- c) Notice of Village Board Meeting

In addition to the public notices, staff will add additional informational pieces to the Village's website including process flowcharts and FAQs for the major variation and special use permit application processes. These documents will be modeled after the flowchart and FAQs that are already online regarding the Planned Development process.

Please note that these improvements are being suggested as a matter of best practice and the Zoning Ordinance is not being amended at this time to include additional notice requirements. Any modifications to the Zoning Ordinance to modify the public notice requirements would constitute a text amendment and trigger a public hearing process.

Recommendation: Motion to approve the revised zoning process public notices.



## PUBLIC NOTICE: APPLICATION FOR MINOR ZONING VARIATION VILLAGE OF RIVER FOREST

Public Notice is hereby given that {owners}, owner(s) of the property at {address}, has/have submitted an application for a minor variation in accordance with Section {insert section} of the Zoning Ordinance for the purpose of {insert purpose here}. Section {insert section identifying category of minor variation} can allow {describe minor variation category} through the Minor Variation procedure. You are receiving this notice because our records indicate that you own property within 250 feet of the subject property.

Section {insert section} of the Zoning Ordinance requires {insert requirements}. {Insert description of conditions giving rise to the need for a minor variation}.

You are welcome to submit written comments to the Village regarding the merits or potential impact of the requested minor variation. A copy of the application is available at Village Hall and on the Village's website at [www.vrf.us/zoningvariation](http://www.vrf.us/zoningvariation). **All written comments must be received by Clifford Radatz, Building Official, within 15 days of the date of this notice or by {date, time} in order to be considered by the Zoning Administrator when determining whether the minor variation should be granted.** You may also contact Mr. Radatz via email at [cradatz@vrf.us](mailto:cradatz@vrf.us) or by calling him at (708) 366-8500 if you have any questions about this application or the minor variation process. Minor variations do not require a public hearing by the Zoning Board of Appeals nor any action by the Village Board of Trustees. The Zoning Administrator will notify the property owner regarding his decision after the public comment period has closed. If you wish to be informed of the decision, please contact Mr. Radatz.

Sincerely,  
Clifford Radatz  
Secretary, Zoning Board of Appeals

The legal description of the property at {Address} is as follows: {INSERT LEGAL DESCRIPTION IN CAPITAL LETTERS}



## PUBLIC HEARING NOTICE: APPLICATION FOR MAJOR ZONING VARIATION ZONING BOARD OF APPEALS, RIVER FOREST, ILLINOIS

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals (ZBA) of the Village of River Forest, County of Cook, State of Illinois, on Thursday, {date} at 7:30 p.m. in the First Floor Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois on the following matter:

The ZBA will consider an application for a major zoning variation submitted by {owners}, owners of the property at {Address}, who are proposing to {describe project}.

The applicants are requesting a major variation to Section {insert section} of the Zoning Ordinance for the purpose of {insert purpose here}.

You are receiving this notice because our records indicate that you own property within 250 feet of the subject property.

A copy of the application and meeting agenda will be available to the public at Village Hall and on the Village's website at [www.vrf.us/zoningvariation](http://www.vrf.us/zoningvariation) no less than 15 days prior to the public hearing. The Zoning Board of Appeals meeting packet will also be available at [www.vrf.us/meetings](http://www.vrf.us/meetings) no less than 48 hours prior to the public hearing.

You are welcome to review the application, send correspondence, attend the public hearing, submit evidence, and provide testimony at the public hearing. **For your comments to be considered by the ZBA and Village Board of Trustees in their decision, they must be included as part of the public hearing record.** If you cannot attend the public hearing but would like to provide input on this matter to the Zoning Board of Appeals you may submit your comments in writing, to Clifford Radatz, Building Official, no later than 12:00 Noon on the date of the public hearing at [cradatz@vrf.us](mailto:cradatz@vrf.us) or by mailing them to 400 Park Avenue, River Forest, IL 60305. You are also welcome to contact Mr. Radatz at 708-366-8500 if you have any questions. In preparing your comments to the ZBA, please discuss whether or not you believe the application meets the standards that the ZBA must consider when reviewing the application. Those standards are:

1. The physical surroundings, shape, or topographical conditions of the specific property involved will bring a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out;
2. The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of this Zoning Title, for which no compensation was paid;
3. The conditions upon which the petition for variation is based may not be applicable generally to other property within the same zoning classification;
4. The purpose of the variation is not based predominantly upon a desire for economic gain;
5. The granting of the variation shall not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located; or,
6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood;
7. That the granting of the variation would not unduly tax public utilities and facilities in the area;
8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.



Once the ZBA concludes the public hearing, its members will make a recommendation to the Village Board of Trustees whether the variation should be granted. You will receive notice no less than seven days prior to the date of the Village Board Meeting where the zoning variation application and ZBA's recommendation will be considered.

Sincerely,  
Clifford Radatz  
Secretary, Zoning Board of Appeals

The legal description of the property at {Address} is as follows: {INSERT LEGAL DESCRIPTION IN CAPITAL LETTERS}

DRAFT



**PUBLIC NOTICE: VILLAGE OF RIVER FOREST BOARD OF TRUSTEES  
CONSIDERATION OF APPLICATION FOR MAJOR ZONING VARIATION  
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that on Monday, {date} at 7:00 p.m. in the First Floor Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, the Village Board of Trustees will consider the recommendation of the Zoning Board of Appeals (ZBA) regarding an application for a major zoning variation at {Address}.

{Insert name(s)}, owner(s) of the property at {Address}, are proposing to {describe project}. The applicants are requesting a variation to Section {insert section} of the Zoning Ordinance for the purpose of {insert purpose here}.

You are receiving this notice because our records indicate that you own property within 250 feet of the subject property.

On {date}, the ZBA held a public hearing regarding the requested variation(s) and voted \_- in favor of recommending to the Village Board of Trustees that the variation(s) be {insert ZBA recommendation and any conditions of approval here}. The public hearing has been closed and the Village Board is required to consider the ZBA's recommendation.

You are welcome to review the application and attend the Village Board Meeting. A copy of the application is available on the Village's website at [www.vrf.us/zoningvariation](http://www.vrf.us/zoningvariation). Additional information regarding this application, including the ZBA's report, recommendation, Findings of Fact, and meeting minutes, will be available as part of the Village Board's meeting packet, which is available at [www.vrf.us/meetings](http://www.vrf.us/meetings), no less than 48 hours prior to the Village Board Meeting.

If you cannot attend the Village Board Meeting but would like to submit comments to the Village Board, send your written comments, via letter or email, to: Clifford Radatz, 400 Park Avenue, River Forest, Illinois 60305, [cradatz@vrf.us](mailto:cradatz@vrf.us), no later than 12:00 Noon on the date of the Village Board meeting. Any questions regarding the major zoning variation process can be directed to Mr. Radatz via email or by calling (708) 366-8500.

Sincerely,  
Clifford Radatz  
Secretary, Zoning Board of Appeals



**PUBLIC HEARING NOTICE: APPLICATION FOR TEXT AMENDMENT TO  
VILLAGE OF RIVER FOREST ZONING ORDINANCE  
ZONING BOARD OF APPEALS, RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, Cook County, Illinois, on Thursday, {date} at 7:30 p.m. in the First Floor Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, to consider the following amendment(s) to the Village's Zoning Ordinance:

1. A Text Amendment to {insert Section} of the Zoning Ordinance regarding {insert description}; and
2. A Text Amendment to {insert Section} of the Zoning Ordinance regarding {insert description}; and
3. A Text Amendment to {insert Section} of the Zoning Ordinance regarding {insert description}; and

The petitioner for the Text Amendment(s) is {insert petitioner's name and address}.

{Insert the following language if the petitioner is the Village:} This public hearing is being held pursuant to direction given by the Village Board of Trustees for the Zoning Board of Appeals to consider these amendments. For additional information visit [www.vrf.us](http://www.vrf.us).

{Insert the following language if the petitioner is *not* the Village:} This public hearing is being held pursuant to a petition being filed by one or more owners of real estate in the Village having initiated an amendment by submitting a written petition. To view a copy of the petition visit [www.vrf.us](http://www.vrf.us).

All are welcome to review the proposed text amendments, to send correspondence, attend the public hearing, submit evidence, and provide testimony at the public hearing. **For your comments to be considered by the Zoning Board of Appeals and the Village Board of Trustees in their decision, they must be included in the public hearing record.** If you are unable to attend the public hearing but would like to provide input on this matter to the Zoning Board of Appeals you may submit your comments in writing, to Clifford Radatz, Building Official, no later than 48 hours prior to the public hearing at [cradatz@vrf.us](mailto:cradatz@vrf.us) or by mailing them to 400 Park Avenue, River Forest, IL 60305. You are also welcome to contact Mr. Radatz via email at [cradatz@vrf.us](mailto:cradatz@vrf.us) or by calling (708) 366-8500 if you have any questions.

Sincerely,  
Clifford Radatz  
Secretary, Zoning Board of Appeals

**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC NOTICE: MEETING WITH NEIGHBORING PROPERTY OWNERS  
REGARDING A SPECIAL USE PERMIT APPLICATION**

The purpose of this letter is to notify you that {Applicant Name} intends to file an application with the Village of River Forest for a Special Use permit for the purpose of {describe project} at {Address(es) of Project Site}, which is located at {location description}. You are receiving this notice because our records indicate that you own property within 500 feet of the site. You are hereby invited to attend a meeting with the applicant to discuss the project and its impact on area residents.

The meeting will be held:

Date & Time: {Meeting Date & Time}

Location: {Meeting Location; include a map or a web address for a location map, if needed}

The Village's Zoning Ordinance contains a land use chart that identifies which uses are permitted or prohibited in each zoning district, and which uses require a Special Use permit. Certain uses, depending on their specific characteristics or the services they provide, cannot be permitted in a particular district without consideration of the impact upon the neighboring properties, and whether there is a public need for such particular use at the proposed location. Prior to filing a Special Use permit application, the Village is requiring the applicant to meet with neighboring property owners to discuss this matter at a public meeting.

All interested parties are invited to attend this public meeting and will be given an opportunity to be heard. If you are unable to attend this meeting but wish to submit questions or comments, please contact {contact name} of {Company Name} at {Phone Number} or via email at {Email Address} or Lisa Scheiner, Assistant Village Administrator at the Village of River Forest, at (708) 714-3554 or via email at [lscheiner@vrf.us](mailto:lscheiner@vrf.us). Residents can learn more about the Special Use process and find answers to Frequently Asked Questions on the Village's website at [www.vrf.us/DevelopmentGuide](http://www.vrf.us/DevelopmentGuide).

Please note that the next step in this process is to file an application that will be presented to the Village's Zoning Board of Appeals (ZBA) for review and consideration. The ZBA will conduct a public hearing and then make a recommendation to the Village Board of Trustees that a Special Use permit be granted, with or without conditions, or that it be denied. A notice of the public hearing will be sent to you no less than 15 days prior to the hearing date. You will also receive notice of the meeting of the Village Board of Trustees no less than 10 days prior to the meeting date where the Zoning Board of Appeals recommendation will be considered.

Sincerely,

{Signature of Owner/Applicant}

{Printed Name of Owner/Applicant}

{Name of Developer/Applicant/Company}

Enclosed: Special Use FAQs & Process Flowchart

**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC HEARING NOTICE: APPLICATION FOR SPECIAL USE PERMIT  
ZONING BOARD OF APPEALS, RIVER FOREST, ILLINOIS**

Public notice is hereby given that on **{Meeting Day, Date & Time}** in the First Floor Community Room at the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, the Village of River Forest's Zoning Board of Appeals (ZBA) will hold a public hearing on the following matter:

Special Use Permit Application

Address: **{Address(es) of Project Site}**, which is located at **{location description}**. A legal description of the property/properties is provided later in this notice.

Applicant: **{Name of Owner/Applicant}**

Proposed Special Use: **{describe special use}**

You are receiving this notice because our records indicate that you own property within 500 feet of the proposed subject property. You are welcome to review the application, send correspondence, attend the public hearing, submit evidence, and provide testimony at the public hearing. **For your comments to be considered by the ZBA and the Village Board of Trustees in their decision, they must be included as part of the public hearing record.** If you cannot attend the public hearing but would like to provide input on this matter to the ZBA, you may submit your comments in writing to Ms. Scheiner, no later than 12:00 Noon on the date of the hearing, at [lscheiner@vrf.us](mailto:lscheiner@vrf.us) or by mailing them to 400 Park Avenue, River Forest, IL 60305. In preparing your comments, please discuss whether or not you believe the application meets the standards that the ZBA must consider when reviewing the application. Those standards are available on the Village's website at [www.vrf.us/DevelopmentGuide](http://www.vrf.us/DevelopmentGuide).

A copy of the application is available to the public at Village Hall and on the Village's website at <http://www.vrf.us/developmentguide>. Interested parties are encouraged to stay apprised of the progress of the application by also viewing Zoning Board of Appeals meeting agendas and packets, which are also available at the Village Hall and online at [www.vrf.us/meetings](http://www.vrf.us/meetings), and are published no less than 48 hours prior to any public meeting.

Once the ZBA concludes the public hearing, its members will make a recommendation to the Village Board of Trustees that a Special Use permit be granted, with or without conditions, or that it be denied. The Village Board of Trustees has up to 60 days to begin consideration of the ZBA's recommendation. You will receive notice of the meeting of the Village Board of Trustees no less than 10 days prior to the meeting date where ZBA's recommendation will be considered.

Any questions regarding the application or the special use process may be directed to: Lisa Scheiner, Assistant Village Administrator, 400 Park Avenue, River Forest, Illinois 60305, [lscheiner@vrf.us](mailto:lscheiner@vrf.us), (708) 714-3554.

Sincerely,

**{Signature of Owner/Applicant}**

**{Printed Name of Owner/Applicant}**

**{Name of Developer/Applicant/Company}**

**LEGAL DESCRIPTION: {Legal Description}**

**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC NOTICE: VILLAGE OF RIVER FOREST BOARD OF TRUSTEES  
CONSIDERATION OF APPLICATION FOR SPECIAL USE PERMIT  
RIVER FOREST, ILLINOIS**

Public notice is hereby given that on {Meeting Day, Date & Time} in the First Floor Community Room at the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois the Village Board of Trustees will consider the Zoning Board of Appeals' (ZBA) recommendation regarding the following Special Use Permit application:

Address: {Address(es) of Project Site}, which is located at {location description}. A legal description of the property/properties is provided later in this notice.

Applicant: {Name of Owner/Applicant}

Proposed Special Use: {describe special use}

You are receiving this notice because our records indicate that you own property within 500 feet of the site.

The ZBA held a public hearing on this matter on {public hearing date(s)} and, by a vote of - at its {meeting date}, recommended {ZBA recommendation and conditions included in findings of fact}. The public hearing has been closed and the Village Board is required to consider the ZBA's recommendation.

You are welcome to review the application and attend the Village Board meeting, at which time you will be provided an opportunity to address the Village Board regarding the proposed project. A copy of the application, which may have been amended during this process, and the ZBA's Findings of Fact can be found on the Village website at [www.vrf.us/meetings](http://www.vrf.us/meetings) no less than 48 hours prior to the Village Board meeting.

If you cannot attend the Village Board meeting but would like to submit comments to the Village Board, send your written comments, via letter or email, to: Lisa Scheiner, Assistant Village Administrator, 400 Park Avenue, River Forest, Illinois 60305, [lscheiner@vrf.us](mailto:lscheiner@vrf.us), (708) 714-3554. Comments must be received no later than 12:00 Noon on the date of the Village Board Meeting. Any questions regarding the Special Use Permit application or process also may be directed to Ms. Scheiner at the addresses above.

Sincerely,

{Signature of Owner/Applicant}

{Printed Name of Owner/Applicant}

{Name of Developer/Applicant/Company}

**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC NOTICE: MEETING WITH NEIGHBORING PROPERTY OWNERS REGARDING A PROPOSED  
PLANNED DEVELOPMENT PROJECT**

The purpose of this letter is to notify you that {Applicant Name} intends to file an application with the Village of River Forest for a Planned Development permit for the purpose of {describe project} at {Address(es) of Project Site}, which is located at {location description}. You are receiving this notice because our records indicate that you own property within 500 feet of the proposed development site. You are hereby invited to attend a meeting with the applicant to discuss the project and its impact on area residents.

The meeting will be held:

Date & Time: {Meeting Date & Time}

Location: {Meeting Location; include a map or a web address for a location map, if needed}

A copy of the preliminary site plan and rendering of the project has been included for your information. Please note that these plans may change during the course of the planned development application process. Residents are encouraged to learn more about the project and the planned development approval process by reviewing the enclosed informational guide and visiting the Village's website at [www.vrf.us/DevelopmentGuide](http://www.vrf.us/DevelopmentGuide).

All interested parties are invited to attend this public meeting and will be given an opportunity to be heard. If you are unable to attend this meeting but wish to submit questions or comments, please contact {contact name} of {Company Name} at {Phone Number} or via email at {Email Address} or Lisa Scheiner, Assistant Village Administrator at the Village of River Forest, at (708) 714-3554 or via email at [lscheiner@vrf.us](mailto:lscheiner@vrf.us).

Please note that the next step in this process is to file an application that will be presented to the Village's Development Review Board (DRB) for review and consideration. The DRB will conduct a public hearing and then make a recommendation to the Village Board of Trustees that a planned development permit be granted, with or without conditions, or that it be denied. A notice of the public hearing will be sent to you no less than 15 days prior to the hearing date. You will also receive notice of the meeting of the Village Board of Trustees no less than seven days prior to the meeting date where the Development Review Board's recommendation will be considered.

Sincerely,

{Signature of Owner/Applicant}

{Printed Name of Owner/Applicant}

{Name of Developer/Applicant/Company}

Enclosed: Preliminary Site Plan, Rendering, Planned Development FAQs & Process Flowchart

**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC HEARING NOTICE: APPLICATION FOR PLANNED DEVELOPMENT PERMIT  
DEVELOPMENT REVIEW BOARD, RIVER FOREST, ILLINOIS**

Public notice is hereby given that on {Meeting Day, Date & Time} in the First Floor Community Room at the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, the Village of River Forest Development Review Board (DRB) will hold a public hearing on the following matter:

Application # {Application #}: {describe project, including whether it is an amendment to an existing planned development}

Address: {Address(es) of Project Site}, which is located at {location description}. A legal description of the property/properties is provided later in this notice.

Applicant: {Name of Owner/Applicant}

You are receiving this notice because our records indicate that you own property within 500 feet of the proposed development site. You are welcome to review the application, to send correspondence, attend the public hearing, submit evidence, and provide testimony at the public hearing. **For your comments to be considered by the DRB and the Village Board of Trustees in their decision, they must be included as part of the public hearing record.** If you cannot attend the public hearing but would like to provide input on this matter to the DRB, you may submit your comments in writing to Ms. Scheiner, no later than 12:00 Noon on the date of the public hearing, at [lscheiner@vrf.us](mailto:lscheiner@vrf.us) or by mailing them to 400 Park Avenue, River Forest, IL 60305. In preparing your comments, please discuss whether or not you believe the application meets the standards that the DRB must consider when reviewing the application. Those standards are available on the Village's website at [www.vrf.us/DevelopmentGuide](http://www.vrf.us/DevelopmentGuide).

A copy of the application is available to the public at Village Hall and on the Village's website at <http://www.vrf.us/DevelopmentGuide>. Elements of the application may be amended during the course of this process and interested persons are encouraged to stay apprised of the progress of the application by also viewing DRB meeting agendas and packets, which are also available at the Village Hall and online at [www.vrf.us/meetings](http://www.vrf.us/meetings), and are published no less than 48 hours prior to any public meeting.

Once the DRB concludes the public hearing, its members will make a recommendation to the Village Board of Trustees that a planned development permit be granted, with or without conditions, or that it be denied. The Village Board of Trustees has up to 60 days to begin consideration of the DRB's recommendation. You will receive notice of the meeting of the Village Board of Trustees no less than seven days prior to the meeting date where the DRB's recommendation will be considered

that date.

Any questions regarding this application or the planned development process may be directed to: Lisa Scheiner, Assistant Village Administrator, 400 Park Avenue, River Forest, Illinois 60305, [lscheiner@vrf.us](mailto:lscheiner@vrf.us), (708) 714-3554.

Sincerely,

{Signature of Owner/Applicant}

{Printed Name of Owner/Applicant}

{Name of Developer/Applicant/Company}

**LEGAL DESCRIPTION:** {Legal Description}



**{INSERT APPLICANT'S LETTERHEAD HERE}**

**PUBLIC NOTICE: VILLAGE OF RIVER FOREST BOARD OF TRUSTEES CONSIDERATION OF  
APPLICATION FOR PLANNED DEVELOPMENT PERMIT  
RIVER FOREST, ILLINOIS**

Public notice is hereby given that on {Meeting Day, Date & Time} in the First Floor Community Room at the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois the Village Board of Trustees will consider the Development Review Board's (DRB) recommendation regarding the following Planned Development permit application:

Application # {Application #}: {describe project, including whether it is an amendment to an existing planned development}

Address: {Address(es) of Project Site}, which is located at {location description}. A legal description of the property/properties is provided later in this notice.

Applicant: {Name of Owner/Applicant}

You are receiving this notice because our records indicate that you own property within 500 feet of the proposed development site.

The DRB held a public hearing on this matter on {public hearing date(s)} and, by a vote of - at its {meeting date}, recommended {DRB recommendation and conditions included in findings of fact}. The public hearing has been closed and the Village Board is required to consider the DRB's recommendation.

You are welcome to review the application and to attend the Village Board meeting, at which time you will be provided an opportunity to address the Village Board regarding the proposed development. A copy of the application, which may have been amended during this process, and the DRB's Findings of Fact can be found on the Village website at [www.vrf.us/DevelopmentGuide](http://www.vrf.us/DevelopmentGuide) and at [www.vrf.us/meetings](http://www.vrf.us/meetings) no less than 48 hours prior to the Village Board meeting.

If you cannot attend the Village Board meeting but would like to submit comments to the Village Board, send your written comments, via letter or email, to: Lisa Scheiner, Assistant Village Administrator, 400 Park Avenue, River Forest, Illinois 60305, [lscheiner@vrf.us](mailto:lscheiner@vrf.us), (708) 714-3554. Comments must be received no later than 12:00 Noon on the date of the Village Board Meeting. Any questions regarding this application or the planned development process also may be directed to Ms. Scheiner at the addresses above.

Sincerely,

{Signature of Owner/Applicant}

{Printed Name of Owner/Applicant}

{Name of Developer/Applicant/Company}



## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305

Tel: 708-366-8500

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### MEMORANDUM

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Date: June 21, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Amending the Village Code in Regards to Tobacco

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Public Act 101-002 takes effect July 1, 2019. The Public Act raises the legal age from 18 to 21 for the purchase and sale of tobacco and tobacco-related products. However, the law removed any penalties for possession of tobacco and tobacco-related products for persons under the age of 21. The Public Act is available to view here: <http://ilga.gov/legislation/publicacts/101/PDF/101-0002.pdf>.

The Village currently prohibits the possession and use of tobacco by persons under the age of 18, in Section 8-6-22 of the Village Code. The Village could raise the minimum age to possess tobacco to 21. If the Village did so, it would be closing a "loophole" from the Public Act.

Attached please find an ordinance that changes our local rules on tobacco use for persons under 21 (versus 18) as well as further defines the definition of tobacco to include e-cigarettes and vaping.

Please let me know if you have any questions.

Thank you.

NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 8-6-22  
OF THE RIVER FOREST VILLAGE CODE WITH REGARD  
UNDERAGE POSSESSION OF TOBACCO**

**WHEREAS**, the Village of River Forest ("Village"), is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

**WHEREAS**, on April 7, 2019, the Governor of the State of Illinois signed Public Act 101-002 into law, which raised the legal age in the State of Illinois to purchase tobacco products, inclusive of alternative nicotine products, in the State of Illinois from eighteen (18) to twenty-one (21), which takes effect on July 1, 2019; and

**WHEREAS**, the Village has the authority to regulate the sale of tobacco and alternative nicotine products pursuant to its statutory police powers, which are codified in the applicable provisions of the Illinois Municipal Code, including, but not limited to, Divisions 1-2, 11-1, 11-20 and 11-42 thereof (65 ILCS 5/1-2, 5/11-1, 5/11-20 and 5/11-42); and

**WHEREAS**, in order to make the River Forest Village Code consistent with Public Act 101-002, and in order to protect the public's health, safety and welfare, the President and Board of Trustees of the Village desire to make certain amendments to the River Forest Village Code, relative to increasing the minimum age to purchase or be in possession of tobacco products from eighteen (18) to twenty-one (21), and to make other amendments to the River Forest Village Code regarding alternative nicotine products;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

**SECTION 2:** That Section 8-6-22 of the River Forest Village Code, entitled "Underage Possession of Tobacco or Tobacco Products," is hereby amended and shall read in its entirety as follows, with additions underlined and deletions struck through:

**"A. Definitions:**

Tobacco: Any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, and any product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or any other means including, but not by

way of limitation, what is commonly referred to as e-cigarettes or vaping.

B. A. Prohibited:

1. No person under the age of ~~eighteen~~ twenty-one (21) years shall knowingly possess or use tobacco, in any of its forms, in any public place or business provided, that the possession by a person under the age of twenty-one (21) years under the direct supervision of the parent or legal guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

2. It shall be unlawful for any person under the age of twenty-one (21) years to purchase tobacco, or to misrepresent his identity or age, or to use any false or altered identification for the purpose of purchasing tobacco.

3. It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco to any person under the age of twenty-one (21) years. Signs informing the public of the age restrictions provided for herein shall be posted by every seller of tobacco at or near every display of tobacco and on or upon every vending machine which offers tobacco for sale. Each such sign shall be plainly visible and shall state:

*THE SALE OF TOBACCO TO PERSONS UNDER  
TWENTY-ONE YEARS OF AGE IS PROHIBITED BY  
LAW*

C. B. Violation: Whenever a police officer or police employee of the Village observes a violation of this section, he may confiscate the tobacco product for disposal and issue a violation notice to the person committing the violation. The violation notice shall be signed by the police officer or police employee and shall include the following:

1. The name of the person violating this section and his or her address, if known.

2. The nature of the offense.

3. Every person found guilty of violating this section shall be guilty of a petty offense and be punished by a fine of not more than seven hundred fifty dollars. In lieu of, or in

addition to, a finding of guilt and/or a fine, a judicial officer or  
administrative hearing officer may order a person to  
complete up to forty hours of community service, under an  
order of supervision if appropriate.”

**SECTION 3:** That all ordinances, or parts of ordinances in conflict with this  
Ordinance, are hereby expressly repealed.

**SECTION 4:** That each section, paragraph, clause and provision of this  
Ordinance is separable, and if any section, paragraph, clause or provision of this  
Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality  
or invalidity of such section, paragraph, clause or provision shall not affect the  
remainder of this Ordinance, nor any part thereof, other than that part affected by such  
decision.

**SECTION 5:** That this Ordinance shall be in full force and effect after its  
passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24th day of June, 2019, by the Village President and Board of  
Trustees pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 24th day of June, 2019.

\_\_\_\_\_  
Catherine Adduci, Village President

ATTEST:

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk



## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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### MEMORANDUM

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Date: June 21, 2019

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Legislative Updates

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In consultation with Trustee Brennan, Staff is sharing some of the highlights as it relates to the numerous laws that were passed out of the Illinois General Assembly at the end of May/beginning of June. Two areas that will affect the Village are as follows:

Cannabis – The General Assembly passed legislation legalizing the recreational use of marijuana. Even though cannabis can be used in private residences, municipalities have the ability to ban or significantly limit cannabis businesses in their jurisdiction, including dispensaries, cultivation centers, craft growers, processing organizations, and transportation organizations. Unlike in earlier proposals, the new law would not impose a time limit or require a referendum to adopt these restrictions. Attached please find a primer from the Village Attorney's office regarding the recently passed legislation. The Village will need to address these items in the coming months before the legislation takes effect in 2020. The legislation is awaiting the signature of the Governor.

Local Motor Fuel Tax – Legislation was passed that would allow non-home rule communities in Cook County to adopt a local motor fuel tax of up to \$.03 on the sale of each gallon of gasoline in the corporate limits. With two gas stations in River Forest, the legislation would produce additional revenue for the Village for our local road improvement and maintenance programs. In recent years, the Village has reduced ongoing maintenance expenditures due to the pressure put on our operating budget from increased public safety pension obligations. The Village will need to decide on whether or not it wants to enact this tax. The legislation is awaiting the signature of the Governor.

In addition, the state increased its motor fuel tax by \$.19 per gallon which will have a benefit to municipalities by increasing the amount of revenue we receive each month. By IML estimates, the Village would receive an additional \$140,000 each year in MFT revenue. In addition to this tax, legislation was passed that would level the playing field between internet and brick and mortar

retailers. The Village anticipates additional revenues from the passage of this legislation; however, it is difficult to ascertain how much revenue we would receive.

Next Steps: The Village will need to discuss further the cannabis and local motor fuel tax legislation.

Thank you.

Attachments

Cannabis Info (KTJ)

Motor Fuel Tax Fact Sheet (IML)

Sales Tax Fact Sheet (IML)

Bills Approved by Both Chambers (IML)

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## Recreational Cannabis Legislation Heading to Governor

As the Illinois General Assembly's legislative session galloped to a close last week, HB 1438 was amended to become the Cannabis Regulation and Tax Act (the "Act"). The amended bill received House and Senate approvals in the closing days of the legislative session, and is expected to be sent to the Governor and signed shortly.

There have been some changes to the Act from an earlier version amended to a Senate Bill several weeks ago. The following are some of the highlights of the Act as approved in amended HB 1438 that local governments should be aware of:

- Possession limits for Illinois residents who are 21+ years old are any combination of:
  - ♦ 30g of raw cannabis
  - ♦ 500 mg or less of THC of cannabis-infused products
  - ♦ 5g of cannabis product in concentrated form
- Home cultivation of up to five cannabis plants per household is allowed ONLY for medical cannabis patients and is subject to various conditions (this is scaled back from an earlier version)
- Municipalities may enact ordinances to prohibit or significantly limit a cannabis business establishment's location
- Municipalities may enact reasonable zoning ordinances or resolutions regulating cannabis business establishments



For any questions or comments you might have regarding this newsletter, please feel free to contact:

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This newsletter is not to be construed as legal advice or a legal opinion under any circumstance. The contents are solely intended for general informative purposes, and the readers of this newsletter are strongly urged to contact their attorney with regard to any concepts discussed herein.

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- Municipalities may enact reasonable ordinances or rules governing the time, place, manner and number of cannabis business establishment operations, including minimum distance limitations between cannabis business establishments and locations it deems sensitive, including colleges and universities, through the use of conditional use permits
- Municipalities may not prohibit home cultivation by medical cannabis patients or unreasonably prohibit use of cannabis authorized under the Act
- Municipalities may establish civil penalties for violation of an ordinance or rules governing the time, place, and manner of operation of a cannabis business establishment or a conditional use permit
- Municipalities may regulate the on-premises consumption of cannabis at or in a cannabis business establishment within its jurisdiction in a manner consistent with the Act
- Cannabis business establishments or other entities authorized or permitted by a municipality to allow on-site consumption shall not be deemed a public place within the meaning of the Smoke Free Illinois Act
- The Act includes Home Rule Preemption language, prohibiting all local governments from regulating or licensing the activities described in the Act, except as otherwise provided in the Act
- The Act allows municipalities to levy, by ordinance, on or after January 1, 2020, a Municipal Cannabis Retailers' Occupation Tax of up to 3% in 1/4% increments. Revenue received from the tax is collected by the Department of Revenue and deposited into the Local Cannabis Consumer Excise Tax Trust Fund. Revenues deposited are then redistributed by the Department of Revenue back to municipalities on a monthly basis based on the amount collected from sales made in the municipality during the second preceding calendar month

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- Employers are not prohibited from adopting reasonable zero tolerance, drug free workplace policies, or other drug-related policies provided the policies are applied in a nondiscriminatory manner
- Employers are not required to permit employees to be under the influence of or use cannabis in the workplace, or while performing job duties or while on call
- Employees may be disciplined for violating a workplace drug policy
- Driving under the influence of cannabis remains illegal, and law enforcement officials may use validated roadside chemical tests or standardized field sobriety tests approved by the National Highway Traffic Safety Administration when conducting investigations of a violation of Section 625 ILCS 5/11-501 of the Vehicle Code or a similar local ordinance by drivers suspected of driving under the influence of cannabis
- The originally proposed broad expungement provisions for previous offenders have been considerably scaled back in the amended version of the Act

The Governor is expected to sign the legislation shortly. The Act will take effect on January 1, 2020. Between now and January, KTJ will work with its local government clients on policy decisions, code amendments, procedures and forms related to allowing and regulating and/or prohibiting cannabis business establishments, zoning issues, taxation issues, employment law issues, DUI and other enforcement issues, expungements and the other aspects of the Act subject to local control.

KTJ will continue to provide updates as the Act becomes law and begins to be implemented.

You can view the full text of HB 1438, as amended, here:

[Cannabis Regulation and Tax Act](#)

## MOTOR FUEL TAX (MFT) Funding Illinois' Transportation Infrastructure



June 11, 2019

### WHAT IS MFT AND THE MFT FUND?

Motor Fuel Tax (MFT) is a tax on the privilege of operating motor vehicles upon public highways and operating recreational watercraft upon the waters of Illinois. The tax is based on the consumption (purchase) of motor fuel.

Starting July 1, 2019, Illinois' motor fuel taxes will be:

- a. \$0.19 per gallon of gasoline + \$0.19 per gallon of gasoline (dedicated to the Transportation Renewal Fund or TRF) = \$0.38 per gallon of gasoline
- b. \$0.215 per gallon of diesel fuel + \$0.24 per gallon of diesel fuel (dedicated to TRF) = \$0.455 per gallon of diesel fuel

After covering various state costs, 45.6% of the non-TRF MFT revenue is allocated to the state, and 54.4% is distributed by the Illinois Department of Transportation (IDOT) as follows:

- a. 49.1% to municipalities on a per capita basis
- b. 16.74% to Cook County
- c. 18.27% to all other counties in proportion to motor vehicle registration fees collected
- d. 15.89% to road districts and townships in proportion to the total mileage of roads in the state

### TRANSPORTATION RENEWAL FUND (TRF)

On June 2, 2019, the Illinois General Assembly passed legislation that would increase the state's MFT by 19 cents per gallon on gasoline. Municipalities will receive a portion of these new revenues, but it will be a smaller share than may be perceived. The legislation also increased the tax on diesel fuel by 24 cents per gallon. All new revenues from both increases will be deposited into the state's new Transportation Renewal Fund (TRF), with the surcharge on diesel fuel dedicated to the state.

A portion of the 19-cent increase in gasoline MFT will be shared with units of local governments. Of the total increase, 80% will be split among the state and local units of government for road construction and 20% will be distributed to mass transit districts.

The state will receive 60% of the 80% road construction portion (or 48% of the new MFT revenues) and 40% of the 80% will be shared with local units of



# Transportation Renewal Fund (SB 1939)

## New Revenue Allocation by Law

	19 Cent Gas Tax Increase	Vehicle Registration Fee Increase	5 Cent Diesel Tax Increase
State	48%	100%	100%
Mass Transit	20%	0%	0%
Municipalities	15.71%	0%	0%
Counties >1 million	5.36%	0%	0%
Counties <1 million	5.85	0%	0%
Road Districts	5.08	0%	0%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

## Estimated New (19 cent) Gas Tax Allocation

Beneficiaries	SFY 2020
State	\$437M
Mass Transit	182M
Municipalities*	143M
Counties > 1 million	49M
Counties < 1 million	53M
Road Districts	46M
<b>TOTAL New TRF Revenue</b>	<b>\$910M</b>

\*For municipalities, \$143M is equal to \$12.80 per capita annually.

government, including municipalities. Of the local share, municipalities will receive 49.1% (which is 15.71% of new MFT revenues). The remainder of the local share will be distributed to counties and road districts.

Essentially, municipalities may see an increase of about 50% in MFT through TRF, due to the 2019 state capital bill, based on their current level of MFT funding. Since the law is effective July 1, 2019, local governments may see the increase from new money, at the earliest, in September or October 2019. Payments from TRF could therefore contribute to seven or eight months of additional funding within MFY 2020. The estimated per capita distribution for those seven or eight months of MFY 2020 ranges between \$7.50 and \$8.50, depending on when the first distribution will occur. (For an annualized 12 month period, the municipal per capita share would be approximately \$12.80.)

## MFT FUNDS ARE A CRITICAL REVENUE SOURCE FOR MUNICIPAL TRANSPORTATION INFRASTRUCTURE

Municipalities throughout Illinois utilize MFT revenues to fund critical transportation infrastructure projects in their cities, villages and towns.

MFT funds can be used to construct and maintain roads, traffic controls, street lighting, storm sewers, sidewalks and other pedestrian paths, off-street parking facilities and much more.

These funds ensure that municipalities are able to provide for the public health, safety and welfare of their community through a stable infrastructure.

Increased MFT revenues would allow municipalities to address neglected and dilapidated infrastructure.

[www.iml.org](http://www.iml.org)



## Illinois Passes 21st Century Sales Tax Law



6/2/19

On June 2, 2019, the Illinois General Assembly passed legislation that will change the way Retailer's Occupation Taxes (ROT, aka sales taxes) and Use Taxes are collected in the state of Illinois. This concept and proposal was developed by the Illinois Retail Merchants Association (IRMA) in consultation and partnership with the Illinois Municipal League (IML).

### WHAT IS THE CURRENT LAW?

On June 21, 2018, the United States Supreme Court (USSC) overturned prior precedent in *National Bellas Hess* and *Quill* in *South Dakota v. Wayfair*. The court ruled that individual states have the authority to implement laws that require remote retailers to collect and remit taxes to the state where the purchaser lives.

In May 2018, Illinois enacted legislation that allowed for the required collection of the state's Use Tax ([P.A. 100-0587](#)). The legislation required remote retailers (who make 200 or more annual transactions or \$100,000 or more in annual gross receipts) to collect Use Tax on purchases made for use or consumption in Illinois.

More information about the Use Tax can be found via [this link](#).

### WHAT IS STILL MISSING?

While the required collection of the state's Use Tax on certain remote sellers was a step in the right direction, Use Tax fails to fully level the playing field between brick-and-mortar retailers and their online counterparts. It also does not allow municipalities to collect any locally-imposed sales taxes on products being used or consumed in their communities.

IML has been a leader at the federal and state levels advocating for the required collection and remittance of the state and locally-imposed sales taxes instead of Use Tax. Most recently, IML filed HB 270 (Rep. Murphy, R-Springfield) and SB 2049 (Sen. Castro, D-Elgin), which would have required remote retailers to collect the state and local sales taxes on any purchase based on the delivery address or destination.

### DEFINITIONS

**Remote Online Retailer** = A retailer who makes sales to Illinois residents for use or consumption in Illinois, but does not have a physical presence in Illinois.

**Marketplaces** = A space where third party sellers can sell their products online.

**Marketplace Facilitators** = Companies that provide marketplaces for third-party retailers (Examples: Amazon, Walmart, eBay, etc.).

**Certified Service Providers** = Agents certified by the state to perform the remote retailer's sales and use tax functions online.



## LEVELING THE PLAYING FIELD FOR ILLINOIS RETAILERS

The “Leveling the Playing Field for Illinois Retail Act” was passed by the Illinois General Assembly on June 2, 2019, to require both Remote Retailers and Marketplace Facilitators to collect and remit the state and locally-imposed Retailer’s Occupation Tax (ROT, aka sales tax) for the jurisdictions where the product is delivered (its destination) starting July 1, 2020.

LEVELING THE PLAYING FIELD FOR ILLINOIS RETAIL ACT					
	Under Current Law	Starting January 1, 2020	Starting July 1, 2020	Municipal Revenue Impact	State Revenue Impact
<b>Remote Retailer (no physical nexus)</b>  <i>Meets sales thresholds of 200 annual transactions or \$100,000 in annual gross receipts</i>	Use Tax	Use Tax	ROT at destination	Significant Increase Improved state sales tax compliance and locally-imposed sales taxes collected where applicable	Significant increase
<b>Marketplace Sales by non-IL Retailers (&lt;96% of IL Marketplace transactions)</b>  <i>Retailers meet sales threshold of 200 annual sales or \$100,000 annual gross receipts</i>	Use Tax, low compliance	Use Tax	ROT at destination	Significant Increase due to improved compliance and locally-imposed sales taxes collected where applicable	Significant increase
<b>Marketplace Sales by IL-based retailer (&lt;4% of IL Marketplace transactions)</b>	ROT at origin, low compliance	ROT at origin	ROT at origin	Increased due to increased compliance	Significant increase
<b>IL retailer shipping to IL customer from IL warehouse</b>	ROT at origin	ROT at origin	ROT at origin	No Change	No Change
<b>Brick-and-Mortar Retailer</b>	ROT at origin	ROT at origin	ROT at origin	No Change	No Change





The law requires Remote Retailers (who either meet a threshold of 200 transactions annually or receive \$100,000 in annual gross receipts) from Illinois residents to collect both state and locally-imposed sales taxes starting July 1, 2020. The local rate would be determined by the delivery destination or pick-up location. To assist in the collection of locally-imposed sales taxes, Remote Retailers are authorized to allow Certified Service Providers to collect and remit state and local sales taxes on behalf of the retailer.

Starting on January 1, 2020, Marketplace Facilitators, like Amazon, will be required to collect Use Tax from remote or out-of-state retailers. On July 1, 2020, Marketplaces will be required to collect state and locally-imposed sales taxes from Remote Retailers who meet certain sales thresholds.

Retailers that have a physical presence in Illinois will see no change in how their sales tax is collected. For example, if a community has a local retailer that ships products to Illinois customers, that sales tax will still be origin-based, determined as the origin of the sale (the local retailer's location).

This new law eventually requires that sales made in Marketplaces or by Remote Retailers be taxed at the same rate (including both state and local sales taxes) as brick-and-mortar businesses, therefore leveling the playing field for retailers and ensuring municipal governments have the revenues necessary to address their local needs.

## **MUNICIPAL IMPACT OF LEVELING THE PLAYING FIELD**

This new law provides the ability for increased compliance with the collection of state sales tax, which means increased revenues, of which municipal governments receive a share. The law also provides that any locally-imposed sales taxes will be collected on Marketplace and Remote Retailer sales.

The Illinois Retail Merchants Association (IRMA) estimates that this new law could generate \$460 million annually in additional sales tax revenue. The state could receive \$368 million per state fiscal year and local governments could receive \$92 million per state fiscal year, according to those estimates. These revenue estimates do not include the expanded revenues that locally-imposed sales taxes could generate from Remote Retailers and Marketplace sales.

## **FREQUENTLY ASKED QUESTIONS**

### **Q: Does this legislation require the collection of locally-imposed sales tax on all online purchases?**

**A:** This proposal requires the collection of state and locally-imposed sales tax, instead of the state use tax, on all purchases made in a Marketplace (like Amazon) when a Remote Retailer meets the 200 annual sales or \$100,000 in annual gross receipts threshold. If a Remote Retailer makes the sale, they have to meet the same thresholds to be required to collect the state and locally-imposed sales tax.

A person who makes a purchase from a Remote Retailer, who does not meet this threshold and does not collect taxes, is still required to pay the state Use Tax on their purchase when filing their state income tax.

It should be noted that if a Remote Retailer asks a CSP to collect sales taxes for Illinois purchases and is under the threshold, sales taxes would still be collected under this law, not the Use Tax.



**Q: How does a retailer establish a presence in a marketplace setting?**

**A:** Retailers will typically enter into an agreement with a Marketplace Facilitator (like Amazon) to sell their goods in an online Marketplace. In exchange for marketing their products in the Marketplace, the Facilitator receives compensation from the retailer.

**Q: How does a Certified Service Provider (CSP) differ from a Marketplace?**

**A:** Essentially, CSPs are tax software companies that work with states to provide tax collection services to retailers. They operate nationwide and currently aid in the collection of sales tax in 26 states. [More information about CSPs is available via this link.](#)

**Q: Are sites like Craigslist or Facebook Marketplace marketplaces?**

**A:** No, for a company to be considered a Marketplace they have to process the transaction. Craigslist and Facebook Marketplace only provide opportunities to advertise a product, but do not offer the opportunity to process the sale.

**Q: How will the Marketplaces and CSPs know which sales tax rates to collect?**

**A:** They will receive the tax rate information from the Illinois Department of Revenue. They will then use the shipping address to determine the rate of tax to be assessed on a transaction.

**Q: Is there any sales tax benefit for a brick-and-mortar retailer to convert to a marketplace?**

**A:** Under this legislation, no. The proposal would treat a resident of a municipality that goes to the local store versus a resident of the community ordering the same product and having it shipped to their home equally if the retailer meets the sales threshold by requiring the state and locally-imposed sales tax rates for that community be collected.

**Q: What does my municipality have to do under this proposal?**

**A:** The legislation does not require municipalities to do anything differently. Municipalities should continue to regularly report any changes to their locally-imposed sales tax rate and municipal boundaries to ensure the appropriate taxes are being collected on online purchases.

**Q: Have marketplace laws worked anywhere else?**

**A:** Marketplace laws are currently in effect in more than 26 other states and Washington, D.C. and they have been very successful. Pennsylvania, for example, is on track to raise around \$200 million from their marketplace laws this year. New York is estimating \$390 million in revenues from their marketplace law.

**Q: Will my Use Tax revenues decline?**

**A:** While your Use Tax revenue distribution will decline, your Retailer Occupation Tax (ROT, aka sales tax) revenues are likely to increase sufficiently to more than cover the loss in Use Tax revenues.







as of June 17, 2019

## **Legislation Approved by Both Chambers**

# **2019 Spring Legislative Session**



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This report includes legislation that has passed both chambers of the Illinois General Assembly. These proposals will now be sent or have already been sent to Governor JB Pritzker for either his signature or veto. In the instances where the Illinois Municipal League (IML) took a position, that position is acknowledged.

It is recommended that actual bills be read in their entirety for a full understanding of the content. The full text of bills can be found at [ilga.gov](http://ilga.gov).

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## **ECONOMIC DEVELOPMENT**

### **HB 1554 (Rep. Halpin, Sen. Anderson)—QUAD CITIES OUTSOURCING PREVENTION TASK FORCE**

Creates the Quad Cities Outsourcing Prevention Task Force. Stipulates the composition of the Task Force. Provides that the members of the Task Force shall not receive compensation and shall hold meetings at least quarterly. Requires the Task Force to prepare and submit a report to the General Assembly on or before January 1, 2020 that shall, at a minimum, include the following: (1) recommend how the State can keep employers and jobs in Illinois; (2) identify and describe best practices to prevent outsourcing of Illinois jobs; and (3) identify employment sectors most affected by outsourcing. Provides that the Division creating and concerning the Task Force shall be repealed two years after the effective date of the amendatory Act. IML supported the bill.

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## **ENVIRONMENTAL**

### **HB 0456 (Rep. Hoffman, Sen. Belt)—MUNICIPAL WASTE INCINERATION EMISSION STANDARDS**

Amends the Environmental Protection Act to provide that certain provisions concerning municipal waste incineration emission standards do not apply to industrial incineration facilities that burn material or fuel derived therefrom for which the United States Environmental Protection Agency has issued a non-waste determination finding the material is not a solid waste under the Resource Conservation and Recovery Act Non-Hazardous Secondary Materials Rule. IML was neutral on the bill.

### **HB 2296 (Rep. Williams, Sen. Bush)—DISPOSAL OF LEAD-ACID BATTERIES**

Amends the Environmental Protection Act to prohibit lead-acid battery retailers from disposing of lead-acid batteries by delivery to a collection or recycling facility, unless that collection or recycling facility accepts lead-acid batteries. The bill defines "rechargeable battery." Provides that unless expressly authorized as part of a recycling collection program, beginning January 1, 2020, no person shall knowingly mix a rechargeable battery or any appliance, device or other item that contains a rechargeable battery with any other material intended for collection by a hauler as a recyclable material or place a rechargeable battery or any appliance, device or other item that contains a rechargeable battery into a container intended for collection by a hauler for processing at a recycling center. IML negotiated an amendment that removed home rule preemption and was ultimately neutral on the bill.

### **HB 2650 (Rep. Rita, Sen. Sims)—IEPA – MUNICIPAL WATER MANAGEMENT**

Amends the Environmental Protection Act to provide that, beginning on the effective date of the amendatory Act, and running for a period of five years after that date, the Environmental Protection Agency shall prioritize within its annual intended use plan the usage of a portion of the Agency's capitalization grant for federally authorized set-aside activities. Additionally, amends that this

prioritization is for the purpose of supporting disadvantaged communities and utilities throughout Illinois in building their capacity for sustainable and equitable water management. IML supported the bill.

#### **HB 3068 (Rep. Costa Howard, Sen. Ellman)—SOLID WASTE RESOURCE MANAGEMENT**

Amends the Solid Waste Planning and Recycling Act. Creates the Statewide Materials Management Advisory Committee. The bill requires the Advisory Committee to do the following: (1) investigate and provide recommendations for expanding waste reduction, recycling, reuse and composting in Illinois in a manner that protects the environment, as well as public health and safety, and promotes economic development; (2) investigate and provide recommendations for the form and contents of county waste management plans adopted under the Act; and (3) prepare a report as required under other provisions of the amendatory Act. Provides for the composition of the Advisory Committee. The bill also stipulates what the report shall include. IML supported the bill.

#### **SB 0009 (Sen. Bennett, Rep. Ammons)—COAL ASH CLEANUP & STORAGE**

Amends the Environmental Protection Act and requires a permit for persons conducting any waste-storage, waste-treatment or waste-disposal operation on CCR surface impoundments. It prohibits persons from performing any specified actions that may cause or tend to cause a violation of the Act. Requires the owner of a CCR surface impoundment to submit to the Agency for approval a closure alternatives analysis. Exempts owners or operators of CCR surface impoundments that have completed closure in accordance with a plan approved by the Agency prior to 24 months after the amendatory Act's effective date from obtaining a construction permit for the surface impoundment closure. Provides that the owner of a CCR surface impoundment shall post all closure plans, permit applications and supporting documentation, and any Agency approval of the plans or applications on its publicly available website. Requires the owner or operator of a CCR surface impoundment to pay certain fees. Requires any monies forfeited to the State from any performance bond or other security required under the amendatory Act's provisions to be placed in the Coal Combustion Residual Surface Impoundment Financial Assurance Fund. Allows the Agency to issue RCRA permits exclusively to persons owning or operating a CCR surface impoundment. Requires a permit applicant to make available to the public for inspection all documents submitted by the applicant to the Agency in furtherance of an application, with the exception of trade secrets, at the office of the county board or governing body of the municipality where CCR from the CCR surface impoundment will be permanently disposed. Makes other changes. IML took no position on the bill.

#### **SB 1392 (Sen. Morrison, Rep. Batinick)—MICROPLASTICS STUDY**

Amends the University of Illinois Scientific Surveys Act. Provides that, subject to appropriation, the Prairie Research Institute shall conduct a detailed review of the available scientific literature and federal and State laws, regulations, and rules to identify the threat of microplastics to human health and the environment. Provides that no later than three months after completion of the review, the Prairie Research Institute shall submit to the General Assembly a report of its findings that must include any recommendations for legislative or regulatory actions that the State can take to protect human health and the environment from microplastics. IML took no position on the bill.

#### **SB 1852 (Sen. Curran, Rep. Durkin)—ETHYLENE OXIDE STUDY**

Provides that no person shall conduct ethylene oxide sterilization operations, unless the ethylene oxide sterilization source captures 100% of all ethylene oxide emissions and reduces ethylene oxide emissions to the atmosphere from each exhaust point at the ethylene oxide sterilization source by at least 99.9% or to 0.2 parts per million. The bill places numerous requirements on the owner and operator of an ethylene oxide sterilization source. IML supported the bill.

**SB 1854 (Sen. Bush, Rep. Mason)—REGULATING FUGITIVE EMISSIONS**

Amends the Environmental Protection Act. Provides that beginning on the effective date of the amendatory Act no facility shall have fugitive emissions of ethylene oxide above zero. Provides that each facility shall be subject to regular and frequent inspections and testing to ensure that no fugitive emissions of ethylene oxide exist. Provides that inspections shall be unannounced and conducted by a third party chosen by the municipality in which the facility operates. Provides that each facility shall be subject to fence line ambient air testing, at random, once within every 90 to 120 days for a duration of 24-hour samples of no less than six consecutive days. Provides that the testing shall be conducted by a third party chosen by the municipality in which the facility operates. Defines "fugitive emissions". IML took no position on the bill.

**SB 2027 (Sen. Bennett, Rep. Ammons)—MAHOMET AQUIFER REGULATION**

Amends the Environmental Protection Act. Codifies the findings and recommendations of the Mahomet Aquifer Task Force established under P.A. 100-0403. Provides that the Environmental Protection Agency shall identify unlined, thinly covered legacy landfills for inspection and study the landfills after prioritizing them based on potential hazards to surface water and groundwater resources. Amends the Illinois Groundwater Protection Act. Provides that, subject to appropriation, the Agency, in consultation and cooperation with the Illinois State Geological Survey and the Illinois State Water Survey, shall design and implement a Pilot Project at the Pekin Metro Landfill in Tazewell County, to be completed by December 31, 2020. Requires the Agency, following the completion of the pilot project response actions, to (i) evaluate the use of aerial photography and other remote sensing technologies to aid in the inspection and investigation of landfills; and (ii) identify additional procedures, requirements, or authorities that may be appropriate or necessary to address threats to human health and the environment from other unregulated or under regulated landfills throughout the State. IML was neutral on the bill.

**SB 2146 (Sen. Villivalam, Rep. Slaughter)—CLEAN WATER WORKFORCE PIPELINE PROGRAM**

Amends the Department of Commerce and Economic Opportunity Law of the Civil Administrative Code of Illinois. Provides that the Department of Commerce and Economic Opportunity shall create a Clean Water Workforce Pipeline Program to provide grants and other financial assistance to prepare and support individuals for careers in water infrastructure. IML was neutral on the bill.

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## **GAMING**

**HB 1552 (Rep. Carroll, Sen. Link)—LOCAL SHARE OF HORSE RACING REVENUES**

Amends the Illinois Horse Racing Act of 1975 and provides that inter-track wagering location licensees must pay their pari-mutuel handle percentage to the municipality and county no later than the 20th of the month following the month the handle was generated. Provides that inter-track wagering location licensees must pay the admission fees to the municipality and county no later than the 20th of the month following the month the admission fees were imposed (rather than remitting the admission fees to the Illinois Racing Board within 48 hours and the Illinois Racing Board remitting the admission fees to the municipality or county). IML supported the bill.

**SB 1558 (Sen. Stadelman, Rep. West)—VIDEO GAMING FEES – CITY OF ROCKFORD**

Amends the Video Gaming Act to provide that the City of Rockford may not impose any fee for the operation of a video gaming terminal in excess of \$250 per year. This is an increase of the normal \$50 per year fee. IML supported the bill.

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## GENERAL GOVERNANCE

### **HB 0137 (Rep. B. Hernandez, Sen. Castro)—ROUTINE PAINTING REGULATION**

Amends the Environmental Protection Act and deletes language providing that the Section regarding preservation of community water supplies applies only to projects receiving 100% of their funding from the State. Amends the Illinois Highway Code. Provides that an "eligible bridge" under the Section regarding preservation of bridge infrastructure includes any bridge or overpass that is funded directly by, or provided other assistance through, a municipality, a public-private partnership, the State, the federal government, or some combination thereof (instead of "100% funded by the State"). However, the bill provides that routine maintenance of community water supplies are excluded from these provisions. IML negotiated the amendment that removed these provisions but still opposed the bill.

### **HB 1613 (Rep. Slaughter, Sen. Sims)—TRAFFIC/PEDESTRIAN STOP DATA USE & COLLECTION TASK FORCE**

Amends the Illinois Vehicle Code. Deletes language providing that the Section concerning the traffic and pedestrian stop statistical study is repealed on July 1, 2019. Tasks the Illinois Criminal Justice Information Authority (ICJIA) with the collection, compilation and analysis of the traffic stop statistical study data required by the Section. Creates the Traffic and Pedestrian Stop Data Use and Collection Task Force within the ICJIA to undertake these responsibilities. Prescribes membership for the Task Force and provides that it shall report its findings and recommendations to the Governor and the General Assembly by March 1, 2022, and every three years after. IML took no position on the bill.

### **HB 2460 (Rep. Davis, Sen. Martinez)—SUSTAINABILITY INVESTING ACT**

Provides that any public agency or governmental unit should develop, publish and implement sustainable investment policies applicable to the management of all public funds under its control. Provides that the sustainable investment policy should include material, relevant and decision-useful sustainability factors to be considered by the public agency or governmental unit as one component of its overall evaluation of investment decisions, which may include specified items. Makes other changes concerning specified investment policies. Defines "financial institution". IML negotiated an amendment removing the mandate and was neutral on the bill.

### **HB 2473 (Rep. Willis, Sen. Holmes)—FIRE PROTECTION DISTRICT – INTERGOVERNMENTAL PURCHASING**

Amends the Fire Protection District Act. Provides that a board of trustees of a fire protection district may enter into contracts for supplies, materials or work involving an expenditure in excess of \$20,000 through participation in a joint governmental or nongovernmental purchasing program that requires as part of its selection procedure a competitive solicitation and procurement process. IML supported the legislation.

### **HB 3222 (Rep. Walker, Sen. Aquino)—DHR LAND TRANSFER**

The bill authorizes the Department of Human Services (DHR) to grant and convey a permanent conservation easement to the Chicago Park District. Repeals a provision in Public Act 94-653 regarding the legal description of the land. Authorizes the Director of the Department of Natural Resources to terminate all contractual interests of the State of Illinois provided in the agreement between the State and the City of Pana, made on June 28, 1949, for the purpose of funding the construction of a dam and water reservoir to create the Pana Lake Project. Provides that the State of Illinois shall not receive compensation for the termination of its contractual rights. Provides that the Director shall execute a mutual termination with the City of Pana terminating both parties' interests in the agreement. Authorizes the Director to

execute and deliver a quitclaim deed concerning specified real property to the Forest Preserve District of Will County for \$1. Authorizes the Illinois Medical District Commission to execute and deliver a quitclaim deed for specified real property to the Julie and Michael Tracy Family Foundation. IML supported the legislation.

#### **HB 3575 (Rep. Wheeler, Sen. Sims)—BLOCKCHAIN TECHNOLOGY ACT**

Creates the Blockchain Technology Act. Provides for the permitted uses of blockchain technology in transactions and proceedings. Provides limitations to the use of blockchain technology. Prohibits units of local government from implementing specified restrictions on the use of blockchain technology. IML took no position on the bill.

#### **HB 3610 (Rep. Guzzardi, Rep. Anderson)—BREW PUB REGULATION**

Amends the Liquor Control Act of 1934. Provides that brew pubs wholly owned and operated by the same licensee may combine each location's production limit of 155,000 gallons of beer per year and allocate the aggregate total between the wholly owned, operated and licensed locations. Provides that a manufacturer of beer or a brew pub may transfer any beer manufactured or sold on its licensed premises to a growler or crowler and sell those growlers or crowlers to non-licensees for consumption off the premises and provides that specified sanitation requirements do not apply. Provides that on-premises retail licensees may fill growlers or crowlers or refill growlers of beer if specified requirements are met, including sealing requirements, labeling requirements and cleaning and sanitization requirements. Provides that growlers and crowlers are not original packages for the purposes of the Act. Provides that upon a consumer taking possession of a growler or crowler from an on-premises retail licensee, the growler or crowler and its contents are deemed to be in the sole custody, control and care of the consumer. Provides that a growler or crowler that complies with specified labeling and packaging requirements shall not be deemed an unsealed container for the purposes of the Illinois Vehicle Code. IML took no position on the bill.

#### **SB 0001 (P.A. 101-0001) (Sen. Lightford, Rep. Guzzardi)—MINIMUM WAGE INCREASE**

Amends the Illinois Income Tax Act and the Minimum Wage Law. Provides for an increase in the minimum wage and for a credit against withholding payments in relation to the increase. Increases the minimum wage to \$9.25 per hour beginning January 1, 2020. Provides for annual increases in the minimum wage culminating in a minimum wage of \$15 per hour beginning on January 1, 2025. Provides to employers with 50 or fewer full-time equivalent employees a credit against tax withheld beginning January 1, 2020. Reduces the credit beginning January 1, 2021. Provides employers may claim the credit amount in effect on January 1, 2025 until December 31, 2026 and that employers with no more than five employees may claim that credit until December 31, 2027. Authorizes the Department of Labor to perform random audits of employer to ascertain compliance with the Minimum Wage Law. Authorizes a penalty of \$100 per employee for failure to maintain required records. Effective February 19, 2019. IML opposed the legislation.

#### **SB 0090 (Sen. McConchie, Rep. Didech)—DRAINAGE DISTRICT DISSOLUTION**

Amends the Illinois Drainage Code. Provides that if one or more municipalities account for at least 75% of a drainage district's territory, the drainage district may be dissolved if each municipality that has territory within the drainage district and the county in which the drainage district lies adopt a resolution or ordinance dissolving the district. Provides for transfer of powers and real property of the former drainage district to the municipalities and county. Provides that the county shall notify the Illinois Environmental Protection Agency of the dissolution of the district no later than 60 days after the date of dissolution of the district. IML supported the bill.



**SB 0169 (Sen. Mulroe, Rep. Turner)—NOTICE OF FORECLOSURE**

Amends the Code of Civil Procedure. Provides that the failure to send a copy of the notice to the alderman or to file an affidavit as required shall result in a stay of the foreclosure action on a motion of a party or the court; if the foreclosure action has been stayed by an order of the court, the plaintiff shall send the notice by certified mail or by private carrier that provides proof of delivery; and after proof of delivery is tendered to the court, the court shall lift the stay of the foreclosure action. IML took no position on the bill.

**SB 1536 (Sen. Link, Rep. Mayfield)—MUNICIPAL TERM LIMITS**

Amends the Illinois Municipal Code. Provides that the imposition of term limits by referendum, ordinance, or otherwise must be prospective. Provides that elective office held prior to the effective date of any term limit imposed by a municipality shall not prohibit a person otherwise eligible from running for or holding elective office in that municipality. Provides that term limits imposed in a manner inconsistent with the applicable provisions remain valid prospectively, but are invalid as they apply to service prior to the enactment of the term limits. Provides that imposition of term limits by referendum, ordinance, or otherwise shall only apply to terms for the same office or that category of municipal office. Provides that these provisions apply to all term limits imposed by a municipality by referendum, ordinance, or otherwise passed on or after November 8, 2016. Limits home rule powers. IML negotiated an amendment and was ultimately neutral on the bill.

**SB 1724 (Sen. Harris, Rep. Ford)—SURVEY OF WATER RATES**

Amends the University of Illinois Act. Provides that, subject to appropriation, no later than December 1, 2020, the Government Finance Research Center at the University of Illinois at Chicago, in coordination with an intergovernmental advisory committee, must issue a report evaluating the setting of water rates throughout the Lake Michigan service area of northeastern Illinois and, no later than December 1, 2021, for the remainder of Illinois; specifies report requirements. Provides that in developing the report, the Government Finance Research Center shall form an advisory committee; provides for the committee's membership. Provides that no later than 60 days after the effective date of the amendatory Act, the Government Finance Research Center must provide an opportunity for public comment on the questions to be addressed in the report, the metrics to be used and the recommendations that need to be issued. Repeals the provision on January 1, 2022. IML supported the bill.

**SB 1806 (Sen. Righter, Rep. DeLuca)—LOCAL GOVERNMENT AUDITING STANDARDS**

Amends the Governmental Account Audit Act, the Counties Code and the Illinois Municipal Code. Removes definitions of "licensed public accountant" and "accountant". Adds a definition for "generally accepted auditing standards". Modifies the definition of "auditor" to also include a substantially-equivalent licensed CPA that operates out-of-state. Replaces references to licensed public accountants and accountants with references to auditors. Modifies audit report requirements for fiscal year 2019 and beyond. Changes various terminology throughout. IML supported the bill.

**SB 1894 (Sen. Muñoz, Rep. Cabello)—SPECIALTY LICENSE PLATES – FAMILIES OF FALLEN POLICE & FIREFIGHTERS**

Amends the Illinois Vehicle Code and provides that children and stepchildren, in addition to the spouse and parents, of a police officer or firefighter who has died in the line of duty may be issued special license plates. IML supported the bill.

**SB 1932 (Sen. Manar, Rep. Carroll)—PROPERTY TAX RELIEF TASK FORCE**

Amends the Property Tax Code to create the Property Tax Relief Task Force. Provides that the Task Force shall identify the causes of increasingly burdensome property taxes across Illinois, review best



practices in public policy strategies that create short-term and long-term property tax relief for homeowners, and make recommendations to assist in the development of short-term and long-term administrative, electoral and legislative changes needed to create short-term and long-term property tax relief for homeowners. Provides for the membership of the Task Force. Provides that the Task Force shall submit its initial report to the Governor and the General Assembly within 90 days of the effective date of this amendatory Act, and provides that the Task Force shall submit its final report to the Governor and the General Assembly by December 31, 2019. Repeals these provisions December 31, 2020. Effective immediately. IML supported the bill.

#### **SB 2037 (Sen. Crowe, Rep. Kifowit)—NOTARY PUBLIC REMITTANCE AGENT**

Amends that every company, corporation, association, organization or person that remits notary public applications to the Secretary of State on behalf of applicants for appointment and commission as a notary public, for compensation or otherwise, shall comply with standards to qualify for licensure as a notary public remittance agent. Provides standards to qualify for licensure as a notary public remittance agent. IML worked with the sponsor to ensure that specified provisions concerning notary public remittance agents do not apply to units of local government and was ultimately neutral on the bill.

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## **HEALTHCARE BENEFITS**

#### **HB 2146 (Rep. Gabel, Sen. Koehler)—HEALTH IN ALL POLICIES ACT**

Creates the Health in All Policies Act. Provides that the University of Illinois at Chicago School of Public Health, in consultation with the Department of Public Health, shall convene a workgroup to review legislation and make new policy recommendations relating to the health of residents of the State. Provides for areas the workgroup shall examine. Provides that the workgroup, using a health in all policies framework, shall review and make recommendations regarding how health considerations may be incorporated into the decision-making processes of government agencies and private stakeholders who interact with government agencies, foster collaboration among units of local government and State agencies, develop laws and policies to improve health and reduce health inequities, and make recommendations regarding how to implement laws and policies to improve health and reduce health inequities. Specifies who shall be members of the workgroup. Provides that the Department of Public Health shall provide administrative and other support to the workgroup. Provides that the workgroup shall prepare a report that summarizes its work and makes recommendations resulting from its study to the General Assembly by December 31, 2020, and by December 31 of each year thereafter. Effective January 1, 2020. IML took no position on the bill.

#### **HB 3503 (Rep. Manley, Sen. Bertino-Tarrant)—HEARING AIDS INSURANCE COVERAGE**

Amends the Illinois Insurance Code, the State Employees Group Insurance Act of 1971, the Counties Code, the Illinois Municipal Code, the School Code, the Health Maintenance Organization Act, the Limited Health Service Organization Act, the Voluntary Health Services Plans Act and the Illinois Public Aid Code to require coverage for hearing instruments and related services for all individuals 65 years of age and older when a hearing care professional prescribes a hearing instrument. IML was neutral on the bill.

#### **SB 0162 (Sen. Holmes, Rep. Keicher)—DIAGNOSTIC MAMMOGRAM INSURANCE COVERAGE**

Amends the Counties Code, the Illinois Municipal Code, Illinois Insurance Code, the Health Maintenance Organization Act, and the Illinois Public Aid Code. In provisions concerning coverage for mammograms,

provides that coverage shall also include a diagnostic mammogram when medically necessary, as determined by a physician licensed to practice medicine in all its branches, advanced practice registered nurse or physician assistant. Makes changes to coverage for a comprehensive ultrasound screening and MRI. Effective January 1, 2020. IML took no position on the bill.

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## INCOME TAXES

### **HB 3590 (Rep. Yingling, Sen. Bush)—GAMBLING WINNINGS**

Amends the Illinois Income Tax Act. Provides that winnings from pari-mutuel wagering conducted at a wagering facility licensed under the Illinois Horse Racing Act of 1975 or from winnings from gambling games conducted on a riverboat licensed under the Riverboat Gambling Act are taxable as income in this State, for both residents and nonresidents. Provides that such winners must withhold Illinois income tax from their winnings, if the payment of winnings must be reported to the Internal Revenue Service by the person making the payment. IML supported the bill.

### **SB 0687 (P.A. 101-0008) (Sen. Hutchinson, Rep. Zalewski)—GRADUATED INCOME TAX – INDIVIDUAL RATES**

Amends the Illinois Income Tax Act. Sets forth a schedule of income-based tax rates for individuals, trusts and estates for taxable years beginning on or after January 1, 2021, if Senate Joint Resolution Constitutional Amendment No. 1 of the 101st General Assembly is approved by the voters prior to that date. IML opposed the legislation.

### **SB 1800 (Sen. Rose, Rep. Marron)—INCOME TAX – AMOUNT PAYABLE**

Amends the Illinois Income Tax Act and provides that taxpayers (other than estates, trusts, partnerships, Subchapter S corporations and farmers) are required to pay estimated tax if the amount payable can reasonably be expected to be more than \$1,000 (currently, \$500). Provides that corporations are required to pay estimated tax if the amount payable can reasonably be expected to be more than \$400 (which is the same as current law). IML took no position on the bill.

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## LABOR

### **HB 0252 (Rep. Guzzardi, Sen. Castro)—HUMAN RIGHTS ACT – EMPLOYER DEFINITION**

Amends the Illinois Human Rights Act. Provides that "employer" includes any person employing one (instead of 15) or more employees within Illinois during 20 or more calendar weeks within the calendar year of or preceding the alleged violation. Provides that "employer" does not include any place of worship with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by the place of worship of its activities. Effective date of July 1, 2020. IML opposed the bill.

### **HB 0303 (Rep. McSweeney, Sen. T. Cullerton)—DISCLOSABLE PAYMENT - SICK LEAVE**

Amends the Local Government Wage Increase Transparency Act. Provides that "disclosable payment" also includes accumulated sick leave. IML took no position on the bill.

### **HB 0834 (Rep. Moeller, Sen. Castro)—EQUAL PAY ACT - WAGE HISTORY**

Amends the Equal Pay Act of 2003. Provides that the exceptions to the equal pay requirement based on sex also apply to the equal pay requirement for African-American employees. Provides that an employer

may prohibit a human resources employee, supervisor or other employee whose job responsibilities require or allow access to other employees' wage or salary information from disclosing that information without prior written consent from the employee whose information is sought or requested. Provides that an employer is not in violation of specified provisions when a job applicant voluntarily and without prompting discloses his or her current or prior wage or salary history, including benefits or other compensation, on the condition that the employer does not consider or rely on the voluntary disclosures as a factor in determining whether to offer a job applicant employment, in making an offer of compensation, or in determining future wages, salary, benefits or other compensation. Makes other changes. IML took no position on the bill.

#### **SB 0161 (Sen. Curran, Rep. Hoffman)—ATTORNEY GENERAL - WORKER PROTECTION UNIT**

Amends the Attorney General Act. Creates the Worker Protection Unit within the Office of the Illinois Attorney General to intervene in, initiate, enforce and defend all criminal or civil legal proceedings on matters and violations relating to specified statutes. Provides further powers and requirements of the Attorney General in the Worker Protection Unit. Creates the Worker Protection Task Force. Provides for the purposes and composition of the Task Force. Specifies that the Unit shall be dedicated to combating businesses that underpay their employees, force their employees to work in unsafe conditions and gain an unfair economic advantage by avoiding their tax and labor responsibilities. Specifies that the Unit shall have the power and duty to intervene in, initiate and enforce all legal proceedings on matters related to the payment of wages, the safety of the workplace and fair employment practices. Provides that the Office of the Attorney General may use information obtained by the Worker Protection Unit for law enforcement purposes only. Provides that the Task Force shall submit a report to the Governor and the General Assembly regarding its progress no later than December 1, 2020. Repeals the Task Force December 1, 2021. IML took no position on the bill.

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## **MEETINGS, PUBLIC RECORDS & NOTIFICATIONS**

#### **HB 0814 (Rep. Kifowit, Sen. Holmes)—MUNICIPAL OPEN MEETINGS ACT TRAINING**

Amends the Open Meetings Act. Provides that an elected or appointed member of a public body of a municipality may satisfy the training requirements under the Open Meetings Act by participating in a course of training sponsored or conducted by an organization that represents municipalities as designated under a specified Section of the Illinois Municipal Code. Provides content requirements for the training. Provides that if an organization representing municipalities provides training, it must provide a certificate of course completion to each elected or appointed member of a public body who successfully completes that course of training. This is an IML initiative.

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## **MUNICIPAL AUTHORITY**

#### **HB 0348 (Rep. McSweeney, Sen. Link)—MCHENRY TOWNSHIP DISSOLUTION**

Amends the Township Code. Provides that the board of trustees of any township located in McHenry County may submit a proposition to dissolve the township to the township electors or township electors may petition for a referendum to dissolve a township. Provides for the transfer of real and personal property, and any other assets, together with all personnel, contractual obligations and liabilities of the dissolving township to McHenry County. Provides that all road districts wholly within the boundaries of the dissolving township are dissolved on the date of dissolution of the dissolving township and the powers

and responsibilities of the road district are transferred to McHenry County, and provides that municipalities within the dissolving township may elect to assume the duties and responsibilities of the road district or road districts. Provides that the road district is abolished on the expiration of the term of office of the highway commissioner of the road district facing abolition following the determination by the county engineer or county superintendent of highways. Provides that the township board of trustees may enter into a contract with the county, a municipality, or a private contractor to administer the roads added to its jurisdiction. IML took no position on the bill.

#### **HB 0910 (Rep. Kifowit, Sen. Holmes)—AURORA PUBLIC LIBRARY ELECTED BOARD**

Amends the Illinois Local Library Act. Provides that a proposition for the appointed Aurora Public Library board to be changed to an elected board shall be submitted by referendum to the voters of the City of Aurora either by ordinance of the city council or that signatures of 250 registered voters of the City of Aurora are needed to nominate a person to be a member of the elected board of trustees of the Aurora Public Library. Creates a process to revert back to an appointed library board after changing to an elected board. IML took no position on the bill.

#### **HB 2124 (Rep. Welch, Sen. Bush)—OPEN MEETINGS ACT EXCEPTIONS**

Provides that a public body may hold a closed meeting to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the public body or against legal counsel for the public body to determine its validity. IML supported the legislation.

#### **HB 2176 (Rep. Villanueva, Sen. Martinez)—NOTARY PUBLIC LEGAL REPRESENTATION NOTICE**

Amends the Illinois Notary Public Act. Modifies the required disavowal of legal representation notice. Provides for fines for the failure of a notary public to follow specified notice requirements. Provides that prior to rendering notary public services to a person seeking such services, a notary public shall, in addition to any written or electronic notice, also give a verbal disavowal of legal representation that is substantially the same as the statement required for written and electronic advertisements of notary services. Provides that upon providing the verbal disavowal of legal representation, the person seeking notary services shall be provided with an acknowledgment form reciting the disavowal of legal representation, and be required to sign such form acknowledging that he or she has been advised and understands that the notary public is not a licensed attorney and is not otherwise authorized to provide legal advice or services. Provides that the acknowledgment form shall be prescribed by the Secretary of State and be made available in English and in the non-English language in which notary services were solicited. Requires every notary public who is not an attorney or an accredited immigration representative to, prior to rendering notary services, provide any person seeking notary services with a written acknowledgment. IML negotiated an amendment and was ultimately neutral on the bill.

#### **HB 2670 (Rep. Robinson, Sen. Hunter)—IDFPR – CRIMINAL CONVICTION LICENSES**

Amends the Department of Professional Regulation Law of the Civil Administrative Code of Illinois. Defines "mitigating factors" for the purposes of provisions concerning the licensure, certification or registration of applicants with criminal convictions. Provides that mitigating factors are not a bar to licensure, instead they provide guidance for the Illinois Department of Financial and Professional Regulation (IDFPR) when considering licensure, registration or certification for an applicant with criminal history. Makes other changes. IML was neutral on the bill.

**HB 2675 (Rep. Demmer, Sen. Martinez)—LIQUOR DISTILLERY REGULATIONS**

Amends the Liquor Control Act of 1934. Creates a class 1 craft distiller license. Provides that, among other authorizations, a class 1 craft distiller license shall allow the manufacture of up to 50,000 gallons of spirits per year provided that the class 1 craft distiller licensee does not manufacture more than a combined 50,000 gallons of spirits per year and is not a member of or affiliated with a manufacturer that produces more than 50,000 gallons of spirits per year or any other alcoholic liquor. Provides that a class 1 craft distiller or a non-resident dealer who manufactures less than 50,000 gallons of distilled spirits per year may make application to the State Commission for a self-distribution exemption. Creates a class 2 craft distiller license. Provides that, among other authorizations, a class 2 craft distiller license shall allow the manufacture of up to 100,000 gallons of spirits per year. Creates a craft distiller warehouse permit. Creates a distilling pub license. Provides that, among other authorizations, a distilling pub licensee may manufacture up to 5,000 gallons of spirits per year only on the premises specified in the license and make sales of the spirits manufactured on the premises or, with the approval of the State Commission, spirits manufactured on another distilling pub licensed premises that is wholly owned and operated by the same licensee to importing distributors and distributors and to non-licensees for use and consumption. Establishes fees for the class 1 distiller license, class 2 distiller license, craft distiller warehouse permit and distilling pub license. Removes a provision authorizing craft distiller tasting permit licensees to conduct product sampling. IML took no position on the bill.

**HB 2836 (Rep. Welch, Sen. Manar)—STATE TREASURER ACQUISITION OF CITY OF SPRINGFIELD PROPERTY**

Amends the State Treasurer Act. Provides that the State Treasurer is authorized during fiscal years 2019 and 2020 to acquire real property located in the City of Springfield, Illinois, which the State Treasurer deems necessary to properly carry out the powers and duties vested in him or her. Provides that the State Treasurer may enter into contracts relating to construction, reconstruction or renovation projects for any such buildings or lands acquired under this Act, and the State Treasurer may equip, lease, operate and maintain those grounds, buildings and facilities as may be appropriate to carry out the State Treasurer's statutory purposes and duties. Provides that the State Treasurer may enter into agreements with any person with respect to the use and occupancy of the grounds, buildings and facilities of the State Treasurer, including concession, license and lease agreements on terms and conditions as the State Treasurer determines and in accordance with the procurement processes for the Office of the State Treasurer, which shall be substantially in accordance with the requirements of Illinois Procurement Code. IML supported the legislation.

**HB 2841 (P.A. 101-0014) (Rep. DeLuca, Sen. T. Cullerton)—MAYORS PERFORM SOLEMNIZATION CEREMONIES**

Amends the Illinois Marriage and Dissolution of Marriage Act. Provides that a marriage may be solemnized by a mayor or president of a city, village or incorporated town who is in office on the date of the solemnization. Provides that a mayor or president of a city, village or incorporated town shall not receive any compensation in return for the solemnization of a marriage. IML was neutral on the legislation. Effective June 14, 2019.

**HB 2854 (Rep. Gabel, Sen. Fine)—FIRE DEPARTMENT – APPRENTICE PREFERENCE**

Amends the Illinois Municipal Code and the Fire Protection District Act. Creates a permissive hiring preference of up to 20 points for a person who has performed fire suppression service for a department as a firefighter apprentice and otherwise meets the qualifications for original appointment as a firefighter. Requires the eligible firefighter to have completed a minimum of 600 hours of specified fire suppression work in order to be considered for the preference and that the Joint Apprenticeship Committee shall evaluate the merit of the applicant's performance and determine the preference points to be awarded. IML was neutral on the legislation.



**HB 2993 (Rep. Davidsmeyer, Sen. McClure)—LIBRARY DISTRICT TERRITORY ANNEXATION REQUIREMENTS**

Amends the Public Library District Act. Provides that territory annexed by a public library district included within a municipality or school district shall be approved by ordinance of the board, publication or posting, and voter referendum (rather than only by ordinance of the board with the option for a back-door referendum to prevent the annexation). Repeals provisions allowing a referendum to disconnect annexed territory from a library district. IML was neutral on the legislation.

**HB 3334 (Rep. Rita, Sen. Syverson)—RAFFLES/POKER RUN REGULATIONS**

Amends the Raffles and Pokers Runs Act. Provides that raffles shall be governed by the governing body of the municipality jurisdiction over the location where the winning chances in the raffle are determined. Provides that a license shall authorize the holder of such license to sell raffle chances throughout the State, including beyond the borders of the licensing municipality or county. Makes changes in provisions concerning licenses, applications, issuance, restrictions and ineligible persons; conduct of raffles and poker runs; managers and bonds; records; and political committees. Incorporates provisions concerning raffles by law enforcement agencies and statewide associations that represent law enforcement officials into the rest of the Act. Makes corresponding changes in the Criminal Code of 2012. IML was neutral on the legislation.

**HB 3501 (Rep. Manley, Sen. Bush)—CLEAN ENERGY PROJECT FINANCING**

Amends the Property Assessed Clean Energy Act. Expands and changes the financing or refinancing that a governmental unit or the Illinois Finance Authority may use for assessment contracts. Changes elements required in an ordinance or resolution establishing a property assessed clean energy program. Changes elements required to be included in a property assessed clean energy program report. Provides that assessments under the program may be included in property tax bills and establishes procedures for billing and collection of assessments. Modifies how PACE bonds are issued and paid, including that the State will not limit or alter the rights and powers vested in governmental units by this Act or in the Authority in accordance with this Act. Provides that the provisions of the Act are intended to be supplemental and in addition to all other powers or authorities granted to any governmental unit, shall be construed liberally and shall not be construed as a limitation of any power or authority otherwise granted. IML was neutral on the legislation.

**HB 3534 (Rep. Stava-Murray, Sen. Castro)—GENDER DESIGNATION - SECRETARY OF STATE FORMS**

Amends the Illinois Identification Card Act and the Illinois Vehicle Code. Provides that upon the first issuance of a request for proposals for a digital driver's license and identification card issuance and facial recognition system issued after the effective date of this amendatory Act, and upon implementation of a new or revised system procured pursuant to that request for proposals, the Secretary of State shall permit applicants to choose between "male", "female", or "non-binary" when designating the applicant's sex on identification card and driver's license application forms. Provides that the sex designated by the applicant shall be displayed on the identification card or driver's license issued to the applicant. IML was neutral on the legislation.

**HB 3604 (Rep. Tarver, Sen. Peters)—LIQUOR SALES - PRIVATE INSTITUTION OF HIGHER LEARNING**

Amends the Liquor Control Act of 1934. Provides that a vote to prohibit sales at retail of alcoholic liquor (or alcoholic liquor other than beer containing not more than 4% of alcohol by weight or alcoholic liquor containing more than 4% alcohol by weight in the original package and not for consumption on the premises) in a precinct in a city, village or incorporated town of more than 200,000 inhabitants shall not apply to retail sales of alcoholic liquor by a specific private institution of higher learning or an affiliate thereof. IML was neutral on the bill.

**HB 3711 (Rep. Ramirez, Sen. Villivalam)—EQUITABLE RESTROOMS - BABY CHANGING STATIONS**

Amends the Equitable Restrooms Act. Requires every public building with restrooms open and accessible to the public to have at least one safe, sanitary, convenient and publicly accessible baby diaper changing station that is accessible to women entering a restroom provided for use by women and one that is accessible to men entering a restroom provided for use by men, or at least one such baby diaper changing station that is accessible to both men and women. Requires a public restroom that is open and accessible to the public and includes a baby diaper changing station to include signage at or near the entrance to the baby changing station indicating the location of the baby diaper changing station. Provides that the requirements are not enforceable by a private right of action. IML was neutral on the bill.

**SB 0205 (Sen. Muñoz, Rep. Welch)—MWRD - NOTES OF INDEBTEDNESS**

Amends the Metropolitan Water Reclamation District Act. Extends the time for the Metropolitan Water Reclamation District to issue notes or other evidences of indebtedness for sewage treatment and water quality improvements from December 31, 2024 to December 31, 2034. IML supported the legislation.

**SB 0556 (Sen. Bush, Rep. Yingling)—GENDER NEUTRAL RESTROOM SIGNAGE**

Amends the Equitable Restrooms Act. Provides that each single-occupancy restroom shall be outfitted with exterior signage that marks the single-occupancy restroom as a restroom and does not indicate any specific gender. Provides that during an inspection of a place of public accommodation or public building by a health officer or health inspector, the health officer or health inspector may inspect the place of accommodation or public building to determine whether it complies. Effective January 1, 2020. IML was neutral on the bill.

**SB 0584 (Sen. Crowe, Rep. Hoffman)—METRO-EAST SANITARY DISTRICT'S BOARD OF COMMISSIONERS**

Amends the Metro-East Sanitary District Act of 1974. Provides that, beginning on the effective date of the amendatory Act, the mayor, or his or her designee, of the largest municipality in the county having the greater equalized assessed valuation of the district shall be an ex officio commissioner of the Metro-East Sanitary District's Board of Commissioners with voting rights. IML supported the legislation.

**SB 1244 (Sen. Belt, Rep. Greenwood)—VETERAN MEMORIAL MARKERS**

Amends the Veterans Burial Places Act. Provides that the Department of Veterans' Affairs shall pay an amount not to exceed \$125 (rather than \$100) to the next of kin or \$125 to the cemetery official responsible for the cost of transporting and erecting a headstone or memorial. IML was neutral on the bill.

**SB 1273 (Sen. Curran, Rep. Martwick)—TRANSFER OF PARK DISTRICT PROPERTY**

Amends the Park District Code. Provides that real estate, not subject to a covenant to hold and maintain the property for public park or recreational purposes or not otherwise conveyed and replaced as provided in specified provisions, may be conveyed to another unit of local government or school district if the park district board approves the sale to the unit of local government or school district by a four-fifths vote and: (i) the park district is situated wholly within the corporate limits of that unit of local government or school district; or (ii) the real estate is conveyed for a price not less than the appraised value of the real estate as determined by the average of three written MAI certified appraisals or by the average of three written certified appraisals of State certified or licensed real estate appraisers. IML was neutral on the bill.

**SB 1712 (Sen. Koehler, Rep. Burke)—PUBLIC BODY CREDIT CARDS – FOIA EXCEPTIONS**

Amends the Freedom of Information Act. Exempts from disclosure a public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code

numbers, passwords and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person. IML supported the legislation.

**SB 1735 (Sen. Aquino, Rep. Ramirez)—PUBLIC AID ELIGIBILITY - RESEARCH PROJECT EXEMPTION**

Amends the Illinois Public Aid Code. Provides that for purposes of determining eligibility and the amount of assistance under the Code, the Department of Human Services and local governmental units shall exclude from consideration, for a period of no more than 60 months, any financial assistance, including wages, cash transfers or gifts, that is provided to a person who is enrolled in a program or research project that is not funded with general revenue funds and that is intended to investigate the impacts of policies or programs designed to reduce poverty, promote social mobility, or increase financial stability for Illinois residents if there is an explicit plan to collect data and evaluate the program or initiative that is developed prior to participants in the study being enrolled in the program and if a research team has been identified to oversee the evaluation. IML took no position on the bill.

**SB 1938 (Sen. Manar, Rep. Greenwood)—IDOT LAND TRANSFER TO CITY OF WYOMING AND CITY OF OTTAWA**

Authorizes the Director of the Department of Natural Resources to deliver certain real property to the City of Wyoming and the City of Ottawa, with specified conditions, for \$1.00. Authorizes the Director of the Department to exchange certain real property in St. Clair County and Pulaski County, with specified conditions. IML supported the legislation.

**SB 2068 (Sen. Rose, Rep. Caulkins)—COMMUNAL KITCHENS**

Amends the Food Handling Regulation Enforcement Act. Prohibits a public health district from regulating the preparing and serving of food in a private residential leasehold that is prepared by or for the lessees and consumed by the lessees and their guests. IML took no position on the bill.

**SB 2136 (Sen. Link, Rep. Mayfield)—NORTH SHORE WATER RECLAMATION DISTRICT ADJUSTMENTS**

Amends the North Shore Water Reclamation District Act. Provides that connection fees owed at the time of a property's sale shall be a lien on real estate. Provides that if the district participates in a nutrient trading program, the district shall give preference to trading investments: (i) that will benefit low income or rural communities; and (ii) where local water quality improvements can be realized. Increases the maximum dollar amount of an emergency contract to no more than \$500,000 (rather than \$350,000). Provides that the president of the board of trustees shall not receive more than \$18,000 (rather than \$14,000) per year and each other member of the board shall not receive more than \$15,000 (rather than \$11,000) per year. IML was neutral on the bill.

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## **MUNICIPAL LIABILITY**

**HB 2233 (Rep. Thapedi, Sen. Mulroe)—REPEAL OF SPECIAL INTERROGATORIES**

Amends the Code of Civil Procedure. Provides that within the discretion of the court, the jury may be asked to find specially upon any material question or questions of fact submitted to the jury in writing. Provides that any party may request special interrogatories. Provides that submitting or refusing to submit a question of fact to the jury may be reviewed on appeal to determine whether the trial court abused its discretion. Provides that when any special finding of fact is inconsistent with the general verdict, the court shall direct the jury to further consider its answers and verdicts, and if, in the discretion of the trial court, the jury is unable to render a general verdict consistent with any special finding, the trial court shall order a new trial. Provides that during closing arguments, the parties shall be allowed to explain to the jury what



may result if the general verdict is inconsistent with any special findings. Provides that the Act applies only to trials commencing on or after January 1, 2020. IML opposed the legislation.

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## **PENSION BENEFITS**

### **HB 2470 (Rep. Burke, Sen. Cunningham)—CHICAGO POLICE ADMINISTRATIVE REVIEW**

Amends the Chicago Police Article of the Illinois Pension Code. Provides that if any policeman whose application for either a duty disability benefit or an occupational disease disability benefit has been denied by the retirement board brings an action for administrative review challenging the denial of disability benefits and the policeman prevails in the action in administrative review, then the prevailing policeman shall be entitled to recover from the fund court costs and litigation expenses, including reasonable attorney's fees, as part of the costs of the action. IML opposed the legislation.

### **HB 2502 (Rep. Willis, Sen. Castro)—TRANSFER FROM FIREMEN'S ANNUITY & BENEFIT FUND TO MUNICIPAL FUNDS**

Amends the Downstate Firefighter and Chicago Firefighter Articles of the Illinois Pension Code. Authorizes, until six months after the effective date of the amendatory Act, the transfer of creditable service from the Firemen's Annuity and Benefit Fund of Chicago to municipal firefighters' pension funds. IML opposed the legislation.

### **HB 3263 (Rep. Mazzochi, Sen. Curran)—IMRF POSTING REQUIREMENTS**

Amends the Illinois Municipal Retirement Fund (IMRF) Article of the Illinois Pension Code. Provides that the Fund shall post on its publicly available website the following information regarding municipalities that participate in the Fund that the Fund has in its possession: (1) copies of all resolutions adopted by a municipality on or after January 1, 1995, to participate in the Fund if such a resolution was required; (2) an annual report listing each municipality and the date each municipality first became a municipality that participates in the Fund; (3) all documents pertaining to each municipality's annual projected future contributions to the Fund; and (4) information about the amount of each municipality's past required contributions to the Fund for each year of participation on or after January 1, 1995, and before, if available. Requires municipality to post to its website a link to that information no later than January 1, 2021. Specifies that the provisions do not require the Fund to post on its website information that is exempt from disclosure under the Freedom of Information Act and do not require a municipality to establish or maintain a website. Amends the State Mandates Act to require implementation without reimbursement by the State. Effective July 1, 2020. IML opposed the legislation.

### **HB 3446 (Rep. Robinson, Sen. Aquino)—IMRF ELIGIBILITY FOR TEMPORARY DISABILITY BENEFITS**

Amends the Illinois Municipal Retirement Fund (IMRF) Article of the Illinois Pension Code. In a provision concerning eligibility for temporary disability benefits or total and permanent disability benefits. Removes a requirement that an interruption in service for a specified period must have been with the same participating municipality or participating instrumentality. IML was neutral on the bill.

### **SB 0037 (Sen. Bush, Rep. Walsh)—DOWNSTATE FIRE PROTECTION - SECONDARY EMPLOYER REQUIREMENTS**

Provides that the fire chief of a secondary employer shall report any injury, illness or exposure incurred by a secondary employee during his or her employment to the primary employer's pension fund within 96 hours from the time of the occurrence. Provides that a municipality that has established a pension fund under the Downstate Firefighter Article and who employs a full-time firefighter shall be deemed a primary employer with respect to that full-time firefighter. Provides that any municipality of 5,000 or

more inhabitants that employs or enrolls a firefighter and meets other criteria shall be deemed a secondary employer. Requires a secondary employer to annually prepare a report accounting for all hours worked by and wages and salaries paid to secondary employee firefighters. Requires a certified copy of the report to be transmitted to the primary employer's pension fund and the secondary employee firefighter. IML opposed the legislation.

**SB 1236 (Sen. Link, Rep. Yingling)—PROHIBITION FROM RECEIVING SALARY IF RECEIVING PENSION**

Amends the Local Government Officer Compensation Act. Provides an elected officer of a unit of local government shall not receive a salary or other compensation from the unit of local government if the member is receiving pension benefits from the Illinois Municipal Retirement Fund for the elected official's service in that same elected position. Provides that if an elected official is receiving pension benefits from the Illinois Municipal Retirement Fund on the effective date of the amendatory Act, the official's salary and compensation shall be reduced to zero at the beginning of the member's next term. Limits home rule powers. IML opposed the legislation.

**SB 1264 (Sen. Aquino, Rep. Martwick)—UNCLAIMED PROPERTY**

Amends the Revised Uniform Unclaimed Property Act. Provides, with exceptions, that the Act does not apply to any annuity, pension or benefit fund held in a fiduciary capacity by a retirement system, pension fund or investment board created under any Article of the Illinois Pension Code. Provides that the administrator and each retirement system, pension fund and investment board shall enter into an interagency agreement concerning the implementation of the compliance provisions. IML took no position on the bill.

**SB 2030 (Sen. Mulroe, Rep. Martwick)—CHICAGO FIREFIGHTER PENSIONS - BIRTHDATE**

Amends the Chicago Firefighter Article of the Illinois Pension Code. Specifies that the age stated in a fireman's application for appointment as a member shall be conclusive evidence of his or her age for the purposes of providing all benefits under the Article (rather than for the purposes of the Article). Provides that for any fireman entering service with the City of Chicago Fire Department after January 1, 2020, the actual birthdate as provided in the fireman's birth certificate shall be conclusive evidence of the fireman's age for the purposes of the Article. IML took no position on the bill.

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## **PROPERTY TAXES**

**HB 0250 (Rep. Walsh, Sen. Barickman)—JOINT TAX SALES**

Amends the Property Tax Code and the Mobile Home Local Services Tax Enforcement Act. Provides that tax sales need not be held within the county. Provides that a county with fewer than 3,000,000 inhabitants may, by joint agreement, combine its tax sale with the tax sale of one or more other contiguous counties. Provides that a joint tax sale shall be held at a location in one of the participating counties. IML was neutral on the bill.

**HB 0833 (Rep. Crespo, Sen. Ellman)—SENIOR HOMESTEAD EXEMPTION REAPPLICATION**

Amends the Property Tax Code. Provides that, in a county with 3,000,000 or more inhabitants, for taxable years 2020 through 2024, a taxpayer who has been granted a senior citizens homestead exemption need not reapply (currently, the taxpayer must reapply annually). Provides that, if the property ceases to be qualified for that exemption in any year for which a reapplication is not required, then the owner of record of the property shall notify the chief county assessment officer that the property is no longer qualified.

Provides that the chief county assessment officer shall enter into intergovernmental agreements with the county clerk of his or her county and the Department of Public Health, as well as any other appropriate governmental agency, to obtain information that documents the death of a taxpayer who has been granted a senior citizens homestead exemption. Makes conforming changes in provisions concerning erroneous homestead exemptions. IML opposed the legislation.

**HB 2209 (Rep. Yingling, Sen. Fine)—TIF DISTRICT INFORMATION – TAX BILL**

Amends the Property Tax Code. Provides that each tax bill shall contain a list of each tax increment financing (TIF) district in which the property is located and the dollar amount of tax due that is allocable to the TIF district. IML was neutral on the bill.

**SB 0039 (Sen. Link, Rep. Didech)—ILLINOIS PROPERTY TAX RELIEF FUND**

Amends the State Finance Act. Creates the Illinois Property Tax Relief Fund. Provides that moneys in the Illinois Property Tax Relief Fund shall be used to pay rebates to residential property taxpayers in the State. Provides that the Fund may accept moneys from any lawful source. Provides that the State Comptroller shall calculate a property tax rebate amount for the applicable property tax year by dividing the total amount appropriated from the Illinois Property Tax Relief Fund by the total number of homestead exemptions granted for homestead property in the State. Provides that the property tax bills of non-delinquent taxpayers who received a general homestead exemption under the Property Tax Code shall be reduced by the property tax rebate amount. IML supported the legislation.

**SB 0158 (Sen. McGuire, Rep. Walsh)—TOLLWAYS**

Amends the Property Tax Code. Provides that, for a municipality with a population over 100,000, all property owned by the municipality, or property interests or rights held by the municipality, regardless of whether such property, interests, or rights are, in whole or in part, within or without its corporate limits, that is used for toll road or toll bridge purposes and that is leased or licensed for those purposes to another entity whose property or property interests or rights are not exempt shall remain exempt, and any leasehold interest in such property, interest, or rights shall not be subject to property taxes. Provides that, except as regarding toll bridges or as otherwise provided by law, nothing in the amendatory Act shall be construed to authorize a county, municipality, local government or private operator to impose a toll upon any public road, street or highway; nor shall any provision be construed to authorize, pursuant to an intergovernmental agreement or otherwise, the imposition of any toll upon any public road, street or highway. IML was neutral on the bill.

**SB 0527 (Sen. Hutchinson, Rep. Walsh)—WILL COUNTY PROPERTY TAXES**

Amends the Property Tax Code. Provides that the amount paid to the Will County Treasurer from the Tax Recovery Fund to compensate taxing districts for the loss of revenue on real property in Will County that is owned by the State of Illinois for the purpose of developing an airport shall be based on the amount of taxes that would have been extended for the current tax year for the exempt parcel if the parcel had been owned by a person whose property is not exempt (currently, the amount of leasehold taxes extended for the 2002 property tax year). Amends the State Finance Act to provide that compensation from the Tax Recovery Fund shall continue through December 31, 2030 (currently, December 31, 2020). Makes changes to the engrossed bill to provide that the State is not required to pay compensation from the Tax Recovery Fund in excess of the lesser of (i) the Fund's balance or (ii) \$600,000 in any tax year (currently, in excess of the Fund's balance). IML supported the legislation.

**SB 0690 (Sen. Link, Rep. Rita)—LEVELING THE PLAYING FIELD FOR ILLINOIS RETAIL ACT**

Creates the Leveling the Playing Field for Illinois Retail Act. Provides that the Department of Revenue shall establish standards for the certification of certified service providers and certified automated systems. Amends the Retailers' Occupation Tax Act. Provides that specified remote retailers are liable for all applicable State and locally imposed retailers' occupation taxes on all retail sales to Illinois purchasers. Creates the Parking Excise Tax Act. Imposes a tax on the privilege of using a parking space in a parking area or garage for the use of parking one or more motor vehicles. Amends the Cigarette Tax Act and Cigarette Use Tax Act. Imposes a tax upon any person engaged in business as a retailer of cigarettes at the rate of 149 mills per cigarette sold or otherwise disposed of in the course of such business, which shall be distributed each month into the Capital Projects Fund. Amends the Property Tax Code. Provides that, on and after July 1, 2019, the rate of tax imposed for transferring title to, beneficial interest in, and controlling interest in real estate located in Illinois is increased to \$1.50 for each \$500 of value or fraction of \$500 stated in the declaration if the transaction involves nonresidential real estate. Creates the Sports Wagering Act. Authorizes sports wagering: by an organization licensee under the Illinois Horse Racing Act of 1975; by an owner's licensee under the Riverboat Gambling Act (which is renamed in the amendatory Act); and at or within a five-block radius of a sports facility. Authorizes the Board to issue three online sports wagering operator licenses pursuant to an open and competitive selection process. Includes provisions for licensing sports governing bodies for providing official league data to be used for tier 2 sports wagers. Creates a lottery sports wagering pilot program. Creates the State Fair Gaming Act. Authorizes video gaming at the Illinois State Fair and the DuQuoin State Fair by a concessioner licensed by the Illinois Gaming Board. Amends the State Finance Act to create various special funds in the State treasury. Amends the Illinois Horse Racing Act of 1975 and the Riverboat Gambling Act to authorize electronic gaming at racetracks (and makes conforming changes in various Acts). Further amends the Illinois Horse Racing Act of 1975. Indefinitely extends the authorization for advance deposit wagering. Authorizes the construction of a new racetrack limited to standardbred racing in Cook County. Adds additional owner's licenses, one of which authorizes the conduct of casino gambling in the City of Chicago. Increases the number of gaming positions for existing owner's licensees. Amends the Video Gaming Act to increase the amount of maximum wagers, to increase the number of terminals licensees may have on their premises, to add provisions restricting licenses in malls, and to increase the terminal tax. Makes other changes. Effective immediately, except that certain provisions take effect on January 1, 2020. IML took no position on the bill.

**SB 1041 (Sen. DeWitte, Rep. Costa Howard)—LESSEE PROPERTY TAXES**

Amends the Property Tax Code. Provides that, in a county with more than 800,000 inhabitants but fewer than 1,000,000 inhabitants, if a lessee is liable for the payment of property taxes extended against property that is owned by a taxing district, the county treasurer shall promptly notify the taxing district that owns the property if the property taxes are delinquent 60 days after the second installment due date. Provides that the taxing district shall promptly notify the county supervisor of assessments upon the execution of a new lease or the termination of a lease. Provides that the state's attorney of the county in which the property is located may bring an action against the lessee in the circuit court to recover the full amount of delinquent taxes, interest, penalties and costs. IML supported the legislation.

**SB 1257 (Sen. Hutchinson, Rep. Zalewski)—CALCULATION OF BASE INCOME**

Amends the Illinois Income Tax Act. Makes changes concerning the calculation of base income for an organization that is exempt from the federal income tax by reason of the Internal Revenue Code. IML took no position on the bill.

**SB 1456 (Sen. Hutchinson, Rep. Zalewski)—NON-EXEMPT PURPOSE USE OF PROPERTY**

Amends the Property Tax Code. Provides that certain leasehold property located in a municipality with a population of more than 500,000 inhabitants that is used for parking is subject to taxation as a leasehold for the period of time during which it is used for that non-exempt purpose. IML supported the legislation.

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**PUBLIC SAFETY****HB 0051 (Rep. Flowers, Sen. Collins)—POLICE TRAINING - TRAUMA-INFORMED RESPONSES**

Creates the Peter Mendez Act. Amends the Illinois Police Training Act. Provides that curriculum for probationary police officers' curriculum shall also include specified instruction in trauma-informed responses designed to ensure the physical safety and well-being of a child of an arrested parent or immediate family member. IML took no position on the bill.

**HB 0092 (Rep. Kalish, Sen. Barickman)—CRIMINAL WARRANTS - SEXUAL ASSAULT VICTIMS**

Amends the Code of Criminal Procedure of 1963. Provides that whenever a peace officer is aware of a warrant of arrest issued by a circuit court of the State for a person and the peace officer has contact with the person because the person is requesting or receiving emergency medical assistance or medical forensic services for sexual assault at a medical facility, if the warrant of arrest is not for a forcible felony, a violent crime or an alleged violation of parole or mandatory supervised release, the peace officer shall contact the prosecuting authority of the jurisdiction issuing the warrant, or if that prosecutor is not available, the prosecuting authority for the jurisdiction that covers the medical facility to request waiver of the prompt execution of the warrant. Provides that the prosecuting authority may secure a court order waiving the immediate execution of the warrant and provide a copy to the peace officer. IML took no position on the bill.

**HB 0105 (Rep. Willis, Sen. T. Cullerton)—FIRE PREVENTION LIFE SAFETY STANDARDS**

Amends the Fire Investigation Act. Refers to specified rules adopted by the Office as "fire prevention and life safety rules". Provides that the Office shall identify dangerous conditions or fire hazards and notify the owner, occupant or other person interested in the premises. Provides that if no corrective action is taken by the owner, occupant or other person interested in a premises to remove or remedy dangerous conditions or fire hazards within a reasonable time, as determined by the Office or the local authority having jurisdiction, an order shall be served upon the owner, occupant or other person interested in the premises directing that the dangerous condition be removed or remedied immediately. Provides that the Act's provisions regarding enforcement, service and procedural requirements are not applicable within the geographical boundaries of home rule units that have adopted fire prevention and life safety standards by local ordinance, except with respect to State-owned buildings or State-licensed facilities. IML took no position on the bill.

**HB 0245 (Rep. Andrade, Sen. Villivalam)—MOBILE CARRYING DEVICES**

Amends the Illinois Vehicle Code. Defines "mobile carrying device". Provides that a mobile carrying device may be operated on a sidewalk or crosswalk so long as it is operated in accordance with local ordinances, a personal property owner is actively monitoring its operation and navigation, and it is equipped with a braking system that enables it to perform a controlled stop. Prohibits a personal property owner operating a mobile carrying device from failing to comply with traffic or pedestrian control devices and signals, unreasonably interfering with pedestrians or traffic, transporting hazardous materials, or operating on a street or highway other than in a crosswalk. Provides that a local authority may reasonably



regulate the operation of mobile carrying devices in its jurisdiction. Provides that the operator of a mobile carrying device has the rights and obligations applicable to a pedestrian in the same circumstances and shall ensure that a mobile carrying device shall yield the right-of-way to pedestrians on a sidewalk or crosswalk. IML worked with the sponsor to ensure municipal regulatory authority was included in the bill and was ultimately neutral on the bill.

#### **HB 0331 (Rep. Jones, Sen. Collins)—EXPRESSWAY CAMERA ACT**

Creates the Expressway Camera Act. Provides that the Illinois State Police, the Illinois Department of Transportation and the Illinois State Toll Highway Authority shall work together to conduct a program to increase the amount of cameras along expressways in Cook County. Provides that images from the cameras may be used to investigate offenses and detect roadway hazards, but not to enforce petty offenses. Provides that the program shall be funded by the Road Fund. Repeals the Act on July 1, 2023. IML took no position on the bill.

#### **HB 1438 (Rep. Cassidy, Sen. Steans)—CANNABIS REGULATION AND TAX ACT**

Creates the Cannabis Regulation and Tax Act and amends various Acts. Provides that it is lawful for persons 21 years of age or older to possess, use and purchase limited amounts of cannabis for personal use in accordance with the Act. Authorizes registered qualifying patients to cultivate limited amounts of cannabis for personal use. Provides for the regulation and licensing of various entities and occupations engaged in cultivation, dispensing, processing, transportation and other activities regarding cannabis for adult use. Sets forth duties of an Illinois Cannabis Regulation Oversight Officer, the Department of State Police, the Department of Agriculture, the Department of Financial and Professional Regulation, the Department of Public Health, the Department of Commerce and Economic Opportunity, the Department of Human Services, the Department of Revenue, the State Treasurer, the Illinois Criminal Justice Information Authority and other governmental entities. Provides for expungement of minor cannabis violations under specified circumstances. Creates a Restore, Reinvest and Renew Program and a Restore, Reinvest and Renew Program Board and contains various provisions regarding a low-interest loan program for social equity applicants, investment in communities that have suffered because of drug policies and the promotion of cannabis business ownership by individuals who have resided in areas of high poverty and high enforcement of cannabis-related laws. Contains provisions regarding health and safety, packaging, advertising, local ordinances, providing financial services to a cannabis-related legitimate business and other matters. Creates a Cannabis Cultivation Privilege Tax and a Cannabis Purchaser Excise Tax. Authorizes the imposition of a County Cannabis Retailers' Occupation Tax and a Municipal Cannabis Retailers' Occupation Tax. Provides for allocation of revenues and creates various funds in the State treasury. Repeals the Cannabis and Controlled Substances Tax Act. Contains home rule preemptions. Contains other provisions. IML was neutral on the legislation.

#### **HB 1579 (Rep. Burke, Sen. Cunningham)—DISORDERLY CONDUCT - SCHOOL THREATS BY A MINOR**

Amends the Juvenile Court Act of 1987. Provides that before a sentencing order is entered by the court for a minor adjudged delinquent for disorderly conduct by transmitting or causing to be transmitted in any manner a threat of destruction of a school building or school property, or a threat of violence, death or bodily harm directed against persons at a school, school function or school event, whether or not school is in session, in which the minor made a threat of violence, death, or bodily harm against a person, school, school function or school event, the court may order a mental health evaluation of the minor by a physician, clinical psychologist or qualified examiner, whether employed by the State, by any public or private mental health facility or part of the facility, or by any public or private medical facility or part of the facility. Provides that the threat may be made in any manner. Provides that the requirement for reimbursement of the unit of government for an emergency response only applies to false alarm of a

threat that a bomb or explosive device has been placed in the school. Requires a person convicted of a false alarm that a bomb, explosive of any nature or a container holding poison gas, a deadly biological or chemical contaminant or radioactive substance is concealed in a place where its explosion or release would endanger human life to reimburse the public agency for the reasonable costs of the emergency response by the public agency up to \$10,000. IML supported the legislation.

**HB 1583 (Rep. Willis, Sen. Curran)—ELECTRONIC ARREST WARRANTS**

Amends the Code of Criminal Procedure of 1963. Provides that if an arrest warrant is sought and the request is made by electronic means that has a simultaneous video and audio transmission between the requester and a judge, the judge may issue an arrest warrant based upon a sworn complaint or sworn testimony communicated in the transmission. Provides that an arrest warrant may be issued electronically by electronic mail. IML supported the legislation.

**HB 1876 (Rep. Wilhour, Sen. Plummer)—USE OF EMERGENCY LIGHTS BY DEPUTY FIRE CHIEF**

Allows a qualified deputy fire chief or assistant fire chief to use red or white oscillating, rotating or flashing emergency lights on their vehicle. Under current law, only a fire chief has this authority. IML took no position on the bill.

**HB 2134 (Rep. Williams, Sen. Harmon)—LOCATION SURVEILLANCE**

Amends the Freedom from Location Surveillance Act. Provides that "electronic device" means any device that enables access to, or use of an electronic communication service that provides the ability to send or receive wire or electronic communications, including wireless communications connecting the device to a telephone network. Provides that a law enforcement agency shall not obtain location information (rather than current or future location information) pertaining to a person or his or her effects without first obtaining a court order under the Code of Criminal Procedure of 1963 based on probable cause. Provides that the Act does not apply to a law enforcement agency obtaining basic subscriber information from a service provider under a valid court order or search warrant. IML opposed the legislation.

**HB 2215 (Rep. Yednock, Sen. T. Cullerton)—FIREFIGHTER TRAINING - HISTORY OF FIRE LABOR MOVEMENT**

Provides that the Office of the State Fire Marshal shall distribute via its website or other electronic format an educational program for firefighters in the history of the fire service labor movement provided by a statewide organization representing professional union firefighters in the State. Provides that entities responsible for the training of firefighters may request that the training program be presented in person by a statewide organization representing professional union firefighters by contacting the organization. IML opposed the legislation.

**HB 2276 (Rep. Carroll, Sen. Morrison)—SMOKING IN VEHICLES IN THE PRESENCE OF A MINOR**

Amends the Illinois Vehicle Code and provides that a person shall not smoke in a motor vehicle containing a person under 18 years of age, regardless of whether the vehicle is in motion, at rest, or has its windows down. Provides that a police officer may not stop a motor vehicle solely for a violation of the Section. Provides that a violation is a petty offense with a maximum fine of \$100 and that, for a second or subsequent offense, the fine is not to exceed \$250. IML took no position on the bill.

**HB 2304 (Rep. Slaughter, Sen. Martinez)—BUILDING TRADES PROGRAM**

Provides that subject to appropriation, the Department of Commerce and Economic Opportunity may establish a Training in the Building Trades Program to award grants to community-based organizations for the purpose of establishing training programs for persons who are 18 through 35 years of age and have an interest in the building trades. Effective January 1, 2020. IML supported the legislation.

**HB 2557 (Rep. Andrade, Sen. Martinez)—VIDEO INTERVIEW ACT**

Creates the Artificial Intelligence Video Interview Act. Provides that an employer that asks applicants to record video interviews and uses an artificial intelligence analysis of applicant-submitted videos shall: notify each applicant in writing before the interview that artificial intelligence may be used to analyze the applicant's facial expressions and consider the applicant's fitness for the position; provide each applicant with an information sheet before the interview explaining how the artificial intelligence works and what characteristics it uses to evaluate applicants; and obtain written consent from the applicant to be evaluated by the artificial intelligence program. Provides that an employer may not use artificial intelligence to evaluate applicants who have not consented to the use of artificial intelligence analysis. Provides that an employer may not share applicant videos, except with persons whose expertise is necessary in order to evaluate an applicant's fitness for a position. IML took no position on the bill.

**HB 2627 (Rep. Kifowit, Sen. Castro)—POLICE QUESTIONING - STUDENTS ON SCHOOL GROUNDS**

Provides that, before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, a law enforcement officer, school resource officer, or other school security personnel must, among other requirements, (i) make reasonable efforts to ensure that the student's parent or guardian or school personnel is present during the questioning and (ii) if practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning. IML was neutral on the legislation.

**HB 2708 (Rep. Connor, Sen. Muñoz)—MISSING PERSON DNA SYSTEM**

Provides that the law enforcement agency may attempt to gather at the time of the missing person report: (1) a DNA sample of the missing person; and (2) a DNA reference sample created from family members DNA samples for submission to the Department of State Police or a National Missing and Unidentified Persons System (NamUs) partner laboratory. Provides that if the person identified in the missing person report remains missing after 30 days, but not more than 60 days, the law enforcement agency may generate a report of the missing person within NamUs, and the law enforcement agency may attempt to obtain the additional information and materials that have not been received. Provides that the law enforcement agency may attempt to obtain a DNA sample from the missing person or a DNA reference sample created from family members DNA samples for submission to the Department of State Police or a NamUs partner laboratory. Provides that samples collected for DNA analysis may be submitted to a NamUs partner laboratory or other resource where DNA profiles are entered into local, State, and national DNA Index Systems within 60 days. Provides that the responsible law enforcement agency may make a NamUs report on the missing person within 60 days after the report of the disappearance of the missing person. Makes other changes. Effective January 1, 2021. IML was neutral on the legislation.

**HB 2766 (Rep. Hurley, Sen. Link)—FIRST RESPONDERS SUICIDE PREVENTION ACT**

Creates the First Responders Suicide Prevention Act. Provides that an emergency services provider, law enforcement agency or collective bargaining organization shall ensure that peer support advisors receive appropriate training in counseling to conduct peer support counseling sessions. Creates the First Responders Suicide Task Force to pursue recommendations to help reduce the risk and rates of suicide among first responders, along with developing a mechanism to help reduce the risk and rates of suicide among first responders. Requires that the Task Force shall issue a final report to the General Assembly on or before December 31, 2020 and, one year after filing of its report, be dissolved. IML was neutral on the legislation.



**HB 2767 (Rep. Hurley, Sen. Cunningham)—MENTAL HEALTH TRAINING REQUIREMENTS FOR POLICE**

Amends the Illinois Police Training Act. Provides that the curriculum for police officer training schools shall include recognizing signs and symptoms of work-related cumulative stress, issues that may lead to suicide and solutions for intervention with peer support resources. Provides that the minimum in-service training requirements, which a police officer must satisfactorily complete every three years, shall include officer wellness. Provides that the Illinois Law Enforcement Training Standards Board shall create, develop or approve an in-service course addressing issues of officer wellness and suicide prevention. Provides that the course shall include instruction on job-related stress management techniques, skills for recognizing signs and symptoms of work-related cumulative stress, recognition of other issues that may lead to officer suicide, solutions for intervention and a presentation on available peer support resources. IML was neutral on the legislation.

**SB 1139 (Sen. Muñoz, Rep. Bristow)—FOID CARD FOR ACTIVE DUTY MILITARY UNDER AGE 21**

Provides that a person who is under 21 years of age may apply for a Firearm Owner's Identification Card without parental consent required if he or she is an active duty member of the United States Armed Forces. Amends the Firearm Concealed Carry Act. Provides that a current or retired law enforcement officer authorized by law to possess a concealed firearm shall be exempt from the provisions of the Code prohibiting possession of those firearms. Amends the Criminal Code of 2012 to exempt current or retired law enforcement officers. IML took no position on the bill.

**SB 1699 (Sen. Stadelman, Rep. West)—PUBLISHING BOOKING PHOTOGRAPHS ON SOCIAL MEDIA**

Amends the Freedom of Information Act and prohibits, with exceptions, a law enforcement agency from publishing booking photographs on its social networking website (instead of its social media website). Provides that "social networking website" has the meaning provided in the Right to Privacy in the Workplace Act. Adds the same restrictions to the State Records Act. IML took no position on the bill.

**SB 1862 (Sen. Muñoz, Rep. Evans)—UPDATES SCOTT'S LAW VIOLATIONS**

The bill dedicates the Act to the memory of Lieutenant Scott Gillen, Trooper Brooke Jones-Story and Trooper Christopher Lambert. Amends the State Finance Act. Creates the Scott's Law Fund as a special fund in the State treasury. Amends the Illinois Vehicle Code. Provides that, when approaching a stationary authorized emergency vehicle, if changing lanes would be impossible or unsafe, a person shall proceed with due caution, reduce the speed of the vehicle maintaining a safe speed for road conditions and leaving a safe distance until safely past the stationary vehicles. Provides that, when approaching a disabled vehicle with lighted hazard lights on a highway having at least four lanes, of which at least two are proceeding in the same direction, a driver of a vehicle shall, proceeding with due caution, yield the right-of-way by making a lane change into a lane not adjacent to that of the disabled vehicle, if possible with due regard to safety and traffic conditions, or, if changing lanes would be impossible or unsafe proceeding with due caution, reduce the speed of the vehicle, maintaining a safe speed for road conditions and leaving a safe distance until safely past the stationary vehicles. Provides that a person who violates provisions prescribing how to safely approach an authorized emergency vehicle commits a business offense punishable by a minimum fine of \$250 and not more than \$10,000 for the first violation and a fine of not less than \$750 or more than \$10,000 for the second or subsequent violation (instead of a fine of not less than \$100 or more than \$10,000), and (i) if the violation results in damage to another vehicle, the person commits a Class A misdemeanor; and (ii) if the violation results in the injury or death of another person, the person commits a Class 4 felony. Provides that commission of the offense of reckless homicide while committing a violation of the Section concerning proper approach of a stationary authorized emergency vehicle shall be afforded as a factor in aggravation and extended-term sentencing. Provides that, for violations issued by a county or municipal police officer, the assessment shall be

deposited into the county or municipality's Transportation Safety Highway Hire-Back Fund to hire off-duty county police officers to monitor construction or maintenance zones in that county on highways other than interstate highways. Amends the Criminal and Traffic Assessment Act. Imposes a conditional assessment of \$250 for a violation of provisions prescribing how to safely approach an authorized emergency vehicle. Amends the Criminal Code of 2012. Provides that a person who commits reckless homicide while violating provisions prescribing how to safely approach an authorized emergency vehicle shall be sentenced to a term of not less than three years and not more than 14 years, or, if the person caused the deaths of two or more persons, not less than six years and not more than 28 years. Makes other changes. Amends the Unified Code of Corrections. Provides that a person charged with violating provisions prescribing how to safely approach an authorized emergency vehicle is not eligible for supervision. IML supported the legislation.

#### **SB 1890 (Sen. Murphy, Rep. Slaughter)—HUMAN TRAFFICKING AWARENESS TRAINING**

The bill requires hotels and motels to train employees in the recognition of human trafficking and protocols for reporting observed human trafficking to the appropriate authority. Provides that the Director of State Police shall conduct or approve a training program in the detection and investigation of all forms of human trafficking, including, but not limited to "involuntary servitude", "involuntary sexual servitude of a minor", and "trafficking in persons" and that the program shall be made available to all cadets and state police officers. In the amendatory changes to the Illinois Police Training Act, provides that the curriculum of police training schools shall include training in the detection and investigation of all forms of human trafficking. In the amendatory changes to the Criminal Code of 2012, provides that a company is criminally liable for trafficking in persons when the company knowingly benefits, financially or by receiving anything of value, from participation in a venture that has engaged in an act of involuntary servitude or involuntary sexual servitude of a minor. Makes other changes. IML was neutral on this legislation.

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## **REVENUE**

#### **HB 0062 (Rep. Harris, Sen. J. Cullerton)—REVENUE SOURCES FOR CAPITAL BILL**

The provisions of this bill represent the revenue sources for the capital bill. Appropriates moneys from the Capital Development Fund, the School Construction Fund, the Anti-Pollution Fund, the Transportation Bond Series A Fund, the Transportation Bond Series B Fund, the Coal Development Fund, the Transportation Bond Series D Fund, the Multi-Modal Transportation Bond Fund and the Build Illinois Bond Fund, among other funds, for specified purposes. Effective July 1, 2019. IML took no position on the bill.

#### **HB 0345 (P.A. 101-0002) (Rep. Lilly, Sen. Morrison)—PROHIBITS TOBACCO USAGE BY PERSONS UNDER AGE 21**

Amends the Prevention of Tobacco Use by Minors and Sale and Distribution of Tobacco Products Act. Changes the short title of the Act to the Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act. Prohibits the sale or furnishing of tobacco products, electronic cigarettes or alternative nicotine products to a person under 21 years of age. Prohibits the purchase of tobacco products, electronic cigarettes or alternative nicotine products by a person under 21 years of age. Makes changes regarding definitions, age verification, penalties, possession and other matters. Repeals the Smokeless Tobacco Limitation Act. Amends other Acts to make conforming changes. Effective July 1, 2019. IML was neutral on the bill.

**HB 0925 (Rep. Didech, Sen. Bush)—MOBILE HOME DELINQUENT TAXES PENALTY**

Amends the Mobile Home Local Services Tax Act. Provides that, in counties with a population of more than 700,000 and less than 900,000, the penalty for delinquent local services taxes shall not exceed the lesser of (i) \$100 or (ii) 50% of the original tax imposed. Increases various application and license fees for persons who operate mobile home parks. Provides that each mobile home shall have a connection to a public water system, a semi-private water system, or a private water supply constructed in accordance with the requirements of the Illinois Water Well Construction Code or the Surface Source Water Treatment Code. IML was neutral on the bill.

**HB 0938 (Rep. Walsh, Sen. McGuire)—NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX ACT SUNSET EXTENSION**

Amends the Non-Home Rule Municipal Retailers' Occupation Tax Act of the Illinois Municipal Code. Extends the date (from December 31, 2020 to July 1, 2030) allowing the corporate authorities of a non-home rule municipality to use the proceeds of the non-home rule municipal retailers' occupation tax for expenditure on municipal operations, in addition to or in lieu of any expenditure on public infrastructure or for property tax relief, for such a tax approved on or after July 14, 2010. This was an IML initiative.

**HB 2943 (Rep. Davis, Sen. Steans)—MOTOR FUEL TAX - IEPA EMISSIONS TESTING**

Amends the Motor Fuel Tax Law. Provides that, beginning on July 1, 2019, the costs of the Environmental Protection Agency for the administration of the Vehicle Emissions Inspection Law of 2005 shall be paid, subject to appropriation, from the Motor Fuel Tax Fund into the Vehicle Inspection Fund. Provides that, beginning in 2019, no later than December 31 of each year, or as soon thereafter as practical, any balance remaining in the Vehicle Inspection Fund in excess of \$2,000,000 shall be transferred from the Vehicle Inspection Fund to the Motor Fuel Tax Fund. IML negotiated this bill and ultimately supported it.

**SB 0262 (P.A. 101-0007) (Sen. J. Cullerton, Rep. Harris)—STATE FISCAL YEAR 2020 OPERATING BUDGET**

The bill is the FY 2020 operating budget. The bill makes various appropriations and re-appropriations for specified purposes. Provides that specified appropriations may be used for prior year costs. Provides that specified appropriations shall be used for all costs incurred before July 1, 2019. Some provisions are effective immediately; some provisions are effective July 1, 2019; also contains other effective date provisions. IML was neutral on the bill.

**SB 0689 (P.A. 101-0009) (Sen. Hutchinson, Rep. Harris)—FY 2020 OPERATING REVENUE**

Amends the Use Tax Act and the Service Use Tax Act. Contains provisions concerning marketplace facilitators. Creates a credit for taxpayers who have been awarded a data center certificate of exemption. Provides that the amount of the income tax credit shall be 20% of the wages paid during the taxable year to a full-time or part-time employee of a construction contractor employed by a certified data center. Creates a deduction for trusts and estates for certain excess business losses. Creates an addition modification for corporations for certain foreign derived income. Amends the Illinois Enterprise Zone Act. Creates a High Impact Business construction jobs credit and an Enterprise Zone construction jobs credit against the taxpayer's Illinois income taxes based on the incremental income tax attributable to laborers or workers employed at certain construction sites located in Enterprise Zones. Amends the Economic Development for a Growing Economy Tax Credit Act. Creates a New Construction EDGE Credit based on the incremental income tax attributable to laborers or workers employed at construction sites associated with EDGE projects. Amends the River Edge Redevelopment Zone Act. Creates a River Edge construction jobs credit based on the incremental income tax attributable to laborers or workers

employed at certain construction sites in a River Edge Redevelopment Zone. Effective June 5, 2019. IML took no position on the bill.

**SB 1217 (Sen. T. Cullerton, Rep. Pappas)—HOTEL OCCUPATION AND USE TAX REVENUE**

Amends the Illinois Municipal Code. Provides that not less than 75% of the amounts collected by a municipality within DuPage County pursuant to the municipal hotel operators' occupation tax and municipal hotel use tax shall be used to promote tourism within that municipality. Requires that the municipality that belong to a not-for-profit organization headquartered in DuPage County that is recognized by the Department of Commerce and Economic Opportunity as a certified local tourism and convention bureau entitled to receive State tourism grant funds. Provides that the remainder of the amounts collected may be used by the municipality for economic development or capital infrastructure. Repeals the provisions on January 1, 2021. IML supported the legislation.

**SB 1591 (Sen. Gillespie, Rep. Walker)—RESEARCH AND DEVELOPMENT TAX CREDITS**

Amends the Illinois Income Tax Act. Provides that the research and development credit applies for taxable years ending prior to January 1, 2027 (currently, January 1, 2022). Creates an income tax credit for qualified education expenses incurred by an employer on behalf of a qualifying apprentice, subject to certain limitations. IML took no position on the bill.

**SB 1595 (Sen. Sims, Rep. Turner)—FILM PRODUCTION SERVICES TAX CREDIT**

Amends the Film Production Services Tax Credit Act of 2008. Provides that a taxpayer may not take a credit awarded under that Act for tax years beginning on or after January 1, 2027. IML took no position on the bill.

**SB 1814 (P.A. 101-0010) (Sen. Steans, Rep. Harris)—SFY 2020 BUDGET IMPLEMENTATION ACT (BIMP)**

Creates the State Fiscal Year 2020 Budget Implementation Act. Provides that the purpose of the Act is to make the changes in State programs that are necessary to implement FY2020 budget recommendations. IML was neutral on the bill. Effective June 5, 2019.

**SB 1939 (Sen. Sandoval, Rep. Hoffman)—REVENUE FOR HORIZONTAL CAPITAL BILL**

Amends the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act. Provides that a specified percentage of the net revenue generated from sales of motor fuel and gasohol shall be deposited into the Road Fund. Amends the Motor Fuel Tax Law. Provides that the tax imposed on motor fuel shall be at the rate of 38 cents per gallon. Provides that the tax imposed on diesel shall be 7.5 cents per gallon. Makes changes concerning the distribution of proceeds. Amends the Illinois Municipal Code. Provides that, in addition to any other tax that may be imposed, a municipality in a county with a population of over 3,000,000 inhabitants may also impose a tax on motor fuel at a rate not to exceed \$0.03 per gallon. Amends the Illinois Vehicle Code. Increases certain vehicle registration fees. Makes changes concerning notice of a parking, standing or compliance violations. Provides that the notice shall include the vehicle make or a photograph of the vehicle (currently, vehicle make only). Makes changes concerning service of the notice. Amends the State Finance Act to create certain special funds. Amends the Counties Code to provide that the County Motor Fuel Tax Law also applies in Lake and Will Counties. Provides that the rate may not be less than 4 cents per gallon and not more than 8 cents per gallon. Provides that the Department of Revenue shall adjust the rate on July 1 of each year. Amends the Department of Transportation Law of the Civil Administrative Code of Illinois. Provides that the Department of Transportation shall set aside \$50,000,000 received by the Department of Transportation from the Road Fund for the projects in the following categories: pedestrian and bicycle facilities and the conversion of abandoned railroad corridors to trails. IML took no position on the bill.

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## TIF & ENTERPRISE ZONES

### **HB 2931 (Rep. Davis, Sen. Harris)—TIF EXTENSIONS**

Amends the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code and creates tax increment allocation financing extensions for ordinances adopted: (i) on May 19, 1997 by the Village of Swansea; (ii) on August 13, 2001 by the Village of Saunemin; (iii) on January 10, 2005 by the Village of Romeoville; (iv) on January 28, 1997 by the City of Berwyn for the South Berwyn Corridor Tax Increment Financing District and for the Roosevelt Road Tax Increment Financing District; (v) on May 3, 2001 by the Village of Hanover Park for the Village Center Tax Increment Financing Redevelopment Project Area (TIF # 3); (vi) and on July 3, 1996 by the Village of Phoenix. IML supported the legislation.

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## TRANSPORTATION

### **SB 1256 (Sen. Cunningham, Rep. Hurley)—RESTRICTIONS ON EXCESSIVE IDLING VEHICLES**

Amends the Illinois Vehicle Code. Provides that a person who operates a motor vehicle operating on diesel fuel in an affected area may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60-minute period under any circumstances if the vehicle is within 200 feet of a residential area. Provides that if a person violates the provisions concerning excessive idling within 200 feet of a residential area, the law enforcement agency having jurisdiction over the residential area or the law enforcement agency having jurisdiction over the property on which the violation took place may enforce the provisions. Provides for certain exemptions. IML was neutral on the bill.

### **SB 1343 (Sen. Sandoval, Rep. Yednock)—DEFINITION OF HEAVY DUTY TOW VEHICLE**

Amends that "extreme heavy duty tow and recovery vehicle" means a tow truck manufactured as a unit having a lifting capacity of not less than 50 tons, and having either four axles and an unladen weight of not more than 80,000 pounds or five axles and an unladen weight not more than 90,000 pounds. Provides that the form and content of the permit shall be determined by the Department of Transportation with respect to highways under its jurisdiction and by local authorities with respect to highways under their jurisdiction. Effective January 1, 2020. IML was neutral on the bill.

### **SB 1381 (Sen. Cunningham, Rep. Unes)—MUNICIPAL HIGHWAY DESIGNATIONS**

Amends the Illinois Vehicle Code. Deletes language allowing the Department of Transportation to designate streets or highways in the system of State highways as Class III highways and makes changes governing the designation of Class II highways. Deletes language regarding: the maximum length of vehicles on all non-State highways; and the highways that vehicles not exceeding 65 feet in overall length are allowed to access. Provides that combinations of vehicles over 65 feet in length with no overall length limitation are allowed certain access if there is no sign prohibiting access and the route is not being used as a thoroughfare between Class I or Class II highways. Provides that the maximum length limitation on non-designated highways for a truck tractor in combination with a semitrailer is 65 feet overall dimension and 60 feet overall dimension for a truck tractor-semitrailer-trailer or truck tractor semitrailer-semitrailer. Provides that length limitations do not apply on legal holidays and for a tow truck in combination with a disabled vehicle or combination of disabled vehicles. Provides that a unit of local government shall affirm to the Department if it has no Class II designated truck routes. Provides that units of local government



may report to the Department, and the Department shall post on its website, any limitations prohibiting the operation of vehicles imposed by ordinance or resolution in the unit of local government's non-designated highway system. Provides that, to be effective, an ordinance or resolution designating a Class II roadway need not require that signs be erected, but the designation shall be reported to the Department. Repeals a provision that requires local units of government to report to the Department all preferred truck routes, designated truck route networks or whether there are no such truck routes. IML was neutral on the bill.

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## UTILITIES

### **HB 0840 (Rep. Mason, Sen. Bush)—DECOMMISSION OF NUCLEAR PLANTS**

Amends the Public Utilities Act. Provides that beginning April 1, 2020, and on a bi-annual basis thereafter, the Illinois Commerce Commission shall issue a report to the General Assembly concerning the decommissioning of nuclear power plants in this State. Provides for the contents of the report. Further provides that beginning on or before May 1, 2020, and every two years thereafter, the owner or operator of each nuclear power plant in this State shall provide the Illinois Commerce Commission with a copy of the nuclear decommissioning funding assurance status report submitted to the Nuclear Regulatory Commission and, as applicable, to the Federal Energy Regulatory Commission. IML supported the legislation.

### **HB 2652 (Rep. Halpin, Sen. Belt)—INTERNATIONAL ENERGY CONSERVATION CODE UPDATES**

Amends the Energy Efficient Building Act. The bill removes provisions providing that references to the International Code Council's International Energy Conservation Code exclude published supplements. Provides that references to the International Code Council's International Energy Conservation Code include published supplements adopted by the Board. IML opposed the legislation.

### **SB 1529 (Sen. Harmon, Rep. Hoffman)—ILLINOIS POWER AGENCY - RENEWABLE CREDITS**

Amends the Illinois Power Agency Act. In provisions requiring the Illinois Power Agency to solicit 15-year contracts for delivery of renewable energy credits from new utility-scale wind projects, new utility-scale solar projects and brownfield site photovoltaic projects to begin delivery on June 1, 2019, if available, but not later than June 1, 2021, specifies that, if the project has delays in the establishment of an operating interconnection with the applicable transmission or distribution system as a result of the actions or inactions of the transmission or distribution provider, or other causes for force majeure as outlined in the procurement contract, delivery shall begin no later than June 1, 2022. IML was neutral on the bill.

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## WORKERS' COMPENSATION

### **HB 0269 (Rep. Hoffman, Sen. Holmes)—EMPLOYERS' ABILITY TO PAY**

Amends the Workers' Compensation Act. Permits a single commissioner to approve of enforcement actions under provisions of the Act concerning insuring an employer's ability to pay compensation, replacing the current requirement of a panel of three commissioners. Permits the Illinois Workers' Compensation Commission to, if an employer's business is declared to be extra hazardous, issue a work-stop order while awaiting a ruling from the Commission or while awaiting proof of insurance by the employer. Provides that investigative actions must be acted upon within 90 days of the issuance of a complaint. Raises the maximum allowable penalty for noncompliance with certain insurance requirements

from \$2,000 to \$10,000. Doubles the maximum allowable penalties, to \$1,000 per day, with a minimum penalty of \$20,000, for employers found to be in noncompliance more than once. Provides that an employer with two or more violations may no longer self-insure or purchase an insurance policy from a private broker for one year or until all penalties are paid, during which time the employer must purchase insurance from the Assigned Risk Pool through the National Council on Compensation Insurance. IML was neutral on the bill.

**SB 1596 (P.A. 101-0006) (Sen. Sims, Rep. Hoffman)—WORKERS' COMPENSATION REPOSE**

Amends the Worker's Compensation Act and the Workers' Occupational Diseases Act. Provides that specified Sections limiting recovery do not apply to injuries or death resulting from an occupational disease as to which the recovery of compensation benefits under the Act would be precluded due to the operation of any period of repose or repose provision. Provides that, as to any such injury occupational disease, the employee, the employee's heirs and any person having the standing under law to bring a civil action at law has the nonwaivable right to bring such an action against any employer or employers. Effective May 17, 2019. IML opposed the legislation.

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## **ZONING**

**HB 2103 (Rep. Morgan, Sen. Bennett)—NORTH SHORE WATER RECLAMATION DISTRICT PROPERTY LEASE EXTENSION**

Amends the North Shore Water Reclamation District Act and the Sanitary District Act of 1917. Provides that the North Shore Water Reclamation District and sanitary districts may lease property not required for district use to others for a period not exceeding 50 years (rather than 20 years for the North Shore Water Reclamation District and 10 years for sanitary districts). IML took no position on the bill.

**HB 2988 (P.A. 101-0004) (Rep. Williams, Sen. Cunningham)—WIND ENERGY ZONING REGULATION**

Amends the Counties Code. In provisions concerning winds farms and electric-generating wind devices, makes the provisions applicable even if a county has or has not formed a zoning commission and adopted formal zoning. Clarifies that only a county may establish standards for wind farms, electric-generating wind devices and commercial wind energy facilities in unincorporated areas of the county outside of the zoning jurisdiction of a municipality and the 1.5 mile radius surrounding the zoning jurisdiction of a municipality. Effective April 19, 2019. IML negotiated an amendment and ultimately supported the legislation.