



VILLAGE OF RIVER FOREST SPECIAL VILLAGE BOARD MEETING

Monday, December 6, 2021 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

Public comments sent in advance of the meeting shared with the Village President and Board of Trustees. You may submit your written public comments via email in advance of the meeting to: vbot@vrf.us. You may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 824 9547 4995 or by clicking here: <https://us02web.zoom.us/j/82495474995>. If you would like to speak during public comment, please email ebabora@vrf.us by 4:00 PM on Monday, December 6, 2021. If you would like to watch the livestream, please go to the Village website: <https://www.vrf.us/events/event/2116>.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
 - a. Approval of a Resolution declaring the Official Intent to Reimburse Expenditures for the Certain Capital Expenditures of the Village of River Forest, Cook County, Illinois, with the Issuance of Not to Exceed \$5,400,000 Bonds or a Loan from a Local Financial Institution - Resolution
 - b. Approval of an Ordinance Prohibiting the Discharge of Weapons and Explosives as Part of any Film or Photo Production in the Village - Ordinance
 - c. Approval of an Ordinance Waiving the Eight Foot Setback Requirement for a Sign on Village of River Forest Owned Property at 7787 Lake Street - Ordinance
6. Consent Items for Separate Consideration
7. Recommendations of Boards, Commissions and Committees
8. Unfinished Business
9. New Business
 - a. Appointment of Brian Murphy to the Offices of Village Administrator, Zoning Administrator and Budget Officer for a Term Through May 12, 2025 and Until His Successor is Appointed and has Qualified
 - b. Resolution Authorizing the Execution of an Employment Agreement for the Village Administrator (Brian Murphy) - Resolution
 - c. Swearing in of Village Administrator Brian Murphy
10. Executive Session
11. Discussion regarding Village Board Goals
12. Adjournment



MEMORANDUM

Date: December 1, 2021

To: Lisa Scheiner, Acting Village Administrator

From: Rosey McAdams, Director of Finance

Subject: Inducement – Reimbursement Resolution 2021

Issue: At its December 6, 2021 meeting, the Village Board of Trustees will be asked to approve a Resolution declaring the Village's intent to reimburse itself for certain eligible expenditures related to the Advanced Metering Infrastructure (AMI) and the accelerated Alley Improvement Program. This is the first step in the process of issuing bonds to pay for these projects.

Analysis: The Village's Capital Improvement Plan, which was approved by the Village Board of Trustees, calls for the completion of the AMI and alley projects. The Board directed Staff when these matters were considered in October, 2020, to pursue the issuance of debt to fund these projects. Pursuant to the Board's direction, these projects are well underway and some expenses have already been incurred. Staff has begun working with bond counsel to move forward with the debt issuance process. The Board will be presented with and will be asked to approve all the required documents related to any future debt issuance before this will take place.

At its December 6, 2021 meeting, the Village Board will be asked to approve a Resolution that provides for the declaration of the Village's intent to issue debt and reimburse certain eligible costs of constructing, renovating, equipping, rehabilitating and/or improving the above projects with proceeds of debt to be incurred by the Village; and to issue debt in one or more series not expected to exceed \$5,400,000 in aggregate principal amount, plus costs of issuance, for purposes of financing, refinancing, or reimbursing costs of these projects. This resolution will allow the Village to be reimbursed for any original expenditures incurred with respect to these projects within 60 days preceding the adoption of this resolution.

Recommendation: Consider a Motion to approve the Inducement-Reimbursement Resolution providing for the declaration of official intent to reimburse expenditures for a project of the Village of River Forest, Cook County, Illinois with either the issuance of bonds or a loan from a local financial institution.

EXTRACT OF MINUTES of a special public meeting of the Board of the Village of River Forest, Cook County, Illinois, held in the Community Room of the River Forest Village Hall, 400 Park Avenue, in said Village, at _____ m., on the 6th day of December, 2021.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: _____

The following Trustees were allowed by a majority of the Board in accordance with and to the extent allowed by rules adopted by the Board to attend the meeting by video or audio conference: _____

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Board then considered a resolution providing for the declaration of official intent to reimburse expenditures for a project of the Village of River Forest, Cook County, Illinois with either the issuance of bonds or a loan from a local financial institution.

Thereupon, _____ presented the following resolution:

**DECLARATION OF OFFICIAL INTENT
TO REIMBURSE EXPENDITURES**

A RESOLUTION declaring the official intent to reimburse expenditures for the certain capital expenditures of the Village of River Forest, Cook County, Illinois, with the issuance of not to exceed \$5,400,000 bonds or a loan from a local financial institution.

WHEREAS, the Village of River Forest, Cook County, Illinois (the “*Village*”), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”); and

WHEREAS, the Village intends to undertake certain infrastructure projects related to the Village’s (i) Sewer System, including, but not limited to, replacing all meters within the Village, and (ii) alley improvements (collectively, the “*Project*”); and

WHEREAS, the Village reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the Village; and

WHEREAS, the Village expects to issue debt in one or more series not expected to exceed \$5,400,000 in aggregate principal amount, plus costs of issuance, for purposes of financing, refinancing, or reimbursing costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the Village declares its official intent to construct, renovate, equip, rehabilitate and/or improve the Project; to reimburse certain costs of constructing, renovating, equipping, rehabilitating and/or improving the Project with proceeds of debt to be incurred by the Village; and to issue debt in one or more series not expected to exceed \$5,400,000 in aggregate principal amount, plus costs of issuance, for purposes of financing, refinancing, or reimbursing costs of the Project.

NOW, THEREFORE, BE IT RESOLVED that the Village intends this resolution to satisfy the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), and specifically Treasury Reg. §1.150-2(d), regarding the declaration by the Village of its official intent to issue its bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Reg. §1.150-2(c)) incurred with respect to the Project within 60 days preceding the adoption of this resolution.

ADOPTED December 6, 2021:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED December 6, 2021.

President, Village of River Forest,
Cook County, Illinois

Published in pamphlet form by authority of the Board on December 6, 2021.

ATTEST:

Village Clerk, Village of River Forest
Cook County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of River Forest, Cook County, Illinois (the “Village”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the Board (the “Corporate Authorities”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 6th day of December, 2021, insofar as the same relates to the adoption of a resolution entitled:

A RESOLUTION declaring the official intent to reimburse expenditures for the certain capital expenditures of the Village of River Forest, Cook County, Illinois, with the issuance of not to exceed \$5,400,000 bonds or a loan from a local financial institution.

a true, correct, and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the principal office of the Corporate Authorities and at the location where said meeting was to be held on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of holding said meeting; that said agenda described or made specific reference to said resolution; that a true, correct and complete copy of said agenda as so posted is attached hereto; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, and with all of the procedural rules of the Corporate Authorities in the adoption of said resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 6th day of December, 2021.

Village Clerk

[SEAL]

VILLAGE CLERK TO ATTACH AGENDA



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: December 1, 2021

To: Village President Cathy Adduci and Village Board of Trustees

From: Jonathan Pape, Assistant to the Village Administrator

Subj: Film and Photo Set Safety

Section 3-13 of the Village code regulates film and photo production and states that all such productions are required to obtain a Village permit. At this time, an amendment to this section is being recommended to add language prohibiting the discharge of weapons or explosives. This amendment proposes to continue the issuance of these permits that can carry economic benefits for both property owners and the Village while also strengthening the Village's ability to maintain film and photo sets that are safe, secure, and do not reasonably disturb the peace of residents.

The Village Attorney was consulted on this change, conducted research and drafted the amendment. Research found that no Federal or State laws or regulations were particularly tailored to address the discharging of weapons and explosives as part of film and photo productions, and no regulations were identified in any of Illinois larger municipalities. Of note, however, there are generally applicable criminal laws and Village ordinances that could apply to misuse or mistakes made with prop weapons and explosives, such as disorderly conduct, battery and more.

In order to control the discharge of weapons and explosives on film and photo sets, the Village Board is able to adopt an ordinance amending Chapter 3-13 of the Village Code. This Chapter already requires permits for film and photo productions, security personnel, hold harmless waivers, and certificates of insurance. The amendment renames Section 3-13-3 from *Security Required* to *Life-Safety Requirements*. Within this section, an item would be added to prohibit the discharge of weapons or explosives as part of any film or photo production, including but not limited to the discharges of "blanks" and simulated ammunition. As part of obtaining a permit, applicants would need to verify in writing compliance with this requirement.

Recommendation

That the Village Board of Trustees approved the ordinance to amend Section 3-13-3 of the Village Code.

Attachments:

- Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE RIVER FOREST VILLAGE CODE
PROHIBITING THE DISCHARGE OF WEAPONS AND EXPLOSIVES ON FILM AND
PHOTO PRODUCTIONS IN THE VILLAGE OF RIVER FOREST**

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, in order to best serve the public’s health, safety and welfare, the President and Board of Trustees of the Village desire to make certain amendments to the Village of River Forest Village Code (“Village Code”) prohibiting the discharge of weapons and explosives on film and photo productions in the Village;

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: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

Section 3-13-3 of the Village Code, entitled “Security Required,” is amended as follows:

“3-13-3: ~~SECURITY REQUIRED~~ LIFE-SAFETY REQUIREMENTS”

A. The discharge of weapons or explosives is prohibited as part of any film or photo production. This prohibition includes, but is not limited to, discharges of “blanks” and simulated ammunition. Prior to issuance of a film or photo production permit by the Village, the applicant shall verify, in writing to the Police Department, that the film or photo production shall comply with this requirement and that this prohibition has been communicated to all persons working on the film or photo production.

B. All film and photo productions are required to have security present during setup, actual production, and removal of all equipment and personnel. The chief of police is authorized to provide an opportunity for film and photo production companies to hire a police officer or officers in an extra duty capacity at a rate and policy to be designated by the chief of police. The chief of police or his designee is permitted to waive the requirements of this section under certain conditions.”

SECTION 3: Continuing Effect. That all parts of the Village Code not amended herein shall remain in effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 6: Effectiveness. That this Ordinance shall be in full force and effect upon its passage and approval according to law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED this 6th day of December, 2021 by the Village President and Board of Trustees pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 6th day of December, 2021.

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk



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

MEMORANDUM

Date: December 1, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Lisa Scheiner, Acting Village Administrator

Subj: Waiver of Setback Requirement for Sign on Village-Owned Property (7787 Lake Street)

Issue: At its December 6, 2021 meeting, the Village Board of Trustees will consider an Ordinance waiving the eight-foot setback requirement for a sign on Village-owned property located at 7787 Lake Street.

Analysis: The Village is currently marketing Village-owned properties in the Lake Street "Village Center" area to further its economic development goals. The Village's Sign Ordinance allows the installation of temporary signs but requires that they be located no less than eight feet from the property line. The Village owns the parking lot at the southeast corner of Lake and Park (7787 Lake Street). The lot is almost entirely paved with limited locations where a sign can be placed without sacrificing multiple parking spaces, blocking sight triangles for pedestrian and driver safety, or putting it in an area that would render it difficult to see and ineffective. Therefore, the Village Board of Trustees will consider an Ordinance waiving the setback requirement.

Requested Board Actions:

- Motion to Approve an Ordinance Waiving the Eight Foot Setback Requirement for a Sign on Village of River Forest Owned Property at 7787 Lake Street.

Attachment(s):

- Ordinance

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE EIGHT FOOT SETBACK REQUIREMENT FOR A SIGN ON VILLAGE OF RIVER FOREST OWNED PROPERTY AT 7787 LAKE STREET

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, the Village owns the property located at 7787 Lake Street (“Property”), which is within the West Lake Street Business District No. 2, which Business District was created pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, to spur development and redevelopment of the Property and in the vicinity thereof; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village is authorized to take actions and expend funds for economic development purposes, including making grants that it deems necessary or desirable to promote economic development within the Village; and

WHEREAS, in order to promote the development of the Property, the Village desires to erect signage advertising the sale of the Property and development opportunities related thereto; and

WHEREAS, due to the configuration of the Property, including the parking spaces and landscaping thereon, and in order to allow for adequate sight lines for pedestrians, bicyclists and motorist in the vicinity of the Property, the best location for the signage is in a location within eight feet (8’) of the Property’s boundary and the public right-of-way; and

WHEREAS, the Village’s sign ordinance, in Section 4-5-12.J. of the Village of River Forest Village Code, prohibits signage like that proposed for the Property that is within eight feet (8’) of a property line and the public right-of-way; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interest of the Village to allow the signage on the Property to be located within eight feet (8’) of the Property’s boundary and the public right-of-way;

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: Incorporation. That the recitals above shall be and are incorporated in this Section 1 as if fully restated herein.

SECTION 2: Waiver. That Section 4-5-12.J. of the Village Code is hereby waived for signage on the Property, erected by the Village, advertising the Property for sale and / or development.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 5: Effectiveness. That this Ordinance shall be in full force and effect upon its passage and approval according to law.

PASSED this 6th day of December, 2021 by the Village President and Board of Trustees pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 6th day of December, 2021.

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk



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

MEMORANDUM

Date: December 1, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Lisa Scheiner, Acting Village Administrator

Subj: Appointment of Brian Murphy, Village Administrator

At its Special Meeting on December 6, 2021, the Village Board of Trustees will consider President Adduci's recommendation to appoint Brian Murphy to the offices of Village Administrator, Zoning Administrator, and Budget Officer. The Board will then be asked to approve a Resolution authorizing the execution of Mr. Murphy's employment agreement. Following these actions, Clerk Keller will be asked to swear Mr. Murphy in to his position. His first date of employment with the Village will be December 13, 2021.

Requested Board Actions:

- Motion to Appoint Brian Murphy to the Offices of Village Administrator, Zoning Administrator and Budget Officer for a Term Through May 12, 2025 and Until His Successor is Appointed and has Qualified
- Motion to Approve a Resolution Authorizing the Execution of an Employment Agreement for Village Administrator Brian Murphy

Attachment(s):

- Resolution and Employment Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR
(BRIAN MURPHY)**

WHEREAS, the Village of River Forest (“Village”) is a duly organized and validly existing municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village desires to enter into the “Employment Agreement for the Village Administrator (Brian Murphy),” a copy of which is attached hereto as **EXHIBIT A** and made a part hereof (“Agreement”); and

WHEREAS, the Village is authorized, pursuant to State law, to approve and enter into the Agreement; 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: Incorporation. 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: Approval and Execution. That the Agreement is approved and the Village President and the Village Clerk, or their designees, are directed to execute and deliver the Agreement. Further, Village staff is authorized and directed to take all actions that are necessary to comply with the Village’s obligations under the Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Effectiveness. That this Resolution shall be in full force and effect upon its adoption and approval according to law.

ADOPTED this 6th day of December, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2021, 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:

Jonathan Keller, Village Clerk

EXHIBIT A
AGREEMENT

(attached)

**EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR
(BRIAN MURPHY)**

This **EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR (BRIAN MURPHY)** ("Agreement"), made and entered into this 6th day of December, 2021, is by and between the Village of River Forest, an Illinois municipal corporation ("Village") and Brian Murphy ("Murphy"). The Village President and Board of Trustees of the Village of River Forest are referred to in this Agreement collectively as the "Village Board."

WHEREAS, the Village is a duly incorporated municipal corporation and non-home rule unit organized and operating under the laws of the State of Illinois and the Illinois Constitution; and

WHEREAS, the Village Board desires to retain the services of Murphy to act as the Village Administrator of the Village of River Forest and for Murphy to perform all of the customary duties of Village Administrator in accordance with the provisions the Village of River Forest Village Code ("Village Code"), the Illinois Compiled Statutes and this Agreement; and

WHEREAS, Murphy desires to work as the Village Administrator of the Village of River Forest and agrees to perform all of the customary duties of Village Administrator in accordance with the provisions of the Village Code, the Illinois Compiled Statutes and this Agreement; and

WHEREAS, the parties agree it is in their mutual best interests to establish and agree upon the terms and conditions for Murphy to serve as Village Administrator;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth in this Agreement, the parties hereto understand and do agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are incorporated into this Agreement in full.

2. **TERM AND EFFECTIVE DATE.** This Agreement shall be effective as of its approval by the Village Board on December 6, 2021 ("Effective Date"). The Agreement shall continue in full force and effect until the earlier of May 12, 2025 or the termination of Murphy's employment with the Village.

3. **SERVICES AND DUTIES.** The Village Administrator of the Village of River Forest is the chief administrative officer of the Village, and, as such, has the full authority to manage and administer the operations and activities of all Village departments, subject to the Village Code and applicable law and direction of the Village Board. Murphy agrees to work as the Village Administrator and to perform all of the duties of Village Administrator as set forth in the Village Code, this Agreement and in the Illinois Compiled Statutes. The effort and time devoted to the responsibility of this position shall be at a high professional level. Murphy shall establish a regular work schedule which shall generally include regular business hours Monday through Friday, and such other hours as his duties may reasonably require, subject to adjustment upon the approval of the Village President. Murphy shall attend all regular Village Board meetings and related executive sessions. Murphy shall attend other Village committee and commission meetings as needed, and he shall take steps to ensure that Village committees and commissions are appropriately staffed. Murphy shall perform any additional tasks normally considered incidental to and within the scope of the duties of the position of Village

Administrator, as requested by the Village Board. Murphy shall report directly to the Village Board.

4. **COMPENSATION.**

A. **Base Salary.** In consideration of Murphy performing all of the duties required of the Village Administrator, the Village shall pay to Murphy the sum of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00) per year, payable in installments in accordance with the Village's regular payroll.

B. **Performance Evaluations.** Between ninety (90) days and one hundred twenty (120) days after the Effective Date, Murphy shall provide the Village Board with a written work plan that outlines his suggested performance goals and objectives for his first year of employment as the Village Administrator ("Work Plan"). The Village Board shall give feedback on the Work Plan within thirty (30) days of its receipt. The Village Board shall perform a performance review of Murphy each year around the anniversary of the Effective Date, and the review shall include consideration of his work performance and achievement of goals set by the Village Board. The Village Board may, in its sole discretion, grant additional salary, compensation, and/or other benefits to Murphy, based on his performance and progress on defined goals and performance objectives.

C. **Reimbursements.** Murphy will be reimbursed for actual, documented expenditures made as a result of and / or in the course of him conducting Village business. Receipt documentation will be required for reimbursement to be made by the Village for all said expenditures exceeding Ten and No/100 Dollars (\$10.00).

D. **Vacation Days.** Murphy shall receive and accrue vacation days at the greater of eighteen (18) days per year or such rate as set forth in the Village of River Forest Personnel Policy Manual ("Personnel Policy Manual"). Murphy shall be subject to use and carryover provisions relative to the vacation days consistent with and on the same terms as set forth for full-time executive level employees in the Personnel Policy Manual, as it may be amended from time to time. Murphy shall be credited fifteen (15) vacation days as of the Effective Date.

F. **Sick Days.** Murphy shall receive and accrue sick days, and be subject to use and carryover provisions, consistent with and on the same terms as set forth for full-time executive level employees in the Personnel Policy Manual, as it may be amended from time to time. Murphy shall be credited fifteen (15) sick days as of the Effective Date.

G. **Holidays.** Murphy shall be entitled to holidays on the same terms as set forth for full-time executive level employees in the Personnel Policy Manual, as it may be amended from time to time.

E. **Insurance.** Murphy shall be entitled to health insurance, medical insurance, life insurance, accidental death insurance, long-term disability insurance and short-term disability insurance coverages on the same plan(s), with the same options, and on the same terms and conditions as set forth for full-time employees in the Personnel Policy Manual, as it may be amended from time to time, to the extent such coverages are made available by the Village.

F. **Vehicle Allowance.** In lieu of a Village-provided vehicle and mileage reimbursement, Murphy shall receive a vehicle allowance of Four Hundred and No/100 Dollars (\$400.00) per month, payable proportionately with each regular payroll.

G. **Cellular Phone Allowance.** In lieu of a Village-provided cellular phone, Murphy shall be entitled to a cellular phone allowance as given to other executive-level employees of the Village, as modified from time to time, which, as of the Effective Date, is Sixty and No/100 Dollars (\$60.00) per month.

H. **Additional Benefits.** Murphy shall also be entitled to any other standard employee benefits provided to full-time employees of the Village, except as modified in this Agreement, on the same terms as set forth for full-time employees in the Personnel Policy Manual and Village Code, as they may be amended from time to time, and the Village agrees to execute all necessary agreements or paperwork to allow Murphy to take advantage of said benefits.

I. **Professional Development.** The Village shall pay for: (i) Murphy's professional development activities and travel on the same terms as set forth in the Village Personnel Manual; (ii) Murphy's membership costs for the International City/County Management Association ("ICMA") and the Illinois City/County Management Association ("ILCMA"); (iii) Murphy's attendance at the annual ICMA conference, attendance at conferences held by the ILCMA and the Illinois Municipal League, as allowed by the Village's budget; and (iv) other conferences, short courses and seminars as allowed by the Village's budget.

J. **Civic Organization Membership.** The Village shall pay for Murphy's membership costs to service clubs or civic organizations approved by the Village Board.

5. **RETIREMENT PLANS.** The Village shall maintain Murphy as a participant in the Illinois Municipal Retirement System ("IMRF") and pay the Employer's share as required by statutes, ordinances and regulations applicable to the IMRF. The Village shall deduct Murphy's retirement contributions from regular payroll and contributed said share into the IMRF in accordance with the IMRF's regulations. Murphy shall be permitted to participate in any "Section 457" retirement plan sponsored by the Village, to the same extent as such a plan is available to other Village employees, with the contributions thereto being at Murphy's sole cost and expense.

6. **TERMINATION AND SEVERANCE PAY.**

A. **At-Will.** Murphy acknowledges, agrees and understands that his relationship with the Village is an "at-will" relationship and that the Village President and / or the Village Board may terminate his employment and this Agreement at any time and for any reason. Murphy agrees and understands that he does not have the right to receive any type of progressive discipline prior to the termination of his employment or this Agreement. No term of appointment or employment as Village Administrator shall be construed as creating any property or other right to a continuation of that appointment or employment. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village to terminate the employment of Murphy at any time, subject only to the provisions set forth herein.

B. **Termination for Cause.** In the event Murphy is terminated for "Cause," as defined below, the Village shall have no duty or obligation of any kind to pay Murphy any

amount of severance. This Section 6.B. shall not be read to alter Murphy's at-will status or to create an entitlement to progressive discipline. Prior to being terminated for Cause, Murphy shall have the opportunity to be heard by the Village Board. The Village Board shall give notice to Murphy of its consideration of termination for Cause, and the opportunity to be heard shall be scheduled as soon as practicable thereafter, but in any event within fourteen (14) days after notice is given.

For purposes of this Agreement, "Cause" means: (i) willful malfeasance or willful misconduct in connection with his employment; (ii) a willful and material breach of any written policy or ordinance applicable to all employees adopted by the Village Board; (iii) intoxication or use or possession of un-prescribed drugs during business hours or while engaged in Village business, but this shall not apply to social drinking at events where alcohol is served; (iv) being found guilty of any felony, or being found guilty of any misdemeanor involving the Village, dishonesty, a drug-related offense, moral turpitude or a crime that tarnishes the Village's reputation; (v) being convicted of a DUI; (vi) theft, misappropriation, or willful, unauthorized destruction of Village property; (vii) solicitation of gifts, bribes or other valuable things for personal gain or other corrupt practices during business hours or related to Village business; (viii) being physically or mentally unable to perform the duties under this Agreement when allowed a reasonable accommodation by the Village, as defined by the Americans with Disabilities Act; or (ix) "misconduct" as defined in the Illinois Local Government Severance Pay Act, 5 ILCS 415/1, *et seq.*, as amended.

C. Termination Without Cause. In the event of a termination of Murphy's employment without Cause during the term of this Agreement, the Village shall pay Murphy the following severance payments, which shall not include accrued sick days or vacation days, unless such days must be paid out to Murphy under the law:

- (i) if within ninety (90) days after the Effective Date, an amount equal to two (2) months of Murphy's salary and health insurance coverage;
- (ii) if between ninety-one (91) days after the Effective Date and three (3) years after the Effective Date, an amount equal to three (3) months of Murphy's salary and health insurance coverage; or
- (iii) if more than three (3) years and one (1) day after the Effective Date, an amount equal to twenty (20) weeks of Murphy's salary and health insurance coverage.

In no event shall Murphy be paid severance in excess of the amount permitted under the law, including, but not limited to, the Illinois Local Government Severance Pay Act, 5 ILCS 415/1, *et seq.*, as amended.

D. Voluntary Resignation. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Murphy to terminate his employment with the Village by resigning at any time from his position as Village Administrator. Murphy expressly acknowledges that he has no entitlement to any severance payments in the event he resigns voluntarily. In the event Murphy voluntarily resigns his position, Murphy shall be entitled only to those benefits provided in the Village's Personnel Policy Manual or applicable law, as amended from time to time. Murphy shall provide the Village with not less than sixty (60) days' notice of his resignation, unless the parties agree otherwise.

7. **INDEMNIFICATION.** The Village agrees to defend, indemnify and hold harmless Murphy from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including all reasonable fees and expenses of attorneys selected by the Village to defend Murphy, expert witnesses and consultants, court costs and fines, asserted against him or sought to be imposed upon him and which arise directly or indirectly out of or in connection in any way with his performance of the terms of this Agreement, provided that Murphy's actions or conduct giving rise to any litigation or dispute was within the scope of the duties of Village Administrator, as authorized by law. This Section shall survive the termination of Murphy's employment with the Village to the extent that the litigation or dispute relates to conduct while he was employed as Village Administrator.

8. **RETURN OF VILLAGE'S PROPERTY.** Upon the earlier of the termination of Murphy's employment or the termination of this Agreement, Murphy shall immediately deliver to the Village all building, equipment and vehicle keys, correspondence, letters, e-mails, computer disks or stored information, manuals, contracts, call reports, price lists, mailing lists, photographs, ledgers, supplies, files, computers, pagers, cellular phones, other business-related equipment, and other Village property, checks, petty cash, and all other material and records of any kind belonging to or relating to Village that are in the possession or control of Murphy.

9. **EXCLUSIVITY AND DUTY OF LOYALTY.** Murphy shall not be self-employed in any kind of profit or non-profit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership, or municipality of any kind without prior approval by the Village Board. For example, if Murphy desires to teach a class or seminar or engage in other work or consulting activities of any kind, he shall obtain prior approval of the Village Board. This Section 9 shall not be interpreted to preclude Murphy from speaking or writing activities on a limited basis unrelated to his duties during Murphy's personal time off. Speaking or writing engagements performed on behalf of the Village or directly related to his duties (e.g. speaking at a West Central Municipal Conference event) shall be considered attendant to his position as Village Administrator. Murphy shall hold no other employment, either directly or indirectly, or invest with any firm, corporation or legal entity in violation of the Village's ethics ordinance and / or the ICMA Code of Ethics.

10. **ETHICS.** The Village's ethics ordinance shall serve as the principles to govern Murphy's conduct and actions as Village Administrator. Additionally, to the extent not inconsistent with any Village policy, resolution or ordinance, Murphy shall comply with the ICMA "Code of Ethics."

11. **CONFIDENTIAL INFORMATION.** Murphy acknowledges that in performance of his services and duties for the Village under this Agreement he will, have access, or be directly or indirectly exposed, to confidential and sensitive information. Murphy shall hold confidential all confidential information and shall not disclose or use such confidential information outside of the Village, unless the information becomes part of the public domain. Notwithstanding any provision in this Agreement to the contrary, Murphy's obligations in this Section shall survive the termination of this Agreement for a period of four (4) years. In addition, this provision shall not apply to any lawful request for information otherwise disclosable under the Freedom of Information Act, 5 ILCS 140/1, *et seq.*, as amended, or pursuant to lawfully issued subpoena or court order.

12. **BONDS.** The Village shall pay the cost of any fidelity bonds or other bonds required of Murphy under any law or ordinance.

13. **TAXES.** All salary, benefits, reimbursements and any other payments to Murphy under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, state, county or local authorities. Murphy agrees that he shall be responsible for the payment of his share of any such required Federal, state, county or local taxes.

14. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties concerning Murphy's employment with the Village and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between Murphy and the Village relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by Murphy and the Village.

15. **SEVERABILITY.** If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

16. **ASSIGNMENT.** This Agreement is a personal contract, and the rights and interest that the Agreement accords to Murphy may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him.

17. **NOTICES.** All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such communications shall be sent to the parties at their respective addresses as follows:

If to Murphy:

Brian Murphy
15122 South Illinois Street
Plainfield, Illinois 60544

If to Village:

Village President, 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

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, or (iii) on the date of delivery by the overnight courier.

18. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

19. **VENUE AND APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois. Murphy and Village agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

20. **ADMISSIBILITY.** The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

21. **ATTORNEY REVIEW.** Murphy acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he had the opportunity to be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

22. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended, Murphy and the Village acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.

IN WITNESS WHEREOF, the Village of River Forest, pursuant to the authority granted by its Village President and Board of Trustees, has caused this Agreement to be executed by the Village President and attested by the Village Clerk and Brian Murphy has voluntarily executed the Agreement, and his signature has been verified by a notary public, on the respective dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

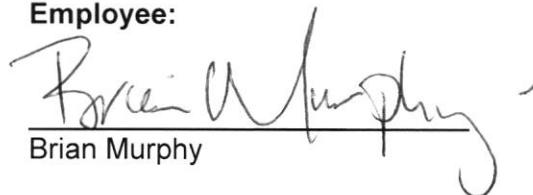
Village of River Forest:

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk

Employee:



Brian Murphy

ATTEST:

Notary Public