

# VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, March 11, 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 (5 minutes per speaker)
- 4. Elected Official Comments & Announcements
  - a. Presentation David Franek, Chairman of the Historic Preservation Commission
- 5. Consent Agenda
  - a. Regular Village Board Meeting Minutes February 25, 2019
  - b. Executive Session Village Board Meeting Minutes February 25, 2019
  - c. Master License Agreement with AT&T for Small Cell Wireless
  - d. Village Design Guidelines for Small Cell Wireless
  - e. Amend Title 1 of the Village Code Amendment to Village Code Regarding the Public Safety Employee Benefit Act Ordinance
  - f. Village President's Pledge for Making River Forest a Place for Successful Aging
  - g. Amend Title 9 of the Village Code Updates to Village Code to Reflect Changes in Illinois Vehicle Code Ordinance
  - h. Monthly Department Reports
  - i. Monthly Performance Measurement Report
  - j. Financial Report February 2019
  - k. Accounts Payable February 2019 \$1,280,862.90
  - 1. Village Administrator's Report
- 6. Consent Items for Separate Consideration
  - a. Payment for the Madison Street TIF Fund for \$11,285.98 (*Trustee Vazquez Common Law Conflict of Interest*)
- 7. Recommendations of Boards, Commissions and Committees
- 8. Unfinished Business
- 9. New Business
  - a. Authorizing the Execution of a Second Amended and Restated Redevelopment Agreement for Lake Street and Lathrop Avenue in the Village and Permitting Temporary Signage Relief Related Thereto – Ordinance
  - b. Discussion: Updates to Village's Stormwater Ordinance and Regulations
- 10. Executive Session
- 11. Adjournment

#### VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD OF TRUSTEES MINUTES Monday, February 25, 2019

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, February 25, 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 7:02 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Cargie, Corsini, Gibbs, Vazquez

Absent: Trustees Conti, Henek

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, Fire Chief Kurt Bohlmann, 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

None.

## 4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

President Adduci delivered her <u>State of the Village Address</u>.

Trustee Gibbs stated that the address was informative and that he had nothing to add. He reminded everyone that the Forest Park St. Patrick's Day Parade is Saturday.

Village Clerk Brand-White stated the speech was well said.

Trustee Vazquez reminded everyone of the upcoming elections and candidate forums: the League of Women Voters will sponsor the Village Trustee and Library Trustee Candidate Forum on February 27; the Oak Park River Forest High School Board Candidate Forum is on March 19; the Park District and District 90 Candidate Forum is on March 20. He wished all the candidates good luck, thanked them for their interest, and expressed hope that the forums would be well-attended.

Trustee Cargie thanked President Adduci for her kind words and reiterated all the hard work that went into launching the Community Calendar.

Trustee Corsini thanked President Adduci for her kind words and stated it has been a pleasure to serve. She stated that the Governor gave his budget address and urged the Village Board to keep a close eye on what is happening at the State level, particularly with regard to unfunded mandates. She also encouraged that the Board look at the updates on the PSEBA amendments and to manage that strategically.

President Adduci stated she and Administrator Palm have put together a list of shovel-ready projects in anticipation of a State capital bill related to infrastructure funding. She stated she sent a memo to State Representative Welch requesting his assistance to get Union Pacific to clean up their crumbling walls.

Administrator Palm announced the Public Hearing for the Draft Comprehensive Plan is March 7 and encouraged the public to attend.

## 5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes February 11, 2019
- b. Authorization to Sell Surplus Property 2006 Ford Crown Victoria Ordinance
- c. Authorization to Sell Surplus Property 2011 Ford Crown Victoria Ordinance
- d. Authorization to Sell Surplus Property 2007 Ford Taurus Ordinance
- e. Monthly Financial Report January 2019
- f. Accounts Payable January 2019 \$1,948,869.85
- g. Village Administrator's Report

Trustee Cargie made a motion, seconded by Trustee Corsini, to approve the Consent Agenda items a through g.

Roll call:

Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

## 6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

a. Payment to Anderson Elevator for \$620.00 (*Trustee Gibbs Common Law Conflict of Interest*)

Trustee Corsini made a motion, seconded by Trustee Cargie, to approve Accounts Payable from the General Fund to Anderson Elevator for \$620.00.

Roll call:

Ayes:	President Adduci, Trustees Cargie, Corsini, Vazquez	
Absent:	Trustees Conti, Henek	
Nays:	None	
Motion Passes.		

b. Payment for the Madison Street TIF Fund for \$210.32 (*Trustee Vazquez Common Law Conflict of Interest*)

Trustee Corsini made a motion, seconded by Trustee Gibbs, to approve Accounts Payable from the Madison Street TIF Fund (\$210.32).

Roll call:Ayes:President Adduci, Trustees Cargie, Corsini, GibbsAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

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

a. Zoning Board of Appeals – Appoint Ron Lucchesi (Swindal Vacancy) – Term Ending April 30, 2022

Trustee Gibbs made a motion, seconded by Trustee Vazquez, to concur with the recommendation of the Village President to appoint Ron Lucchesi to the Zoning Board of Appeals to serve the remainder of the term ending April 30, 2022.

President Adduci stated Mr. Lucchesi is a longtime resident, has the requisite background, and would be a wonderful addition to the ZBA.

In response to a question from Trustee Corsini, President Adduci stated Bob Swindal resigned because he was too busy and could not make it to a lot of the meetings.

Roll call:

Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

#### 8. UNFINISHED BUSINESS

a. Amend Title 1 of the Village Code Regarding Rules and Order of Village Business of the Village Board – Ordinance

Administrator Palm stated there was an error in the ordinance and it should read "the trustee intending to make a motion to reconsider shall inform the President no more than three business days" rather than no less.

Dan Lauber, 7215 Oak, expressed appreciation that the Board incorporated into the ordinance so much of what was suggested from the February 11 meeting. He stated that still missing, however, is a requirement to state the basis for making a motion to reconsider. He

stated that in the interest of facilitating citizen engagement and transparency, a trustee seeking to change their vote ought to advise the President and public as to why they wanted to change their vote. He also stressed a need for the ordinance to include adequate notification to the public, so that the public has advanced notice to be able to attend a meeting where a reconsideration vote would be taken. He expressed hope that the Board would research and continue discussing second readings of ordinances.

Deborah Hill, 908 Park, stated the work of the trustees and Village administration is already complicated enough and that adding a post-decision period of uncertainty adds more work. She stated that a decision process should be designed to make sound decisions the first time rather than to reverse unsound decisions. She stated that having two readings is a good way to ferret out uncertainty over a period of two meetings. She stated this would preserve the sanctity of a vote, allow trustees to re-think matters after discussion, and add predictability with respect to notices and expectations.

Administrator Palm stated that concerning reconsideration, his interpretation of the Municipal Code is that the Village would be required to re-notify for any planned developments or zoning matters.

Trustee Cargie made a motion, seconded by Trustee Gibbs, to remove from the table, to add the language "with the reason for the motion to reconsider" to Rule 6, and to approve an ordinance to amend Title 1 of the Village Code Regarding Rules and Order of Village Business.

President Adduci read a statement from Trustee Henek. Trustee Henek agreed with the changes made to Rule 3 regarding addressing the Board and felt they were reasonable guidelines. She is not in support of Rule 6 as currently written and felt that there was a greater benefit to adding more time to the review, consideration, and discussion process before the vote rather than incorporating a rule to correct a regretted vote. She supports two readings of an ordinance. She believes the public's confidence in the Board's vote would be undermined by a mechanism that would allow for second guessing; the exception being if there was truly new evidence not available prior to the original vote. She expressed concern about time and cost of re-notifying property owners of a reconsideration.

Administrator Palm stated Trustee Conti called him and wanted to reinforce that the concept of reconsideration is not unique to River Forest. He stated that the most commonly amended rule at the local board level, according to Village Attorney Smith, is to extend reconsideration to the next meeting. Researching in Sterling Codifiers, he stated they found that Des Plaines, Prospect Heights, Summit, Riverwoods, Elgin, and Wheeling all have amendments to reconsideration in their Municipal Codes.

In response to a question from Trustee Corsini, Village Attorney Smith stated reconsideration is not used often.

Trustee Corsini stated she believes it would be used rarely, and that if it is abused, she urged the Board to review it. She agreed that the person requesting reconsideration should provide a reason and expressed concern that there could be an opportunity for someone to put

pressure on trustees to change their votes. She wondered how the Board would determine what would be significant enough to require a second reading and when a vote could be reconsidered.

Trustee Vazquez reiterated that criteria are needed to allow reconsideration and that the trustee making the motion to reconsider should state the specific basis of why they are making that motion.

Trustee Cargie stated he believes stating the reason for reconsideration is inherent in making that motion.

President Adduci stated she thought it was reasonable to add language to the ordinance to include providing a reason for reconsideration.

Village Attorney Smith stated the ordinance could be amended in Rule 6 to include "with the reason for the motion to reconsider."

Trustee Corsini stated that having a reason, having notification, and ensuring reconsideration does not get abused is important to her.

Trustee Cargie reiterated that he made a mistake and wants to correct it.

President Adduci stated she is not struggling with this; we should have opportunities to correct mistakes.

In response to a question from Trustee Vazquez, Administrator Palm stated that notices for zoning matters have to be post-marked 7 days prior to the meeting taking place.

In response to a question from Trustee Vazquez, Village Attorney Smith reiterated the concept of vested rights, which is where someone has acted in reliance on the Board's decision, and that person would be prejudiced by the Board changing their mind, the Board would no longer have the discretion to change their vote.

In response to a follow up question from Trustee Vazquez, Administrator Palm stated most people are not going to start a project immediately upon receiving zoning approval. He recommended that the Board not change the timeframe of the notice requirements.

Trustee Gibbs stated that he is uncomfortable with providing a reason for reconsideration and expressed concern that the reason might not be good enough.

Trustee Cargie stated the motion to reconsider has to be approved by the Board anyway, and it is unlikely to pass without a reason. He stated he wanted to address an issue raised in an email submitted to the Board regarding politicking. He stated these are political decisions and that residents can talk to trustees. He did not agree with the suggestion that they should not talk to anyone outside of meetings or that they would have to disclose who they talk to. Roll call:Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

#### 9. NEW BUSINESS

a. Resolution of Support for Grant Application to Chicago Metropolitan Agency for Planning for the Harlem Avenue Multimodal Viaduct Project

Trustee Cargie made a motion, seconded by Trustee Corsini, to approve a Resolution of Support for Grant Application to Chicago Metropolitan Agency for Planning for the Harlem Avenue Multimodal Viaduct Project.

In response to a question from Trustee Vazquez, Administrator Palm stated Surface Transportation Project grants are federal and state funding dollars that go to the Metropolitan Planning Organizations, which are redirecting the funds for larger, region-wide initiatives. He stated STP funds are what the Village used for the major resurfacing projects on Division, Chicago, and Washington.

Roll call:Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

#### **10. EXECUTIVE SESSION**

At 8:05 p.m. Trustee Gibbs made a motion, seconded by Trustee Corsini, to adjourn to Executive Session for the purpose of discussing the purchase or lease of real property for use of the public body, including discussing whether a particular parcel should be acquired, and the setting of a price for sale or lease of property owned by a public body.

Roll call:Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

The Village Board returned to regular session at 8:20 p.m. with the following members:

Ayes: Trustees Cargie, Corsini, Gibbs, Vazquez

Absent:Trustees Conti, HenekAlso Present:Village Clerk Kathleen Brand-White

# **11. ADJOURNMENT**

Trustee Cargie made a motion seconded by Trustee Gibbs, to adjourn the regular Village Board of Trustees Meeting at 8:21 p.m.

Roll call:Ayes:Trustees Cargie, Corsini, Gibbs, VazquezAbsent:Trustees Conti, HenekNays:NoneMotion Passes.

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: March 7, 2019

To: Catherine Adduci, Village President Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Small Cell Updates

**Issue**: Last year, the Village adopted a new section to its Village code regarding small cell antennas. That section of the code is in full force and active. Staff has two additional items for your consideration and approval regarding small cell.

<u>Analysis</u>: There are two items relating to small cell for your consideration:

- 1. Master License Agreement with AT&T At the suggestion of the Village Attorney, attached please find a master license agreement for small cell deployment with AT&T. While, the village code provides many of the rules and guidelines for small cell, this license agreement provides further guidance and commitments from AT&T on several technical items as well as protocols. This agreement is a model template developed by KTJ. It is anticipated a similar agreement would be entered into with Verizon in the future.
- 2. Small Cell Design Guidelines -- The state enabling legislation for small cells, which is reflected in the Village Code, does allow the Village to exert some control as it relates to design standards. Attached please find a copy of those standards that have been created by the Village Attorney and modified by Staff. In essence it ensures that any utility poles that are erected or replaced meet our specifications and ensures that the antennas/radios are enclosed among other technical details.

The Village has met with representatives from both AT&T and Verizon regarding small cell rollout. AT&T anticipates installing one antenna over at Lake and Harlem near Noodles, Inc. and Verizon has indicated they will contact us later this year regarding their plans.

**<u>Recommendation</u>**: Consider and approve the master license agreement with AT&T and the small cell design guidelines.

<u>Attachments</u> Master License Agreement Small Cell Design Guidelines

#### MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS OF WAY

This MASTER LICENSE AGREEMENT ("Agreement") is made and entered into by and between the Village of River Forest, an Illinois municipal corporation ("Licensor"), and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T MOBILITY ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Licensor intends to promote the expansion of communications services in a manner consistent with, for example, the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, and Federal Communication Commission Regulations; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the Licensor, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined Small Wireless Facilities both within public rights-of-way and in other locations within the jurisdiction of the Licensor; and

WHEREAS, the Small Wireless Facilities Deployment Act and Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest provide that Small Wireless Facilities attached to a utility pole or wireless support structure owned by the Licensor within the public rights-of-way are subject to an attachment agreement; and

WHEREAS, the Corporate Authorities of the Licensor have determined that the establishment of an attachment agreement for Small Wireless Facilities mounted on utility poles or wireless support structures owned by Licensor in public right-of-ways, will properly facilitate and manage the deployment of Small Wireless Facilities within the Licensor's jurisdiction; and

**WHEREAS,** regulation of the deployment of said Small Wireless Facilities can be accomplished through the use of site-specific permitting, managed and controlled by staff, but only after a Licensee agrees to the terms of this Agreement; and

**WHEREAS,** the Licensee desires to install, maintain, and operate Small Wireless Facilities in and/or upon certain of Licensor's utility poles or wireless support structures.

**NOW THEREFORE,** based upon the consideration recited herein and the granting of Site Specific Permits, the Licensee and the Licensor agree to abide by the terms and conditions of this Agreement as follows:

**1.0** <u>**Recitals.**</u> The recitals set forth above are incorporated herein and made part of this Agreement as representing the intent of the Parties, and as substantive covenants and conditions.

#### 2.0 <u>Definitions.</u>

2.1 The capitalized terms used herein, unless specifically defined within Section 2.2 of this Agreement, are the terms defined in the Small Wireless Facilities Deployment Act ("Act") and Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest, as amended.

2.2 The following definitions are specific to this Agreement and are not found in the Act.

"Act" shall mean the Small Wireless Facilities Deployment Act.

"Agreement" or "License Agreement" shall mean this Agreement.

"Annual License Fee" means the annual rate described in Section 6.3 of this Agreement.

"CFR" means the Code of Federal Regulations.

"Entity" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, unit of local government, a receiver, trustee, guardian or other representative appointed by order of court, or any other legally recognized organization, whether for-profit or not-for-profit. The Licensor shall not be considered a "Person" or "Entity" for purposes of this Agreement.

"Effective Date" means the date this Agreement is executed by the last Party to sign following approval by the Licensor's Village Board.

"Law(s)" means any applicable statute, administrative or judicial act, decision, charter, code, constitution, law, opinion of a court of competent jurisdiction, court order, ordinance, policy, regulation, including procedures and the conditions of certificates as prescribed by regulation, rule, schedule, specification, rates and tariffs as established in statute, rules, or regulation, or other requirement of the Licensor or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Licensee, now or hereafter in effect, during the term of this Agreement.

"Licensor Representative" means the then-current person at the Licensor that oversees administration of this Agreement, or his/her designee.

"**Permit Drawing and Specifications**" means documents submitted by a Licensee, in conformance with the requirements of the Licensor, for a Site-Specific Permit Application which depict the design, construction, installation, and maintenance of any Small Wireless Facility.

"Site-Specific Location" means a location which qualifies, under this Agreement, for the placement of, or which contains, Small Wireless Facilities allowed under a Site-Specific Permit.

"Site-Specific Permit or Permit" means a non-exclusive permit granted by the Licensor allowing the installation of Small Wireless Facilities at a Site-Specific Location.

"Site-Specific Permit Application" means the application for a permit for the installation of Small Wireless Facilities at a Site-Specific Location.

"Unauthorized Communication Site" means a Small Wireless Facility on a utility pole or a wireless support structure within the corporate limits of the Licensor that is either i. constructed or installed in a manner that does not conform to the application for a permit approved by the Village and that is not made to conform following notice by the Village and an opportunity to cure; or ii. constructed or installed without a permit or as otherwise specifically authorized by the Corporate Authorities of the Licensor. Construction or installation of a Small Wireless Facility or Utility Pole at a site under the exclusive permitting jurisdiction of another unit of local government, such as the County or State, from whom the Licensee has obtained a valid permit for such construction or installation, shall not be an Unauthorized Communication Site.

**"Unauthorized Installation Charge"** means the penalty payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

**"Work"** means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Small Wireless Facility, utility pole, or wireless support structure installed by the Licensee.

## 3.0. <u>Term.</u>

3.1. **Initial and Extension Terms.** This Agreement shall apply to all Small Wireless Facilities proposed, permitted and installed at Site-Specific Locations on Utility Poles or Wireless Support Structures owned by the Licensor pursuant to Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest. The initial term of this Agreement shall be five (5) years ("initial term") commencing on the Effective Date, unless earlier terminated in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, the extension term of this Agreement shall be for one (1) additional five (5)

year term ("initial extension term") commencing on the expiration of the initial term, provided that:

- 3.1.1. The Licensee has not provided the Licensor with a written notice of its intent to terminate the Agreement at the end of the initial term without renewal; and
- 3.1.2. The Licensee is in compliance with the provisions of this Agreement and applicable Laws; and
- 3.1.3. There has not been any change in the Law that materially affects the provisions of this Agreement or its enforceability; and
- 3.1.4. The Licensor or Licensee has not otherwise terminated this Agreement in accordance with its provisions.
- 3.1.5. The Act has not been repealed or been found to be unconstitutional by a court of law; and
- 3.1.6 The Act did not sunset on June 1, 2021.

Up to two (2) additional five (5) year extension terms (the "additional extension terms") may be entered into by written mutual agreement of the Parties following the initial extension term, subject to 3.1.1 through 3.1.6. above, except that the notice from Licensee as specified in 3.1.1. will propose an additional extension term, and any such additional extension term shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal. The Parties acknowledge that in the event this Agreement is not renewed by mutual agreement of the Parties for a first or second additional extension term, the Parties shall enter into a new agreement applicable to site-specific permits applied for after the termination date, subject to the applicable Village Code provisions or regulations in effect at that time.

3.2 **New Agreement/Holdover.** A Licensee may enter into a new License Agreement with the Licensor no later than six (6) months before the expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term based upon the License Agreement then in effect or in accordance with such other contract rates, terms and conditions, or ordinances that may be adopted by the Licensor from time to time. If upon expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term the Parties fail to negotiate the renewal of a new License Agreement, and the Licensee fails to comply with Section 3.3, the Licensee shall be deemed to holdover and shall otherwise be liable to perform its obligations of the terms and conditions of the License Agreement as well as payment of the holdover amount set forth in Section 7.1 of this Agreement. No holdover shall exceed six (6) months.

3.3 **Non-Renewal.** If a new License Agreement has not been executed by the Parties by the expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term, and the Parties do not otherwise agree in writing to renew, then the Licensee, at its option, shall either:

3.3.1 Remove the Licensee's Small Wireless Facilities at its sole cost and expense within sixty (60) days of the expiration date of the applicable Site Specific Permit. If the Licensee fails to remove the Small Wireless

Facilities by said date, the Licensor may in its discretion remove said facility pursuant to Section 10.8 herein; or

- 3.3.2 Without cost or charge to the Licensor, abandon the Licensee's Small Wireless Facilities in place, but only if the Licensor first approves the proposed abandonment, in writing; including conditions applicable to the abandonment. In the case of an approved abandonment in place, the Licensor may at its discretion remove said Small Wireless Facility pursuant to Section 8.5 herein; or
- 3.3.3 Sell the Licensee's Small Wireless Facility to a qualified third-party subject to the Licensor's prior written approval; which will not be unreasonably withheld.
- 3.3.4 Upon the occurrence of any circumstance set forth in this Section 3.3, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired. If a Small Wireless Facility has time remaining on its Site Specific Permit term, then the provisions of this Agreement remain in place during the remaining time on those Site Specific Permits but there shall be no right to an extension unless a new License Agreement is negotiated.

3.4 **Termination.** Except as otherwise provided herein, the Licensor or Licensee may terminate this Agreement or the applicable Site-Specific Permit(s) for cause, as defined in Section 3.4.1, upon thirty (30) days written notice sent by the terminating party to the other party. In the event of a termination for cause, the terminating party may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided by law or equity, including the right, in the case of the Licensor, without limitation, to recover any uncollected fees that would be due and payable by the Licensee to the Licensor if this Agreement had not been terminated during the initial term, extension term or additional extension term, as well as reasonable costs, including attorney's fees, incurred in the termination process, and to retain any security amounts, if any, deposited with the Licensor.

3.4.1 A termination for cause means 1) The Licensee or Licensor fails to cure a material default of this Agreement within thirty (30) days after it receives the terminating party's written notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence and thereafter diligently continue such cure to completion within a reasonable period of time. A failure to cure relative to a specific permitted site will result in a termination of the applicable Site-Specific Permit only; or 2) Any agency exercising jurisdiction over the Licensee has by final order that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to provide the Wireless Services or Small Wireless Facilities. A termination of the applicable Site-Specific Permit(s) only, while a general termination or revocation affecting Licensee's ability to provide Wireless Services or Small Wireless Facilities in general will result in a termination of the entire Agreement; or 3) The Licensee installs or causes to be installed an Unauthorized Communication Site, as defined in Section 2.2. Installation of an Unauthorized Communication Site may result in the termination of applicable Site-Specific Permit(s) or, in the case of three (3) or more installations of Unauthorized Communication Sites during any five (5) year term, termination of the entire Agreement. However, cooperation with other agencies/jurisdictions to comply with their laws and procedures (as set forth in Section 4.1.3 "Compliance with Laws" and Section 8.1 "Provision of Wireless Services") shall not be an event of default or basis for termination, provided no installation is done before Licensor authorization.

3.4.2 **Removal upon Termination for Cause.** Upon establishment of termination for cause and after the expiration of the time period set out in Section 3.4.1 above, the right of the Licensee to operate all or a specific Small Wireless Facility(ies), as applicable, will immediately terminate. If the Licensee has failed within ninety (90) days from the effective date of termination for cause to remove or cause removal of the Licensee's Small Wireless Facilities, the Licensor may at its discretion remove said Facility pursuant to Section 7 herein.

3.5 **Changes in the Law.** The Parties acknowledge that Communications Services, and Wireless Services and the law associated with communications services and wireless services is evolving at the Federal, State and local level. If during the initial term, extension term or additional extension terms the Laws are adopted, amended or repealed in a manner that is binding on the Licensor and that requires the Licensor to alter existing Agreements, the Parties shall negotiate an amendment to this Agreement to the extent necessary to comply with any new Law affecting existing agreements.

## 4.0. Grant and Scope of License.

4.1 **Grant of License**. Subject to all the terms and conditions of this Agreement, the Licensor grants to the Licensee and, the Licensee accepts from the Licensor, a non-exclusive license to submit Site-Specific Permit Applications to install, and, upon installation pursuant to a valid Site-Specific Permit, to use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities pursuant to said permit. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense unless otherwise agreed to in writing by the Parties or as otherwise required by the Laws.

4.1.1. **Site-Specific Permit.** The Licensee, as condition precedent to its right to install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace any of the Licensee's Small Wireless Facilities, shall prior to occupying any area, submit a Site-Specific Permit Application to the Licensor, and receive from the Licensor a Site-Specific Permit to occupy the Site-Specific Location with the Small Wireless Facilities pursuant to Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest.

#### 4.1.2. Reserved.

4.1.3. **Compliance with Laws.** The installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of any Small Wireless Facilities shall comply with all Laws, including specifically Chapter 14 (Standards For Construction Of Facilities On Public Rights-Of-Way) and Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest.

4.1.4. **License Only.** Nothing in this Agreement or in a Site-Specific Permit shall be deemed to grant, convey, create, or vest in the Licensee a property right or perpetual interest in the Utility Poles, Wireless Support Structures, land or the rights-of-way of the Licensor including, without limitation, any fee interest, leasehold interest, easement, or franchise right. Any interpretation of this license or a Site-Specific Permit by a Court, which would purport to create any fee, leasehold, easement, or franchise interest in the Licensee shall, twenty-four (24) hours after such determination, result in the Licensee's forfeiture of any and all rights under this Agreement or any Site-Specific Permit.

4.1.5 **No Warranty.** Neither the Licensor, nor any existing easement holder, franchisee, or other Licensee shall be liable to the Licensee for failure of the Licensor or the others to secure legal authority from a grantor of an easement affecting the installation of Small Wireless Facilities. It shall be the obligation of the Licensee to ascertain any legal right held by any servient estate of an easement affecting the proposed or existing Small Wireless Facilities and to resolve those issues with the owner of the servient estate.

4.2. **Immunities.** Nothing in this Agreement shall be interpreted to override, compromise or waive any of the Licensor's statutory or common-law privileges or immunities which are all specifically reserved. There are no third-party beneficiaries of this Agreement.

4.3. **Authorized Use.** The Licensee shall use Licensee's Small Wireless Facilities for the sole purpose of providing Communications Services and Wireless Services and may only install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities as authorized by the Site-Specific Permit.

4.4. **Control of Facilities.** Licensee's Wireless Service Providers may own the equipment installed in the Small Wireless Facilities, but in no event shall Licensee allow any other Entity to control the Licensee's Small Wireless Facilities or any portion thereof for any purpose not directly related to the Licensee's provision of Communications Services or Wireless Services. Licensee shall have no authority to assign, sell or transfer a Site-Specific Permit without the written consent of the Licensee, unless such assignment, sale or transfer is made to an affiliate of the Licensee. The Licensee is at all times liable and responsible for the obligations of this Agreement. Additionally, the Licensee shall require its Wireless Service Providers to acknowledge this Agreement

and that any and all Wireless Service Providers shall be responsible for meeting the terms of this Agreement in the event the Licensee fails to do so.

4.5. Condition of Premises. As a material part of the consideration for this Agreement, Licensee takes and accepts the Licensor's Utility Poles, Wireless Support Structures and Rights-of-Way "as is" in the condition in which the Licensee finds them, with any and all latent and patent defects and with no express or implied warranties by the Licensor of merchantability, fitness, suitability, or fitness for any particular purpose. If the Licensee finds that a desired location is unsuitable for equipment, Licensee has the right to replace the pole with one consistent with the municipality's adopted codes and design standards, and that is suitable for the equipment. Pole will continue as the property of Licensor. The Licensee shall have the right to inspect the Utility Poles, Wireless Support Structures, and Rights-of-Way prior to installing the Small Wireless Facilities. The Licensor will be responsible for the regular maintenance of the Utility Poles, Wireless Support Structures and Rights-of-Way and will keep the Utility Poles, Wireless Support Structures and Rights-of-Way in good repair as required by all Laws. The Licensee shall be responsible for repairing any damage to the Rights-of-Way, Wireless Support Structures, or Utility Poles that is disturbed or damaged as a result of the installation, construction, reconstruction, use, operation, maintenance, repair, removal, reattaching, reinstallation, relocation or replacement of the Small Wireless Facilities. The Licensor shall have the right to temporarily remove or require the Licensee to temporarily remove the Small Wireless Facilities in order to maintain the Utility Poles, Wireless Support Structures and Rights-of-Way, at the Licensee's sole cost and expense, as long as Licensor provides proper prior notice to Licensee.

4.6 **Interruption of Service.** The Licensor shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any interference with the operation of the Licensee's Small Wireless Facilities. In the event of interruption of service caused by Licensor, Licensor shall notify Licensee of interruption as soon as practicable.

4.7 Electrical. Licensee shall be permitted to connect Small Wireless Facilities to necessary electrical, fiber optic and telephone service, at Licensee's sole Licensee shall attempt to coordinate with applicable utility cost and expense. companies to provide separate service to Licensee's Small Wireless Facilities for Licensee's use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service, at Licensee's sole cost and expense, upon the reasonable approval of Licensor. In the event that Licensee uses existing utility service at an individual Utility Pole or Wireless Support Structure, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or Licensor); or ii) provide for an additional fee in the applicable Site Specific Permit which shall cover Licensee's utility usage. The Parties

agree to reflect power usage and measurement issues in each applicable Site Specific Permit.

Licensee shall be permitted at any time during the Term of each Site Specific Permit, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Utility Pole), a temporary power source, and all related equipment and appurtenances within the Utility Pole, or elsewhere on the Utility Pole in such locations as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Utility Pole. In the event such conduits affect the life expectancy of the Utility Pole, an additional fee that reflects the replacement cost of the Utility Pole may be assessed by Licensor after providing written notice to Licensee.

#### 4.8 General Restrictions.

4.8.1. **Removal, Relocation or Replacement of Utility Pole.** In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Utility Pole, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Small Wireless Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Small Wireless Facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate the applicable Site Specific Permit. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Licensor must provide as much notice of the removal, relocation or replacement of a Utility Pole as reasonably practical under the circumstances.

4.8.2. **Damage to Utility Pole.** In circumstances where the Utility Pole is damaged, (struck by a vehicle or by lightning or otherwise knocked down), the Licensor shall have the right to remove the Utility Pole and transport the Small Wireless Facilities to the Licensor's facilities. The Licensor shall notify the Licensee of the damaged Utility Pole as soon as reasonably practical. The Licensor shall have discretion to replace the Utility Pole, as set forth in Section 4.8.1. The Licensee shall be solely responsible for all costs related to the removal and/or reinstallation of its Small Wireless Facilities. If the utility pole needs to be replaced, and the utility pole to be replaced is or was a non-standard design or type in order to accommodate the Licensee's small wireless facility, and recovery from the liable party who damaged the pole is not available, the Licensee shall be solely responsible for the incremental costs of the replacement utility pole over the cost of a standard pole.

4.8.3. **Right-of-Way Only.** This Agreement shall only apply to Site-Specific Permits for Small Wireless Facilities located on Licensor Utility Poles and Wireless Support Structures that are located entirely within the Right-of-Way.

#### 5.0. Other Rights and Obligations of Licensee.

5.1. **Rights and Obligations after Installation of Small Wireless Facilities.** Except as set forth in this Section, should Licensee wish to modify the form, fit, or function of any Small Wireless Facility during the term of this Agreement, Licensee may request, in writing, the Licensor's approval and authorization to add, attach, install, move, repair, replace, or otherwise alter or change the Licensee's Small Wireless Facilities in a manner consistent with this Agreement and with the Act and Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest. All written requests for this purpose shall be filed with the Licensor's Representative, who may revise the Site-Specific Permit for such Work subject to appropriate reasonable conditions, or require a new permit. All Work on the Utility Poles shall comply with the Licensor's Municipal Code.

5.1.1. **Routine Maintenance.** The Licensee shall not be required to obtain approval or a permit to perform routine maintenance. However, the Licensee shall notify the Licensor, in writing, of any routine maintenance at least forty-eight (48) hours in advance of the maintenance.

5.1.2. **Replacement of Small Wireless Facilities.** If the Licensee is seeking to replace a Small Wireless Facility with a Small Wireless Facility that is substantially similar and the same size, or smaller, than the existing Small Wireless Facility, the Licensee does not need to receive written authority or any additional permits from the Licensor. At least ten (10) days prior to the planned replacement, the Licensee shall notify the Licensor of the planned replacement and provide the Licensor with (i) the equipment specifications for the replacement of equipment, which shall include the equipment type and model numbers for the antennas and all other wireless equipment associated with the replacement Small Wireless Facility; and (ii) information sufficient to establish that the replacement Small Wireless Facility is substantially similar. The Licensee shall provide all information necessary and requested by the Licensor to establish that the replacement Small Wireless Facility is substantially similar. The Licensor has the sole right and responsibility to determine if a proposed Small Wireless Facility is substantially similar.

5.1.3. **Micro Wireless Facilities.** The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities, as defined in the Act, that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes do not require an application or authorization from the Licensor. However, the Licensee shall still notify the Licensor, in writing, of any work on Micro Wireless Facilities under this subsection at least forty-eight (48) hours in advance of that work.

5.1.4 **Traffic Plan.** If any of the work performed in this Section involves activities that affect traffic patterns or require lane closures, the Licensor may require the Licensee to obtain a right-of-way permit.

Due Care. Licensee shall at all times use due care to insure that no 5.2 damage, beyond reasonable wear and tear, is caused to Utility Poles, Wireless Support Structures, Rights-of-Way, or Licensor Facilities, conduits, or any other portion of the Licensor's or others' property, including but not limited to: ground surfaces, landscaping, paved surfaces, swales, sewer drainage features, fibers, wires, cables, poles and/or conduits lawfully located on or about Utility Poles, or other physical structures on which the Licensee intends to attach and/or install Licensee's Small Wireless Facilities. Any damage which is caused by the Licensee shall be reported to the Licensor's emergency contact listed in Section 13.19 herein and in writing to the affected Party within forty-eight (48) hours of Licensee learning of the damage. Licensee shall reimburse the affected Party upon demand for any damage caused by its employees, contractors, subcontractors, agents or representatives. The Licensee shall be fully liable for the acts or omissions of its subcontractors, agents and employees. Licensee shall install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace its Small Wireless Facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement, the Act, and Chapter 16 (Small Wireless Facilities) of Title 5 (Public Ways and Property) of the Village Code of the Village of River Forest. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its Small Wireless Facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

5.3. **Identification of Facilities.** Licensee shall identify its Small Wireless Facilities, including, without limitation, its fibers, wires, and cables and equipment enclosures with appropriate durable visible identification tags that describe the Licensee's name, number, color, identification, code, size, and manufacture of Licensee's Small Wireless Facilities. Licensee shall consult with the Licensor Representative to make certain that such identification tags are specific to the Licensee so as not to be confused with other Entities lawfully within the area of Licensee's Small Wireless Facilities. Licensee shall comply with J.U.L.I.E protocol and shall have sole responsibility to locate Licensee's Small Wireless Facilities. Upon a change in ownership or control of Small Wireless Facilities, the new Entity shall provide updated identification tags within fourteen (14) days.

5.4. **Interference.** Licensee agrees that its license is subject at all times to the Licensor's right to use its Utility Poles and Wireless Support Structures for their primary purpose. Licensee agrees to install Small Wireless Facilities of the type and frequency which will not cause harmful interference to any equipment of the Licensor, governmental agencies, or other licensees of the Utility Poles or Wireless Support Structures which existed on prior to the date this Agreement is executed by the Parties. Additionally, the Licensee's operation of Small Wireless Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, both

present and future frequencies. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. In the event any after-installed Licensee's Small Wireless Facilities cause such interference, and after Licensor has notified Licensee in writing of such interference, Licensee, at its sole expense, will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Small Wireless Facilities and later powering up such Small Wireless Facilities for intermittent testing. Licensor agrees that Licensor and/or any other licensees of the Utility Pole or Wireless Support Structure who in the future take possession of the Pole or Structure will be permitted to install only such Small Wireless Facilities that are of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Small Wireless Facilities of Licensee. The Licensor may terminate a permit for a Small Wireless Facility based on such interference if the Licensee is not making a good faith effort to remedy the problem. With respect to interference with public safety frequencies, good faith effort must be action in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

## 6.0. <u>Costs</u>

## 6.1. Make Ready Work:

6.1.1. For Licensor's Utility Poles that support aerial facilities used to provide communications services or electric service, the Licensee shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. The Licensee shall be responsible for all costs associated with make-ready work. The good faith estimate of the municipality for any make-ready work necessary to enable the Utility Pole to support the requested collocation shall include municipality pole replacement, if necessary.

6.1.2. For Licensor's Utility Poles that do not support aerial facilities used to provide communications services or electric service, the Licensor shall prove a good-faith estimate for any make-ready work necessary to enable the Utility Pole to support the requested collocation, including pole replacement, if necessary, and shall provide the good faith estimate within ninety (60) days after receipt of a complete application. The Licensee shall be responsible for all costs associated with make-ready work.

6.1.3. Fees for make-ready work, including any Licensor Utility Pole replacement, shall not exceed actual costs or the amount charged to Communications Providers for similar work. Make-ready work can include fees and expenses incurred for review by consultants, unless the Licensor's Utility Pole does not support aerial facilities used to provide communications services or electric service.

6.1.4 Make-ready work may include work needed to accommodate additional public safety communications needs that are associated with the deployment of public safety equipment for attachment within one (1) year of the application.

6.3. **Annual License Fee.** The Licensees shall pay, on an annual basis, an Annual License Fee to Licensor for each Site-Specific Location in the amount of the higher of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) or such other amount as authorized by law and set forth in the Licensor's Municipal Code ("Annual License Fee").

6.4 **Timing of Annual License Fee Payments.** Upon the final inspection of an initial Site-Specific Permit site, and receipt of a notice that the Permit site is approved by Licensor the Licensee shall pay the full Annual License Fee for that Site-Specific Location within sixty (60) days of the permit issuance. Annual License Fees, for each Site-Specific Location, shall thereafter be due and payable by the Licensee on January 1 each year.

6.5 **Late Payment Interest.** Any Annual License Fees not paid within sixty (60) days of due date will be assessed a rate of 10% per annum from the due date.

6.6. **Failure to Pay.** Licensee's failure to pay any costs or Annual License Fees under this Agreement within thirty (30) days of the due date shall constitute a material default, if Licensee fails to cure as provided in Section 3.4.1. Licensee's obligation to pay all previously incurred costs, fees, and right-of-way fees shall survive the expiration or earlier termination of this Agreement. If a failure to pay has not been cured within thirty (30) days of the default, the applicable Site Specific Permit shall terminate and Licensee shall remove Licensee's Small Wireless Facilities within the timeframe specified in Section 7. Licensee's failure to remove within the time required will authorize the Licensor at its discretion to remove said facility pursuant to Section 7 herein.

## 7.0 Abandonment and Removal of Small Wireless Facilities

**7.1. Licensee's Obligation to Remove.** The Licensee has an obligation to remove its Small Wireless Facilities, and restore the Utility Pole, Wireless Support Structures, and Rights-of-Ways to their original condition, reasonable wear and tear and casualty damage excepted. This obligation arises: (1) upon termination of this Agreement; (2) upon the termination of any Site Specific Permit; (3) when the Licensee is no longer using a Small Wireless Facility to provide Wireless Services; or (4) when the Licensee abandons the Small Wireless Facilities. Licensor agrees and acknowledges that all of the equipment and Small Wireless Facilities of the Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Property after termination of the Site Specific Permit, Licensee shall pay a holdover fee it the amount of \$250 per month until such

time as the removal of the Small Wireless Facilities is completed. The Licensor shall have the authority at any time to order and require Licensee to remove and abate any Small Wireless Facilities that are in violation of the Licensor's Right of Way or Small Wireless Facilities regulations.

7.2. Licensor's Authority to Remove Small Wireless Facilities. In the event that the Licensee fails to remove a Small Wireless Facility within ninety (90) days from the termination of this Agreement or a Site Specific Permit, or from the date of written notice from the Licensor demanding the removal, the Licensor shall have the right to take such action as it deems necessary to remove the Small Wireless Facility, including the authority to engage the services of an independent contractor or through any code provisions regarding the abatement of nuisances. All notices of removal or abandonment shall be sent by certified or registered mail, return receipt requested, by the Licensor to the Licensee at the last known address of the Licensee. In the event that Licensor removes a Small Wireless Facility pursuant to this Agreement, the Licensee shall pay the Licensor, upon demand, the Licensor's actual and reasonable cost of removal of the Small Wireless Facility and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement. Alternatively, pursuant to the requirements of the Municipal Code, the Licensor may use any bond or letter of credit deposited by the Licensee to cover the cost of any removal. If the Licensor removes the Licensee's Small Wireless Facility in accordance with this Agreement, the Licensor shall have no obligation to protect, store, recycle, or otherwise conserve the removed Small Wireless Facility. The Licensor shall have no obligation to pay or reimburse the Licensee for any Small Wireless Facility removed by the Licensor. Any monies secured by the Licensor as a result of repurposing all or part of the Small Wireless Facility may be applied by the Licensor to its general fund.

**7.3. Abandoned Communications Equipment**. If the Licensor suspects that the Licensee is no longer using the Small Wireless Facilities to provide Wireless Service, it may require the Licensee to provide evidence that the Small Wireless Facilities are still operational and that they are being used to provide Wireless Service. If the Licensor suspects that a Small Wireless Facility has been abandoned, it may send the Licensee written notice that: (1) it suspects that a Small Wireless Facility has been abandoned; and (2) requires the Licensee to remove the Small Wireless Facility or provide proof that the Small Wireless Facility is operational within thirty (30) days; and (3) informs the Licensee that failure to provide proof or to remove the Small Wireless Facility will result in the Licensor removing the Small Wireless Facility and that the cost of removal is the Licensee's responsibility, as set forth in Section 7.2. A Small Wireless Facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned.

## 8.0. Installation and Replacement of Small Wireless Facilities.

8.1. **Provision of Communication Service.** This Agreement shall include new types of Small Wireless Facilities that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all Laws in connection with the use of the Rights-of-Ways or other property. For Site-Specific Locations in the Right of Way, said locations may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities approved by a Site-Specific Permit by the Licensor from time to time for Communication Services or Wireless Services and not for any other purpose whatsoever.

8.2. **Ongoing Inspections.** The Licensor shall have the ongoing right to inspect any Site-Specific Location or Work related to the Licensee's Small Wireless Facilities as it deems appropriate.

8.3. **Unauthorized Installation Charge.** If the Licensee installs an Unauthorized Communication Site, the Licensee acknowledges it will be fined in the amount of seven hundred and fifty dollars (\$750.00) per day for each day the violation exists. Notwithstanding any other provision of this Agreement, if Licensee has failed to remove an Unauthorized Communication Site within thirty (30) days of delivery of a notice of such Unauthorized Communication Site from the Licensor, the Licensor may immediately remove or cause the removal of the facility(ies) named in such notice for which the violation persists. Payment of the penalty shall not authorize the presence of the Unauthorized Communication Site at the specific location without a Site-Specific Permit. No action or inaction by the Licensor with respect to unauthorized use of any Right-of-Way or other Licensor property shall be deemed to be a ratification of an unauthorized use or waiver of any provision of this Agreement.

8.4. **Removal.** Licensee may in its discretion remove its Small Wireless Facilities at its own cost and expense provided that it has given the Licensor Representative notice of the removal and has been issued any necessary permits to do so.

8.5. **Failure to Restore or Remove.** If the Licensee fails to remove Small Wireless Facilities in accordance with this Agreement, or fails to restore the Right-of-Way as set forth in this Agreement, the Licensor may, at the Licensee's sole cost and expense, remove Small Wireless Facilities or cause their removal without liability on the part of the Licensor, and the Licensee shall pay the Licensor, upon demand, the Licensor's actual and reasonable cost of removal and for any other losses or damages incurred by the Licensor by such undertaking. This removal is subject to the terms and timelines set forth within this Agreement. This obligation shall survive termination or expiration of this Agreement.

## 9.0 Indemnity, Waiver, Risk of Loss.

9.1. Licensee Indemnification. The Licensee agrees to defend, indemnify and hold the Licensor and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, liability, losses and expenses, including reasonable attorney's fees and costs of suit or defense from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Licensor's Utility Poles or Rights-of-Way associated with such improvements by the Licensee or its employees, agents, contractors, subcontractors, arising out of the rights and privileges granted under the Act or this Agreement; provided, however that the Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Licensor or its employees or agents.

9.2. **Waiver.** The waiver by a Party of any breach or default or violation of any provision, by any other party, shall not be deemed to be a waiver or continuing waiver by that Party of any subsequent breach or default or violation of the same or any other provision.

9.3. **Risk of Loss.** The Licensee shall assume all responsibility for promptly reimbursing the Licensor, or its franchisees, for any of their losses or expenses associated with damages caused directly or indirectly by the Licensee, its employees, agents and/or contractors or subcontractors in the Rights-of-Way, including without limitation to any poles or conduits, sewers, gas, water, electric lines, fiber or cable communication lines, caused by the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of the Licensee's Small Wireless Facilities. The Licensee shall provide immediate notification to the affected Party or Entity upon the occurrence of any such damage.

9.4. **Limitation.** Notwithstanding the foregoing, neither Party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

## 10.0. Insurance Requirements and Securities.

10.1. The Licensee's financial integrity is of interest to the Licensor; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage, which will satisfactorily insure the Licensee and, where appropriate, the Licensor against claims and liabilities which may arise out of the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities. Such insurance shall be issued by companies licensed to do business in the State of Illinois, with an A.M. Best's rating of no less than A-VII, or subject to the approval by the Licensor, not to be unreasonably withheld or

delayed, unless the Licensee is self-insured. Such insurance shall be in the types and for an amount not less than those listed in Section 5-16-18 of the Village Code of the Village of River Forest.

10.1.1. The liability insurance policy required by this section shall be written on form ISO CGL 00 01 or equivalent and maintained by the Licensee throughout the terms of the Agreement, and such other period of time during which the Licensee is operating without a license hereunder, or is engaged in the removal of its Small Wireless Facilities. Licensee will provide at least thirty (30) days written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced.

10.1.2. In no event later than thirty (30) days prior to such cancellation, the Licensee shall obtain and furnish to the Licensor replacement insurance certificates meeting the requirements of this section and of Section 5-16-18 of the Village Code of the Village of River Forest.

#### 11.0. Emergency Contacts.

11.1. Licensee's Duty to Maintain Current Emergency Contacts. Licensee will maintain the emergency contact information current at all times with the Licensor Representative.

#### 12.0. Representations and Warranties.

12.1. **Representations and Warranties of the Parties.** As of the Effective Date, each Party represents and warrants to the other Party that:

- 12.1.1. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;
- 12.1.2. The execution, delivery, and performance of this Agreement and its exhibits are within its powers, have been duly authorized by all legally necessary actions, and do not violate any of its governing documents, any contracts with any joint owners to which it is a party, or any Law;
- 12.1.3. This Agreement and its exhibits and any other document executed and/or delivered in accordance with this Agreement constitute a legally valid and binding obligation, enforceable against it in accordance with its covenants, terms, conditions, and provisions;
- 12.1.4. It has not filed and it is not now contemplating the filing for bankruptcy protection and, to its knowledge, no action is threatened against it which would result in it being or becoming bankrupt;
- 12.1.5. There is not, to its knowledge, pending or threatened against it or any of its affiliates, any legal or administrative proceedings that could materially and adversely affect its ability to perform its obligations under this Agreement; and
- 12.1.6. No "event of default" or potential "event of default" with respect to it has occurred or is continuing and no such event or circumstance would occur

as a result of its entering into or performing its obligations under this Agreement.

12.2 **Representations and Warranties of the Licensee.** The Licensee represents and warrants to the Licensor that:

- 12.2.1. The Licensee has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the Communications Service and Wireless Service; and
- 12.2.2. The Licensee is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises; and
- 12.2.3. There is not pending or, to the Licensee's knowledge, threatened against the Licensee or its parent corporation or any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises; and
- 12.2.4. All Work to be performed by the Licensee pursuant to this Agreement will be (i) performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer's specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and (ii) that it will be free from defects.

#### 13.0. Miscellaneous Provisions.

13.1. **No Bar to Other Relief.** Nothing contained in this Agreement will prevent or otherwise restrict either Party from pursuing its rights at law or in equity, including injunctive relief and specific performance, in the event of a default and a material breach by the other Party.

13.2. **Immediate Relief.** Except for challenges to the validity of this Agreement or portions hereof which are specifically waived and released, nothing in this Agreement shall be deemed or construed to prohibit a Party from obtaining judicial, regulatory, or other relief necessary in order to preserve the status quo or prevent the loss or violation of that Party's rights.

13.3. **Amendments.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties.

13.4. **Assignment.** This Agreement is personal to only the Licensee and no other Entity. The Licensee may not directly or indirectly assign, transfer, or convey to another Entity this Agreement, or any of the rights and obligations of the Licensee established by this Agreement without written approval of the Licensor. Any assignment or transfer of this Agreement shall be void, and the Licensor may terminate this Agreement if the Licensee attempts to assign or transfer this Agreement without compliance hereof.

- 13.4.1. The preceding sentences of this Section notwithstanding, the Licensee may assign or transfer this Agreement to its parent corporation or any subsidiary corporation or affiliate or successor in interest, provided that such parent corporation, subsidiary corporation, affiliate, or successor in interest first agrees, in writing, to be fully bound by this Agreement and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Licensor Representative shall be notified of assignment or transfer.
- 13.4.2. The preceding sentences of this Section notwithstanding, if Licensee sells or otherwise transfers all or substantially all of its assets, then, upon the provision of written approval from the Licensor, which will not be unreasonably withheld, Licensee may assign or otherwise transfer this Agreement and the rights and obligations hereunder without the approval of the Licensor so long as the transferee is not statutorily unfit to hold such a license. For the avoidance of doubt, if Licensee owns the underlying land at any site specific location, the mere sale or other transfer of the land shall not affect this License.

13.5. **Sublicensing.** The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Licensee in the rights-of-way pursuant to this Agreement may be owned and/or operated by Licensee's third-party Wireless Service Providers and installed and maintained by Licensee pursuant to license agreements between Licensee and such Wireless Service Providers. Such Small Wireless Facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities, (ii) the Licensor's sole point of contact regarding such facilities shall be Licensee, and (iii) Licensee shall remain responsible and liable for the removal and relocation of such facilities per the Agreement. However, all Wireless Service Providers shall agree, in writing, to be fully bound by this Agreement and to jointly assume all of the Licensee's obligations and liabilities hereunder. Licensee shall not grant such Wireless Service Providers rights of access to such facilities. The Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Small Wireless Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this section.

13.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

13.7. **Exhibits.** As of the Effective Date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to and duly executed amendments to this Agreement, are by such reference incorporated in this Agreement and shall be deemed a part hereof as if fully set forth herein.

13.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules or principles.

13.9. **Headings.** The headings hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation hereof.

13.10. **Independent Contractor.** Each Party to this Agreement acts as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency relationship between the Licensor and the Licensee.

13.11. **Resolving Conflicting Provisions.** To the extent the provisions and any other authorizations and approvals required to be obtained by the Licensee from the Licensor are in conflict, the provisions of the Agreement, authorizations and approvals which impose(s) the higher or greater legal duty or obligation upon the Licensee shall take precedence.

13.12. **Rules of Construction.** Each Party and its counsel have reviewed this Agreement. Accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the construction and interpretation hereof.

13.13. **Severability.** If a court of competent jurisdiction finds or rules that a provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

13.14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the Parties and approved successors.

13.15. **Time of Action.** For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any day observed as an official holiday by the Licensor, the time for performance shall be extended to the following Business Day.

13.16. **Jurisdiction and Venue.** Exclusive jurisdiction and venue for any and all disputes related in any manner to this Agreement, regardless of their basis or nature, shall be in the Circuit Court of Cook County.

13.17. **No Recording.** Licensee shall not record this Agreement or any other document referred to herein without the written consent of the Licensor.

13.18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, warranties, agreements, or understandings (whether oral or written) between the Parties relating to the subject matter hereof which are not fully expressed herein.

13.19. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be given, in writing, and shall be deemed validly given if delivered or sent by certified mail, return receipt requested, or by commercial courier, provided the commercial courier's regular business is delivery service, and addressed, as follows:

- Licensor: The Village of River Forest Attn: Village Administrator 400 Park Avenue River Forest, IL 60305
- Copy to: Klein, Thorpe and Jenkins, Ltd. Attn: Greg Smith 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606

24/7 EMERGENCY CONTACT: Phone Number

Any notice to be sent to the Village President shall be sent to the same address referred to above.

Licensee:	New Cingular Wireless Pcs, LLC		
	Attn: Network Real Estate Administration		
	575 Morosgo Drive NE		
	Atlanta, GA 30324		
	Re: Wireless Installation on Public Structures		
	(City, IL)		
	Fixed Asset #		

Copy to: New Cingular Wireless Pcs, LLC Attn: Legal Department, Network Operations 208 S. Akard Street Dallas, TX 75202-4206 Re: Wireless Installation on Public Structures \_\_\_\_\_\_ (City, IL) Fixed Asset #

24/7 EMERGENCY CONTACT: Phone Number: 1-800-638-2822

13.20. **No Waiver**. A waiver by the Licensor of any breach of one or more of the terms of this Agreement shall not constitute a waiver of any subsequent or other breach

of the same or other term, nor shall the failure on the part of the Licensor to require exact, full, and complete compliance with the terms contained herein be construed as changing the terms of this Agreement or as stopping the Licensor from enforcing full compliance with the provisions herein. No delay, failure, or omission of the Licensor to exercise any right, power, privilege, or option arising from any breach shall impair any right, power, privilege, or option, or be construed as a waiver or acquiescence of such breach or as a relinquishment of any right. No right, power, privilege, or option of the Licensor shall be construed as being exhausted by the exercise thereof in one or more of the instances. The rights, powers, privileges, and options given to the Licensor under this Agreement and by law shall be cumulative.

13.21 **Casualty**. In the event of damage by fire or other casualty to a Utility Pole or Wireless Support Structure on which Small Wireless Facilities are located that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Utility Pole or Wireless Support Structure Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Site Specific Permit upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause the Site Specific Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Site Specific Permit and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Site Specific Permit. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

13.22 **Applicable Laws**. During the term of this Agreement, Licensor shall use and maintain the Utility Poles, Wireless Support Structures, and Rights-of-Way in compliance with all Laws. Licensee shall, in respect to the condition of the Small Wireless Facilities and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Small Wireless Facilities; and (b) all building codes requiring modifications to the Small Wireless Facilities due to the improvements being made by Licensee to the Small Wireless Facilities.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below with their respective signatures, to be effective as of the date of the signature of the last Party to sign.

# LICENSOR:

Village of River Forest, an Illinois municipal corporation

	Ву:
WITNESS	Its:
	Date:
	LICENSEE:
	NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company d/b/a AT&T MOBILITY
	By: AT&T Mobility Corporation, its Manager
	By:
WITNESS	Its:
	Date:

# Village of River Forest

## General Guidelines and Small Wireless Facility Design, Stealth and Concealment Standards

The following general guidelines and design, stealth and concealment standards apply to the placement of small wireless facilities within the Village. Small Wireless Facilities are generally regulated by Title 5, Chapter 16 of the Village Code and all terms used herein are as defined in that Chapter.

General Standards. Every small wireless facility collocation shall comply with the following standards.

- A. Small wireless facilities:
  - 1. Antennas shall be mounted no less than twelve (12) feet above ground level.
  - 2. Antennas shall, to the extent technically feasible, be designed and installed to appear hidden within the utility pole or to appear like an original part of the utility pole or wireless support structure.
  - 3. Each antenna not hidden within a utility pole shall be located entirely within a shroud enclosure not more than six (6) cubic feet in volume that is capable of accepting paint to match the approved color of the small wireless facility.
  - 4. Top-mounted antennas and their enclosures shall not extend the diameter of the utility pole or wireless support structure at the level of the antenna attachment.
  - 5. Side-mounted small wireless facility antennas within a shroud enclosure and side-mounted small wireless facility equipment enclosures shall be, if possible, flush mounted to the utility pole or wireless support structure at the level of the attachment. Metal flaps or "wings" shall extend from the enclosure to the utility pole or wireless support structure to conceal any gap between the between the small wireless facility and the utility pole or wireless support structure. The design of the flaps shall be integrated with the design of the small wireless facility.
  - 6. Small wireless facilities located on street light poles or traffic control structures shall not block light emanating from the street light fixture

or otherwise interfere with the purpose of the street light fixture or traffic control structure.

- 7. Small wireless facilities shall be attached to the utility pole or wireless support structure using rigid steel clamping mounts or stainless steel banding to the exterior of any metal pole. All mounts and banding shall be of the same color as the utility pole or wireless support structure, except as otherwise approved by the Village Engineer. Care should be taken to integrate the mounting elements into the small wireless facility design. Through-bolting or use of lag bolts on Village-owned utility poles is prohibited.
- 8. For attachments to existing utility poles, wires serving the small wireless facility shall be concealed within the hollow interior of the utility pole, or if concealment is not technically feasible, flush mounted to an existing utility pole in an enclosed wire chase on which the facilities are collocated. For new utility poles or wireless support structures, wires serving the small wireless facility shall be concealed within the hollow interior of the utility pole or wireless support structure.
- 9. All small wireless facilities shall be installed in accordance with all applicable Village codes. No wiring or cabling shall interfere with any existing wiring or cabling installed by the Village, a utility or a wireless services provider.
- 10. No guy or other support wires will be used in connection with a small wireless facility unless the small wireless facility is to be attached to an existing utility pole or wireless support structure that incorporates guy wires prior to the date the applicant has applied for a permit.
- 11. The small wireless facility, including the antenna, and all related equipment when attached to an existing or new utility pole or wireless support structure, must be designed to withstand a wind force and ice loads in accordance with the applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute in TIA/EIA Section 222-G established (ANSI) by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any

small wireless facility attached to a Village-owned utility pole or, in the discretion of the Village, to a non-Village-owned utility pole or wireless support structure, the operator of the small wireless facility must provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

- 12. The Village will not authorize any attachments of small wireless facilities to a Village-owned utility pole that negatively impacts the structural integrity of the pole. The Village may condition approval of the collocation on replacement or modification of the Village-owned utility pole if necessary to meet Village standards.
- 13. Small wireless facilities shall be located in a manner that meets the Americans with Disabilities Act of 1990 and does not obstruct, impede or hinder the usual pedestrian or vehicular path of travel.
- 14. Small wireless facilities collocated on Village-owned utility poles may not use the same power or communication source providing power and/or communication for the existing infrastructure. The wireless provider shall coordinate, establish, maintain and pay for all power and communication connections with private utilities.
- 15. A four (4) inch by six (6) inch plate with the wireless provider's name, location identifying information, and emergency telephone number shall be permanently fixed to the small wireless facility equipment enclosure or shroud.
- B. Replacement of Existing Street Light Poles

The following standards apply when replacing an existing street light pole with a combination small wireless facility and street light pole. Such replacements should only be located where an existing street light pole can be removed and replaced, or at a new location where it has been identified that a street light is necessary. All such replacements shall meet the following standards:

1. All replacement street light poles shall be a similar design, size, material, and color as the replaced existing street light pole and other poles within the immediate area.

- 2. All replacement street light poles and pole foundations shall conform to the Village's standards and specifications for street light design and construction, as depicted in Exhibit A.
- 3. Replacement street light poles shall be an equal distance from other street light poles based upon the average distance between existing street light poles within the designated area.
- 4. Street light poles shall be designed and engineered to support a luminaire and mast arm of length equal to that of the existing pole to be replaced or of a length approved by the Director of Public Works or his designee based upon the location of the replacement street light pole.
- 5. All luminaires and mast arms shall match the arc and style of the original luminaire and mast arm, unless otherwise approved by the Director of Public Works or his designee.
- 6. The replacement luminaire and mast arm shall be at the same height above the ground as the existing luminaire and mast arm.
- 7. All replacement street light poles shall have new light emitting diode (LED) light fixtures of the same manufacturer, model and light output as the removed fixture and nearby light fixtures, or as otherwise approved by the Director of Public Works or his designee.
- 8. Replacement street light poles shall have a five (5) year manufacturer's replacement warranty.
- 9. Replacement street light poles shall meet American Association of State Highway and Transportation Officials structural guidelines for roadway applications and the American National Standards Institute requirements for vibrations.
- 10. Street light pole height shall be measured from the ground to the top of the street light pole.
- 11. All replacement street light pole heights shall be consistent with those of existing street lights.
- 12. The small wireless facility components shall be sized appropriately to the scale of the street light pole.
- 13. A decorative transition shall be installed over the equipment enclosure upper bolts, or a decorative base cover shall be installed to
match the equipment enclosure size. All hardware connections shall be hidden from view. Each street light pole component shall be architecturally compatible to create a cohesive aesthetic.

- 14. Replacement street light poles shall continue to be owned by the Village.
- C. Installation of new wireless support structures, where allowed.
  - A new wireless support structure shall be designed to minimize the visual and aesthetic impact of the new vertical element and associated small wireless facilities upon the surrounding area and shall blend in with the surrounding streetscape with minimal visual impact. The Village may require a new wireless support structure to be constructed of a specific material that will enhance the stealth and concealment of the structure.
  - 2. New wireless support structures shall match the design, type, material and color of existing utility poles, including street light poles, within the immediate area, except as otherwise approved by the Director of Public Works or his designee, as depicted in Exhibit A.
  - 3. Within residentially zoned areas, new wireless support structure installations shall be located where the shared property line between two residential parcels intersect the right-of-way whenever possible, unless an unsafe condition, cluttered appearance, or other violation of these standards will result.
  - 4. New wireless support structures shall be equal distance from other utility poles based upon the average distance between existing utility poles within the designated area. If a new wireless support structure cannot be located the average distance from other utility poles, a new wireless support structure may be approved if such wireless support structure is designed as a stealth pole.
  - 5. The centerline of a new wireless support structure shall be in alignment with existing utility poles where present, or with street or parkway trees along the same side of the right-of-way.
  - New wireless support structures shall be located a minimum of twelve (12) feet from driveway aprons.

- 7. New wireless support structures shall be sited outside the critical root zone of existing trees having a six (6) inch diameter at breast height located in the immediate vicinity.
- 8. The outside diameter of any new wireless support structure shall not exceed the diameter of existing utility poles located within 300 feet of the location of the new wireless support structure.
- 9. New wireless support structures shall not exceed the heights as authorized by Title 5, Chapter 16 of the Village Code.
- 10. New wireless support structures shall be round in shape with a smooth pole shaft.
- 11. New wireless support structures incorporating pole-mounted small wireless facilities shall be taped in diameter from the base to the top, with a maximum diameter of twelve (12) inches at the base and a maximum diameter of eight (8) inches at the top.
- 12. New wireless support structures incorporating small wireless facilities in an equipment enclosure within a base may utilize poles tapered in diameter or poles having a consistent outside diameter.
- 13. All new wireless support structures must be supported with a reinforced concrete foundation designed, stamped, sealed and signed by a professional engineer licensed and registered in the State of Illinois, and subject to the Village Engineer's approval.
- 14. All anchor bolts must be concealed from public view, with an appropriate pole boot or cover powder-coated to match the wireless support structure color.
- 15. If multiple requests are received to install two (2) or more wireless support structures in approximately the same location, in a manner that would violate these requirements or other Village requirements, the Village shall resolve such conflict through whatever reasonable and nondiscriminatory manner it deems appropriate.
- D. Stealth and Concealment Requirements.

Wireless providers shall comply with the design and construction standards that are generally applicable to utility installations in the public right-of-way, as set forth in Title 5 of the Village Code, as well as these standards, any other written design standards for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are otherwise identified by the Village in an ordinance, written policy adopted by the Village Board of Trustees, in the Village's comprehensive plan, or in another written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district. In addition:

- 1. The use of stealth technology in the location and construction of small wireless facilities is required whenever and wherever possible. Stealth technology means using the least visually and physically intrusive design and equipment that is not technologically or commercially impractible under the facts and circumstances, to employ methods that blend into surroundings and not be visible; and to minimize adverse aesthetic and visual impacts on the right-of-way, property, building and/or other facilities adjacent to, surrounding and in generally the same area as the requested location of such small wireless facilities.
- 2. Small wireless facilities, including but not limited to antennas, equipment enclosures, mounting brackets and hardware, mounting posts, cables, and shrouds, shall be of a color that is identical to the utility pole or of a neutral color compatible with the color of the utility pole and any surrounding elements so as to camouflage or conceal their appearance, create consistency among right-of-way infrastructure, and to make such small wireless facilities as unobtrusive as possible. The Village Engineer may approve compatible color schemes for antennas and small wireless facilities.
- 3. Mechanical equipment and devices shall be concealed underground, mounted within a concealment box designed as a decorative pole base or within unobtrusive equipment enclosures or other devices mounted directly to the pole a minimum of eight (8) feet above ground level and screened by means of Village-approved banners or other approved concealment methods.
- 4. Small wireless facilities must be located and oriented in such a way as to minimize view blockage.
- 5. The wireless provider shall use the smallest suitable wireless facilities then in industry use, regardless of location, for the particular application.
- 6. Additional landscaping and fencing shall be required to help mitigate the effects of the installation of any ground-mounted equipment.

- 7. Small wireless facilities shall not be artificially lighted or marked, except as required by law.
- 8. Small wireless facilities, other than top-mounted antennas, shall be mounted on the side of the utility pole or wireless support structure opposite the direction of vehicular traffic along the same side of the right-of-way.
- 9. Alternative measures for concealment may be proposed by the wireless provider and approved by the Village Engineer, if the Village Engineer determines that the optional measures will be at least as effective in concealing the small wireless facilities as the measures required above.
- E. Historic Districts and Landmarks: The Village's historic district is depicted in Exhibit B.
- F. Historic District or Historic Landmark Limitations:

1. The above design or concealment measures with respect to a historic district or historic landmark, including restrictions on a specific category of utility poles, may not have the effect of prohibiting any provider's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility.

2. This subsection shall not be construed to limit the Village's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.*, and the regulations adopted to implement those laws.

G. These standards, once adopted, may be amended at the direction of the Village Administrator as deemed necessary without further Board review or approval, consistent with the intent of Chapter 16 of the Village Code.

## EXHIBIT A

Village Street Light Pole Specifications





Project Type Catalog No.

## GreenCobra™ LED Street Light GCL

## **Luminaire Data**

 Weight
 18 lbs [8.17 kg]

 EPA
 0.8 ft.<sup>2</sup>







## **Ordering Information**

Sample Catalog No. GCL1 60G MV WW 2S GY 350 PCR5 RWG

Product	No. & Type		/oltage		Color		Distribution	F	inish <sup>1</sup>		rive		Options
	of LEDs				perature						rrent		•
GCL1	60G 80G	MV HV	120-277V 347-480V	WW NW	3000K 4000K	2S 2R	Type 2 Short Type 2 Medium	GY DB	Gray Dark	<b>350</b> <sup>2</sup> <b>530</b> <sup>2</sup>	350mA 530mA	HSS <sup>6</sup> CSS <sup>7</sup>	House Side Shield Cul-de-sac Shield
				cw	5000K	3R	Type 3 Medium	вк	Bronze Black	610 <sup>2</sup> 700 <sup>2</sup>	610mA 700mA	FDC <sup>3</sup> LPCR	Fixed Drive Current Less Photocontrol
												PCR5 <sup>4</sup>	Receptacle ANSI 5-wire Photocontrol
												PCR7 <sup>4</sup>	Receptacle ANSI 7-wire Photocontro Receptacle
												PCR5-CR <sup>5</sup>	Control Ready 5-wire Photocontrol Receptacle
												PCR7-CR <sup>5</sup>	Control Ready 7-wire Photocontrol Receptacle
												4B RWG	4-Bolt Slip-Fitter Rubber Wildlife Guard Utility Wattage Label

Notes:

1 Gray, Black and Dark Bronze standard. Consult factory for other finishes.

2 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.

- 3 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 4 Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- 5 Control-ready wiring at factory for wireless node dimming. Default maximum drive current (700mA) must be specified.
- 6 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 7 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.

8 Specify Color (GY, DB, BK)

9 Specify MV (120-277V) or HV (347V-480V)

	Accessories*
HSS <sup>6</sup>	House Side Shield, Snap-On*
CSS <sup>7</sup>	Cul-De-Sac Side Shield, Snap-On*
SPB <sup>8</sup>	Square Pole Horizontal Arm Bracket
<b>RPB</b> <sup>8</sup>	Round Pole Horizontal Arm Bracket
PTB <sup>8</sup>	Pole Top Tenon Horizontal
	Arm Bracket
WB <sup>8</sup>	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC <sup>9</sup>	Twist Lock Photocontrol
	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.





# GreenCobra™ LED Street Light

## Luminaire Specifications

## Housing

Die cast aluminum housing with universal twobolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via high-strength, non-conductive polycarbonate door with stainless steel guickrelease latches. Polycarbonate material is UL recognized and meets UL 746C for outdoor usage. Standard mast arm guard is Polycarbonate with removable insert. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

## **Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 minimum CRI. LEDs are ROHS compliant, 100% mercury and lead free.

## **Optical Systems**

Micro-lens systems produce IESNA Type 2 Short (2S), Type 2 Medium (2R), and Type 3 Medium (3R) distributions. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optical systems maintain an IP66 rating. Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

## Electrical

Power supply life is rated for 100,000 hours. Power Supply is 1-10V dimmable. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to **Photometry** 14 gauge wire and is aligned for straight wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

## Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable base. Wireless control module is provided by others.

## Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested 3000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 9 of 10 per ASTM 1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

## Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium<sup>™</sup> qualified 120-277V product.<sup>2</sup> International Dark Sky Association listed. Luminaire is gualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A.

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

## Warranty

10-year limited warranty is standard on luminaire and components.

## **Performance Data**

All data nominal, consult factory for IES files or LM-79 reports.

## Warm White (3000K) WW

/arm White (3000K) WW						Type 2R	Type 3R		
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>	BUG Rating	BUG Rating	BUG Rating		
0014 000	350	70	8800	126	B2 U0 G2	B1 U0 G2	B2 U0 G2		
	530	105	12700	121	B2 U0 G2	B2 U0 G2	B2 U0 G2		
GCL1 60G	610	120	14200	118	B2 U0 G2	B2 U0 G2	B3 U0 G3		
	700	135	15600	116	B2 U0 G2	B2 U0 G2	B3 U0 G3		
GCL1 80G	350	85	11150	132	B2 U0 G2	B2 U0 G2	B2 U0 G2		
	530	130	16000	123	B2 U0 G2	B2 U0 G2	B3 U0 G3		
	610	160	18700	117	B3 U0 G2	B3 U0 G2	B3 U0 G3		
	700	185	20800	112	B3 U0 G2	B3 U0 G3	B3 U0 G3		

## Noutral White (4000K) NIM

	Neutral White (4000K) NW						Type 2R	Type 3R	
	No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>	BUG Rating	BUG Rating	BUG Rating	
	GCL1 60G	350	70	9250	133	B1 U0 G2	B2 U0 G2	B2 U0 G2	
		530	105	13300	127	B1 U0 G2	B2 U0 G2	B2 U0 G2	
		610	120	15000	125	B2 U0 G2	B2 U0 G2	B3 U0 G3	
		700	135	16400	122	B2 U0 G2	B2 U0 G2	B3 U0 G3	
		350	85	11700	138	B2 U0 G2	B2 U0 G2	B2 U0 G2	
		530	130	16800	129	B3 U0 G2	B2 U0 G2	B3 U0 G3	
	GCL1 80G	610	160	20000	125	B3 U0 G2	B3 U0 G3	B3 U0 G3	
		700	185	22100	119	B3 U0 G3	B3 U0 G3	B3 U0 G3	

## Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

2 Not all versions DLC qualified. Consult qualified product list at www.designlights.org for latest product listing.



# EYE LIGHTING

Type	Date
Model #	Prepared by
Project	

# LEDioc

## Lamp Upgrade Engineered Solution

Applications include: Street/Area, Historic Districts, City Parks & Recreation, Campuses, Glass Lens Post Tops, Plastic Lens Post Tops, Teardrop Pendants

## **Specification Features**

## Construction

The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device. All three components are individually replaceable. The LED retrofit kit is capable of adjusting the light center length of the LED light source to match the photometric light center length of the original design.

## Mounting

LED lampholder is hardwire mounted on a double clamp assembly and can be field adjustable. Medium and Mogul base designs are optional.

## Optics

Designed for use in the specific existing HID post top and pendant mount luminaire. House-Friendly<sup>™</sup> versions available with reduced house side lumens.

## Electrical

Constant Current Driver is 120-277V input, 300mA output and has 0-10V dimming capability, operating temperature is -30° to +60° C. Electrical components are mounted separately to allow for easy serviceability. Transient Immunity device or surge protector supplied per system requirements.

## Reliability

Cast aluminum passive thermal management which allows air circulation around each LED module to ensure performance and long life.

## Warranty

See the EYE Lighting full Warranty and Terms and Conditions of Sale at www.eyelighting.com.





Check the latest update at www.DesignLights.org for listed product catalog numbers. \*Hardwired versions are listed. Contact company for solution availability.

Res Rus CE

## Order Guide

FAMILY	LAMP ТҮРЕ	CRI / KELVIN	MOUNT OPTIONS
LEW = LEDioc Engineered Hardwired*	<b>25WH-323</b> = 25W, House-Friendly <sup>™</sup> Version; 3 Sided, 2 Modules, 3 Chips	<b>830</b> = 80-89 CRI; 3000K	<b>HWD</b> = Hardwired*
<b>LES</b> = LEDioc Engineered Solution	<b>37W-333</b> = 37W; 3 Sided, 3 Modules, 3 Chips	<b>840</b> = 80-89 CRI; 4000K	MED = Medium Base
<b>LEH</b> = LEDioc Engineered House-Friendly™ For use with MED and MOG base options	<b>37WH-433</b> = 37W, House-Friendly™ Version; 4 Sided, 3 Modules, 3 Chips	<b>750</b> = 70-79 CRI; 5000K	<b>MOG</b> = Mogul Base



## **LEDioc** Lamp Upgrade Engineered Solution

The complete LEDioc engineered solution includes: the exclusive patent pending EYE LEDioc lamp, driver, surge protector, and mounting bracket for the specific luminaire. Installation is easy, thermal/mechanical compatibility is assured, and lamp LCL is maintained, preserving the optics and photometric performance of the existing luminaire. Each solution includes luminaire-specific installation instructions for the installer. Other solutions available, contact the factory or visit eyelighting.com for other solutions GE Town and Country EYE Cat # LES-37W333-750-MED-GE02-UNV Model# T10C10S1A1AMS5BL

> Holophane Granville EYE Cat # LES-37W333-750 MED-H003-UNV Model# GV15DHP12LB3



Hadco EYE Cat # LES-37W333-750-MED-HA01-UNV Model # V25 J B5 ND 150S G

EYE Cat # LES-37W333-750-MED-ST02-UNV Model # MS805A/3/x/100HPS120/RE3/x/PA/PG

## **Photometrics**

## STANDARD



## **HOUSE-FRIENDLY**<sup>™</sup>



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## EXHIBIT B

Village of River Forest Historic District Map





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

## MEMORANDUM

Date: March 7, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Municipal Code Amendment - Title 1, Chapter 24 (PSEBA)

## <u>Issue</u>

In 2013 the Village Board adopted Ordinance 3478 which amended Title 1 of the Village of River Forest Municipal Code to add a new Chapter 24, Public Safety Employee Benefit Act (PSEBA) Benefit Administration. The purpose of creating Chapter 24 was to develop a local process for disabled employees to apply for benefits, and for the Village to determine the eligibility for benefits, under the PSEBA. An Appellate Court decision (*Englum v. City of Charleston*) affirmed that a non-home rule municipality possesses the authority to enact such an Ordinance. Following the decision, the Illinois Municipal League (IML) created a model ordinance that municipalities could adopt. Given the court decision and the IML's model ordinance, Chapter 24 was amended in 2017 reflect certain statutory requirements and best practices in the administration of PSEBA benefits. Since that time, IML has updated its model PSEBA Ordinance. Village Staff and the Village's attorney have reviewed the model language and now present a recommendation to amend Chapter 24 of the Village Code.

## Analysis

The PSEBA requires that a municipality pay the full cost of health insurance for a former firefighter/paramedic or police officer, and his or her dependents, if that employee was "catastrophically" injured in the line of duty during what he/she reasonably believed to be an emergency. Since the inception of the PSEBA in 1997 the Village has spent over \$900,000 to cover 100% of the cost of health insurance for recipients until they become eligible for Medicare (age 65).

To ensure that the Village's PSEBA obligations are responsibly managed, Staff and the Village's Attorney recommend that Title 1, Chapter 24 of the River Forest Municipal Code be further amended to include the following major changes (some of which are a memorialization of current Village practices). The impact of these changes are summarized as follows:

## Section 1-24-4(A):

- Individuals receiving benefits under PSEBA will only be able to change from one plan to another during the Village's Open Enrollment Period.

## Section 1-24-4(B):

- The applicant has an ongoing obligation and shall update health insurance coverage information provided and failure to do so may result in the denial of benefits and/or reimbursement to the Village for duplicate coverage. If duplicate coverage has been received by a PSEBA beneficiary, further PSEBA benefits will be denied until the Village has been fully reimbursed by the PSEBA beneficiary for what it would have been credited if it had known about other coverage.
- Reimbursement. Receipt of health insurance benefits from other sources without notice to the Village shall require the applicant to reimburse the Village for the value of those benefits.
- Medicare Eligibility. The applicant shall notify the Village when the applicant becomes Medicare eligible regardless of the status of the enrollment period, so the Village may assist with the transition to Medicare coverage and/or adjust health insurance benefits or PSEBA benefits accordingly.

## **Recommended Board Action**

Motion to amend Title 1, Chapter 24 of the River Forest Municipal Code to modify the process for administering requests for PSEBA benefits.

## <u>Attachment(s)</u>

Ordinance Amending Chapter 24 of Title 1 of the River Forest Village Code with regard to administrative procedures for assessing and determining claims under the Public Safety Employee Benefits Act

## AN ORDINANCE AMENDING SECTION 1-24-4 OF THE RIVER FOREST VILLAGE CODE WITH REGARD TO PUBLIC SAFETY EMPLOYEE BENEFITS ACT BENEFITS GRANTED BY THE VILLAGE

**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**, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, grants the Village the authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities;" and

**WHEREAS**, Section 10-4-1 of the Illinois Municipal Code, 65 ILCS 5/10-4-1, grants the Village the authority to "provide by ordinance in regard to the relation between all municipal officers and employees in respect to each other, the municipality, and the people;" and

**WHEREAS**, the Village desires to amend the Village of River Forest Village Code ("Village Code") with respect to the benefits granted by the Village under the Public Safety Employee Benefits Act, 820 ILCS 320/1, *et seq.*, as amended; and

**WHEREAS**, the Village finds it in the best interest of the Village, Village residents, Village employees, and the public's health, safety and welfare, to amend the Village Code as set forth below;

**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 1-24-4 of the Village Code, entitled "PSEBA Benefits Granted By The Village" is hereby amended by to read as follows, with additions underlined and deletions struck through:

## **"1-24-4: PSEBA BENEFITS GRANTED BY THE VILLAGE:**

A. Basic Group Insurance Plan: If an applicant is determined to be eligible for PSEBA benefits, the applicant will be eligible to receive continued health coverage consistent with the PSEBA under the Village's basic group health insurance plan. The basic group health insurance plan shall be the least expensive health plan offered to Village employees at the time PSEBA benefits are awarded as determined solely by the Village from time to time. The basic group health insurance plan may change from time to time in the Village's sole discretion. PSEBA beneficiaries may only change from one health insurance

plan to another during the Village's open enrollment period. PSEBA beneficiaries may choose to enroll in any other health insurance plan offered by the Village different from the basic group health insurance plan, but any PSEBA beneficiary who does so shall pay the difference in insurance premiums between the Village's basic plan and the other plan. Failure of a PSEBA beneficiary to timely pay the difference in insurance premiums shall result in coverage in the basic health insurance plan. PSEBA benefits do not include benefits not provided in the Village's basic group health insurance plan, such as, but not limited to, dental, vision, life insurance, *etc*.

B. Reduction Or Elimination Of PSEBA Benefits By Other Health Coverage: If an applicant or PSEBA beneficiary becomes eligible to receive health insurance benefits from any other source, including, but not limited to, Medicare, the applicant's PSEBA beneficiary's PSEBA coverage may be reduced or eliminated as determined by the Village consistent with PSEBA. If there is another source, the applicant or PSEBA beneficiary shall notify the <u>Village of that source no later than five (5) business days from that source</u> becoming available to the applicant, the applicant's beneficiaries or the PSEBA beneficiary. Applicants and PSEBA beneficiaries have an ongoing obligation to, and shall, update the Village with their health insurance coverage information available from any other source, and failure to do so may result in the denial of benefits and/or reimbursement to the Village for duplicate coverage. If duplicate coverage has been received by a PSEBA beneficiary, further PSEBA benefits will be denied until the Village has been fully reimbursed by the PSEBA beneficiary for what it would have been credited if it had known about other coverage. Receipt of health insurance benefits from other sources without notice to the Village shall require the PSEBA beneficiary to reimburse the Village for the value of those benefits.

C. Affidavit Of Continued PSEBA Eligibility: All recipients of PSEBA benefits from the Village shall complete and return to the Village Administrator on an annual basis an affidavit verifying the recipient's continued eligibility for PSEBA benefits. The affidavit must be completed and returned to the Village Administrator within sixty (60) calendar days of written notice from the Village. If the recipient does not complete and return the affidavit within the time required, the Village Administrator shall give the recipient an additional written notice providing an additional thirty (30) calendar days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the Village for premiums paid during the period the affidavit is due and not filed."

**SECTION 3:** That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby expressly repealed.

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

**ADOPTED** this 11<sup>th</sup> day of March, 2019 by the Village President and Board of Trustees, pursuant to a roll call vote as follows:

AYES:

NAYS:

**ABSENT:** 

**APPROVED** by me this 11<sup>th</sup> day of March, 2019.

ATTEST:

Catherine Adduci, Village President

Kathleen Brand-White, Village Clerk

Published in pamphlet form this 11<sup>th</sup> day of March, 2019, by order of the Corporate Authorities of the Village of River Forest, Cook County, Illinois.

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: March 11, 2019

To: Catherine Adduci, Village President Village Board of Trustees

From: Eric Palm, Village Administrator

## Subj: Mayor's Pledge for Making River Forest a Place for Successful Aging

At the last Village Board of Trustees meeting, President Adduci asked that there be a consensus for her to sign the Mayor's Pledge to demonstrate River Forest's commitment to Aging in Place and making the Village a place to age successfully. Attached please find a copy of the pledge as well as relevant background materials.

**<u>Recommendation</u>**: Consider a motion to approve the Village President signing the Mayor's Pledge for Making River Forest a Place for Successful Aging.

Because of the non-controversial nature of this item, it will be placed on the consent agenda for the March 11, 2019 meeting.







## Dear Mayor:

As members of the Milken Institute Center for the Future of Aging's Advisory Board, we're asking for your pledge to improve lives in your community. In cities across America and the world, a massive demographic shift poses unique challenges and offers unprecedented opportunities. We share the Center's goal: to make our cities work better for older residents and young people as well. Change is needed, and mayors stand at the forefront.

In 2012, the Milken Institute, a nonpartisan, nonprofit think tank, first issued its groundbreaking, data-based <u>Best Cities for Successful Aging</u> ("BCSA") report. In conjunction with the publication of the second edition of BCSA in 2014, the Institute called upon mayors across the nation to sign the <u>Mayor's Pledge</u>. With the upcoming release of the third edition of BCSA, the Institute will again publicly recognize mayors who are leading the way and demonstrating their commitment to positive change by signing the Mayor's Pledge.

Best Cities for Successful Aging measures, compares and ranks U.S. metropolitan areas for their capacity to enable successful aging. Its methodology makes use of publicly available data on health care, wellness, living arrangements, transportation and convenience, financial characteristics, employment, educational opportunities and community engagement.

BCSA has received extraordinary attention from national and local media, public and private sector leaders and a wide range of other stakeholders. Regularly cited in major outlets such as PBS NewsHour, Forbes, Money, CBS, NBC, CNN, USA Today, Yahoo, Next Avenue, and the New York Times, the report has been called "a valuable resource for Americans" by the Wall Street Journal. We expect even greater visibility upon the release of the upcoming report.

The Center is not alone in seeking progress on this issue. Recognizing the power of cities to change the landscape, the age-friendly networks of the World Health Organization and AARP aim to transform communities as they prepare for an aging population. Both nationally and globally, cities are in the spotlight. In its July 2016 double issue, "240 Reasons to Celebrate America Right Now," Time magazine referenced the Mayor's Pledge and highlighted "Cities that embrace all generations" as a reason to celebrate.

Beyond making our cities work for an aging population, older adults should have the opportunity to work for our cities. Older residents improve the lives of all generations through volunteer activity and encore careers across the government, nonprofit and private sectors.

We respectfully ask you to sign the Mayor's Pledge, and we look forward to celebrating your commitment to making your city an even better place to live and age successfully. Thank you.

The Advisory Board Center for the Future of Aging

### Arthur Bilger

Founder and CEO, WorkingNation

## Laura Carstensen

Professor of Psychology and Fairleigh S. Dickinson Jr. Professor in Public Policy, Stanford University; Director, Stanford Center on Longevity

#### Henry Cisneros

Chairman, Executive Committee, Siebert Cisneros Shank and Co., LLC; Chairman, CityView; Former Secretary, U.S. Department of Housing and Urban Development; Former Mayor, San Antonio, Texas

#### Pinchas Cohen

Dean, Leonard Davis School of Gerontology; Executive Director, Ethel Percy Andrus Gerontology Center; William and Sylvia Kugel Dean's Chair in Gerontology, University of Southern California

### Catherine Collinson

President, Transamerica Institute; Executive Director, Aegon Center for Longevity and Retirement

#### Joseph Coughlin

Founder and Director, Massachusetts Institute of Technology AgeLab

#### William Dow

Kaiser Permanente Professor of Health Economics, School of Public Health, and Director, Center on the Economics and Demography of Aging, University of California, Berkeley

### Ken Dychtwald President and CEO, AgeWave

Marc Freedman

Founder and CEO, Encore.org

#### Linda Fried

Dean and DeLamar Professor of Public Health, Columbia University Mailman School of Public Health, Professor of Medicine, Columbia College of Physicians and Surgeons; Senior Vice President, Columbia University Medical Center

#### Lynn Goldman

Michael and Lori Milken Dean of Public Health, Milken Institute School of Public Health, George Washington University

#### Christopher Herbert

Managing Director, Joint Center for Housing Studies, Harvard University

#### Michael Hodin

CEO, Global Coalition on Aging; Managing Partner, High Lantern Group

Jo Ann Jenkins CEO, AARP

#### **Yves** Joanette

Scientific Director, Institute of Aging, Canadian Institutes of Health Research; Professor, Faculty of Medicine, University of Montréal

#### Becca Levy

Professor of Epidemiology, Yale School of Public Health; Professor of Psychology, Yale University

## Freda Lewis-Hall

Executive Vice President and Chief Medical Officer, Pfizer Inc.

#### Robin Mockenhaupt

Chief of Staff, Robert Wood Johnson Foundation

#### Philip Pizzo

Founding Director, Stanford Distinguished Careers Institute; David and Susan Heckerman Professor of Pediatrics and of Microbiology and Immunology and Former Dean, Stanford University School of Medicine

#### Andy Sieg

Head of Merrill Lynch Wealth Management; Member, Operating Committee, Bank of America Merrill Lynch

#### Rodney Slater

Co-Chairman, Transportation, Shipping and Logistics Practice, Squire Patton Boggs; Former Secretary, U.S. Department of Transportation

#### Trent Stamp

CEO, Eisner Foundation

#### Fernando Torres-Gil

Professor of Social Welfare and Public Policy and Director, Center for Policy Research on Aging, University of California, Los Angeles

### Paul Irving

Chairman, Milken Institute Center for the Future of Aging; Distinguished Scholar in Residence, University of Southern California Davis School of Gerontology

## Additional information

- If you have any questions, please contact Caroline Servat at (310) 570-4632 or <u>cservat@milkeninstitute.org</u>.
- Please submit your signed Pledge at your earliest convenience by email to cservat@milkeninstitute.org or by fax to (310) 570-4632.







Mayor's Pledge

I,, pledge to make	_ a cit	y for	r successful	aging	3
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## To make our city work for older adults, I will take steps to:

- Ensure that the well-being of our aging population is addressed by each department, agency and division in our city government.
- Make our city safe, affordable and comfortable for our older residents.
- Provide older adults access to resources promoting health and wellness.
- Support employment, entrepreneurship, education and other services to make our older residents more financially secure.
- Offer housing options that suit the varied needs of our older population.
- Improve access to transportation and mobility options for our older adults.

To provide opportunities for older adults to work for our city, I will:

- Promote the engagement of older residents in volunteer and paid roles that serve the needs of our city and its residents.
- Call upon higher education and workforce development programs to help older adults refresh their skills, train and transition to a new stage of work focused on strengthening our city.
- Recognize older residents as an asset for our city and celebrate their contributions to improving lives for all generations.

Best Cities for Successful Aging - Mayor's Pledge

(http://successfulaging.milkeninstitute.org)

http://successfulaging.milkeninstitute.org/mayors-pledge/index2016...



The fight www.facebook.evers/milke.filestate) (//twitter.com/milkeninstitute) (http://www.linkedin.com/company/milken-institute?trk=company\_logo) (http://successfulaging.milkeninstitute.org/mayors-pledge/index2016.html#mayors) (http://www.youtube.com/user/milkeninstitute?sub\_confirmation=1)

# The Mayor's Pledge



Change begins at home. That understanding drives the Milken Institute's focus on Best Cities for Successful Aging (http://successfulaging.milkeninstitute.org/). Recognizing the power of cities to change the landscape of aging and serve as incubators of innovation, we launched the Mayor's Pledge (http://successfulaging.milkeninstitute.org /mayors-pledge/bcsa-mayors-pledge-with-intro-letter.pdf) in 2014 to encourage our civic leaders to join the movement for purposeful, healthy aging and create cities that are livable for all. We issue the challenge again with this report, encouraging all mayors to sign the Pledge and incorporate its message and goals into their governing agendas.

Signing mayors commit to make their cities work better for older adults and to enable older adults to strengthen their cities and improve lives for all generations through purposeful work and volunteerism. Mayors from cities large and small and across the political spectrum have signed the Pledge. Their ideas will open the door to solutions that 1 of Gan be scaled and replicated at the state, national, and global levels - and their leadership will inspire otber of the state makers to act.



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The Pledge The Mayors Quotes

# Mayors who have signed the Pledge

Agoura Hills, CA Harry Schwarz

Akron, OH Daniel Horrigan, Donald Plusquellic

Allentown, PA Edwin Pawlowski

Alexandria, VA Allison Silberberg

Anchorage, AK Ethan Berkowitz, Dan Sullivan

Ann Arbor, MI John Hieftje

Apache Junction, AZ John Insalaco

Arlington, TX Jeff Williams

Arlington, VA Jay Fisette

Artesia, CA Victor Manalo

Atlanta, GA Kasim Reed

Aurora, CO Stephen D. Hogan

Austin, TX 3 of Steve Adler, Lee Leffingwell

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Best Cities for Successful Aging - Mayor's Pledge AZUSa, CA Joseph Ror. ero Rocea

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Bangor, ME Benjamin Sprague

Barnstable-Hyannis, MA ToThe Pleege The Mayors Quotes

Baton Rouge, LA Melvin L. Holden

Battle Creek, MI Dave Walters

Berkeley, CA Jesse Arreguin

Billings, MT Thomas Hanel

Blacksburg, VA Ron Rordam

Bloomington, IN John Hamilton, Mark Kruzan

Boise, ID David Bieter

Boston, MA Martin Walsh

Boulder, CO Suzanne Jones

Bremerton, WA Patty Lent

Bridgeport, CT Bill Finch

Broken Arrow, OK Craig Thurmond

Buffalo, NY Byron W. Brown

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(http://successfulaging.milkeninstitute.org)

Canton, OF Thomas Bernabei, William J. Healy II

Carlsbad, NM

Ca**ThenPledge The Mayors Quotes** Albert Robles

Casper, WY Paul Meyer

Cedar Rapids, IA Ron Corbett

Charleston, SC John Tecklenburg, Joseph Riley

Charlottesville, VA Satyendra Huja

Chicago, IL Rahm Emanuel

Cleveland, TN Tom Rowland

Colorado Springs, CO John Suthers

Columbia, MO Robert McDavid

Columbia, SC Steve Benjamin

Columbus, OH Michael Coleman

Colville, WA Louis Janke, Deborah Rarrick

Cumberland, MD Brian Grim

Dalton, GA Dennis Mock, George Sadosuk 5 of 15 Dayton, OH

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Best Cities for Successful Aging - Mayor's Pledge h Nan Whaley (http://successfulaging.milkeninstitute.org)

http://successfulaging.milkeninstitute.org/mayors-pledge/index2016...

Dellona, FL John Masiarczyk

Denver, CO Michael B. Hancock **The Pledge The Mayors Quotes** Dover, DE Robin Christiansen

Dubuque, IA Roy Buol

Duluth, MN Emily Larson, Don Ness

Durham, NC William Bell

Eugene, OR Kitty Piercy

Evanston, IL Elizabeth Tisdahl

Fargo, ND Timothy Mahoney, Dennis Walaker

Fayetteville, AR Lioneld Jordan

Flint, MI Dayne Walling

Fort Collins, CO Wade Troxell

Fort Wayne, IN Tom Henry

Fountain Hills, AZ Linda Kavanagh

Gainesville, GA C. Danny Dunagan

Garfield, New Jersey

Best Cities for Successful Aging - Mayor's Pledge Gary, IN (http://successful

(http://successfulaging.milkeninstitute.org) Karen Freeman-Wilson

http://successfulaging.milkeninstitute.org/mayors-pledge/index2016...

Grand Forks, ND Michael R Brown

Greeley, CO To The Pledge The Mayors Quotes

Greensboro, NC Nancy Vaughan

Greenville, SC Knox White

Hagerstown, MD David Gysberts

Hallowell, ME Mark Walker

Harrisburg, PA Eric Papenfuse

Hartford, CT Luke Bronin, Pedro Segarra

Hattiesburg, MS Johnny Dupree

Hermosa Beach, CA Hany Fangary, Peter Tucker

Hernando, MS Chip Johnson

Hinesville, GA James Thomas, Jr.

Honolulu, HI Kirk Caldwell

Hoover, AL Frank Brocato

Hot Springs, AK Ruth Carney

7 of Houston, TX Anise Parker Best Cities for Successful Aging - Mayor's Pledge

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http://successfulaging.milkeninstitute.org/mayors-pledge/index2016...

Indianapol.s, IN Joe Hogsett

Iewa City, IA James Throgmorton, Matt Hayek

Irv**The, Ptedge The Mayors Quotes** Steven Choi

lssaquah, WA Fred Butler

lthaca, NY Svante Myrick

Jackson, MS Tony Yarber

Jackson, TN Jerry Gist

Jersey City, NJ Steven Fulop

Johnstown, PA Frank Janakovic

Jonesboro, AR Harrold Perrin

Kansas City, MO Sly James

Kennewick, WA Steve Young

Kirkland, WA Amy Walen

Lafayette, IN Tony Roswarski

Lancaster, PA Rick Gray

Lansing, MI Virg Bernero Best Cities for Successful Aging - Mayor's Pledge Ken Miyagishima (http://successful http://successfulaging.milkeninstitute.org/mayors-pledge/index2016...

(http://successfulaging.milkeninstitute.org)

Las Vegas, NV Carolyn Goudman mad. Lawndale, CA Robert Pullen-Miles The Pledge The The Mayors Quotes Lebanon, PA Sherry Capello Lexington, KY Jim Gray Lincoln, NE Chris Beutler Litchfield Park, AZ Thomas L. Schoaf Little Rock, AR Mark Stodola Los Angeles, CA Eric Garcetti Louisville, KY Greg Fischer Lubbock, TX Dan Pope Macon, GA Robert A.B. Reichert Manhattan, KS Usha Reddi Marcus, WA Fran Bolt Memphis, TN A.C. Wharton Miami, FL Tomás Regalado Middleton, WI a of Kurt Sonnentag

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Morgantown, WV Jennifer Selin

John Enger

Muskegon, MI Steve Cleasen The Mayors Quotes

Myrtle Beach, SC John Rhodes

Nashua, NH Donnalee Lozeau

New York City, NY Bill de Blasio

Newark, NJ Ras Baraka

Newton, MA Setti Warren

Ocala, FL Reuben Kent Guinn

Odessa, TX David Turner

Palm Bay, FL William Capote

Paris, ME Victor Hodgkins

Pembroke Pines, CA Frank Ortis

Philadelphia, PA James F. Kenney, Michael Nutter

Phoenix, AZ Greg Stanton

Pierre, SD Laurie Gill

10 Pittsburgh. PA

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Portland, M.a. Michael Brennan

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Po**Then Pledse**, NH **The Mayors Quotes** Jack Blalock

Princeton, NJ Liz Lempert

Providence, RI Jorge Elorza, Angel Taveras

Provo, UT John Curtis

Rapid City, SD Steve Allender, Sam Kooiker

Renton, WA Denis Law

Richmond, VA Dwight Clinton Jones

Riverside, CA Rusty Bailey

Roanoke, VA David Bowers

Rochester, MN Ardell Brede

Rochester, NY Lovely Warren

Rockville, MD Bridget Donnell Newton

Rolling Hills Estates, CA Steve Zuckerman

Salinas, CA Joe Gunter 11 of 15 Salt Lake City, UT

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Best Cities for Successful Aging - Mayor's Pledge Ralph Becker (http://successfulaging

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(http://successfulaging.milkeninstitute.org)

San Antonio, TX Ivy Taylor

San Francisco, CA Edwin Lee **The Pledge The Mayors Quotes** San Jose, CA Sam Liccardo

San Leandro, CA Pauline Russo Cutter, Stephen Cassidy

Santa Fe, NM Javier Gonzales

Scottsdale, AZ W.J. Lane

Sheboygan, WI Michael Vandersteen

Sioux Falls, SD Mike Huether

Sonoma, CA Laurie Gallian

Springfield, MA Domenic Sarno

Springfield, OR Christine Lundberg

St. Cloud, MN David Kleis

St. Louis, MO Francis Slay

St. Petersburg, FL Rick Kriseman

State College, PA Elizabeth Goreham

Sumter, SC

Best Cities for Successful Aging - Mayor's Pledge Syracuse, NY Stephanie Miner

(http://successfulaging.milkeninstitute.org)

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Tenafly, NJ Peter Rustin

Toledo, OH Pa**the Piedse**Huds**The, Maxmis**hael**Quoites**s

Torrance, CA Patrick J. Furey

Trenton, NJ Eric J Jackson

Tualatin, OR Lou Ogden

Tucson, AZ Jonathan Rosthschild

Upland, CA Ray Musser

Utica, NY Robert M. Palmieri

Valdosta, GA John Gayle

Virginia Beach, VA William D. Sessoms, Jr.

Washington, D.C. Muriel Bowser, Vincent Gray

West Chester, PA Carolyn Comitta

West Covina, CA Corey Warshaw

West Des Moines, IA Steve Gaer

West Hollywood, CA Lauren Meister, Lindsey P. Horvath

13 Wishita, KS Carl Brewer Best Cities for Successful Aging - Mayor's Pledge



# What Mayors are saying

"Cities have an essential role in creating a better quality of life for aging residents. As Mayor of San Antonio and Secretary of the U.S. Department of Housing and Urban Development, I saw first-hand how poor planning and neglect in our nation's cities can devastate aging lives. The Milken Mayor's Pledge and the Best Cities for Successful Aging Report call attention to both our current shortfalls and to the best practices of city leaders who are proving we can do much better."

— Henry Cisneros

"Boston is a city that all ages call home, and we celebrate that diversity," said Mayor Walsh. "By providing seniors with housing options, opportunities for civic and social engagement, and transportation, we are ensuring that older adults continue to lead healthy and productive lives in Boston. I'm proud to lead and be a part of this great Age Friendly city."

— Mayor Martin J. Walsh, Boston, Massachusetts

"Boulder's commitment to being a welcoming and inclusive community encompasses providing opportunities and services for residents throughout their entire lives. From pursuing housing options that promote aging in place to creating life-enriching programming that builds multi-generational relationships, we are committed to supporting and celebrating our growing senior population." — Mayor Suzanne Jones, Boulder, Colorado

"Broken Arrow is proud to serve our older adult population. They give so much of their time and energy into making our city better, I believe their efforts have led to our community's many accolades as one of the best places to raise a family and one of the friendliest cities in the nation. Broken Arrow is committed to being one of the Best Cities for Successful Aging and will continue supporting age-friendly programs." — Mayor Craig Thurmond, Broken Arrow, Oklahoma

"The City of Carlsbad, New Mexico, is committed to providing the highest standard of services and facilities for all of its citizens. Carlsbad is a wonderful city with friendly people and beautiful natural surroundings, and we all enjoy working together to focus on issues such as health care, culture, transportation and recreation." — Mayor Dale Janway, Carlsbad, New Mexico

One of my most important commitments as Mayor is to help legacy residents age in place. Who are legacy
Best Cities for Successful Aging - Mayor's Pledge h special debt of gratitud (http://successfulaging.milkeninstitute.org)

- Mayor Karen Freeman-Wilson, Gary, Indiana

"A city that embrace diversity, from all perspectives, has a dynamic and strong foundation for a future that is vibrant. One Comension of diversity is the support and engagement of our seniors whose work, commitment and vision provided the base for our growth and success. As mentors, examples and leaders, our seniors affirm their liveseappedgeundarne way or art of the fabric of our city."

— Mayor Jim Kenney, Philadelphia

"People should be able to live where they choose, no matter their age — and they should know that everything from infrastructure to recreational activities will be available and accessible at every stage of life," said Mayor Eric Garcetti. "We launched Purposeful Aging LA to make sure that people of all ages are considered as we build the Los Angeles of the future. The Milken Institute's 2017 Best Cities for Successful Aging Report is a critical tool in helping us better understand the progress we're making toward making our city more livable for older adults." — Mayor Eric Garcetti, Los Angeles, California

"Manhattan, Kansas takes great pride in engaging all residents to meet the needs of our community. We thrive on the rich experiences and knowledge of our older generation as we move forward in an ever-changing world. Our genuine friendly nature make Manhattan one of the best places to live. Whether it's helping shovel the snow or an indoor space for pickle ball, we look out for each other. We are an extended family." — Mayor Usha Reddi, Manhattan, Kansas

"Most likely more than any other city in the U.S., Miami is identified as the paradise for retirees. We have a large population of aging residents who deserve and expect to have a good quality of services, care and life. We have been seriously committed to those goals and we are pleased and honored to join a nonprofit national organization with identical purposes."

— Mayor Tomas Regalado, Miami, Florida

"The Milken Institute Center for the Future of Aging's 'Best Cities for Successful Aging' report underscores the critical need in cities across the country to ensure that our older population has the services and supports needed to live with dignity. I'm proud that Pembroke Pines has been an innovative leader in developing everything from specific aging services and programming to transportation and housing to assist this population. I hope that others will follow the example we're working hard to set." — Mayor Frank Ortis, Pembroke Pines, Florida

"The Milken Institute Center for the Future of Aging's 'Best Cities for Successful Aging' report recognizes something all in Provo know. We live in a very special place. We value our health, economic vitality, housing infrastructure, and other amenities--but our sense of community makes Provo stand out. Provo cares. I'm proud that we've been recognized as a great place to age and very pleased to join the many other mayors across America who have signed the Center for the Future of Aging's 'Mayor's Pledge'." — Mayor John Curtis, Provo Utah

"Indianapolis is proud to be a city that not only welcomes all, but cares for all – especially those in our community who paved the way for the vibrant city we enjoy today. Together with nonprofit and private partners, the City is committed to ensuring that all who call Indianapolis home have access to the services, resources and care they need to be healthy and happy as they age." — Mayor Joe Hogsett, Indianapolis, Indiana 15 of 15 2/10/19, 11:13 PM

# Village of River Forest



# POLICE DEPARTMENT MEMORANDUM

TO:	Eric Palm- Village Administrator
FROM:	James O'Shea- Chief of Police
DATE:	February 25, 2019
SUBJECT:	Amendment to Ordinance 9-7-2-B

**Issue:** The River Forest Village Code, Title 9, Chapter 7, Section 2, Subsection B, needs to be amended to conform to the current language in the Illinois Vehicle Code (IVC), due to a recent change in said language. This section of the code deals with violations or offenses subject to seizure and impoundment.

**Analysis:** In order to bring our Village Code, Title 9, Chapter 7, Section 2, Subsection B, into compliance, it needs to be amended so that it reads as the following:

B. Violations or Offenses Subject to Seizure and Impoundment:

(1) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Illinois Criminal Code of 2012; or

(2) driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds, or any combination thereof, in violation of Section 11-501 of the Illinois Vehicle Code; or

(3) operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony or in violation of the Illinois Cannabis Control Act; or

(4) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of the Illinois Controlled Substances Act; or

(5) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1, 24-1.5, or 24-3.1 of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(6) driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section 6-303 of the Illinois Vehicle Code; except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing; or (7) operation or use of a motor vehicle while soliciting, possessing, or attempting to solicit or possess cannabis or a controlled substance, as defined by the Cannabis Control Act or the Illinois Controlled Substances Act; or

(8) operation or use of a motor vehicle with an expired driver's license, in violation of Section 6-101 of the Illinois Vehicle Code, if the period of expiration is greater than one year; or

(9) operation or use of a motor vehicle without ever having been issued a driver's license or permit, in violation of Section 6-101 of the Illinois Vehicle Code, or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age; or

(10) operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of the Illinois Vehicle Code; or

(11) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 or 16A of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(12) operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in violation of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(13) operation or use of a motor vehicle in violation of Section 11-503 of the Illinois Vehicle Code:

(A) while the vehicle is part of a funeral procession; or

(B) in a manner that interferes with a funeral procession."

**Recommendation:** If the Village Board wishes to approve the amendment to River Forest Village Code, Title 9, Chapter 7, Section 2, Subsection B, the following motion would be appropriate:

Motion to amend the Village Code Title 9, Chapter 7, Section 2, Subsection B as set forth in the draft Ordinance.

#### ORDINANCE NO.

#### AN ORDINANCE AMENDING TITLE 9, CHAPTER 7, SECTION 2, SUBSECTION B, OF THE RIVER FOREST VILLAGE CODE IN REGARD TO VIOLATIONS OR OFFENSES SUBJECT TO SEIZURE AND IMPOUNDMENT

**WHEREAS,** Illinois law authorizes municipalities to amend ordinances proper or necessary to protect public health and safety and otherwise to carry into effect the powers granted to municipalities; and

**WHEREAS,** fine schedules are established under Village Code to set forth specific fees and penalties imposed for violations under ordinances; and

**WHEREAS**, the President and Board of Trustees of the Village of River Forest find that the interests of the Village, its residents, and the general public is best served by amending Title 9 of the River Forest Municipal Code to clarify and align fines and penalties covered under related ordinances;

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

**SECTION 1:** That Title 9, Chapter 7, Section 2, Subsection B, of the River Forest Village Code is hereby amended to read in its entirety as follows:

"Violations or Offenses Subject to Seizure and Impoundment:

(1) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Illinois Criminal Code of 2012; or

(2) driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds, or any combination thereof, in violation of Section 11-501 of the Illinois Vehicle Code; or

(3) operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony or in violation of the Illinois Cannabis Control Act; or

(4) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of the Illinois Controlled Substances Act; or

(5) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1, 24-1.5, or 24-3.1 of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(6) driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section 6-303 of the Illinois Vehicle Code; except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing; or

(7) operation or use of a motor vehicle while soliciting, possessing, or attempting to solicit or possess cannabis or a controlled substance, as defined by the Cannabis Control Act or the Illinois Controlled Substances Act; or

(8) operation or use of a motor vehicle with an expired driver's license, in violation of

Section 6-101 of the Illinois Vehicle Code, if the period of expiration is greater than one year; or

(9) operation or use of a motor vehicle without ever having been issued a driver's license or permit, in violation of Section 6-101 of the Illinois Vehicle Code, or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age; or

(10) operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of the Illinois Vehicle Code; or

(11) operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 or 16A of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(12) operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in violation of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012; or

(13) operation or use of a motor vehicle in violation of Section 11-503 of the Illinois Vehicle Code:

(A) while the vehicle is part of a funeral procession; or

(B) in a manner that interferes with a funeral procession."

**SECTION 2:** That this Ordinance shall be in full force and effect from and after it's passage, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the\_\_\_\_\_ day of

\_\_\_\_\_, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

Village Clerk

APPROVED by me this \_\_\_\_\_day of \_\_\_\_\_, 2019.

Village President

APPROVED and FILED in my office this \_\_\_\_\_\_day of \_\_\_\_\_, 2019. and published in pamphlet form in the Village of River Forest, Cook County, Illinois

# Village of River Forest



# POLICE DEPARTMENT MEMORANDUM

TO:	Eric Palm- Village Administrator
FROM:	James O'Shea- Chief of Police
DATE:	March 6, 2019
SUBJECT:	February 2019 Monthly Report

### Crime Statistics

The month of February 2019 showed an increase of five (5) Part I offenses in comparison to February 2018. There was an 8% decrease in Part II reported crimes compared to February 2018. Two (2) additional Thefts, one (1) additional Burglary from Motor Vehicle, and one (1) additional Burglary contributed to the increase in Part I crimes. A decrease in Battery and Disorderly Conduct offenses contributed to the Part II numbers.

	Feb	Feb	Diff.	%	YTD	YTD	Diff.	%
	2019	2018	+/-	+/-	2019	2018	+/-	+/-
Part I*	14	9	5	56%	32	25	7	28%
Part II**	44	48	-4	-8%	109	114	-5	-4%
Reports***	136	126	10	8%	296	265	31	12%
Events****	884	1735	-851	-49%	1937	3646	-1,709	-47%

\**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 eighty-two (82) calls for service at the Town Center properties in February 2019; of those calls there were seventeen (17) reported crimes, which included eight (8) Retail Thefts, and nine (9) Panhandler/Criminal Trespass events. Calls for service at the Town Center were down 48% in comparison to February 2018 and criminal activity was down 29% in comparison to February 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 citizen complaints.
- Extra traffic missions conducted at and near school zones and Lake St. business district.
- Traffic and parking enforcement missions conducted on Lathrop and Division sides of Trinity High School due to citizen and public official concerns.
- Extra one-way only enforcement at Ashland and Oak during school hours.
- Attended West Suburban Chief's Association meeting in Maywood.
- Hosted meeting with Andy Frain with regard to school crossing guard matters.
- Attended River Forest Administrators Forum at School District 90 Headquarters.
- Attended Dementia Free River Forest Team meeting at Village Hall.
- Attended meeting at Maybrook courthouse hosted by Supervising Judge Ingram.
- Attended with Village President meet and greet with Cook County State's Attorney Kim Foxx, hosted by Cook County Commissioner Peter Silvestri.
- Officers checked on the homeless and those possibly in need of crisis intervention to determine health and safety necessities, including shelter from the winter weather.
- Officers led a presentation for local Boy Scout Troop and station tour for the Oak Park Police Department's Police Explorer program.

### 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.

In February 2019, the Automated License Plate Readers (LPR) on the OEO van and Patrol Car #6 were programmed to enforce parking for monthly and daily permits, especially along Hawthorne, Central, and in the Thatcher lots near the Metra Station. OEO Raymond worked with staff to properly integrate this system and to train patrol division officers on how the system operates. This system will allow for more efficient, consistent,

and effective parking enforcement efforts.

OEO Raymond has been trained and has performed well in his first month operating in a solo capacity. His parking enforcement efforts have resulted in a significant increase parking tickets being issued.

Time Limit	30
No Parking Anytime	13
Student Loading Zone	0
Fire Lane/Hydrant	2
Handicapped	0
Resident Only Zone	16
Permit Parking Only	20
Daily Parking Fee Zone	59
Other Parking Offense	34
TOTAL	174

The OEO conducted parking enforcement throughout the village, resulting in 174 tickets for:

#### School Resource/Community Service Officer Activity Summary for February 2019

Written Reports	3
Foot Patrols / Premise Checks	34
I-Search and Too Good For Drugs Activities	11
Calls for Service	12
Other Assignments	10 assignments/19 hours
Special Assignments	21 assignments /70 hours (see below)

### School and Community-Support Activity Highlights for February 2019

### Ofc. Ransom:

- Taught Too Good For Drugs at the following schools:
  - ✓ 2 classes at Grace Lutheran on 02/13/19, 02/20/19.
  - ✓ 1 class at Roosevelt on 02/21/19
- Taught ISEARCH Classes at the following schools:
  - ✓ 8 classes at Willard on 2/6/19, 2/13/19, 02/20/19
- Attended Sex Assault Investigations training on 02/01/19.
- Attended DOJ Violence Against Women Training to start a Crisis Response Team with members of Dominican University, Pillars and Sarah's Inn (02/25/19 through 03/01/19 in San Diego, CA). Grant funded via Dominican University.
- Attended conference call with S.E.C. to teach seniors about scam/fraud on 02/05/19.
- Assisted detectives in registering violent offender (19-00181 / report completed.).
- Met with Roosevelt Faculty to discuss lockdown drill and tour school on 02/11/19.
- Attended Meet and Greet with Dick Chappell of RFCC on 02/12/19.

- Followed up with RF family about resources for their autistic son (19-00140 / report completed).
- Attended D90 Safety Review Committee meeting on 02/13/19.
- Attended Dominican University bi-monthly security meeting on 02/14/19.
- Followed up with resident (1310 Franklin) and resolved ongoing security alarm issue on 02/14/19.
- Attended Positive Youth Development meeting on 02/14/19.
- Attended Youth Network Council meeting on 02/14/19.
- Assisted Concordia Security regarding student with Order of Protection and created a bulletin regarding the respondent on 02/14/19 & 02/20/19.
- Ordered RF emergency bracelets for 5 residents on 02/19/19.
- Followed up on Juvenile case # 19-00255 with victim, SRO, and Dean at OPRF (report completed).
- Met with OPRF SRO and Security Director for tour on 02/21/19.
- Attended M-Team meeting on 02/21/19.
- Created and submitted RFPD E-Newsletter entry on 02/21/19.
- Attended Opioid Task Force meeting on 02/21/19.
- Conducted regular business premise checks, particularly around shift change when retail thefts have been prevalent.
- Conducted daily school enforcement (primarily at Willard) for student drop-off and pick-ups.

### UPCOMING School and Community Support Activities for March 2019

Ofc Ransom will:

- Continue to teach I search at Lincoln School.
- Continue to teach Too Good for Drugs at Roosevelt, St. Luke's and St. Vincent's.
- Work with St. Vincent's to implement new numbering system for their doors and classrooms.
- Give Oak Park Police Explorers a station tour on 03/04/19.
- Conduct a Lock-down drill with Sgt. Czernik at Roosevelt on 03/12/19.
- Attend D90 Safety Review Committee Meeting on 03/13/19.
- Attend Mental-Health training on 03/15/19 (tentatively scheduled).
- Attend 40hr Juvenile Specialist training on (03/18-03-22/19).
- Continue regular business checks and foot patrols.
- Continue daily School Enforcement for student drop-off and pick-up.
- Conduct frequent check-ins with school, library and Community Center officials.

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.
- 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.
- Attend regular court calls to manage case files.
- Assist with Animal control and traffic control services during Fire and Police related events.
- Train patrol in the use of the LPR for parking enforcement in conjunction with Passport Parking.

Active Solicitor Permits						
Individual or Organization Description Ex						
Pointe Pest Control	Pest control	24-May-19				
College Works Painting	Home Repair	27-Apr-19				
Constellation Exelon	Utility Services	26-July-19				
Constellation Exelon	Utility Services	20-Aug-19				
Weed Man	Lawn Care	25-Apr-19				
IGS Energy	Utility Services	02-Aug-19				
Power Home Remodeling	Home Repair	01-Oct- 19				

### **Budget and Fiscal Monitoring**

### February 01 – February 28, 2019

During the month of February, parking citation revenue was slightly higher than monthly projections of \$13,408 for the fiscal year (FY2019). Administrative tow revenue was lower for FY 2019 monthly projections of \$12,508, and local ordinance revenue was lower than the monthly average of \$423 for FY 2019 but on target for fiscal year projections. Overtime costs were moderately lower than the monthly projections of \$14,583. We will be monitoring and reporting any notable patterns or anomalies during the rest of FY2019.

### **Revenue/Expenditure Summary**

Category	Total #	Total # Paid	Expenditure/	FY19 Y-T-D
	Paid FY19	FY19	<b>Revenue FY19</b>	Expenditure/Revenue
	2/19	Y-T-D	2/19	
Parking/Compliance	343	3,483	\$13,563	\$147,709
Citations				
Admin. Tows	15	173	\$7,500	\$86,500
Local Ordinance	1	30	\$50	\$4,760
Overtime	177 hrs.	2,162 hrs.	\$11,267	\$141,589

### SignificantIncidents and Notable Arrests:

### 19-00183 DUI Arrest

On February 5, 2019, a River Forest Officer attempted to stop a vehicle for several lane violations. The 39-year old male from Chicago continued to drive for several blocks before he pulled over in the 200 block of Harlem Avenue. The subject failed field sobriety test and provided a BAC of .221. The subject was arrested, processed, and released on bond.

### 19-00189 Retail Theft

On February 5, 2019 River Forest units were dispatched to Whole Foods for a retail theft. It was determined that Whole Foods employees attempted to stop the offender but he fled from the store. Responding officers located a 49-year-old male from Chicago matching the description in the area. The male had proceeds from the theft on his person and was identified on scene by the store personnel. The male was arrested for Retail Theft and later released on bond.

### 19-00191 Retail Theft

On February 6, 2019 River Forest units were dispatched to Jewel for the retail theft that had just occurred. After speaking with the witness, it was determined that the 28-year old male from Palos Park had stolen several items from Jewel and attempted to hide them behind a dumpster at 7515 Lake. The male attempted to flee from officers, but was apprehended after a short foot pursuit. The male subject was positively identified by the victim and was arrested for Retail Theft. The male was later released on bond and formally banned from the property.

### 19-00236 DUI Arrest

On February 15, 2019 a River Forest Officer observed a vehicle speeding in the 7900 block of Chicago. The vehicle continued E/B while driving into the oncoming lane of traffic. The officer initiated a traffic stop on the vehicle and made contact with the 54-year old female from Oak Park. The driver had a strong odor of alcohol emitting from her breath and had slurred speech. The driver failed field sobriety test and provided a BAC of .209. The driver was processed and released on bond from the station.

### 19-00265 Criminal Trespass/Burglary Investigation

On February 22, 2019 River Forest units were dispatched to the 500 block of Jackson regarding two suspicious people in the backyard. Officers arrived and observed two subjects attempting to gain access to the garage. The subjects attempted to flee from officers, but were apprehended after a short foot chase. Both subjects, a 23-year old male from Northlake and a 24-year old male from Chicago, had numerous prior convictions for Residential Burglary. Upon the conclusion of the investigation, the Assist State's Attorney's office was contacted and denied felony charges. Both subjects were charged with Criminal Trespass to Land and Obstructing a Peace Officer. Both were released on bond.

### 19-00272 Traffic Arrest/Obstructing

On February 23, 2019, a River Forest Officer observed a vehicle traveling in the 600 block of Harlem at 60 MPH in a 30 MPH zone. A traffic stop was conducted and the 27-year old female from Chicago was arrested for aggravated speeding. A 29-year old female passenger from Chicago who was not wearing her seat belt was also arrested after providing the officer with a false name. Both subjects were processed and released on bond from the station.

### 19-00288 Criminal Trespass

On February 26, 2019 River Forest units were dispatched to a property in the 1100 block of Bonnie Brae after a property manager observed three unknown subjects in the basement of the property smoking marijuana. Officers responded to the property and found three 18-year old males from Oak Park who were not residents of the property, were not invited by any of the residents, and entered the property despite posted "No Trespassing" signs. The male subjects were issued Local Ordinance violation tickets for disorderly conduct and released on scene.

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

	Midnights	Day Watch	Third Watch
	2230-0630	0630-1430	1430-2230
Criminal Arrests	1	7	3
Warrant Arrests	0	0	2
D.U.I Arrests	6	0	0
Misdemeanor Traffic Arrests	13	5	6
Hazardous Moving Violations	79	59	27
Compliance Citations	18	22	15
Parking Citations	155	16	10
Traffic Stop Data Sheets	109	134	70
Quasi-Criminal Arrests/ L.O	2	5	6
Field Interviews	11	12	21
Premise Checks/Foot Patrols	360	153	276
Written Reports	33	73	86

Administrative Tows	9	5	5
Booted vehicles	0	0	0
Sick Time used (in days)	1	0	5

### **Detective Division**

Detective Sergeant Labriola worked nineteen (19) days performing detective duties. Detective Fries worked fourteen (14) scheduled days performing detective duties.

Detective Sergeant Labriola completed two background checks for fire fighter/paramedics who have applied for a position with the River Forest Fire Department. In person interviews with the candidates, and extensive research was completed to provide documentation to the Board of Fire and Police Commission.

Detective Sergeant Labriola attended a 16-hour Sexual Assault Investigation mandated training class.

Detective Sergeant Labriola and Detective Fries met with a SOI in the Cook County Jail reference a homicide (17-02025), and also went to the Skokie courthouse to meet with the State's Attorney in reference to the SOI's pending criminal case.

Detective Sergeant Labriola and Detective Fries conducted research into evidence supplies and digital investigative products for the department to purchase. Some evidence supplies have been purchased.

With the assistance of Commander Greenwood, Detective Sergeant Labriola began the transition of collaborating with O'Hare Towing for COP's.

During the month of February, the Detective Unit opened up/reviewed eleven (12) cases for potential follow-up. Of those cases, three (3) were Administratively Closed, two (1) was Exceptionally Cleared, seven (7) are Pending, and one (1) was referred to another jurisdiction. The Unit also continued to investigate open cases from previous months.

### Year to Date Arrest Statistics

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
2	1	1	0

### February 2019 Case Assignment Summary

Part I	# Cases	Cleared by	Adm	Screen	Susp	Except	Pend	Refer	Unfound
		Arrest	Closed	Out					
<b>Residential Burglary</b>	3						3		
Burglar from Vehicle	1		1						
Motor Vehicle Theft	2						2		
Theft	3		1			1	1	1	
Battery	1						1		
Part I Total	10	0	2	0	0	1	6	1	0
Part II	# Cases	Cleared by	Adm	Screen	Susp	Except	Pend	Refer	Unfound
		Arrest	Closed	Out		Clear			
Retail Theft	1						1		
Retail Theft Violent Offender Registration	<u>1</u> 1		1				1		
	1 1 2	0	1	0	0	0	1	0	0

### February 2019 Juvenile Arrests

Offenses	Adjusted	Cited	Petitioned	Referred
Aggravated Speeding		1		
Total (1)	0	1	0	0

### New Investigations

### 19-00171 Theft Under \$500

On February 2, 2019 a resident in the 1100 block of Bonnie Brae related that between January 14, 2019 and January 31, 2019 and unknown person removed his copper downspout from his residence. Because the potential that this case was linked to the Theft of a downspout in January 2019 where video surveillance was obtained and a Critical Reach was disseminated, the case remained opened for the month. However, it was Administratively Closed due to no new leads, and the offender in the Critical Reach was not identified.

### 19-00177 Burglary from Motor Vehicle

On February 3, 2019 the owner of the vehicle reported that between 12:00pm and 10:53pm hours the front window of her vehicle had been shattered while parked in the Fresh Thyme parking lot located at 7501 North Ave. The only loss was loose change. There is no physical evidence, video surveillance, or suspects. This case was Administratively Closed.

### 19-00180 Theft Over \$500

On February 4, 2019 a resident came to the River Forest Police Department to report that after she met a subject via an online chatroom, she sent him \$7,400 because she believed they were dating and he needed the money to send her goods from Afghanistan. The money was wired to a Wells Fargo account in Georgia which was closed shortly after this transaction. This case was referred to the Federal Bureau of Investigation.

### 19-00181Violent Offender Registration

On February 4, 2019 a River Forest Resident from the 7200 block of Oak came to the River Forest Police Department to complete his annual Violent Offender Registration. Investigators completed the registration and sent the required paperwork to the Illinois State Police.

### 19-00187 Residential Burglary

On February 5, 2019 River Forest Police responded to a condominium in the 7300 block of Lake St. in reference to a Residential Burglary. It was determined that the front door was pried open, and the offenders likely gained access to the building by breaking into another unit in the building through that unit's rear door (19-00188). It was later determined that the Residential Burglary took place between 06:00am. and 06:53pm. when officers received the call. Multiple pieces of jewelry were taken and it is believed that the offender(s) used the master bedroom comforter to transport the items since the comforter was also missing. Investigators checked Leads Online for the items but were unable to locate any of the missing items. However, while working with investigators in Forest Park and Oak Park it was determined that they experienced similar Residential Burglaries. The likely suspect in those cases as well as his vehicle have been identified. The information was disseminated to patrol and his vehicle registration was placed into the LPR. Furthermore, the MCAT Task Force is attempting to obtain a court order to place a GPS tracker on his vehicle. This case is pending further investigation.

### 19-00188 Residential Burglary

On February 5, 2019 while investigating a Residential Burglary at a condominium unit in the 7300 block of Lake St. River Forest Officers located this condo which had also been burglarized. The offender(s) appeared to use a pillow case from the master bedroom to take a mink coat and shawl as well as numerous pieces of jewelry. Investigators checked Leads Online for the items but were unable to locate any of the missing items. However, while working with investigators in Forest Park and Oak Park it was determined that they experienced similar Residential Burglaries. The likely suspect in those cases as well as his vehicle have been identified. The information was disseminated to patrol and his vehicle registration was placed into the LPR. Furthermore, the MCAT Task Force is attempting to obtain a court order to place a GPS tracker on his vehicle. This case is pending further investigation.

### 19-00208 Motor Vehicle Theft

On February 11, 2019 River Forest Officers responded to the Circle K gas station located at 7201 North Ave. for a Motor Vehicle Theft. The owner of the vehicle left the vehicle running and unattended while he went into the gas station. The unknown offender took the vehicle and was last seen E/B Augusta by a River Forest Officer. River Forest Investigators located the vehicle on February 19, 2019 in the 6800 block of S. Clyde Ave. in Chicago. The vehicle was towed to the River Forest Police Department where it was processed for evidence. This case is pending lab results or any further leads.

### 19-00210 Retail Theft

On February 11, 2019 River Forest Officers responded to the DSW located at 7321 Lake St. where two females and one male subject removed multiple handbags. Upon review of the video surveillance, Investigators were able to identify the subject from previous contacts and Critical Reach bulletins from other jurisdictions. The

offender was positively identified in a photo lineup, and Investigators have been to his residence and have spoken with his attorney about taking him into custody.

### 19-00235 Theft Under \$500

On February 14, 2019 an employee at Jewel/Osco located at 7525 Lake St. related that between 8:45pm and 9:15pm an unknown person took \$230 from inside her purse which was located in an employee area of the store. After the video surveillance was viewed it was determined that no person was near the victim or her property during the time frame the employee stated. She decided not to pursue the case and it was Exceptionally Cleared.

### 19-00243 Battery

On February 17, 2019 River Forest Officers responded to Walgreen's located at 7251 Lake St. in reference to a Battery. The female offender who already left the scene threw cosmetic items at an employee because she was upset with the customer service she received. Investigators are working with Walgreen's to obtain the customer's information because she used her rewards number prior to her purchase. This case is pending.

### 19-00263 Motor Vehicle Theft

On February 21, 2019 River Forest Officers responded to the 000 block of Franklin for the Motor Vehicle Theft. The owner left the vehicle running in his driveway when the unknown offender took it. The vehicle was located in the 100 Park alley unoccupied. It was processed for evidence and pending lab results. The owner related that his cellular telephone was still missing and pinged in Downers Grove. Investigators went to the area but were unable to locate the phone or any possible offenders. This case is pending lab results or any further leads.

### Old Cases

## 17-02025 Homicide

Detective Sergeant Labriola and Detective Fries met with the Source of Information and obtained phone numbers of the potential suspects. The subpoenas were sent to the grand jury and Investigators are awaiting the results from the phone company. Detective Sergeant Labriola and Detective Fries also attended the Source of Information's court date to speak with the Assistant State's Attorney about his case.

### 16-01937 Aggravated Battery

The victim in this case refused to make contact with Investigators to sign a complaint. After numerous unsuccessful attempts to contact him at his residence and place of employment, this case was closed.

## 18-00929 Burglary to Motor Vehicle

On January 14, 2019 Investigators received an AFIS hit in reference to this case. A fingerprint left by the offender who has ties to the area was recovered on an item that was in the vehicle. A Critical Reach has been disseminated seeking assistance in locating the offender. He is currently AWOL from the Illinois Department of Corrections Parole and a warrant has been issued for his arrest. On February 1, 2019 the offender was taken into custody by the Maywood Police Department. They contacted Investigators who took custody of him. He was charged with Criminal Trespass.

### 18-01833Theft by Deception

On January 18, 2019 the victim in this case came to the River Forest Police Department to speak with Investigators. The victim provided more details into the site he used and located items that were for sale that he had given to the offender in this case. Investigators attempted to make contact with the seller and locate a potential vehicle of his in Chicago with negative results. Investigators identified the offender who was positively identified by the victim in a photo lineup. The offender was located at the Skokie court house on an unrelated charge where he was taken into custody. He was charged with Theft by Deception Over \$500.

### **Training**

During the month of February 2019, four (4) officers attended training classes for a total of one hundred and thirty-two (132) 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	02/04/2019	02/15/2019	80
Cassidy	Latent Print Technology	02/19/2019	02/19/2019	8
Raymond	CPR/AED	02/14/2019	02/14/2019	4
Ransom	DOJ-Office on Violence Against Women-San Diego	02/25/2019	03/01/2019	40
Totals				132



# MEMORANDUM

TO:	Eric J. Palm Village Administrator
FROM:	<u>Kurt Bohlmann</u> Kurt Bohlmann Fire Chief
DATE:	January 10, 2019
SUBJECT:	Monthly Report – February – 2019

The Fire Department responded to 148 calls during the month of February. This is below our average number of calls in comparison to 2018. We experienced seven fire related calls for the month. Emergency Medical Service calls represented 61% of our response activity for the month of February.

Incident Group	Count
100 – Fire	7
200 – Rupture/Explosion	0
300 – Rescue/EMS	90
400 – Hazardous Condition	3
500 – Service Calls	14
600 – Good Intent	18
700 – False Alarm	16
800 – Severe Weather	0
900 – Special Incidents	0

The continued cold weather kept our call volume low for the month of February.

Our ladder truck is now fully operational. The shifts are re-familiarizing themselves with the truck's operations before it is returned to service. A new anti-collision app is operating on the mobile data terminal in the ladder truck and should prevent further incidents.

The new alerting system is moving forward. We will be involved in a project management meeting this month before installation begins.

Fire Marshal Wiley and I attended the Metro Chiefs symposium on firefighter mental health. Mental health has become a major focus in the fire service industry recently. Firefighter suicides have outpaced line of duty deaths in recent years.

I attended the kickoff meeting for the Northern Illinois Benchmarking Cooperative. The NIBC is researching ways to establish comparable benchmarks that don't rely on the normal statistics, such as call volume, response times, etc.

I attended the monthly Dementia Friendly River Forest Meeting. We have set up First Responder training for dementia awareness for March.

#### **Officers Meeting**

Topics discussed during our monthly department officers meeting include:

- > Personnel
- > Apparatus
- ➢ Inspections
- ➢ Response Times

#### **Incidents of Interest**

River Forest Fire Department responded to a vehicle fire in River Forest. Upon arrival, we identified that some plastic was melted in the engine compartment. We disconnected the power supply. Our crew applied water to stop the smoldering and the smoke production stopped.

See details below.

#### **Suppression Activities**

For the month of February, we responded to 148 emergency calls, which is below our normal amount of calls. Of this total, seven were fire related incidents. Four of these fire incidents occurred in River Forest. The other three fire incidents occurred outside of River Forest.

The first incident was a vehicle fire in River Forest. Upon arrival, RFFD identified that some plastic was melted in the engine compartment. We disconnected the power supply. Our crew applied water to stop the smoldering and the smoke production stopped. The fire caused a \$200 loss in property.

The second incident was a structure fire in River Forest. The homeowner noticed smoke from the electrical outlet and light switch leading up to the stairwell. The hardwired detector above the area alerted the occupants to the fire. The homeowner unscrewed the switch and outlet from the wall. There was one electrical outlet next to a switch that was melted at the bottom. There was no smoke or fire noted on our investigation. All mutual aid was returned. It was noted that the homeowner's circuit breaker box did not have breakers marked and none were tripped. Our crew cut out the melted outlet and capped all exposed wires. The homeowner was advised to call an electrician as soon as possible, which he said he would. We advised him to keep an eye on the outlet and to try to get the circuit breakers marked.

The third incident was a newspaper dispenser on fire in River Forest. Upon arrival, we extinguished the burning papers inside the unit with a water extinguisher. We then removed all paper (approximately 30-50 free newspapers) and discarded them. The crew noted some charring to the paint in the rear of the dispenser. However, no structural damage was noted. We returned into service and left the scene with the police.

The fourth incident was an apartment building fire in Forest Park. Upon arrival, we were given orders to overhaul the apartment. We pulled down ceilings and walls. We were then returned by Forest Park command.

The fifth incident was a response to an investigator box for a structure fire in North Riverside. Firefighter Smith responded and assisted with the investigation.

The other two fires were cooking fires that caused no damage. One of these occurred in River Forest and the other one in Elmwood Park.

#### **Training**

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

- > All shifts continued their assigned building inspections.
- > All shifts completed annual bloodborne pathogens training
- > Loyola monthly CE was on respiratory emergencies
- > Div 11 Haz Mat drill took place in River Forest. Subject was HazMatIQ scenarios
- > All shifts continuing re-familiarizing with Truck 219
- > All shifts reviewed cardiac monitor, 12 lead interpretation and recognizing a STEMI

#### **Paramedic Activity**

We responded to 90 ambulance calls making contact with 89 patients for the month of February, which is below our monthly average number of EMS calls. Of this total, 37 patients were classified as ALS and 51 were BLS. There was 1 invalid assist. 21 of the 51 BLS patients refused treatment and/or transport.

A detailed monthly EMS report is available for review.

#### **<u>Fire Prevention</u>**

During the month of February, the Fire Prevention Bureau conducted 16 Regular Inspections and 24 Company Inspections with 94 violations noted and 27 violations corrected.

A detailed monthly Fire prevention report is available for review.



#### MEMORANDUM

DATE:	March 5, 2019
то:	Eric J. Palm, Village Administrator
FROM:	John Anderson, Director of Public Works
SUBJECT:	Monthly Report – February 2019

#### **Executive Summary**

In the month of February, the Department of Public Works continued with winter operations by responding to 6 snow & ice events. These snow & ice events resulted in distributing 141.6 tons of salt on Village streets through a combination of rock salt and the use of salt brine prior to the anticipated snowfall. Staff also performed ongoing maintenance tasks including tree trimming, equipment maintenance and sign fabrication. Water Division personnel responded to a variety of service calls and emergency service call outs related to the subzero winter weather this season. Issues were frozen water meters, broken/frozen valves on water services and frozen pipes inside unheated/inadequately heated buildings that thawed out when temperatures would rise above freezing. Administrative staff focused on the departmental budget review process and accomplishing current budget objectives. A site walk through was performed by Verde Energy Efficiency consultant based on the ComEd Facility Assessment. Both the Village Hall and the Pumping Station have planned energy efficiency improvements to be implemented next fiscal year and Verde is generating a report which will provide detailed cost information about the recommended replacements to existing inefficient light fixtures.

Public Works items approved by the Village Board of Trustees in February:

- Authorization to Sell Surplus Property 2011 Ford Crown Victoria Ordinance
- Authorization to Sell Surplus Property 2007 Ford Taurus Ordinance

#### Sustainability Commission Items Discussed:

- One Earth Film Festival Events and Table Volunteers
- PlanItGreen Grant Proposal
- SolSmart Initiative
- Report on MMC Sustainable Paving
- Recycling Extravaganza
- Review Goals for 2019

#### Engineering Division Summary

- Reviewed 5 grading permits and the second submittal of the Sheridan Development at Chicago and Harlem
- Conducted monthly Combined Sewer Overflow (CSO) inspection
- Participated in a webinar series for a new GIS mapping product
- Attended the 2019 IPELRA Employment Law Seminar
- Participated in a webinar through the American Public Works Association about green infrastructure maintenance costs and levels of service
- Continued oversight of design for miscellaneous alley improvement projects
- Continued design of 2019 Alley Reconstruction Project and submitted to MWRD for permitting
- Completed design of 2019 Street Improvement Project and submitted to IDOT for permitting
- Received final reimbursement from MWRD for the Gale Ave Alley Reconstruction Project
- Authorized survey and soil testing work for multiple FY20 CIP projects

#### 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:

	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Utility Locates	104	149	258	152	198	168	187	143	79	34	28	21
Work Orders	18	25	51	56	60	45	59	29	39	25	9	20

Water and Sewer

Monthly Pumpage: February's average daily pumpage of 1.11 million gallons (MG) is higher than February's average of 1.00 MG in 2018.



In the month of February 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 2018-2019 water meter replacement program began in December. There were 33 meters installed in February. replacement. Staff will continue the soliciting of appointments for the 13 remaining meter replacements. Water Division personnel responded to a variety of service calls and emergency service call outs related to the subzero winter weather this season. Issues were frozen water meters, broken/frozen valves on water services and frozen pipes inside unheated/inadequately heated buildings that thawed out when temperatures would rise above freezing.

The Water Division personnel performed these additional tasks in February:

- Responded to 201 service calls
- Installed 33 water meters

#### Streets and Forestry

Staff in the Streets and Forestry division focused heavily on responding to snow and ice events, tree trimming, and sign fabrication. These are the details of the tasks performed frequently in the month of February:

Description of Work Performed	Quantity
Trees Trimmed	570
Sign Repairs/Fabrication	37
Number of Snow & Ice Responses	6
Salt used (tons)	141.6



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

#### MEMORANDUM

Date: March 7, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report – February, 2019

The Village issued 67 permits in February, 2019, compared to 58 during the same month in 2018. Although the 2019 permit volume is higher, the revenue is over \$11,000 lower than the previous year due to the types of permits that were issued. This demonstrates the fluctuations that occur in this revenue stream from time to time. Permit revenue collected in February, 2019 totaled \$13,044, compared to \$17,292 in January. Fiscal Year to date building permit revenue is 68% of the \$514,500 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:

- The Promenade (7820 W. Madison Street Approved July 13, 2015) Construction and inspection of the interior of the unoccupied townhomes continues. Occupancy permits have been issued to 14 of the 29 units.
- The Avalon (Bonnie Brae Condominiums 1101-1111 Bonnie Brae Place Approved November 17, 2016) The Village Board granted a major amendment regarding setback requirements in March, 2018. Under the terms of a minor amendment that was granted in January, 2018, the developer had been required to commence construction by July 30, 2018. On July 9, 2018, the Village Board of Trustees approved a second extension to construction commencement deadline to March 30, 2019. No building or demolition permits have been issued for this project, so construction will not commence, and no extension was requested. This will be the final update for the approved condominium project.

- Concordia University (7400 Augusta)
  - Cell Tower/Parking Garage (Approved July 9, 2018) A permit was issued for this project in August, 2018. Under the Planned Development Ordinance, 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) Plans have been submitted for a construction permit and are currently under review. Under the Planned Development Ordinance, the University has until April 9, 2019 to obtain a building permit, October 9, 2019 to commence construction, and April 9, 2021 to complete construction for the permit to remain valid.
  - 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.
  - 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.

#### Pending:

• The Development Review Board is scheduled to meet on March 21, 2019 for a pre-filing conference regarding a possible planned development application at 344 Lathrop Avenue to allow a portion of the existing space to be used as a private residence.

Permit and Rea	l Estate Transfe	<u>r Activity</u>	<u>/ Measures</u>
		-	

Month	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Мау	113	124	178	128	205
June	104	144	179	153	135
July	112	150	140	194	131
August	84	144	145	123	170
September	111	180	130	152	116
October	120	149	140	119	118
November	55	72	98	79	90
December	43	79	55	71	51
January	24	66	107	69	80
February	22	67	87	58	67
March	41	109	120	93	
April	78	97	148	136	
Two Month Comparison	46	133	194	127	147
Fiscal Year Total	907	1,381	1,527	1,375	1,163

#### Permits

#### **Real Estate Transfers**

	February	February	FY 2019	FY 2018
	2019	2018	YTD Total	Total
Transfers	8	13	196	232

### **Residential Property Demolition**

	February	FY 2019	FY 2018	FY 2017
	2019	YTD Total	Total	Total
<b>Residential Demolitions</b>	0	1	4	7

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

<u>Address</u>	<u>Architectural Survey Notes</u>
n/a	n/a

The Historic Preservation Commission will hold a public hearing on the proposed demolition of a significant property at 1123 Franklin Avenue on March 14, 2019.



### Village of River Forest Village Administrator's Office 400 Park Avenue

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

### MEMORANDUM

Date: March 5, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Village-Wide Performance Measurement Report – February 2019

Building Department Performance Measures	FY 2018 Actual	FY 2019 Goal	February Actual	FY 2019 YTD
Plan reviews of large projects completed in 21 days or less	73% (99 of 135)	95%	75% (6 of 8)	72% (76 of 105)
Average length of review time for plan reviews of large projects	17.2 days (Monthly Avg)	>21	18.625 days	17.7 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	85% (158 of 185)	95%	75% (6 of 8)	91% (132 of 145)
Average length of review time for plan re-reviews of large projects	9.0 days (Monthly Avg)	>14	12.625 days	10.0 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (202 of 202)	95%	100% (1 of 1)	100% (177 of 177)
Express permits issued at time of application	100% (228 of 228)	100%	100% (8 of 8)	100% (188 of 188)
Inspections completed within 24 hours of request	100% (2107 of 2107)	100%	100% (98 of 98)	100% (1389 of 1389)
Contractual inspections passed	88% (1844 of 2107)	80%	94% (92 of 98)	92% (1281 of 1389)
Inspect vacant properties once per month	100% (301 of 301)	100%	100% (16 of 16)	100% (175 of 175)
Code violation warnings issued	180	N/A	5	154
Code violation citations issued	73	N/A	1	38
Conduct building permit survey quarterly	4	1 per quarter	0	3
Make contact with existing business owners	60	5/month 60/year	5	50

Fire Department Performance Measures	FY 2018 Actual	FY 2019 Goal	February Actual	FY 2019 YTD
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:00 minutes	5 Min	4:12 minutes	4:14 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	784	335 inspections	40	244
Injuries on duty resulting in lost time	5	<3	0	1
Plan reviews completed 10 working days after third party review	4.94 days on average	<10	. days on average	1.99 days on average
Complete 270 hours of training for each shift personnel	7356.3	4824	386.	3769.3
Inspect and flush fire hydrants semi- annually	1530	445 annually	0	365

Police Department Performance Measures	FY 2018 Actual	FY 2019 Goal	February Actual	FY 2019 YTD
Average police response time for priority calls for service (Does not include call processing time)	3:49 minutes	4:00	5:29 minutes	4:46 minutes
Injuries on duty resulting in lost time	0	0 Days Lost	0	2
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	1	<3	0	6
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	159 days	10% reduction	7 days	104 days
Track accidents at Harlem and North to determine impact of red light cameras	18 accidents	10% reduction	1 accidents	15 accidents
Decrease reported thefts (214 in 2012)	195	5% reduction	9	140
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	7	0	0	3
Send monthly crime alerts to inform residents of crime patterns and prevention tips	56	1 email/ month; 12 emails/year	8	127

Public Works Performance Measures	FY 2018 Actual	FY 2019 Goal	February Actual	FY 2019 YTD
Complete tree trimming/pruning service requests within 7 working days	97% (151 of 156)	95%	100% (5 of 5)	98% (157 of 160)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (6 of 6)	95%	N/A (0 of 0)	100% (6 of 6)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 4840)	<1%	N/A	0.00% (0 of 2640)
Replace burned out traffic signal bulb within 8 hours of notification	100% (1 of 1)	99%	N/A	N/A
Complete service requests for patching potholes within 5 working days	100% (15 of 15)	95%	N/A (0 of 0)	100% (11 of 11)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	100% (45 of 45)	95%	100% (3 of 3)	95% (21 of 22)
Safety: Not more than two employee injuries annually resulting in days off from work	0	≤2	0	1
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	0	≤1	0	2
Televise 2,640 lineal feet of combined sewer each month from April – September	244% (38685 of 15840)	2,640/ month (15,840/ year)	N/A (0 of 0)	198% (26196 of 13200)
Exercise 25 water system valves per month	68% (188 of 275)	25/month (300/year)	00% (0 of 25)	48% (108 of 225)
Complete first review of grading plans within 10 working days	100% (108 of 108)	95%	100% (5 of 5)	100% (76 of 76)

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

# **Village of River Forest**



MONTHLY FINANCE REPORT Fiscal Year 2019 through February 28, 2019

This report includes financial information for Fiscal Year 2019 through February 28, 2019 which represents 83.33% of the fiscal year. A revenue and expenditure report by fund and account and an investment report for February 2019 are attached.

#### **GENERAL FUND**

#### Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2019 through February 28, 2019

	20	)19	Percent
	Budget	Actual	Rec/Exp
REVENUES			
Taxes			
Property Taxes	\$6,411,182	\$3,984,714	62.15%
General Sales Taxes	1,917,570	1,548,219	80.74%
Non Home Rule Sales Tax	885,137	708,560	80.05%
Utility Taxes	625,660	501,121	80.09%
Restaurant Tax	162,082	137,329	84.73%
Telecommunications Tax	266,650	230,549	86.46%
Real Estate Transfer Tax	122,630	105,723	86.21%
Intergovernmental Revenue			
Personal Property Replacement Tax	142,838	90,892	63.63%
Use Tax	293,824	266,527	90.71%
State Income Taxes	1,070,278	909,678	84.99%
Licenses and Permits	1,267,774	954,141	75.26%
Charges for Services			
Garbage Collections	1,067,161	882,420	82.69%
Other Charges for Services	685,916	547,531	79.82%
Fines	282,522	211,166	74.74%
Investment Income	92,276	75,139	81.43%
Grants and Contributions	38,521	20,891	54.23%
Miscellaneous Revenues	323,716	339,787	104.96%
TOTAL REVENUES	\$15,655,737	\$11,514,387	73.55%
EXPENDITURES			
Administration	\$ 1,544,016	\$ 1,258,929	81.54%
E911	401,856	181,041	45.05%
Boards & Commissions	104,425	93,370	89.41%
Building and Development	463,983	354,739	76.46%
Legal Services	132,000	146,414	110.92%
Police Department	6,082,254	4,552,908	74.86%
Fire Department	4,466,205	3,124,907	69.97%
Public Works	2,754,091	2,273,307	82.54%
Transfer to TIF	50,000	50,000	100.00%
TOTAL EXPENDITURES	\$15,998,830	\$12,035,615	75.23%
NET CHANGE IN FUND BALANCE	(\$343,093)	(\$521,228)	

#### Fiscal Year 2019 Monthly Finance Report

#### **Revenues**

Fiscal year-to-date revenues are at 73.55% of the budgeted amount. Property Tax Revenue is at 62.15%. The majority of the 2<sup>nd</sup> installment of the 2017 levy has been collected and the Village has begun to receive payments for the 1<sup>st</sup> installment of the 2018 levy. Transfer Tax revenues continue to perform well; however much of the revenue is collected during the spring and summer months. Staff continues to make sure all outstanding obligations are collected before the transfer stamp is released. Utility tax payments are typically up during the warmer summer (electric) and cooler winter (gas) months. Receipts in December and January were significantly higher due to weather conditions. Sales tax revenue collections have improved and are up 1.48% from last year at this time. Other tax revenues are doing well.

Income tax revenue is coming in slightly above projections. Beginning with the August 2018 distribution the State's income tax reduction is 5%, which was reduced from the 10% reduction in the prior year. License and permit revenue includes spring building permit activity and annual vehicle sticker revenue. Vehicle stickers were required to be displayed by July 14<sup>th</sup> and a significant portion of that revenue is reflected in the report. In November, citations were issued to non-compliant vehicles. Grants and Contributions include the ISEARCH Grant, the IDOT Traffic Safety Grant and bullet-proof vest and training reimbursements. Miscellaneous revenue includes a reimbursement from IRMA for the ladder truck repairs.

#### **Expenditures**

Expenditures are at 75.23% of the budgeted amount. Salaries and benefits, with the exception of overtime, include payment for services rendered through the end of the month. 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 2019 through February 28,2019

	20	Percent	
	Budget	Actual	Rec/Exp
Operating Revenues			
Permit Fees	\$ 19,350	\$ 14,600	75.45%
Water Sales	3,296,587	2,756,351	83.61%
Sewer Sales	2,161,431	1,812,375	83.85%
Water Penalties	28,588	23,861	83.47%
Miscellaneous	 30,686	36,236	118.09%
Total Operating Revenues	\$ 5,536,642	\$ 4,643,423	83.87%
Operating Expenses			
Salaries and Benefits	\$ 1,163,689	\$ 957,692	82.30%
Contractual Services	572,366	339,388	59.30%
Water From Chicago	1,666,525	1,286,028	77.17%
Materials and Supplies	58,645	42,434	72.36%
Depreciation/Debt Service	1,499,625	1,144,416	76.31%
Transfer to CERF	95,305	79,421	83.33%
Operating Expenses including Depreciation	\$ 5,056,155	\$ 3,849,379	76.13%
Operating Revenues over Operating Exp	\$ 480,487	\$ 794,044	
Capital Improvements	\$ (720,000)	\$ (605,931)	84.16%
Total Revenues over Expenses	\$ (239,513)	\$ 188,113	-

#### Fiscal Year 2019 Monthly Finance Report

#### February 2019

Water and Sewer revenues are on target and they include the higher spring and summer consumption. Expenses overall are slightly lower but reflect semi-annual debt service payments. Salaries and benefits are on target. Contractual services and commodities are lower due to the delay in receiving and paying invoices. There is a one-month lag in payments to the City of Chicago for FY 2019 water usage; however, bills paid include the significantly higher summer consumption. Debt Service expenses include payments on the IEPA loan, the Community Bank loan and the 2008B GO Bonds. The only loan that is still outstanding is the IEPA loan. The other two loans have been paid in full.

				Re	venues			E	xpe	nditures	
Fund			2019		2019	%		2019		2019	%
#	Fund	I	Budget	ΥT	<b>D</b> Actual	Rec	I	Budget	ΥT	<b>D</b> Actual	Ехр
03	Motor Fuel Tax	\$	410,616	\$	251,338	61.21%	\$	650,060	\$	456,504	70.22%
05	Debt Service Fund	\$	263,047	\$	164,199	62.42%	\$	255,084	\$	253,584	99.41%
13	Cap Equipmnt Replcmnt	\$	622,149	\$	509,011	81.81%	\$	778,688	\$	137,957	17.72%
14	Capital Improvement	\$	867,483	\$	815,105	93.96%	\$2	1,597,400	\$	704,070	44.08%
16	Economic Development	\$	3,499	\$	3,087	88.23%	\$	185,641	\$	4,053	2.18%
31	TIF-Madison	\$	119,037	\$	64,019	53.78%	\$	74,500	\$	24,312	32.63%
32	TIF-North	\$	50,000	\$	50,590	101.18%	\$	50,000	\$	18,744	37.49%
35	Infrastructure Imp Bond	\$	2,500	\$	6,028	241.12%	\$	250,000	\$	181,689	72.68%

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

#### **CASH AND INVESTMENTS**

Fund #	Fund	Cash and Money Markets	Со	IMET nvenience Fund	In	vestments	Total
1	General	\$ 455,091	\$	19,233	\$	3,701,967	\$ 4,176,291
3	Motor Fuel Tax	\$ 263,693	\$	-	\$	150,979	\$ 414,672
5	Debt Service Fund	\$ 74,443	\$	33,549	\$	-	\$ 107,992
13	Capital Equip Replacement	\$ 1,080,994	\$	232,062	\$	2,607,574	\$ 3,920,630
14	Capital Improvement	\$ 729,116	\$	133,316	\$	920,804	\$ 1,783,236
16	Economic Development Func	\$ 180,911	\$	37,306	\$	-	\$ 218,217
31	TIF-Madison Street	\$ 79,879	\$	-	\$	-	\$ 79,879
32	TIF- North Avenue	\$ 34,226	\$	-	\$	-	\$ 34,226
35	Infrastructure Imp Bond Fur	\$ 324,472	\$	-	\$	-	\$ 324,472
2	Water & Sewer	\$ 1,032,707	\$	2,639	\$	491,585	\$ 1,526,931
	Total	\$ 4,255,532	\$	458,105	\$	7,872,909	\$ 12,586,546

#### FEBRUARY 2019 FINANCE ACTIVITIES

- 1. Staff attended departmental FY2020 budget meetings.
- 2. Staff attended the kick off meeting for the IT Strategic Plan.
- 3. Quotes were requested from vendors for utility bill printing/mailing. From the quotes that were received, there will be a cost saving if the Village chooses to switch vendors. The Village plans on switching over as soon as possible.
- 4. Staff viewed a webinar on payment security.
- 5. Some staff members were able to attend CPR classes taught by VRF fire personnel.
- 6. The Passport Parking portal is now in operation and residents and staff are pleased with the results.

# General Ledger Village of River Forest

User: rmcadams Printed: 3/5/2019 12:28:14 PM Period 10 - 10 Fiscal Year 2019



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01 00	General Fund							
01-00-00-41-1000	Property Tax-Prior Years	3,103,116.00	3,041,903.51	0.00	5,507.81	3,047,411.32	55,704.68	98.20
01-00-00-41-1021	Property Tax-Current Year	3,308,066.00	0.00	0.00	937,302.34	937,302.34	2,370,763.66	28.33
	Property Taxes	6,411,182.00	3,041,903.51	0.00	942,810.15	3,984,713.66	2,426,468.34	62.15
01-00-00-41-1150	Replacement Tax	142,838.00	90,891.89	0.00	0.00	90,891.89	51,946.11	63.63
01-00-00-41-1190	Restaurant Tax	162,082.00	125,723.23	0.00	11,605.82	137,329.05	24,752.95	84.73
01-00-00-41-1200	Sales Tax	1,917,570.00	1,396,846.95	0.00	151,372.29	1,548,219.24	369,350.76	80.74
01-00-00-41-1205	State Use Tax	293,824.00	233,138.59	0.00	33,388.57	266,527.16	27,296.84	90.71
01-00-00-41-1210	Non-Home Rule Sales Tax	885,137.00	641,166.97	0.00	67,392.85	708,559.82	176,577.18	80.05
01-00-00-41-1250	Income Tax	1,070,278.00	798,161.21	0.00	111,516.65	909,677.86	160,600.14	84.99
01-00-00-41-1450	Transfer Tax	122,630.00	99,538.90	159.00	6,343.00	105,722.90	16,907.10	86.21
01-00-00-41-1460	Communication Tax	266,650.00	208,602.65	0.00	21,946.65	230,549.30	36,100.70	86.46
01-00-00-41-1475	Utility Tax Elec	435,660.00	333,477.69	0.00	38,158.25	371,635.94	64,024.06	85.30
01-00-00-41-1480	Utility Tax Gas	190,000.00	104,375.44	0.00	25,109.62	129,485.06	60,514.94	68.15
	Other Taxes	5,486,669.00	4,031,923.52	159.00	466,833.70	4,498,598.22	988,070.78	81.99
01-00-00-42-2115	Pet Licenses	2,100.00	1,090.00	0.00	10.00	1,100.00	1,000.00	52.38
01-00-00-42-2120	Vehicle Licenses	305,000.00	304,506.00	150.00	1,090.50	305,446.50	-446.50	100.15
01-00-00-42-2345	Contractor's License Fees	84,660.00	60,000.00	0.00	2,600.00	62,600.00	22,060.00	73.94
01-00-00-42-2350	Business Licenses	17,000.00	3,625.00	0.00	175.00	3,800.00	13,200.00	22.35
01-00-00-42-2355	Tent Licenses	300.00	90.00	0.00	30.00	120.00	180.00	40.00
01-00-00-42-2360	Building Permits	514,500.00	265,023.90	1,350.00	15,460.30	279,134.20	235,365.80	54.25
01-00-00-42-2361	Plumbing Permits	37,260.00	31,215.00	0.00	2,115.00	33,330.00	3,930.00	89.45
01-00-00-42-2362	Electrical Permits	49,930.00	29,166.50	0.00	1,831.00	30,997.50	18,932.50	62.08
01-00-00-42-2364	Reinspection Fees	5,000.00	5,175.00	0.00	450.00	5,625.00	-625.00	112.50
01-00-00-42-2365	Bonfire Permits	60.00	30.00	0.00	0.00	30.00	30.00	50.00
01-00-00-42-2366	Beekeeping Permit	500.00	75.00	0.00	0.00	75.00	425.00	15.00
01-00-00-42-2368	Solicitors Permits	500.00	1,100.00	0.00	0.00	1,100.00	-600.00	220.00
01-00-00-42-2370	Film Crew License	4,800.00	5,650.00	0.00	0.00	5,650.00	-850.00	117.71
01-00-00-42-2520	Liquor Licenses	23,500.00	24,000.00	0.00	0.00	24,000.00	-500.00	102.13
01-00-00-42-2570	CableVideo Svc Provider Fees	222,664.00	148,214.14	0.00	52,918.48	201,132.62	21,531.38	90.33

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	Licenses & Permits	1,267,774.00	878,960.54	1,500.00	76,680.28	954,140.82	313,633.18	75.26
01-00-00-43-3065	Police Reports	2,200.00	1,846.70	0.00	240.00	2,086.70	113.30	94.85
01-00-00-43-3070	Fire Reports	700.00	426.50	0.00	25.00	451.50	248.50	64.50
01-00-00-43-3180	Garbage Collection	1,067,161.00	773,934.04	0.00	108,485.91	882,419.95	184,741.05	82.69
01-00-00-43-3185	Penalties on Garbage Fees	7,560.00	5,282.93	115.82	962.83	6,129.94	1,430.06	81.08
01-00-00-43-3200	Metra Daily Parking	31,961.00	36,112.13	0.00	8,974.23	45,086.36	-13,125.36	141.07
01-00-00-43-3220	Parking Lot Permit Fees	74,538.00	68,692.44	0.00	145.00	68,837.44	5,700.56	92.35
01-00-00-43-3225	Administrative Towing Fees	144,700.00	79,000.00	0.00	7,500.00	86,500.00	58,200.00	59.78
01-00-00-43-3230	Animal Release Fees	0.00	600.00	0.00	0.00	600.00	-600.00	0.00
01-00-00-43-3515	NSF Fees	200.00	100.00	0.00	0.00	100.00	100.00	50.00
01-00-00-43-3530	5050 Sidewalk Program	10,000.00	5,343.42	0.00	0.00	5,343.42	4,656.58	53.43
01-00-00-43-3536	Elevator Inspection Fees	4,300.00	0.00	0.00	0.00	0.00	4,300.00	0.00
01-00-00-43-3537	Elevator Reinspection Fees	400.00	700.00	0.00	0.00	700.00	-300.00	175.00
01-00-00-43-3540	<b>ROW Encroachment Fees</b>	0.00	1,100.00	0.00	0.00	1,100.00	-1,100.00	0.00
01-00-00-43-3550	Ambulance Fees	340,000.00	283,200.80	185.43	0.00	283,015.37	56,984.63	83.24
01-00-00-43-3554	CPR Fees	1,200.00	1,480.00	0.00	0.00	1,480.00	-280.00	123.33
01-00-00-43-3557	Car Fire & Extrication Fee	500.00	1,000.00	0.00	0.00	1,000.00	-500.00	200.00
01-00-00-43-3560	State Highway Maintenance	57,657.00	45,100.75	0.00	0.00	45,100.75	12,556.25	78.22
01-00-00-43-4030	Workers Comp Payments	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	Charges for Services	1,753,077.00	1,303,919.71	301.25	126,332.97	1,429,951.43	323,125.57	81.57
01-00-00-44-4230	Police Tickets	160,900.00	135,997.04	0.25	13,456.28	149,453.07	11,446.93	92.89
01-00-00-44-4240	Automated Traffic Enf Fines	35,531.00	0.00	0.00	0.00	0.00	35,531.00	0.00
01-00-00-44-4300	Local Ordinance Tickets	5,075.00	4,544.55	42.00	50.00	4,552.55	522.45	89.71
01-00-00-44-4430	Court Fines	55,714.00	30,353.52	0.00	5,403.16	35,756.68	19,957.32	64.18
01-00-00-44-4435	DUI Fines	7,632.00	9,772.52	0.00	1,181.40	10,953.92	-3,321.92	143.53
01-00-00-44-4436	Drug Forfeiture Revenue	6,110.00	0.00	0.00	0.00	0.00	6,110.00	0.00
01-00-00-44-4439	Article 36 Forfeited Funds	6,560.00	0.00	0.00	0.00	0.00	6,560.00	0.00
01-00-00-44-4440	Building Construction Citation	5,000.00	10,450.00	0.00	0.00	10,450.00	-5,450.00	209.00
	Fines & Forfeits	282,522.00	191,117.63	42.25	20,090.84	211,166.22	71,355.78	74.74
01-00-00-45-5100	Interest	92,276.00	62,939.69	0.00	3,763.63	66,703.32	25,572.68	72.29
01-00-00-45-5200	Net Change in Fair Value	0.00	7,614.11	0.00	821.71	8,435.82	-8,435.82	0.00
	Interest	92,276.00	70,553.80	0.00	4,585.34	75,139.14	17,136.86	81.43
01-00-00-46-6408	Cash OverShort	0.00	-1.10	0.00	0.00	-1.10	1.10	0.00
01-00-00-46-6410	Miscellaneous	35,300.00	6,779.66	0.00	691.50	7,471.16	27,828.84	21.16
01-00-00-46-6411	Miscellaneous Public Safety	4,500.00	594.47	0.00	0.00	594.47	3,905.53	13.21
01-00-00-46-6412	Reimbursements-Crossing Guards	62,626.00	33,191.39	0.00	42,028.11	75,219.50	-12,593.50	120.11

GL - Village of River Forest (03/05/2019 - 12:28 PM)

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-46-6415	Reimbursement of Expenses	7,500.00	4,542.33	0.00	0.00	4,542.33	2,957.67	60.56
01-00-00-46-6417	IRMA Reimbursements	45,000.00	170,468.07	0.00	153.79	170,621.86	-125,621.86	379.16
01-00-00-46-6510	T-Mobile Lease	42,068.00	31,353.03	0.00	3,575.11	34,928.14	7,139.86	83.03
01-00-00-46-6511	WSCDC Rental Income	50,722.00	46,410.79	0.00	0.00	46,410.79	4,311.21	91.50
01-00-00-46-8001	IRMA Excess	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00
	Miscellaneous	322,716.00	293,338.64	0.00	46,448.51	339,787.15	-17,071.15	105.29
01-00-00-46-6521	Law Enforcement Training Reimb	2,100.00	3,976.00	0.00	0.00	3,976.00	-1,876.00	189.33
01-00-00-46-6524	ISEARCH Grant	8,750.00	8,500.00	0.00	0.00	8,500.00	250.00	97.14
01-00-00-46-6525	Bullet Proof Vest Reimb-DOJ	3,833.00	1,422.37	0.00	1,011.08	2,433.45	1,399.55	63.49
01-00-00-46-6528	IDOT Traffic Safety Grant	19,788.00	4,211.01	0.00	425.24	4,636.25	15,151.75	23.43
01-00-00-46-6620	State Fire Marshal Training	4,050.00	1,261.90	0.00	0.00	1,261.90	2,788.10	31.16
01-00-00-46-7388	Sustainability Comm	0.00	83.00	0.00	0.00	83.00	-83.00	0.00
	Grants & Contributions	38,521.00	19,454.28	0.00	1,436.32	20,890.60	17,630.40	54.23
01-00-00-48-8000	Sale of Property	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	Other Financing Sources	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
00		15,655,737.00	9,831,171.63	2,002.50	1,685,218.11	11,514,387.24	4,141,349.76	73.55
	Revenue	15,655,737.00	9,831,171.63	2,002.50	1,685,218.11	11,514,387.24	4,141,349.76	73.55
10	Administration							
01-10-00-51-0200	Salaries Regular	568,424.00	445,442.57	49,212.44	0.00	494,655.01	73,768.99	87.02
01-10-00-51-1700	Overtime	500.00	434.22	0.00	0.00	434.22	65.78	86.84
01-10-00-51-1950	Insurance Refusal Reimb	2,265.00	1,035.00	87.50	0.00	1,122.50	1,142.50	49.56
01-10-00-51-3000	Part-Time Salaries	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	Personal Services	576,189.00	446,911.79	49,299.94	0.00	496,211.73	79,977.27	86.12
01-10-00-52-0320	FICA	32,242.00	24,611.02	3,026.04	0.00	27,637.06	4,604.94	85.72
01-10-00-52-0325	Medicare	8,423.00	6,435.37	707.74	0.00	7,143.11	1,279.89	84.80
01-10-00-52-0330	IMRF	63,244.00	59,683.59	4,404.28	0.07	64,087.80	-843.80	101.33
01-10-00-52-0350	Employee Assistance Program	1,750.00	0.00	1,804.14	0.00	1,804.14	-54.14	103.09
01-10-00-52-0375	Fringe Benefits	7,830.00	6,112.68	845.00	0.00	6,957.68	872.32	88.86
01-10-00-52-0400	Health Insurance	61,861.00	39,443.82	5,540.68	729.06	44,255.44	17,605.56	71.54
01-10-00-52-0420	Health Insurance - Retirees	50.00	707.68	1,452.31	725.13	1,434.86	-1,384.86	2,869.72
01-10-00-52-0425	Life Insurance	720.00	525.50	86.70	24.28	587.92	132.08	81.66

GL - Village of River Forest (03/05/2019 - 12:28 PM)
Account Number	r Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-10-00-52-0430	VEBA Contributions	15,643.00	12,080.36	0.00	0.00	12,080.36	3,562.64	77.23
01-10-00-52-0500	Wellness Program	1,500.00	1,644.00	0.00	0.00	1,644.00	-144.00	109.60
	Benefits	193,263.00	151,244.02	17,866.89	1,478.54	167,632.37	25,630.63	86.74
01-10-00-53-0200	Communications	29,825.00	23,352.81	920.67	0.00	24,273.48	5,551.52	81.39
01-10-00-53-0300	Audit Services	20,090.00	17,375.00	0.00	0.00	17,375.00	2,715.00	86.49
01-10-00-53-0350	Actuarial Services	9,800.00	2,730.00	0.00	0.00	2,730.00	7,070.00	27.86
01-10-00-53-0380	Consulting Services	130,000.00	85,581.70	2,972.81	0.00	88,554.51	41,445.49	68.12
01-10-00-53-0410	IT Support	123,925.00	89,247.98	8,954.23	0.00	98,202.21	25,722.79	79.24
01-10-00-53-0429	Vehicle Sticker Program	17,625.00	15,337.43	49.95	0.00	15,387.38	2,237.62	87.30
01-10-00-53-1100	HealthInspection Services	15,500.00	11,587.50	0.00	0.00	11,587.50	3,912.50	74.76
01-10-00-53-1250	Unemployment Claims	1,500.00	0.00	8,151.00	0.00	8,151.00	-6,651.00	543.40
01-10-00-53-2100	Bank Fees	11,998.00	8,295.48	519.62	0.00	8,815.10	3,182.90	73.47
01-10-00-53-2200	Liability Insurance	279,790.00	203,709.74	22,664.22	0.00	226,373.96	53,416.04	80.91
01-10-00-53-2250	IRMA Liability Deductible	35,000.00	0.00	0.00	0.00	0.00	35,000.00	0.00
01-10-00-53-3300	Maint of Office	11,041.00	7,576.12	764.56	0.00	8,340.68	2,700.32	75.54
01 10 00 52 4100	Equipment	7 000 00	1,719.00	2 690 76	0.00	4 200 76	2 600 24	(2.95
01-10-00-53-4100 01-10-00-53-4250	Training	7,000.00	2	2,680.76	0.00	4,399.76	2,600.24	62.85
	Travel & Meeting	9,550.00	7,407.45	517.31	0.00	7,924.76	1,625.24	82.98
01-10-00-53-4300	Dues & Subscriptions	25,545.00	27,638.86	2,532.50	2,500.00	27,671.36	-2,126.36	108.32
01-10-00-53-4350	Printing	3,400.00	3,988.98	0.00	0.00	3,988.98	-588.98	117.32
01-10-00-53-4400	Medical & Screening	1,500.00	106.00	0.00	0.00	106.00	1,394.00	7.07
01-10-00-53-5300	AdvertisingLegal Notice	2,600.00	872.00	0.00	0.00	872.00	1,728.00	33.54
01-10-00-53-5600	Community and Emp Programs	9,250.00	17,778.48	2,569.60	2.78	20,345.30	-11,095.30	219.95
	<b>Contractual Services</b>	744,939.00	524,304.53	53,297.23	2,502.78	575,098.98	169,840.02	77.20
01-10-00-54-0100	Office Supplies	16,125.00	11,829.54	1,232.54	0.00	13,062.08	3,062.92	81.01
01-10-00-54-0150	Office Equipment	3,000.00	614.99	0.00	0.00	614.99	2,385.01	20.50
01-10-00-54-1300	Postage	10,500.00	5,302.03	1,007.35	0.00	6,309.38	4,190.62	60.09
	Materials & Supplies	29,625.00	17,746.56	2,239.89	0.00	19,986.45	9,638.55	67.46
01-10-00-57-5032	Transfer to TIF-North	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00
	Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00
10	Administration	1,594,016.00	1,190,206.90	122,703.95	3,981.32	1,308,929.53	285,086.47	82.12
14	E911							
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	8,000.00	0.00	0.00	8,000.00	0.00	100.00
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
01-14-00-53-4100	Travel & Meeting	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-14-00-53-425	WSCDC Contribution	382,306.00	173,041.31	0.00	0.00	173,041.31	209,264.69	45.26
01-14-00-53-4275	Citizens Corps Council	5,000.00	0.00	0.00	0.00	0.00	5,000.00	45.20
51 17 00- <i>33-</i> 7277	Childens Corps Counch	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-14-00-53-4278	Medical Reserve Corp	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Contractual Services	401,856.00	181,041.31	0.00	0.00	181,041.31	220,814.69	45.05
14	E911	401,856.00	181,041.31	0.00	0.00	181,041.31	220,814.69	45.05
15	Boards and							
	Commissions							
01-15-00-52-0320	FICA	0.00	133.63	39.27	0.00	172.90	-172.90	0.00
01-15-00-52-0325	Medicare	0.00	31.25	9.18	0.00	40.43	-40.43	0.00
01-15-00-52-0330	IMRF	0.00	233.58	57.96	0.00	291.54	-291.54	0.00
01-15-00-52-0375	Fringe Benefits	0.00	250.00	50.00	0.00	300.00	-300.00	0.00
	Benefits	0.00	648.46	156.41	0.00	804.87	-804.87	0.00
01-15-00-53-0380	Consulting Services	77,450.00	61,655.26	2,223.05	0.00	63,878.31	13,571.69	82.48
01-15-00-53-0400	Secretarial Services	3,500.00	2,155.12	633.42	0.00	2,788.54	711.46	79.67
01-15-00-53-0420	Legal Services	2,500.00	2,109.60	0.00	0.00	2,109.60	390.40	84.38
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	375.00	0.00	0.00	375.00	0.00	100.00
01-15-00-53-4400	Medical & Screening	3,000.00	1,614.00	0.00	0.00	1,614.00	1,386.00	53.80
01-15-00-53-4450	Testing	15,000.00	20,282.38	0.00	0.00	20,282.38	-5,282.38	135.22
01-15-00-53-5300	AdvertisingLegal Notice	1,250.00	742.00	147.00	0.00	889.00	361.00	71.12
	<b>Contractual Services</b>	104,275.00	88,933.36	3,003.47	0.00	91,936.83	12,338.17	88.17
01-15-00-54-0100	Office Supplies	150.00	622.79	0.00	0.00	622.79	-472.79	415.19
01-15-00-54-1300	Postage	0.00	5.17	0.00	0.00	5.17	-5.17	0.00
	Materials & Supplies	150.00	627.96	0.00	0.00	<u>627.96</u>	<u>-477.96</u>	418.64
15	Boards and Commissions	104,425.00	90,209.78	3,159.88	0.00	93,369.66	11,055.34	89.41
20								
20	Building and Development							
01-20-00-51-0200	Full-Time Salaries	247,556.00	188,162.32	21,153.42	0.00	209,315.74	38,240.26	84.55
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 Reimbursemnt	1,373.00	1,012.50	112.50	0.00	1,125.00	248.00	81.94
	Personal Services	249,429.00	189,174.82	21,265.92	0.00	210,440.74	38,988.26	84.37
01-20-00-52-0320	FICA	15,190.00	11,420.29	1,282.34	0.00	12,702.63	2,487.37	83.62
01-20-00-52-0325	Medicare	3,621.00	2,670.76	299.91	0.00	2,970.67	650.33	82.04
	IMRF	27,366.00	19,677.17	1,873.08	0.00	21,550.25	5,815.75	78.75
		1,980.00	1,485.00	165.00	0.00	1,650.00	330.00	83.33
01-20-00-52-0330	Fringe Benefits	1,700.00					200.00	00.00
01-20-00-52-0330 01-20-00-52-0375 01-20-00-52-0400	Fringe Benefits Health Insurance	44,795.00	27,735.24	3,581.75	480.15	30,836.84	13,958.16	68.84

Bene           01-20-00-53-0370         Profi           01-20-00-53-1300         Insp           01-20-00-53-1305         Plan           01-20-00-53-3200         Vehi           01-20-00-53-4100         Train           01-20-00-53-4300         Dues           01-20-00-53-5300         Adv.           Con         Con	BA Contributions <b>efits</b> fessional Services pection Services n Review Services nicle Maintenance ining s & Subscriptions	8,893.00 <b>101,992.00</b> 11,450.00 65,350.00 30,000.00 400.00	6,103.78 <b>69,193.04</b> 6,590.01 43,613.00 8,455.58	0.00 <b>7,213.28</b> 408.97	0.00 <b>480.15</b>	6,103.78 <b>75,926.17</b>	2,789.22 <b>26,065.83</b>	68.64 <b>74.44</b>
01-20-00-53-1300         Insp.           01-20-00-53-1305         Plan           01-20-00-53-3200         Vehi           01-20-00-53-4100         Train           01-20-00-53-4300         Dues           01-20-00-53-5300         Adv.           Con         Con	ection Services n Review Services nicle Maintenance ning es & Subscriptions	65,350.00 30,000.00 400.00	43,613.00	408.97				/
01-20-00-53-1300 Insp 01-20-00-53-1305 Plan 01-20-00-53-3200 Vehi 01-20-00-53-4100 Train 01-20-00-53-4300 Due: 01-20-00-53-5300 Adv Con	ection Services n Review Services nicle Maintenance ning es & Subscriptions	65,350.00 30,000.00 400.00	43,613.00		0.00	6,998.98	4.451.02	61.13
01-20-00-53-1305 Plan 01-20-00-53-3200 Vehi 01-20-00-53-4100 Train 01-20-00-53-4300 Due: 01-20-00-53-5300 Adv. Con	n Review Services nicle Maintenance ning es & Subscriptions	30,000.00 400.00		4,180.00	0.00	47,793.00	17,557.00	73.13
01-20-00-53-3200 Vehi 01-20-00-53-4100 Train 01-20-00-53-4300 Due: 01-20-00-53-5300 Adv. Con	icle Maintenance ning ss & Subscriptions	400.00	0.4.1.1.10	577.50	0.00	9,033.08	20,966.92	30.11
01-20-00-53-4100 Train 01-20-00-53-4300 Dues 01-20-00-53-5300 Adv. Con	ning s & Subscriptions		41.99	0.00	0.00	41.99	358.01	10.50
01-20-00-53-4300 Due: 01-20-00-53-5300 Adv Con	es & Subscriptions	500.00	230.00	0.00	0.00	230.00	270.00	46.00
01-20-00-53-5300 Adv Con		845.00	942.50	75.00	0.00	1,017.50	-172.50	120.41
Con	vertisingLegal Notices	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 20 00 54 0100 Offi	ntractual Services	108,545.00	59,873.08	5,241.47	0.00	65,114.55	43,430.45	59.99
01-20-00-34-0100 0110	ce Supplies	400.00	962.00	0.00	0.00	962.00	-562.00	240.50
	ce Equipment	150.00	0.00	0.00	0.00	0.00	150.00	0.00
	& Oil	280.00	56.21	0.00	0.00	56.21	223.79	20.08
01-20-00-54-0600 Open	erating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	terials & Supplies	1,330.00	1,018.21	0.00	0.00	1,018.21	311.79	76.56
01-20-00-57-5013 Tran	nsfer to CERF	2,687.00	2,015.28	223.92	0.00	2,239.20	447.80	83.33
Othe	er Financing Uses	2,687.00	2,015.28	223.92	0.00	2,239.20	447.80	83.33
	lding and elopment	463,983.00	321,274.43	33,944.59	480.15	354,738.87	109,244.13	76.46
30 Leg	al Services							
	or and Employment al Svc	20,000.00	27,746.25	1,078.75	0.00	28,825.00	-8,825.00	144.13
	age Attorney	100,000.00	93,705.87	14,350.20	0.00	108,056.07	-8,056.07	108.06
	age Prosecutor	12,000.00	8,533.00	1,000.00	0.00	9,533.00	2,467.00	79.44
	ntractual Services	132,000.00	129,985.12	16,428.95	0.00	146,414.07	-14,414.07	110.92
		122 000 00			0.00			110.00
30 Lega	al Services	132,000.00	129,985.12	16,428.95	0.00	146,414.07	-14,414.07	110.92
	ice Department							
	ries Sworn	2,671,534.00	2,006,916.58	216,351.94	0.00	2,223,268.52	448,265.48	83.22
	ries Regular	130,730.00	101,758.74	10,500.90	0.00	112,259.64	18,470.36	85.87
	cialist Pay	40,426.00	25,091.74	3,037.00	0.00	28,128.74	12,297.26	69.58
01-40-00-51-1600 Holi	iday Pay	125,869.00	62,075.47	0.00	0.00	62,075.47	63,793.53	49.32
	ertime	175,000.00	126,562.97	11,266.79	0.00	137,829.76	37,170.24	78.76
	OT STEP Overtime	19,788.00	4,005.09	0.00	0.00	4,005.09	15,782.91	20.24
	npensated ences-Retiremt	0.00	39,474.99	0.00	0.00	39,474.99	-39,474.99	0.00
	cational Incentives	40,100.00	1,239.58	0.00	0.00	1,239.58	38,860.42	3.09
	rance Refusal Reim	1,525.00	600.00	75.00	0.00	675.00	850.00	44.26
	Time Salaries	46,592.00	25,040.67	2,809.57	0.00	27,850.24	18,741.76	59.77

	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	Personal Services	3,251,564.00	2,392,765.83	244,041.20	0.00	2,636,807.03	614,756.97	81.09
01-40-00-52-0320	FICA	12,079.00	7,672.52	801.21	0.00	8,473.73	3,605.27	70.15
01-40-00-52-0325	Medicare	44,672.00	32,507.02	3,406.76	0.00	35,913.78	8,758.22	80.39
01-40-00-52-0330	IMRF	18,364.00	13,621.28	1,130.29	0.00	14,751.57	3,612.43	80.33
01-40-00-52-0375	Fringe Benefits	1,800.00	1,075.00	100.00	0.00	1,175.00	625.00	65.28
01-40-00-52-0400	Health Insurance	482,880.00	369,879.17	47,538.25	6,878.09	410,539.33	72,340.67	85.02
01-40-00-52-0420	Health Insurance -	83,526.00	54,902.89	26,888.64	11,490.47	70,301.06	13,224.94	84.17
01 40 00 50 0405	Retirees	2 0 5 7 00	1 402 44	502.40	105 50	1 ((1 (1	205.24	00.70
01-40-00-52-0425	Life Insurance	2,057.00	1,493.66	593.48	425.50	1,661.64	395.36	80.78
01-40-00-52-0430	VEBA Contributions	76,614.00	59,201.05	0.00	0.00	59,201.05	17,412.95	77.27
01-40-00-53-0009	Contribution to Police Pension	1,545,367.00	711,660.95	209,145.77	0.00	920,806.72	624,560.28	59.58
	Benefits	2,267,359.00	1,252,013.54	289,604.40	18,794.06	1,522,823.88	744,535.12	67.16
01-40-00-53-0200	Communications	3,068.00	2,329.84	287.53	0.00	2,617.37	450.63	85.31
01-40-00-53-0385	Administrative	23,220.00	14,379.97	600.00	0.00	14,979.97	8,240.03	64.51
01 40 00 52 0410	Adjudication	14.000.00	507.07	2 242 75	0.00	2 051 72	10 414 00	27.00
01-40-00-53-0410	IT Support	14,266.00	507.97	3,343.75	0.00	3,851.72	10,414.28	27.00
01-40-00-53-0430	Animal Control	2,500.00	450.00	0.00	0.00	450.00	2,050.00	18.00
01-40-00-53-3100	Maint of Equipment	14,816.00	472.00	642.30	0.00	1,114.30	13,701.70	7.52
01-40-00-53-3200	Maintenance of Vehicles	45,000.00	24,742.12	4,760.44	0.00	29,502.56	15,497.44	65.56
01-40-00-53-3600	Maintenance of Buildings	1,000.00	335.00	0.00	0.00	335.00	665.00	33.50
01-40-00-53-4100	Training	24,950.00	18,743.50	341.22	0.00	19,084.72	5,865.28	76.49
01-40-00-53-4200	Community Support Services	102,605.00	81,655.62	8,268.71	3,468.00	86,456.33	16,148.67	84.26
01-40-00-53-4250	Travel & Meeting	4,450.00	483.94	0.00	0.00	483.94	3,966.06	10.88
01-40-00-53-4300	Dues & Subscriptions	8,303.00	4,393.50	2,275.00	1,695.50	4,973.00	3,330.00	59.89
01-40-00-53-4350	Printing	5,790.00	1,461.18	331.47	0.00	1,792.65	3,997.35	30.96
01-40-00-53-4400	Medical & Screening	5,015.00	8,892.00	0.00	0.00	8,892.00	-3,877.00	177.31
01-40-00-53-5400	Damage Claims	2,500.00	5,412.44	0.00	0.00	5,412.44	-2,912.44	216.50
01 10 00 22 2100	Contractual Services	257,483.00	164,259.08	20,850.42	5,163.50	179,946.00	77,537.00	<b>69.89</b>
01-40-00-54-0100	Office Supplies	10,000.00	5,903.27	568.51	0.00	6,471.78	3,528.22	64.72
01-40-00-54-0200	Gas & Oil	40,581.00	29,338.78	2,768.22	0.00	32,107.00	8,474.00	79.12
01-40-00-54-0300	Uniforms Sworn	27,400.00	18,744.51	3,482.86	501.81	21,725.56	5,674.44	79.29
01-40-00-54-0310	Personnel Uniforms Other Personnel	800.00	740.92	52.97	0.00	793.89	6.11	99.24
	Prisoner Care			111.02			1,122.39	99.24 56.96
01-40-00-54-0400		2,608.00	1,374.59		0.00	1,485.61		
01-40-00-54-0600	Operating Supplies	9,868.00	2,828.79	222.00	0.00	3,050.79	6,817.21	30.92
01-40-00-54-0601	Radios	12,595.00	1,279.80	1,951.96	0.00	3,231.76	9,363.24	25.66
01-40-00-54-0602	Firearms and Range Supplies	16,440.00	6,717.03	0.00	0.00	6,717.03	9,722.97	40.86
01-40-00-54-0603	Evidence Supplies	6,950.00	1,754.52	1,640.24	0.00	3,394.76	3,555.24	48.85
01-40-00-54-0605	DUI Expenditures	7,632.00	948.27	1,389.65	0.00	2,337.92	5,294.08	30.63
01-40-00-54-0610	Drug Forfeiture	6,110.00	0.00	0.00	0.00	0.00	6,110.00	0.00
01-40-00-54-0615	Expenditures Article 36 Exp	6,560.00	95.00	0.00	0.00	95.00	6,465.00	1.45
01 10 00 01 0010	Materials & Supplies	147,544.00	69,725.48	12,187.43	501.81	81,411.10	66,132.90	55.18

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-57-5013	Transfer to CERF	158,304.00	118,728.00	13,192.00	0.00	131,920.00	26,384.00	83.33
	Other Financing Uses	158,304.00	118,728.00	13,192.00	0.00	131,920.00	26,384.00	83.33
40	Dalias Danauturant	( 082 254 00	2 007 401 02	ETA 975 AE	24 450 27	4 552 008 01	1 520 245 00	74.96
40	Police Department	6,082,254.00	3,997,491.93	579,875.45	24,459.37	4,552,908.01	1,529,345.99	74.86
50	Fire Department							
01-50-00-51-0100	Salaries Sworn	1,818,361.00	1,273,913.33	138,441.30	0.00	1,412,354.63	406,006.37	77.67
01-50-00-51-0200	Salaries Regular	80,233.00	59,562.18	6,618.02	0.00	66,180.20	14,052.80	82.49
01-50-00-51-1500	Specialist Pay	136,475.00	101,934.38	10,852.14	0.00	112,786.52	23,688.48	82.64
01-50-00-51-1600	Holiday Pay	77,311.00	36,318.88	0.00	0.00	36,318.88	40,992.12	46.98
01-50-00-51-1700	Overtime	120,000.00	116,954.08	8,881.60	0.00	125,835.68	-5,835.68	104.86
01-50-00-51-1800	Educational Incentives	14,600.00	14,850.00	0.00	0.00	14,850.00	-250.00	101.71
01-50-00-51-3000	Part-Time Salaries	30,973.00	20,576.84	1,664.28	0.00	22,241.12	8,731.88	71.81
	Personal Services	2,277,953.00	1,624,109.69	166,457.34	0.00	1,790,567.03	487,385.97	78.60
01-50-00-51-1950	Insurance Refusal Reimb	1,500.00	1,125.00	125.00	0.00	1,250.00	250.00	83.33
01-50-00-52-0320	FICA	6,932.00	4,914.82	507.29	0.00	5,422.11	1,509.89	78.22
01-50-00-52-0325	Medicare	33,048.00	22,395.36	2,302.50	0.00	24,697.86	8,350.14	74.73
01-50-00-52-0320	IMRF	12,244.00	8,441.36	737.24	0.00	9,178.60	3,065.40	74.96
01-50-00-52-0375	Fringe Benefits	1,200.00	900.00	100.00	0.00	1,000.00	200.00	83.33
01-50-00-52-0400	Health Insurance	310,124.00	226,940.42	29,611.88	4,198.18	252,354.12	57,769.88	81.37
01-50-00-52-0420	Health Insurance -	40,174.00	26,898.63	14,543.65	8,250.31	33,191.97	6,982.03	82.62
01 50 00 52 0420	Retirees	40,174.00	20,090.03	14,545.05	0,230.31	55,171.77	0,902.05	02.02
01-50-00-52-0425	Life Insurance	1,487.00	1,033.11	241.17	126.38	1,147.90	339.10	77.20
01-50-00-52-0430	VEBA Contributions	54,194.00	46,548.23	0.00	0.00	46,548.23	7,645.77	85.89
01-50-00-53-0010	Contribution to Fire	1,393,165.00	581,029.65	170,732.89	0.00	751,762.54	641,402.46	53.96
	Pension							
	Benefits	1,854,068.00	920,226.58	218,901.62	12,574.87	1,126,553.33	727,514.67	60.76
01-50-00-53-0200	Communications	6,300.00	698.61	82.33	0.00	780.94	5,519.06	12.40
01-50-00-53-0410	IT Support	7,126.00	900.00	5,000.00	0.00	5,900.00	1,226.00	82.80
01-50-00-53-3100	Maintenance of	7,300.00	3,542.04	671.47	0.00	4,213.51	3,086.49	57.72
	Equipment							
01-50-00-53-3200	Maintenance of Vehicles	38,250.00	24,440.53	242.66	0.00	24,683.19	13,566.81	64.53
01-50-00-53-3300	Maint of Office	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Equipment							
01-50-00-53-3600	Maintenance of Buildings	3,500.00	21.90	19.99	0.00	41.89	3,458.11	1.20
01-50-00-53-4100	Training	24,750.00	6,859.29	1,355.00	0.00	8,214.29	16,535.71	33.19
01-50-00-53-4200	Community Support Services	16,300.00	11,870.42	0.00	0.00	11,870.42	4,429.58	72.82
01-50-00-53-4250	Travel & Meeting	6,550.00	1,791.82	110.00	0.00	1,901.82	4,648.18	29.04
01-50-00-53-4300	Dues & Subscriptions	3,465.00	633.68	45.00	0.00	678.68	2,786.32	19.59
01-50-00-53-4400	Medical & Screening	15,000.00	106.00	0.00	0.00	106.00	14,894.00	0.71
	<b>Contractual Services</b>	129,041.00	50,864.29	7,526.45	0.00	58,390.74	70,650.26	45.25
01-50-00-54-0100	Office Supplies	1,500.00	90.25	0.00	0.00	90.25	1,409.75	6.02
GI Village of Rive	er Forest (03/05/2019 - 12:28 PN	<u>/</u> )						Page 8

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-50-00-54-0200	Gas & Oil	14,850.00	8,734.69	747.46	0.00	9,482.15	5,367.85	63.85
01-50-00-54-0300	Uniforms Sworn Personnel	17,400.00	1,142.30	491.98	212.50	1,421.78	15,978.22	8.17
01-50-00-54-0600	Operating Supplies	23,300.00	14,709.54	281.20	0.00	14,990.74	8,309.26	64.34
	Materials & Supplies	57,050.00	24,676.78	1,520.64	212.50	25,984.92	31,065.08	45.55
01-50-00-57-5013	Transfer to CERF	148,093.00	111,069.72	12,341.08	0.00	123,410.80	24,682.20	83.33
	Other Financing Uses	148,093.00	111,069.72	12,341.08	0.00	123,410.80	24,682.20	83.33
50	Fire Department	4,466,205.00	2,730,947.06	406,747.13	12,787.37	3,124,906.82	1,341,298.18	69.97
60	Public Works							
01-60-01-51-0200	Salaries Regular	494,546.00	373,973.04	43,361.39	0.00	417,334.43	77,211.57	84.39
01-60-01-51-1500	Certification Pay	7,950.00	8,550.00	0.00	0.00	8,550.00	-600.00	107.55
01-60-01-51-1700	Overtime	50,000.00	36,850.14	35,790.89	0.00	72,641.03	-22,641.03	145.28
01-60-01-51-3000	Part-Time Salaries	8,000.00	5,043.02	0.00	0.00	5,043.02	2,956.98	63.04
	Personal Services	560,496.00	424,416.20	79,152.28	0.00	503,568.48	56,927.52	89.84
01-60-01-52-0320	FICA	34,105.00	25,571.40	4,904.96	0.00	30,476.36	3,628.64	89.36
01-60-01-52-0325	Medicare	8,117.00	6,063.97	1,147.11	0.00	7,211.08	905.92	88.84
01-60-01-52-0330	IMRF	54,875.00	44,301.57	7,168.81	0.00	51,470.38	3,404.62	93.80
01-60-01-52-0375	Fringe Benefits	4,140.00	3,368.00	829.00	0.00	4,197.00	-57.00	101.38
01-60-01-52-0400	Health Insurance	134,187.00	97,600.26	11,546.04	673.36	108,472.94	25,714.06	80.84
01-60-01-52-0420	Health Insurance - Retirees	14,790.00	8,387.76	6,420.47	3,471.24	11,336.99	3,453.01	76.65
01-60-01-52-0425	Life Insurance	264.00	140.25	84.07	83.08	141.24	122.76	53.50
01-60-01-52-0430	VEBA Contributions	5,963.00	5,757.61	0.00	0.00	5,757.61	205.39	96.56
	Benefits	256,441.00	191,190.82	32,100.46	4,227.68	219,063.60	37,377.40	85.42
01-60-01-53-0200	Communications	1,210.00	615.42	65.30	0.00	680.72	529.28	56.26
01-60-01-53-0380	Consulting Services	20,500.00	5,876.50	4,935.00	0.00	10,811.50	9,688.50	52.74
01-60-01-53-0410	IT Support	22,080.00	14,013.76	1,697.67	0.00	15,711.43	6,368.57	71.16
01-60-01-53-1310	Julie Notifications	1,000.00	912.44	0.00	0.00	912.44	87.56	91.24
01-60-01-53-3100	Maintenance of Equipment	3,500.00	1,818.71	149.82	0.00	1,968.53	1,531.47	56.24
01-60-01-53-3200	Maintenance of Vehicles	25,500.00	8,359.54	163.20	0.00	8,522.74	16,977.26	33.42
01-60-01-53-3400	Maintenance TrafficSt Lights	73,380.00	49,240.17	15,077.19	0.00	64,317.36	9,062.64	87.65
01-60-01-53-3550	Tree Maintenance	89,500.00	72,760.50	0.00	0.00	72,760.50	16,739.50	81.30
01-60-01-53-3600	Maintenance of Bldgs & Grounds	65,040.00	37,912.21	3,149.79	0.00	41,062.00	23,978.00	63.13
01-60-01-53-3610	Maintenance Sidewalks	55,000.00	55,757.62	0.00	0.00	55,757.62	-757.62	101.38
01-60-01-53-3620	Maintenance Streets	108,000.00	103,630.25	0.00	0.00	103,630.25	4,369.75	95.95
01-60-01-53-4100	Training	1,200.00	390.00	0.00	0.00	390.00	810.00	32.50
01-60-01-53-4250	Travel & Meeting	6,460.00	3,788.84	225.00	0.00	4,013.84	2,446.16	62.13
01-60-01-53-4300	Dues & Subscriptions	2,310.00	1,650.00	160.00	0.00	1,810.00	500.00	78.35
01-60-01-53-4400	Medical & Screening	1,550.00	451.00	255.00	0.00	706.00	844.00	45.55

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-60-01-53-5300	AdvertisingLegal Notice	1,000.00	517.63	13.24	0.00	530.87	469.13	53.09
01-60-01-53-5350	Dumping Fees	13.000.00	9.792.71	4.54	0.00	9,797.25	3,202.75	75.36
01-60-01-53-5400	Damage Claims	25,000.00	29,676.06	450.00	0.00	30,126.06	-5,126.06	120.50
01-60-01-53-5450	St Light Electricity	27,500.04	24,478.78	3,529.59	0.00	28,008.37	-508.33	101.85
01-60-05-53-5500	Collection & Disposal	1,067,161.00	713,972.67	88,560.83	0.00	802,533.50	264,627.50	75.20
01-60-05-53-5510	Leaf Disposal	68,000.00	78,626.69	0.00	0.00	78,626.69	-10,626.69	115.63
	<b>Contractual Services</b>	1,677,891.04	1,214,241.50	118,436.17	0.00	1,332,677.67	345,213.37	79.43
01-60-01-54-0100	Office Supplies	1,000.00	139.00	0.00	0.00	139.00	861.00	13.90
01-60-01-54-0200	Gas & Oil	19,551.00	14,094.77	3,760.03	0.00	17,854.80	1,696.20	91.32
01-60-01-54-0310	Uniforms	5,575.00	2,035.68	1,496.34	0.00	3,532.02	2,042.98	63.35
01-60-01-54-0500	Vehicle Parts	10,000.00	5,533.23	625.99	0.00	6,159.22	3,840.78	61.59
01-60-01-54-0600	Operating Supplies & Equipment	45,620.00	36,184.41	4,114.70	0.00	40,299.11	5,320.89	88.34
01-60-01-54-0800	Trees	22,000.00	26,852.00	0.00	0.00	26,852.00	-4,852.00	122.05
01-60-01-54-2100	Snow & Ice Control	39,930.00	8,685.34	18,569,94	0.00	27,255.28	12,674.72	68.26
01-60-05-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Materials & Supplies	144,176.00	93,524.43	28,567.00	0.00	122,091.43	22,084.57	84.68
01-60-01-57-5013	Transfer to CERF	115,087.00	86,315.22	9,590.58	0.00	95,905.80	19,181.20	83.33
	Other Financing Uses	115,087.00	86,315.22	9,590.58	0.00	95,905.80	19,181.20	83.33
60	Public Works	2,754,091.04	2,009,688.17	267,846.49	4,227.68	2,273,306.98	480,784.06	82.54
	Expense	15,998,830.04	10,650,844.70	1,430,706.44	45,935.89	12,035,615.25	3,963,214.79	75.23
01	Concerci Frend	242 002 04	<b>810 (72 07</b>	1 422 708 04	1 721 154 00	501 008 01	170 124 07	151.00
01	General Fund	343,093.04	819,673.07	1,432,708.94	1,731,154.00	521,228.01	-178,134.97	151.92

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02	Water & Sewer Fund							
00								
02-00-00-42-2360	Permit Fees	19,350.00	12,050.00	0.00	2,550.00	14,600.00	4,750.00	75.45
	Licenses & Permits	19,350.00	12,050.00	0.00	2,550.00	14,600.00	4,750.00	75.45
02-00-00-43-3100	Water Sales	3,296,587.00	2,513,951.50	0.00	242,399.89	2,756,351.39	540,235.61	83.61
02-00-00-43-3150	Sewer Sales	2,161,431.00	1,652,317.52	0.00	160,057.74	1,812,375.26	349,055.74	83.85
02-00-00-43-3160	Water Penalties	28,588.00	21,688.95	2,865.09	5,036.57	23,860.43	4,727.57	83.46
02-00-00-43-3515	NSF Fees	200.00	75.00	0.00	0.00	75.00	125.00	37.50
	Charges for Services	5,486,806.00	4,188,032.97	2,865.09	407,494.20	4,592,662.08	894,143.92	83.70
02-00-00-45-5100	Interest	13,486.00	15,572.75	0.00	1,563.49	17,136.24	-3,650.24	127.07
02-00-00-45-5200	Net Change in Fair Value	0.00	-119.03	0.00	153.01	33.98	-33.98	0.00
	Interest	13,486.00	15,453.72	0.00	1,716.50	17,170.22	-3,684.22	127.32
02-00-00-46-6410	Miscellaneous	5,000.00	800.00	0.00	200.00	1,000.00	4,000.00	20.00
02-00-00-46-6415	Reimbursement of	0.00	8,210.00	0.00	0.00	8,210.00	-8,210.00	0.00
02-00-00-46-6417	Expenses IRMA	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
02-00-00-46-6580	Reimbursements Sale of Meters	10,000.00	7,804.00	0.00	1,977.00	9,781.00	219.00	97.81
	Miscellaneous	17,000.00	16,814.00	0.00	2,177.00	18,991.00	-1,991.00	111.71
00		5,536,642.00	4,232,350.69	2,865.09	413,937.70	4,643,423.30	893,218.70	83.87
	Revenue	5,536,642.00	4,232,350.69	2,865.09	413,937.70	4,643,423.30	893,218.70	83.87
60	Public Works							
02-60-06-51-0200	Salaries Regular	772,629.00	589,697.38	65,568.21	0.00	655,265.59	117,363.41	84.81
02-60-06-51-1500	Specialists Pay	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00	100.00
02-60-06-51-1700	Overtime	12,000.00	2,009.39	0.00	1,482.93	526.46	11,473.54	4.39
02-60-06-51-1950	Insurance Refusal Reimb	338.00	277.50	50.00	0.00	327.50	10.50	96.89
02-60-06-51-3000	Part-Time Salaries	15,200.00	6,186.31	0.00	0.00	6,186.31	9,013.69	40.70
	<b>Personal Services</b>	802,267.00	600,270.58	65,618.21	1,482.93	664,405.86	137,861.14	82.82
02-60-06-52-0320	FICA	49,030.00	35,735.90	3,945.51	0.00	39,681.41	9,348.59	80.93
02-60-06-52-0325	Medicare	11,741.00	8,537.47	922.75	0.00	9,460.22	2,280.78	80.57
02-60-06-52-0330	IMRF	87,069.00	68,377.70	5,749.61	0.00	74,127.31	12,941.69	85.14
02-60-06-52-0375	Fringe Benefits	5,150.00	3,994.44	896.00	0.00	4,890.44	259.56	94.96
02-60-06-52-0400	Health Insurance	191,393.00	134,267.56	15,847.40	973.19	149,141.77	42,251.23	77.92
	TT 1/1 T	3,016.00	2,235.38	730.00	486.66	2,478.72	537.28	82.19
02-60-06-52-0420	Health Insurance - Retirees	5,010.00	2,235.50	100100	100100	_,	001120	

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-52-0430	VEBA Contributions Benefits	13,588.00 <b>361,422.00</b>	13,111.38 <b>266,602.12</b>	0.00 <b>28,270.90</b>	0.00 <b>1,586.71</b>	13,111.38 <b>293,286.31</b>	476.62 <b>68,135.69</b>	96.49 <b>81.15</b>
02-60-06-53-0100	Electricity	38,004.00	23,777.64	2,242.16	0.00	26,019.80	11,984.20	68.47
02-60-06-53-0200	Communications	6,780.00	5,647.70	258.95	0.00	5,906.65	873.35	87.12
02-60-06-53-0300	Auditing	9,075.00	9,075.00	0.00	0.00	9,075.00	0.00	100.00
02-60-06-53-0380	Consulting Services	8,500.00	0.00	0.00	0.00	0.00	8,500.00	0.00
02-60-06-53-0410	IT Support	66,270.00	21,920.73	2,459.67	0.00	24,380.40	41,889.60	36.79
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	2,271.00	912.44	0.00	0.00	912.44	1,358.56	40.18
02-60-06-53-2100	Bank Fees	31,558.00	19,806.14	1,776.42	0.00	21,582.56	9,975.44	68.39
02-60-06-53-2200	Liability Insurance	37,864.00	27,795.31	3,294.11	0.00	31,089.42	6,774.58	82.11
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	146,500.00	84,620.83	0.00	0.00	84,620.83	61,879.17	57.76
02-60-06-53-3055	Hydrant Maintenance	24,000.00	240.00	510.00	0.00	750.00	23,250.00	3.13
02-60-06-53-3200	Maintenance of Vehicles	8,000.00	9,046.42	0.00	0.00	9,046.42	-1,046.42	113.08
02-60-06-53-3300	Maint of Office Equipment	1,000.00	777.07	85.34	0.00	862.41	137.59	86.24
02-60-06-53-3600	Maintenance of Buildings	15,250.00	7,618.91	93.97	0.00	7,712.88	7,537.12	50.58
02-60-06-53-3620	Maintenance of Streets	8,000.00	15,556.35	0.00	0.00	15,556.35	-7,556.35	194.45
02-60-06-53-3630	Overhead Sewer Program	59,000.00	38,054.50	4,000.00	0.00	42,054.50	16,945.50	71.28
02-60-06-53-3640	SewerCatch Basin Repair	50,000.00	31,168.39	0.00	0.00	31,168.39	18,831.61	62.34
02-60-06-53-4100	Training	1,150.00	397.00	0.00	0.00	397.00	753.00	34.52
02-60-06-53-4250	Travel & Meeting	3,185.00	543.94	0.00	0.00	543.94	2,641.06	17.08
02-60-06-53-4300	Dues & Subscriptions	1,460.00	366.00	0.00	0.00	366.00	1,094.00	25.07
02-60-06-53-4350	Printing	6,309.00	3,872.34	149.34	0.00	4,021.68	2,287.32	63.75
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	12,490.00	6,121.00	485.00	0.00	6,606.00	5,884.00	52.89
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	8,936.19	0.00	0.00	8,936.19	11,063.81	44.68
02-60-06-53-5400	Damage Claims	4,000.00	7,615.75	163.16	0.00	7,778.91	-3,778.91	194.47
	Contractual Services	572,366.00	323,869.65	15,518.12	0.00	339,387.77	232,978.23	59.30
02-60-06-54-0100	Office Supplies	500.00	678.00	0.00	0.00	678.00	-178.00	135.60
02-60-06-54-0200	Gas & Oil	12,770.00	8,643.08	438.35	0.00	9,081.43	3,688.57	71.12
02-60-06-54-0310	Uniforms	1,475.00	322.34	348.50	0.00	670.84	804.16	45.48
02-60-06-54-0500	Vehicle Parts	8,000.00	3,844.66	0.00	0.00	3,844.66	4,155.34	48.06
02-60-06-54-0600	Operating Supplies	26,900.00	18,785.12	3,799.59	0.00	22,584.71	4,315.29	83.96
02-60-06-54-1300	Postage	9,000.00	5,565.20	9.35	0.00	5,574.55	3,425.45	61.94
02-60-06-54-2200	Water from Chicago	1,666,525.00	1,183,844.67	102,182.85	0.00	1,286,027.52	380,497.48	77.17
	Materials & Supplies	1,725,170.00	1,221,683.07	106,778.64	0.00	1,328,461.71	396,708.29	77.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-55-0500	Building Improvements	25,000.00	4,640.00	0.00	0.00	4,640.00	20,360.00	18.56
02-60-06-55-1150	Sewer System Improvements	175,000.00	173,989.80	0.00	0.00	173,989.80	1,010.20	99.42
02-60-06-55-1300	Water System Improvements	434,000.00	341,159.56	0.00	0.00	341,159.56	92,840.44	78.61
02-60-06-55-1400	Meter Replacement Program	16,000.00	15,708.38	328.00	0.00	16,036.38	-36.38	100.23
02-60-06-55-9100	Street Improvements Capital Outlay	70,000.00 <b>720,000.00</b>	70,105.33 <b>605,603.07</b>	0.00 <b>328.00</b>	0.00 <b>0.00</b>	70,105.33 <b>605,931.07</b>	-105.33 <b>114,068.93</b>	100.15 <b>84.16</b>
02-60-06-55-0010	Depreciation Expense	355,000.00	0.00	0.00	0.00	0.00	355,000.00	0.00
02 00 00 55 0010	Depreciation	355,000.00	0.00	0.00	0.00	0.00	355,000.00	0.00
02-60-06-56-0070	Series 08B Principal Series 08B Interest	170,000.00 6.970.00	170,000.00 6.970.00	$0.00 \\ 0.00$	0.00	170,000.00 6.970.00	0.00	100.00
02-60-06-56-0071 02-60-06-56-0102	Community Bank	49,813.00	49,823.50	0.00	$0.00 \\ 0.00$	49,823.50	0.00 -10.50	100.00 100.02
02-60-06-56-0103	Loan Principal Community Bank Loan Interest	696.00	477.09	0.00	0.00	477.09	218.91	68.55
02-60-06-56-0104	IEPA Loan Principal	620,893.00	620,892.54	0.00	0.00	620,892.54	0.46	100.00
02-60-06-56-0105	IEPA Loan Interest <b>Debt Service</b>	296,253.00 <b>1,144,625.00</b>	296,253.26 <b>1,144,416.39</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	296,253.26 <b>1,144,416.39</b>	-0.26 <b>208.61</b>	100.00 <b>99.98</b>
02-60-06-57-5013	Transfer to CERF	95,305.00	71,478.72	7,942.08	0.00	79,420.80	15,884.20	83.33
	Other Financing Uses	95,305.00	71,478.72	7,942.08	0.00	79,420.80	15,884.20	83.33
60	Public Works	5,776,155.00	4,233,923.60	224,455.95	3,069.64	4,455,309.91	1,320,845.09	77.13
	Expense	5,776,155.00	4,233,923.60	224,455.95	3,069.64	4,455,309.91	1,320,845.09	77.13
02	Water & Sewer Fund	239,513.00	1,572.91	227,321.04	417,007.34	-188,113.39	427,626.39	-78.54

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
03 00	Motor Fuel Tax Fund							
03-00-00-45-5100 03-00-00-45-5200	Interest Net Change in Fair Value	6,937.00 0.00	8,945.72 518.69	0.00 0.00	487.19 69.15	9,432.91 587.84	-2,495.91 -587.84	135.98 0.00
	Interest	6,937.00	9,464.41	0.00	556.34	10,020.75	-3,083.75	144.45
03-00-00-47-7090	State Grants and Reimbursemnts	116,000.00	0.00	0.00	0.00	0.00	116,000.00	0.00
03-00-00-47-7100	State Allotment Intergovernmental	287,679.00 <b>403,679.00</b>	217,078.48 217,078.48	0.00 <b>0.00</b>	24,238.45 <b>24,238.45</b>	241,316.93 241,316.93	46,362.07 <b>162,362.07</b>	83.88 <b>59.78</b>
00		410,616.00	226,542.89	0.00	24,794.79	251,337.68	159,278.32	61.21
	Revenue	410,616.00	226,542.89	0.00	24,794.79	251,337.68	159,278.32	61.21
00								
03-00-00-53-0390 03-00-00-53-2100	Engineering Fees Bank Fees	145,000.00 60.00	109,168.39 0.00	$\begin{array}{c} 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\end{array}$	109,168.39 0.00	35,831.61 60.00	75.29 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
	Contractual Services	195,060.00	109,168.39	0.00	0.00	109,168.39	85,891.61	55.97
03-00-00-55-9100	Street Improvement	455,000.00	347,335.52	0.00	0.00	347,335.52	107,664.48	76.34
	Capital Outlay	455,000.00	347,335.52	0.00	0.00	347,335.52	107,664.48	76.34
00		650,060.00	456,503.91	0.00	0.00	456,503.91	193,556.09	70.22
	Expense	650,060.00	456,503.91	0.00	0.00	456,503.91	193,556.09	70.22
03	Motor Fuel Tax Fund	239,444.00	229,961.02	0.00	24,794.79	205,166.23	34,277.77	85.68

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
05 00	Debt Service Fund							
05-00-00-41-1000 05-00-00-41-1021	Prior Yrs Taxes Property Taxes	125,173.00 136,163.00	119,633.11 0.00	$0.00 \\ 0.00$	225.53 40,904.56	119,858.64 40,904.56	5,314.36 95,258.44	95.75 30.04
	Current <b>Property Taxes</b>	261,336.00	119,633.11	0.00	41,130.09	160,763.20	100,572.80	61.52
05-00-00-45-5100	Interest Interest	1,711.00 <b>1,711.00</b>	3,314.58 <b>3,314.58</b>	0.00 <b>0.00</b>	120.73 <b>120.73</b>	3,435.31 <b>3,435.31</b>	-1,724.31 <b>-1,724.31</b>	200.78 <b>200.78</b>
			2,21100		120.70	<u></u>	1,721031	200170
00		263,047.00	122,947.69	0.00	41,250.82	164,198.51	98,848.49	62.42
	Revenue	263,047.00	122,947.69	0.00	41,250.82	164,198.51	98,848.49	62.42
<b>00</b> 05-00-00-53-2100	Bank Fees Contractual Services	1,500.00 <b>1,500.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	1,500.00 <b>1,500.00</b>	0.00 <b>0.00</b>
05-00-00-56-0033	2018 GO Bond	246,000.00	246,000.00	0.00	0.00	246,000.00	0.00	100.00
05-00-00-56-0034	Principal 2018 GO Bond	7,584.00	7,583.90	0.00	0.00	7,583.90	0.10	100.00
	Interest Debt Service	253,584.00	253,583.90	0.00	0.00	253,583.90	0.10	100.00
00		255,084.00	253,583.90	0.00	0.00	253,583.90	1,500.10	<u>99.41</u>
	Expense	255,084.00	253,583.90	0.00	0.00	253,583.90	1,500.10	<u>99.41</u>
05	Debt Service Fund	-7,963.00	130,636.21	0.00	41,250.82	89,385.39	-97,348.39	-1,122.51

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
09	Police Pension Fund							
<b>00</b> 09-00-00-45-5100 09-00-00-45-5200	Interest Net Change in Fair Value	461,605.00 1,085,918.00	364,769.69 -385,307.36	0.00 0.00	$0.00 \\ 0.00$	364,769.69 -385,307.36	96,835.31 1,471,225.36	79.02 -35.48
	Interest	1,547,523.00	-20,537.67	0.00	0.00	-20,537.67	1,568,060.67	-1.33
09-00-00-46-6410	Miscellaneous Revenue	0.00	50.00	0.00	0.00	50.00	-50.00	0.00
	Miscellaneous	0.00	50.00	0.00	0.00	50.00	-50.00	0.00
09-00-00-41-1100	Employer Contribution	1,483,000.00	711,649.01	0.00	209,145.77	920,794.78	562,205.22	62.09
09-00-00-46-7350	Employee Contribution	284,418.00	207,312.82	0.00	21,791.75	229,104.57	55,313.43	80.55
	Grants & Contributions	1,767,418.00	918,961.83	0.00	230,937.52	1,149,899.35	617,518.65	65.06
00		3,314,941.00	898,474.16	0.00	230,937.52	1,129,411.68	2,185,529.32	34.07
	Revenue	3,314,941.00	898,474.16	0.00	230,937.52	1,129,411.68	2,185,529.32	34.07
<b>00</b> 09-00-00-52-6100	Pensions	2,275,501.00	1,672,631.95	0.00	0.00	1,672,631.95	602,869.05	73.51
09-00-00-52-6150	Pension Refund Benefits	50,000.00 2,325,501.00	0.00 <b>1,672,631.95</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	0.00 1,672,631.95	50,000.00 652,869.05	0.00 <b>71.93</b>
09-00-00-53-0300	Audit Services	2,118.00	2,117.50	0.00	0.00	2,117.50	0.50	99.98
09-00-00-53-0350	Actuarial Services	3,000.00	3,507.50	0.00	0.00	3,507.50	-507.50	116.92
09-00-00-53-0360	Payroll Services	27,130.00	15,185.00	0.00	0.00	15,185.00	11,945.00	55.97
09-00-00-53-0380	Consulting Services	35,300.00	48,239.31	0.00	0.00	48,239.31	-12,939.31	136.66
09-00-00-53-0420	Legal Services	18,000.00	7,986.97	0.00	0.00	7,986.97	10,013.03	44.37
09-00-00-53-2100	Bank Fees	8,600.00	0.00	0.00	0.00	0.00	8,600.00	0.00
09-00-00-53-4100 09-00-00-53-4250	Training Traval & Maating	4,000.00	750.00 1,281.09	$\begin{array}{c} 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\end{array}$	750.00 1,281.09	3,250.00 1,718.91	18.75 42.70
09-00-00-53-4230	Travel & Meeting Dues & Subscriptions	3,000.00 815.00	795.00	0.00	0.00	795.00	20.00	42.70 97.55
09-00-00-53-4300	Medical & Screening	5,000.00	1,800.00	0.00	0.00	1,800.00	3,200.00	36.00
09-00-00-53-5300	AdvertisingLegal	100.00	0.00	0.00	0.00	0.00	100.00	0.00
07-00-00-55-5500	Notice	100.00	0.00	0.00	0.00	0.00	100.00	0.00
09-00-00-54-3100	Misc Expenditures	13,550.00	10,610.50	0.00	0.00	10,610.50	2,939.50	78.31
	Contractual Services	120,613.00	92,272.87	0.00	0.00	92,272.87	28,340.13	76.50
00		2 446 114 00	1,764,904.82	0.00	0.00	1 764 004 89	681,209.18	72 15
vv		2,446,114.00	1,/04,704.82	0.00	0.00	1,764,904.82	001,209.10	72.15

Account Numb	er Description	Budget	Beg Bal	Debits	Credits	<b>End Bal</b>	Remaining	% Exp/Col
	Expense	2,446,114.00	1,764,904.82	0.00	0.00	1,764,904.82	681,209.18	72.15
09	Police Pension Fund	-868,827.00	866,430.66	0.00	230,937.52	635,493.14	-1,504,320.14	-73.14

10       Fire Pension         00       InterestDivid         10-00-00-45-5200       InterestDivid         Net Change i       Value         10-00-00-45-5200       Revenue         10-00-00-41-1100       Employer         10-00-00-46-7350       Employee         00       Contribution         00       Revenue         00       Pensions         Benefits       Audit Servic         10-00-00-53-0300       Audit Servic         10-00-00-53-0300       Audit Servic         10-00-00-53-0300       Audit Servic         10-00-00-53-0300       Legal Servic         10-00-00-53-4100       Training         10-00-00-53-4100       Travel & Me         10-00-00-53-41300       Medical & S         10-00-00-54-1300       Misc Expende	dends 407,493.00 in Fair 616,199.00 <b>1,023,692.00</b> 1,324,000.00 193,520.00 1,517,520.00	238,986.41 -156,278.01 <b>82,708.40</b> 581,029.65 135,966.89 <u>716,996.54</u> <u>799,704.94</u> 1,332,827.56 <b>1,332,827.56</b>	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 <b>0.00</b> 170,732.89 14,115.73 <u>184,848.62</u> <u>184,848.62</u> 184,848.62 0.00	238,986.41 -156,278.01 <b>82,708.40</b> 751,762.54 150,082.62 <b>901,845.16</b> <u>984,553.56</u> <u>984,553.56</u>	168,506.59 772,477.01 <b>940,983.60</b> 572,237.46 43,437.38 <u>615,674.84</u> <u>1,556,658.44</u> 1,556,658.44	58.65 -25.36 <b>8.08</b> 56.78 77.55 <b>59.43</b> <b>38.74</b>
10-00-00-45-5100       InterestDivid         10-00-00-45-5200       Net Change i         Value       Interest         10-00-00-41-1100       Employer         10-00-00-46-7350       Employee         Contribution       Employee         Contribution       Grants &         Contribution       Grants &         00       Revenue         00       Pensions         Benefits       Actuarial Servic         10-00-00-53-0300       Audit Servic         10-00-00-53-0300       Audit Servic         10-00-00-53-0300       Egal Servic         10-00-00-53-0300       Legal Servic         10-00-00-53-4100       Training         10-00-00-53-4100       Training         10-00-00-53-4100       Training         10-00-00-53-4100       Training         10-00-00-53-4100       Training         10-00-00-53-4100       Medical & S         10-00-00-54-1300       Postage         10-00-00-54-3100       Misc Expende	in Fair 616,199.00 <b>1,023,692.00</b> 1,324,000.00 193,520.00 <b>1,517,520.00</b> <b>2,541,212.00</b> 1,862,337.00	-156,278.01 <b>82,708.40</b> 581,029.65 135,966.89 <u>716,996.54</u> <u>799,704.94</u> 1,332,827.56	0.00 <b>0.00</b> 0.00 <b>0.00</b> <b>0.00</b> <b>0.00</b> 0.00 0.00	0.00 <b>0.00</b> 170,732.89 14,115.73 <u>184,848.62</u> <u>184,848.62</u> 184,848.62	-156,278.01 82,708.40 751,762.54 150,082.62 901,845.16 984,553.56 984,553.56	772,477.01 940,983.60 572,237.46 43,437.38 <u>615,674.84</u> <u>1,556,658.44</u>	-25.36 <b>8.08</b> 56.78 77.55 <b>59.43</b> <b>38.74</b>
10-00-00-45-5200       Net Change i Value         10-00-00-41-1100       Employer Contribution         10-00-00-46-7350       Employee Contribution         10-00-00-46-7350       Employee Contribution         00       Grants & Contribution         00       Revenue         00       Pensions Benefits         10-00-00-52-6100       Pensions Benefits         10-00-00-53-0300       Audit Servic: Actuarial Ser         10-00-00-53-0300       Audit Servic: Dayroll Servi         10-00-00-53-0300       Legal Servic: Travel & Met         10-00-00-53-4100       Training         10-00-00-53-4100       Travel & Met         10-00-00-53-4100       Dues & Subs         10-00-00-53-4100       Medical & S         10-00-00-54-1300       Mesc Expende	in Fair 616,199.00 <b>1,023,692.00</b> 1,324,000.00 193,520.00 <b>1,517,520.00</b> <b>2,541,212.00</b> 1,862,337.00	-156,278.01 <b>82,708.40</b> 581,029.65 135,966.89 <u>716,996.54</u> <u>799,704.94</u> 1,332,827.56	0.00 <b>0.00</b> 0.00 <b>0.00</b> <b>0.00</b> <b>0.00</b> 0.00 0.00	0.00 <b>0.00</b> 170,732.89 14,115.73 <u>184,848.62</u> <u>184,848.62</u> 184,848.62	-156,278.01 82,708.40 751,762.54 150,082.62 901,845.16 984,553.56 984,553.56	772,477.01 940,983.60 572,237.46 43,437.38 <u>615,674.84</u> <u>1,556,658.44</u>	-25.36 <b>8.08</b> 56.78 77.55 <b>59.43</b> <b>38.74</b>
Value Interest           10-00-00-41-1100         Employer Contribution           10-00-00-46-7350         Employee Contribution           00         Grants & Contribution           00         Revenue           00         Interest           10-00-00-52-6100         Pensions Benefits           10-00-00-53-0300         Audit Servic: Actuarial Servic           10-00-00-53-0300         Legal Servic           10-00-00-53-0300         Legal Servic           10-00-00-53-0300         Training           10-00-00-53-0300         Legal Servic           10-00-00-53-4100         Training           10-00-00-53-4100         Travel & Me           10-00-00-53-4100         Travel & Me           10-00-00-53-4100         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-1300         Misc Expende	1,023,692.00 1,324,000.00 193,520.00 1,517,520.00 2,541,212.00 1,862,337.00	<b>82,708.40</b> 581,029.65 135,966.89 <u>716,996.54</u> <u>799,704.94</u> 1,332,827.56	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 170,732.89 14,115.73 184,848.62 184,848.62 184,848.62	82,708.40 751,762.54 150,082.62 901,845.16 984,553.56 984,553.56	940,983.60 572,237.46 43,437.38 <u>615,674.84</u> <u>1,556,658.44</u>	<ul> <li>8.08</li> <li>56.78</li> <li>77.55</li> <li>59.43</li> <li>38.74</li> </ul>
Interest           10-00-00-41-1100         Employer           10-00-00-46-7350         Employee           Contribution         Employee           Contribution         Grants &           Contribution         Grants &           00         Revenue           00         Pensions           Benefits         Actuarial Servic           10-00-00-53-0300         Audit Servic:           10-00-00-53-0300         Audit Servic           10-00-00-53-0300         Legal Servic           10-00-00-53-0300         Ensployer           10-00-00-53-0300         Natit Servic:           10-00-00-53-0300         Interest           10-00-00-53-0300         Payroll Servic           10-00-00-53-0300         Legal Servic:           10-00-00-53-4100         Training           10-00-00-53-4100         Training           10-00-00-53-4100         Training           10-00-00-53-4100         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expended	1,324,000.00 193,520.00 <b>1,517,520.00</b> <b>2,541,212.00</b> 1,862,337.00	581,029.65 135,966.89 <u>716,996.54</u> <u>799,704.94</u> 1,332,827.56	0.00 0.00 <u>0.00</u> <u>0.00</u> 0.00	170,732.89 14,115.73 <b>184,848.62</b> <u>184,848.62</u> 184,848.62	751,762.54 150,082.62 901,845.16 984,553.56 984,553.56	572,237.46 43,437.38 <u>615,674.84</u> <u>1,556,658.44</u>	56.78 77.55 <b>59.43</b> <u>38.74</u>
O0         Contribution           00         Grants & Contribution           00         Revenue           00         Revenue           00         Revenue           00         Revenue           010-00-00-52-6100         Pensions           Benefits         Actuarial Servic           10-00-00-53-0300         Audit Servic:           10-00-00-53-0300         Actuarial Servic           10-00-00-53-0380         Consulting S           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Servic           10-00-00-53-4100         Training           10-00-00-53-4100         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4100         Travel & Me           10-00-00-53-4100         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend	193,520.00 1,517,520.00 2,541,212.00 1,862,337.00	135,966.89 <u>716,996.54</u> <u>799,704.94</u> <u>799,704.94</u> 1,332,827.56	0.00 <u>0.00</u> <u>0.00</u> 0.00 0.00	14,115.73 184,848.62 184,848.62 184,848.62	150,082.62 901,845.16 984,553.56 984,553.56	43,437.38 <u>615,674.84</u> <u>1,556,658.44</u>	77.55 <u>59.43</u> <u>38.74</u>
10-00-00-46-7350       Employee Contribution Grants & Contribution         00       Revenue         00       Revenue         00       Pensions Benefits         10-00-00-52-6100       Pensions Identities         10-00-00-53-0300       Audit Service Actuarial Service         10-00-00-53-0360       Payroll Service         10-00-00-53-0380       Consulting S         10-00-00-53-0380       Consulting S         10-00-00-53-0380       Consulting S         10-00-00-53-0420       Legal Service         10-00-00-53-4100       Training         10-00-00-53-4100       Training         10-00-00-53-4100       Travel & Me         10-00-00-53-4100       Dues & Subs         10-00-00-53-4100       Medical & S         10-00-00-54-1300       Postage         10-00-00-54-3100       Misc Expender	193,520.00 <b>1,517,520.00</b> <b>2,541,212.00</b> <b>2,541,212.00</b> 1,862,337.00	<u>716,996.54</u> <u>799,704.94</u> 799,704.94 1,332,827.56	<u>0.00</u> <u>0.00</u> 0.00 0.00	<u>184,848.62</u> <u>184,848.62</u> 184,848.62	<u>901,845.16</u> <u>984,553.56</u> 984,553.56	<u>615,674.84</u> 1,556,658.44	<u>59.43</u> <u>38.74</u>
Grants & Contribution           00         Revenue           00         Revenue           00         Pensions Benefits           10-00-00-52-6100         Pensions Benefits           10-00-00-53-0300         Audit Service Actuarial Service           10-00-00-53-0360         Payroll Service           10-00-00-53-0380         Consulting S           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Service           10-00-00-53-4100         Training           10-00-00-53-4400         Medical & S           10-00-00-53-4100         Postage           10-00-00-54-1300         Misc Expende           10-00-00-54-3100         Misc Expende	ns <u>1,517,520.00</u> 2,541,212.00 2,541,212.00 1,862,337.00	<b>799,704.94</b> <b>799,704.94</b> 1,332,827.56	<u>0.00</u> 0.00 0.00	<u>184,848.62</u> 184,848.62	<u>984,553.56</u> 984,553.56	1,556,658.44	38.74
00         Revenue           00         10-00-00-52-6100         Pensions Benefits           10-00-00-53-0300         Audit Service           10-00-00-53-0300         Audit Service           10-00-00-53-0350         Actuarial Service           10-00-00-53-0360         Payroll Service           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Service           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Met           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expender	<b>2,541,212.0</b> 0 1,862,337.00	<b>799,704.94</b> 1,332,827.56	<b>0.00</b> 0.00	184,848.62	984,553.56		
00         Pensions           10-00-00-52-6100         Pensions           Benefits         Benefits           10-00-00-53-0300         Audit Service           10-00-00-53-0350         Actuarial Service           10-00-00-53-0360         Payroll Service           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Service           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Met           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Misc Expender           10-00-00-54-3100         Misc Expender	1,862,337.00	1,332,827.56	0.00			1,556,658.44	38.74
10-00-00-52-6100         Pensions Benefits           10-00-00-53-0300         Audit Service           10-00-00-53-0350         Actuarial Service           10-00-00-53-0360         Payroll Service           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Service           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Met           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Misc Expender           Contractual         Contractual				0.00			
Benefits           10-00-00-53-0300         Audit Servic           10-00-00-53-0350         Actuarial Servic           10-00-00-53-0360         Payroll Servic           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Servic           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Met           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expende				0.00			
10-00-00-53-0350         Actuarial Set           10-00-00-53-0360         Payroll Servit           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Servit           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend	, ,		0.00	0.00	1,332,827.56 <b>1,332,827.56</b>	529,509.44 <b>529,509.44</b>	71.57 <b>71.57</b>
10-00-00-53-0350         Actuarial Set           10-00-00-53-0360         Payroll Servit           10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Servit           10-00-00-53-0420         Legal Servit           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Met           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend	es 3,500.00	2,117.50	0.00	0.00	2,117.50	1,382.50	60.50
10-00-00-53-0380         Consulting S           10-00-00-53-0420         Legal Servic           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend		2,107.50	0.00	0.00	2,107.50	392.50	84.30
10-00-00-53-0420         Legal Servic           10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expender		10,600.00	0.00	0.00	10,600.00	3,410.00	75.66
10-00-00-53-2100         Bank Fees           10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expende		33,874.99	0.00	0.00	33,874.99	2,625.01	92.81
10-00-00-53-4100         Training           10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expende           Contractual         Contractual		1,337.50	0.00	0.00	1,337.50	8,662.50	13.38
10-00-00-53-4250         Travel & Me           10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend           Contractual         Contractual	4,200.00		0.00	0.00	5,332.38	-1,132.38	126.96
10-00-00-53-4300         Dues & Subs           10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend           Contractual         Contractual	3,000.00	320.00	0.00	0.00	320.00	2,680.00	10.67
10-00-00-53-4400         Medical & S           10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend           Contractual		0.00	0.00	0.00	0.00	1,000.00	0.00
10-00-00-54-1300         Postage           10-00-00-54-3100         Misc Expend           Contractual         Contractual		795.00	0.00	0.00	795.00	30.00	96.36
10-00-00-54-3100 Misc Expend Contractual	Creening 2,000.00 100.00	$\begin{array}{c} 0.00\\ 0.00\end{array}$	0.00 0.00	0.00 0.00	$\begin{array}{c} 0.00\\ 0.00\end{array}$	2,000.00 100.00	$\begin{array}{c} 0.00\\ 0.00\end{array}$
Contractual		6,506.05	0.00	0.00	6,506.05	2,503.95	72.21
		<b>62,990.92</b>	0.00	0.00	<b>62,990.92</b>	<b>23,654.08</b>	72.21
Services	80,043.00	02,990.92	0.00	0.00	02,990.92	23,034.08	12.70
00	1,948,982.00	1,395,818.48	0.00	0.00	1,395,818.48	553,163.52	71.62
Expense		1,395,818.48	0.00	0.00	1,395,818.48	553,163.52	71.62
10 Fire Pensior	1,948,982.00						

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
13	Capital Equip Replacement Fund							
<b>00</b> 13-00-00-45-5100	Interest	47,673.00	45,272.35	0.00	5,789.34	51,061.69	-3,388.69	107.11
13-00-00-45-5200	Net Change in Fair Value	0.00	11,233.27	0.00	1,583.44	12,816.71	-12,816.71	0.00
	Interest	47,673.00	56,505.62	0.00	7,372.78	63,878.40	-16,205.40	133.99
13-00-00-46-6410	Miscellaneous Miscellaneous	5,000.00 <b>5,000.00</b>	5,000.00 <b>5,000.00</b>	0.00 <b>0.00</b>	5,000.00 <b>5,000.00</b>	10,000.00 <b>10,000.00</b>	-5,000.00 <b>-5,000.00</b>	200.00 <b>200.00</b>
13-00-00-47-7001 13-00-00-47-7002	From General Fund Transfer from Water	424,171.00 95,305.00	318,128.22 71,478.72	$0.00 \\ 0.00$	35,347.58 7,942.08	353,475.80 79,420.80	70,695.20 15,884.20	83.33 83.33
13-00-00-48-8000	and Sewer Sale of Property	50,000.00	2,235.85	0.00	0.00	2,235.85	47,764.15	4.47
	Other Financing Sources	569,476.00	391,842.79	0.00	43,289.66	435,132.45	134,343.55	76.41
00		622,149.00	453,348.41	0.00	55,662.44	509,010.85	113,138.15	81.81
	Revenue	622,149.00	453,348.41	0.00	55,662.44	509,010.85	113,138.15	81.81
<b>00</b> 13-00-00-53-2100	Bank Fees Contractual Services	100.00 <b>100.00</b>	75.00 <b>75.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	75.00 <b>75.00</b>	25.00 <b>25.00</b>	75.00 <b>75.00</b>
13-00-00-55-8700 13-00-00-55-8720 13-00-00-55-8800 13-00-00-55-8850 13-00-00-55-8910 13-00-00-55-8925	Police Vehicles Police Equipment Fire Dept Vehicle Fire Dept Equipment PW Vehicles PW Equipment <b>Capital Outlay</b>	85,983.00 25,605.00 26,000.00 106,000.00 445,000.00 90,000.00 <b>778,588.00</b>	0.00 71,261.94 0.00 0.00 0.00 0.00 <b>71,261.94</b>	38,203.61 1,183.65 27,233.00 0.00 0.00 0.00 <b>66,620.26</b>	0.00 0.00 0.00 0.00 0.00 0.00 <b>0.00</b>	38,203.61 72,445.59 27,233.00 0.00 0.00 137,882.20	47,779.39 -46,840.59 -1,233.00 106,000.00 445,000.00 90,000.00 <b>640,705.80</b>	44.43 282.94 104.74 0.00 0.00 0.00 <b>17.71</b>
00		778,688.00	71,336.94	66,620.26	0.00	137,957.20	640,730.80	17.72
	Expense	778,688.00	71,336.94	66,620.26	0.00	137,957.20	640,730.80	17.72
13	Capital Equip Replacement Fund	156,539.00	-382,011.47	66,620.26	55,662.44	-371,053.65	527,592.65	-237.04

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
14	Capital Improvement Fund							
<b>00</b> 14-00-00-43-3200	Metra Daily Parking	10,654.00	8,642.44	0.00	0.00	8,642.44	2,011.56	81.12
14-00-00-43-3220	Fees Parking Lot Permit Fees	24,846.00	19,849.62	0.00	0.00	19,849.62	4,996.38	79.89
	Charges for Services	35,500.00	28,492.06	0.00	0.00	28,492.06	7,007.94	80.26
14-00-00-44-4240	Automated Traffic Enf Fines	809,343.00	612,731.86	600.00	61,332.68	673,464.54	135,878.46	83.21
	Fines & Forfeits	809,343.00	612,731.86	600.00	61,332.68	673,464.54	135,878.46	83.21
14-00-00-45-5100 14-00-00-45-5200	Interest Net Change in Fair Value	22,640.00 0.00	28,060.39 3,133.78	$0.00 \\ 0.00$	6,749.02 205.66	34,809.41 3,339.44	-12,169.41 -3,339.44	153.75 0.00
	Interest	22,640.00	31,194.17	0.00	6,954.68	38,148.85	-15,508.85	168.50
14-00-00-46-6532	Grants Grants & Contributions	0.00 <b>0.00</b>	41,159.62 <b>41,159.62</b>	0.00 <b>0.00</b>	33,840.38 33,840.38	75,000.00 <b>75,000.00</b>	-75,000.00 <b>-75,000.00</b>	0.00 <b>0.00</b>
00		867,483.00	713,577.71	600.00	102,127.74	815,105.45	52,377.55	<u>93.96</u>
	Revenue	867,483.00	713,577.71	600.00	102,127.74	815,105.45	52,377.55	93.96
<b>00</b> 14-00-00-53-4290	License Fees Contractual Services	12,000.00 <b>12,000.00</b>	12,000.00 <b>12,000.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	12,000.00 <b>12,000.00</b>	0.00 <b>0.00</b>	100.00 <b>100.00</b>
14-00-00-55-0500	Building Improvements	210,740.00	293,583.78	0.00	0.00	293,583.78	-82,843.78	139.31
14-00-00-55-1205	Streetscape Improvements	146,000.00	21,817.26	0.00	0.00	21,817.26	124,182.74	14.94
14-00-00-55-1210	Parking Lot Improvements	0.00	77,972.08	0.00	0.00	77,972.08	-77,972.08	0.00
14-00-00-55-1250 14-00-00-55-8620	Alley Improvements Information	950,000.00 258,660.00	232,565.42 45,025.92	0.00 24,059.24	0.00 2,953.80	232,565.42 66,131.36	717,434.58 192,528.64	24.48 25.57
14-00-00-55-9100	Technology Equipme Street Improvements Capital Outlay	20,000.00 <b>1,585,400.00</b>	0.00 <b>670,964.46</b>	0.00 <b>24,059.24</b>	0.00 <b>2,953.80</b>	0.00 <b>692,069.90</b>	20,000.00 <b>893,330.10</b>	0.00 <b>43.65</b>
00		1,597,400.00	682,964.46	24,059.24	2,953.80	704,069.90	893,330.10	44.08

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
	Expense	1,597,400.00	682,964.46	24,059.24	2,953.80	704,069.90	893,330.10	44.08
14	Capital Improvement Fund	729,917.00	-30,613.25	24,659.24	105,081.54	-111,035.55	840,952.55	-15.21

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
16 00	Economic Development Fund							
16-00-00-45-5100	Interest Interest	540.00 <b>540.00</b>	2,738.27 <b>2,738.27</b>	0.00 <b>0.00</b>	348.83 <b>348.83</b>	3,087.10 <b>3,087.10</b>	-2,547.10 <b>-2,547.10</b>	571.69 <b>571.69</b>
16-00-00-43-4025	Reimbursements from Villages	2,959.00	0.00	0.00	0.00	0.00	2,959.00	0.00
	Intergovernmental	2,959.00	0.00	0.00	0.00	0.00	2,959.00	0.00
00		3,499.00	2,738.27	0.00	348.83	3,087.10	411.90	88.23
	Revenue	3,499.00	2,738.27	0.00	348.83	3,087.10	411.90	88.23
<b>00</b> 16-00-00-53-0380 16-00-00-53-0420	Consulting Services Legal Services Contractual Services	18,445.00 25,000.00 <b>43,445.00</b>	0.00 1,002.80 <b>1,002.80</b>	0.00 0.00 <b>0.00</b>	0.00 0.00 <b>0.00</b>	0.00 1,002.80 <b>1,002.80</b>	18,445.00 23,997.20 <b>42,442.20</b>	0.00 4.01 <b>2.31</b>
16-00-00-55-4300	Other Improvements Capital Outlay	142,196.00 <b>142,196.00</b>	3,050.66 <b>3,050.66</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	3,050.66 <b>3,050.66</b>	139,145.34 <b>139,145.34</b>	2.15 2.15
00		185,641.00	4,053.46	0.00	0.00	4,053.46	181,587.54	2.18
	Expense	185,641.00	4,053.46	0.00	0.00	4,053.46	181,587.54	2.18
16	Economic Development Fund	182,142.00	1,315.19	0.00	348.83	966.36	181,175.64	0.53

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
31	TIF-Madison Street							
00								/
31-00-00-41-1000	Property Taxes-Prior	119,037.00	56,818.47	0.00	0.00	56,818.47	62,218.53	47.73
31-00-00-41-1021	Years Property	0.00	0.00	0.00	6,052.11	6,052.11	-6.052.11	0.00
51-00-00-41-1021	Taxes-Current Year	0.00	0.00	0.00	0,052.11	0,052.11	-0,052.11	0.00
	Property Taxes	119,037.00	56,818.47	0.00	6,052.11	62,870.58	56,166.42	52.82
31-00-00-45-5100	Interest	0.00	1,011.08	0.00	136.89	1,147.97	-1,147.97	0.00
51 00 00 15 5100	Interest	0.00	1,011.08	0.00	136.89	1,147.97	-1,147.97	0.00
			1,011:00			1,111,27	1,1107	
00		119,037.00	57,829.55	0.00	6,189.00	64,018.55	55,018.45	53.78
	Revenue	119,037.00	57,829.55	0.00	6,189.00	64,018.55	55,018.45	53.78
	Revenue	11,00,000	01,025,000	0.00	0,10,100	0 1,0 101000	20,010110	00110
00								
31-00-00-53-0100	Electricity & Natural Gas	0.00	660.53	218.48	0.00	879.01	-879.01	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	22,500.00	1,537.50	0.00	0.00	1,537.50	20,962.50	6.83
31-00-00-53-0425	Village Attorney	20,000.00	4,572.62	43.00	0.00	4,615.62	15,384.38	23.08
31-00-00-53-0440	Property Taxes	0.00	6,257.64	0.00	0.00	6,257.64	-6,257.64	0.00
31-00-00-53-4350	Printing	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
31-00-00-53-5300	AdvertisingLegal Notice	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
	Contractual Services	48,500.00	13,028.29	261.48	0.00	13,289.77	35,210.23	27.40
31-00-00-55-0700	Property Purchase	0.00	-2.00	0.00	0.00	-2.00	2.00	0.00
31-00-00-55-4300	Other Improvements	0.00	0.00	11,024.50	0.00	11,024.50	-11,024.50	0.00
	Capital Outlay	0.00	-2.00	11,024.50	0.00	11,022.50	-11,022.50	0.00
31-00-00-56-0081	Interest on Interfund	26,000.00	0.00	0.00	0.00	0.00	26,000.00	0.00
	Loan <b>Debt Service</b>	26 000 00	0.00	0.00	0.00	0.00	26,000,00	0.00
	Debt Service	26,000.00	0.00	0.00	0.00	0.00	26,000.00	0.00
00		74,500.00	13,026.29	11,285.98	0.00	24,312.27	50,187.73	32.63
vv		/4,300.00	13,020.29	11,203.90	0.00	<u> </u>	30,107.73	32.03
	Expense	74,500.00	13,026.29	11,285.98	0.00	24,312.27	50,187.73	32.63
	Ponio	74,500.00	15,040.27	11,200.70	0.00	<u> </u>	30,107.75	52.05

Account Numbe	r Description	Budget	Beg Bal	Debits	Credits	<b>End Bal</b>	Remaining	% Exp/Col
31	TIF-Madison Street	-44,537.00	-44,803.26	11,285.98	6,189.00	-39,706.28	-4,830.72	89.15

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
32	Tif - North Avenue							
<b>00</b> 32-00-00-45-5100	Interest	0.00	528.99	0.00	61.31	590.30	-590.30	0.00
52-00-00-45-5100	Interest	0.00	528.99	0.00	61.31	590.30	-590.30	0.00
32-00-00-47-7001	Transfer from	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00
	General Fund Other Financing Sources	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00
00		50,000.00	50,528.99	0.00	61.31	50,590.30	-590.30	101.18
	Revenue	50,000.00	50,528.99	0.00	61.31	50,590.30	-590.30	101.18
00								
32-00-00-53-0380	Consulting Services	20,000.00	3,675.00	0.00	0.00	3,675.00	16,325.00	18.38
32-00-00-53-0425 32-00-00-53-4350	Village Attorney Printing	25,000.00 2,500.00	9,687.50 0.00	0.00 0.00	0.00 0.00	9,687.50 0.00	15,312.50 2,500.00	38.75 0.00
32-00-00-53-5300	AdvertisingLegal	2,500.00	5,381.93	0.00	0.00	5,381.93	-2,881.93	215.28
52 00 00 55 5500	Contractual Services	50,000.00	<u>18,744.43</u>	<u>0.00</u>	<u>0.00</u>	<u>18,744.43</u>	<u>31,255.57</u>	<u>37.49</u>
00		50,000.00	18,744.43	0.00	0.00	18,744.43	31,255.57	37.49
	Expense	50,000.00	18,744.43	0.00	0.00	18,744.43	31,255.57	37.49
32	Tif - North Avenue	0.00	-31,784.56	0.00	61.31	-31,845.87	31,845.87	0.00

Account Number	• Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
35	Infrastructure Imp Bond Fund							
<b>00</b> 35-00-00-45-5100	Interest Interest	2,500.00 <b>2,500.00</b>	5,442.19 <b>5,442.19</b>	0.00 <b>0.00</b>	585.93 <b>585.93</b>	6,028.12 6,028.12	-3,528.12 -3,528.12	241.12 241.12
00		2,500.00	5,442.19	0.00	585.93	6,028.12	-3,528.12	241.12
	Revenue	2,500.00	5,442.19	0.00	585.93	6,028.12	-3,528.12	241.12
<b>00</b> 35-00-00-55-9100	Street Improvements Capital Outlay	250,000.00 <b>250,000.00</b>	181,688.58 <b>181,688.58</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	181,688.58 <b>181,688.58</b>	68,311.42 68,311.42	72.68 <b>72.68</b>
00		250,000.00	181,688.58	0.00	0.00	181,688.58	68,311.42	72.68
	Expense	250,000.00	181,688.58	0.00	0.00	181,688.58	68,311.42	72.68
35	Infrastructure Imp Bond Fund	247,500.00	176,246.39	0.00	585.93	175,660.46	71,839.54	70.97

Vill	lage of	River Forest Investme	ents		ear 2019 n 02/28/2019			
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	\$205,725.51
01	2017-12	Ally Bank	01.650%	6/29/2017	7/1/2019	\$247,000.00	\$247,000.00	\$246,437.33
01	2018-18	MB Financial	02.270%	7/3/2018	7/4/2019	\$508,489.94	\$508,489.94	\$514,325.38
01	2018-26	MB Financial	02.350%	10/5/2018	7/5/2019	\$213,824.92	\$213,824.92	\$215,091.47
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	\$246,778.44
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	\$247,227.87
01	2017-06	Capital One Bank	01.800%	3/8/2017	3/9/2020	\$247,000.00	\$247,000.00	\$245,208.51
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	\$329,072.70
								\$3,701,967.21
02	2017-08	Keybank	01.400%	4/12/2017	4/12/2019	\$248,487.44	\$248,000.00	\$247,785.23
02	2018-17	Mainstreet Bank	02.525%	7/18/2018	7/18/2019	\$243,800.00	\$243,800.00	\$243,800.00
								\$491,585.23
03	2018-08	Washington Trust Company	01.510%	9/8/2017	3/8/2019	\$151,200.27	\$151,000.00	\$150,979.31

Vill	lage of	River Forest Investme	ents		'ear 2019 n 02/28/2019			
Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								\$150,979.31
13	2018-11	Stearns Bank	01.350%	11/1/2017	5/3/2019	\$248,021.68	\$249,000.00	\$248,612.56
13	2018-27	MB Financial	02.350%	10/5/2018	7/5/2019	\$213,824.93	\$213,824.93	\$215,091.47
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	\$245,910.98
13	2018-10	Morgan Stanley Bank	01.750%	11/9/2017	11/12/2019	\$247,000.00	\$247,000.00	\$245,889.98
13	2018-29	Cornerstone Bank - NY	02.889%	12/10/2018	6/8/2020	\$239,200.00	\$239,200.00	\$239,200.00
13	2018-31	Citibank	03.000%	12/21/2018	12/21/2020	\$246,237.36	\$246,000.00	\$247,658.78
13	2019-01	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$195,838.00
								\$2,607,573.68
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	\$246,865.92
14	2019-02	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$195,838.00
14	2019-04	Pacific Western Bank	03.300%	2/6/2019	2/8/2021	\$234,600.00	\$234,600.00	\$234,600.00
								\$920,803.92

\$7,872,909.35

#### MEMORANDUM



Date: March 6, 2019

To: Eric Palm, Village Administrator

From: Rosey McAdams, Director of Finance

Subject: Expenditures – February 2019

Attached for your review and approval is a list of payments made to vendors by account number for the period from February 1-28, 2019. The total payments made for the period, including payrolls, are as follows:

### VILLAGE OF RIVER FOREST EXPENDITURES MONTH ENDED FEBRUARY 28, 2019

FUND	FUND #	# VENDORS		PAYROLLS		TOTAL
	01	ሱ	EZ4 400 00	¢ 400 740 00	۴	000 000 00
General Fund	01	\$	574,489.26	\$ 408,743.00	\$	983,232.26
Water & Sewer Fund	02		164,749.66	45,155.28		209,904.94
Motor Fuel Tax	03		-	-		-
Debt Service	05		-	-		-
Capital Equip Replacement	13		66,620.26	-		66,620.26
Capital Improvement Fund	14		21,105.44	-		21,105.44
Economic Development Fund	16		-	-		-
TIF-Madison	31		11,285.98	-		11,285.98
TIF-North	32		-	-		-
Infrastructure Imp Fund	35		-	-		-
Total Village Expenditures	_	\$	838,250.60	\$ 453,898.28	\$	1,292,148.88

#### **Requested Board Actions:**

- **1.** Motion to Approve the February 2019 Accounts Payable and Payroll transactions totaling \$1,280,862.90.
- **2.** Motion to Approve the February 2019 Accounts Payable transactions for the TIF-Madison Street Fund (31) totaling \$11,285.98.

# Accounts Payable

## Transactions by Account

 User:
 rmcadams

 Printed:
 03/05/2019 - 2:29PM

 Batch:
 00000.00000



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-16-0010	Environmental Systems Research In	ANNUAL GIS LICENSE RENEWAL	02/15/2019	48561	700.00	
		Vendor Subtotal for	Division:00		700.00	
01-00-00-16-0010	Midwest Leadership Institute	MIDWEST LEADERSHIP INSTITUT	02/15/2019	48584	1,277.24	
		Vendor Subtotal for	Division:00		1,277.24	
01-00-00-16-0010 01-00-00-16-0010		NIPAS 2019-2020 MEMBERSHIP DU 2019-2020 MOBILE FIELD FORCE/(	02/28/2019 02/28/2019	48659 48659	400.00 1,005.00	
		Vendor Subtotal for	Division:00		1,405.00	
01-00-00-17-0010 01-00-00-17-0010	Avalon Petroleum Company Avalon Petroleum Company	GASOLINE AND/OR DIESEL FUEL GASOLINE AND/OR DIESEL FUEL	02/15/2019 02/15/2019	48541 48541	3,027.70 4,327.50	
		Vendor Subtotal for	Division:00		7,355.20	
01-00-00-17-0030	River Forest Township	CAB COUPON BOOKLETS (20 @ \$	02/15/2019	48599	140.00	
		Vendor Subtotal for	Division:00		140.00	
01-00-00-21-0015 01-00-00-21-0015	State Treasurer State Treasurer	PR Batch 00015.02.2019 State Income PR Batch 00028.02.2019 State Income	02/15/2019 02/28/2019	999895 999889	11,955.13 11,467.92	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO N
		Vendor Subtotal for	Division:00		23,423.05	
01-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 FICA Emplo	02/15/2019	999896	5,738.47	
01-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 FICA Emplo	02/15/2019	999896	5,738.47	
01-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Medicare En	02/15/2019	999896	4,032.87	
01-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Medicare En	02/15/2019	999896	4,032.87	
01-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Federal Inco	02/15/2019	999896	30,861.97	
)1-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Federal Inco	02/28/2019	999890	29,163.00	
01-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Medicare En	02/28/2019	999890	3,840.33	
01-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Medicare En	02/28/2019	999890	3,840.33	
01-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 FICA Emplo	02/28/2019	999890	4,822.64	
1-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 FICA Emplo	02/28/2019	999890	4,822.64	
		Vendor Subtotal for	Division:00		96,893.59	
01-00-00-21-0026	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	5.23	
		Vendor Subtotal for	Division:00		5.23	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	1,083.58	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	5,948.38	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF-Volun	02/28/2019	999887	189.13	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	2,925.38	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF-Volun	02/28/2019	999887	1,597.49	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	532.91	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887	7,090.56	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF-Volun	02/15/2019	999887	1,793.61	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887	3,487.12	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887	1,249.14	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887	614.33	
1-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF-Volun	02/15/2019	999887	301.68	
		Vendor Subtotal for	Division:00		26,813.31	
N1 00 00 21 0040			02/15/2010	000002	2 420 00	
01-00-00-21-0040	ICMA Retirement Corporation - 302		02/15/2019	999893	3,429.99	
01-00-00-21-0040	ICMA Retirement Corporation - 302		02/15/2019	999893	1,297.94	
)1-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00028.02.2019 ICMA	02/28/2019	999886	1,484.95	

AP-Transactions by Account (03/05/2019 - 2:29 PM)

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00028.02.2019 ICMA	02/28/2019	999886	3,430.12	
		Vendor Subtotal for	Division:00		9,643.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA %	02/15/2019	999891	743.91	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA Loan R	02/15/2019	999891	50.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA Roth %	02/15/2019	999891	1,268.27	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA Roth	02/15/2019	999891	75.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA Flat	02/15/2019	999891	2,063.06	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA Roth	02/28/2019	999884	75.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA %	02/28/2019	999884	781.66	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA Loan R	02/28/2019	999884	50.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA Roth %	02/28/2019	999884	1,266.84	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA Flat	02/28/2019	999884	2,063.08	
		Vendor Subtotal for	Division:00		8,436.82	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00015.02.2019 VEBA Contr	02/15/2019	999892	3,218.96	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00028.02.2019 VEBA Contr	02/28/2019	999885	3,194.82	
		Vendor Subtotal for	Division:00		6,413.78	
01-00-00-21-0050	Illinois Fraternal Order of Police Lab	PR Batch 00028.02.2019 Police Union	02/28/2019	5980	1,161.00	
		Vendor Subtotal for	Division:00		1,161.00	
01-00-00-21-0050		HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	5,390.24	
01-00-00-21-0050	-	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	1,256.18	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	18.03	
		Vendor Subtotal for	Division:00		6,664.45	
01-00-00-21-0050	International Union of Operating En	PR Batch 00028.02.2019 Public Works	02/28/2019	5981	359.75	
01-00-00-21-0050		PR Batch 00015.02.2019 Public Works	02/15/2019	5981	430.30	
		Vendor Subtotal for	Division:00		790.05	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0050 01-00-00-21-0050		PR Batch 00028.02.2019 Public Work: PR Batch 00015.02.2019 Public Work:	02/28/2019 02/15/2019	5982 5982	70.72 84.45	
		Vendor Subtotal for	Division:00		155.17	
01-00-00-21-0050 01-00-00-21-0050	NCPERS Group Life Ins. NCPERS Group Life Ins.	PR Batch 00028.02.2019 Supplementa PR Batch 00015.02.2019 Supplementa	02/28/2019 02/15/2019	5983 5983	47.95 49.99	
		Vendor Subtotal for	Division:00		97.94	
01-00-00-21-0050 01-00-00-21-0050	State Disbursement Unit State Disbursement Unit	PR Batch 00015.02.2019 Doran-17031 PR Batch 00028.02.2019 Doran-17031	02/15/2019 02/28/2019	999894 999888	434.50 434.50	
		Vendor Subtotal for	Division:00		869.00	
01-00-00-25-0021	Carmen & Sons Concrete LLC	REFUND APRON DEPOSIT	02/28/2019	48627	150.00	
		Vendor Subtotal for	Division:00		150.00	
01-00-00-25-0021 01-00-00-25-0021	Larry Venzera Larry Venzera	REFUND DUMPSTER DEPOSIT REFUND APRON DEPOSITS (CIRC	02/15/2019 02/28/2019	48613 48675	350.00 300.00	
		Vendor Subtotal for	Division:00		650.00	
01-00-00-25-0054	Klein Thorpe and Jenkins Ltd	CHICAGO & HARLEM DEVELOPN	02/28/2019	0	64.50	
		Vendor Subtotal for	Division:00		64.50	
01-00-00-41-1450	Kate Smith	REFUND TRANSFER TAX STAMP	02/28/2019	48666	159.00	
		Vendor Subtotal for	Division:00		159.00	
01-00-00-42-2120	Marcelo Lanzarotti	REFUND OVERPAYMENT OF VEH	02/15/2019	48580	22.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	r Division:00		22.50	
01-00-00-42-2120	Brett & Melissa Lutz	REFUND OVERPAYMENT OF VEH	02/15/2019	48581	42.50	
		Vendor Subtotal for	r Division:00		42.50	
01-00-00-42-2120	Sakthivel Periyasamy	REFUND OVERPAYMENT OF VEH	02/15/2019	48594	42.50	
		Vendor Subtotal for	r Division:00		42.50	
01-00-00-42-2120	Daniel Regan	REFUND OVERPAYMENT OF VEH	02/28/2019	48663	42.50	
		Vendor Subtotal for	r Division:00		42.50	
01-00-00-43-3550	Paramedic Billing Services Inc	PBS FEE/JAN 2019	02/15/2019	48592	185.43	
		Vendor Subtotal for	r Division:00		185.43	
01-00-00-44-4300	Municipal Collection Services Inc	LOCAL ORDINANCE COLLECTIO	02/15/2019	0	42.00	
		Vendor Subtotal for	r Division:00		42.00	
01-10-00-52-0350	West Central Municipal Conference	EAP ADMINISTRATION	02/28/2019	48678	1,804.14	
		Vendor Subtotal for	r Division:10		1,804.14	
01-10-00-52-0400	Intergovernmental Personnel Bene	fit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	5,540.68	
		Vendor Subtotal for	r Division:10		5,540.68	
01-10-00-52-0420 01-10-00-52-0420		efit HEALTH/LIFE/DENTAL BREAKDO efit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019 02/01/2019	182 182	1,446.61 5.70	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	Division:10		1,452.31	
01-10-00-52-0425	Intergovernmental Personnel Benefi	it HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	86.70	
		Vendor Subtotal for	Division:10		86.70	
01-10-00-53-0200	AT&T	MONTHLY ELEVATOR CHARGES	02/15/2019	48539	338.53	
		Vendor Subtotal for	Division:10		338.53	
01-10-00-53-0200	AT&T	HIGH SPEED INTERNET	02/15/2019	48540	76.91	
		Vendor Subtotal for	Division:10		76.91	
01-10-00-53-0200	CALL ONE	MONTHLY PHONE SERVICE	02/15/2019	48546	427.32	
		Vendor Subtotal for	Division:10		427.32	
01-10-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	02/15/2019	0	77.91	
		Vendor Subtotal for	Division:10		77.91	
01-10-00-53-0380	Houseal Lavigne Associates	CONSULTING SERVICES	02/15/2019	48572	780.00	
		Vendor Subtotal for	Division:10		780.00	
01-10-00-53-0380	KLOA Inc	SAFE WALKING ROUTES TO SCH	02/28/2019	48650	1,499.11	
		Vendor Subtotal for	Division:10		1,499.11	
01-10-00-53-0380 01-10-00-53-0380	Total Administrative Services Corp Total Administrative Services Corp	VEBA/FLEX ADMIN FEES COBRA ADMIN FEE	02/15/2019 02/28/2019	48610 48671	622.70 71.00	
		Vendor Subtotal for	Division:10		693.70	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-0410 01-10-00-53-0410	Card Services Card Services	RFHAPPENINGS.COM REGISTRAT COMPUTER SPEAKERS/S PHYFER	02/28/2019 02/28/2019	183 183	52.49 9.99	
01-10-00-33-0410	Card Services	COMPUTER SPEAKER5/5 PHTFER	02/28/2019	185	9.99	
		Vendor Subtotal for	Division:10		62.48	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY19 - IT SUPPORT POLICE DEPT/	02/15/2019	0	675.00	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY19 - IT SUPPORT/DEC 2018	02/15/2019	0	2,798.75	
		Vendor Subtotal for	Division:10		3,473.75	
01-10-00-53-0410	Webitects	COMMUNITY CALENDAR (FIFTH	02/15/2019	48616	3,848.00	
01-10-00-53-0410	Webitects	WEBSITE HOSTING/FEB 2019	02/15/2019	48616	235.00	
		Vendor Subtotal for	Division:10		4,083.00	
01-10-00-53-0410	ZOHO Corporation#4926	MANAGE ENGINE AD AUDIT	02/28/2019	48680	1,335.00	
		Vendor Subtotal for	Division:10		1,335.00	
01-10-00-53-0429	Third Millennium	VEHICLE STICKER ONLINE SERV	02/15/2019	48609	49.95	
		Vendor Subtotal for	Division:10		49.95	
01-10-00-53-1250	Illinois Dept of Employment Securit	UNEMPLOYMENT BENEFITS - D I	02/28/2019	48645	8,151.00	
		Vendor Subtotal for	Division:10		8,151.00	
01-10-00-53-3300	De Lage Landen Financial Sves Inc	MONTHLY LEASING (3) COPIERS/	02/15/2019	48556	504.99	
		Vendor Subtotal for	Division:10		504.99	
01-10-00-53-3300	Regal Business Machines Inc	(3) COPIERS MAINTENANCE & CC	02/15/2019	48596	259.57	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	r Division:10		259.57	
01-10-00-53-4100	IPELRA	IPELRA TRAINING/J PAPE	02/15/2019	48576	159.00	
		Vendor Subtotal for	r Division:10		159.00	
01-10-00-53-4100	Midwest Leadership Institute	MIDWEST LEADERSHIP INSTITU	02/15/2019	48584	1,021.76	
		Vendor Subtotal for	r Division:10		1,021.76	
01-10-00-53-4100	Morrison Associates Ltd	LEADERSHIP DEVELOPMENT/E P.	02/28/2019	48655	1,500.00	
		Vendor Subtotal for	r Division:10		1,500.00	
01-10-00-53-4250	Card Services	HOTEL STAY D.C. INNOVATION C	02/28/2019	183	168.98	
		Vendor Subtotal for	r Division:10		168.98	
01-10-00-53-4250	Village of River Forest	TRANSPORTATION DURING COLI	02/28/2019	48676	18.33	
		Vendor Subtotal for	r Division:10		18.33	
01-10-00-53-4250	West Central Municipal Conferenc	e LEGISLATIVE BREAKFAST 2/9/19	02/28/2019	48678	330.00	
		Vendor Subtotal for	r Division:10		330.00	
01-10-00-53-4300	Pioneer Press	FOREST LEAVES SUBSCRIPTION	02/15/2019	48595	32.50	
		Vendor Subtotal for	r Division:10		32.50	
01-10-00-53-4300	Wednesday Journal Inc	SPONSORSHIP - VILLAGERS OF T	02/15/2019	0	2,500.00	
		Vendor Subtotal for	r Division:10		2,500.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-5600 01-10-00-53-5600	Card Services Card Services	LUNCH FOR OFFICE - JAN 30, 2019 EASY SAVINGS REBATE BY LOU 1	02/28/2019 02/28/2019	183 183	69.60 -2.78	
		Vendor Subtotal for	Division:10		66.82	
01 10 00 54 0100		DATTERIES FOR OFFICE	02/28/2010	102	21.00	
01-10-00-54-0100	Card Services	BATTERIES FOR OFFICE	02/28/2019	183	31.98	
01-10-00-54-0100	Card Services	OFFICE COPY PAPER & FACIAL TI	02/28/2019	183	307.01	
01-10-00-54-0100	Card Services	#1095 DOUBLE WINDOW ENVELC	02/28/2019	183	63.50	
01-10-00-54-0100 01-10-00-54-0100	Card Services Card Services	SPACE HEATER COFFEE FOR OFFICE	02/28/2019 02/28/2019	183 183	83.99 96.28	
		Vendor Subtotal for	Division:10		582.76	
01-10-00-54-0100	Cintas #769	LOBBY MATS/FEB 2019	02/15/2019	48548	45.75	
01-10-00-54-0100	Cintas #769	LOBBY MATS/JAN 2019	02/15/2019	48548	45.75	
		Vendor Subtotal for	Division:10		91.50	
01-10-00-54-0100	Classic Graphic Industries Inc	PAYROLL CHECKS (#6000 - #6999)	02/28/2019	48630	168.28	
		Vendor Subtotal for	Division:10		168.28	
01-10-00-54-0100	Datasource Ink	TONER/FRONT COUNTER	02/28/2019	48636	390.00	
		Vendor Subtotal for	· Division:10		390.00	
01-10-00-54-1300	Village of River Forest	EXPEDITED SHIPPING TO ENSUR	02/28/2019	48676	7.35	
		Vendor Subtotal for	Division:10		7.35	
01 15 00 52 0290	The sector from Associate		02/15/2010	49570	1 (50 55	
01-15-00-53-0380 01-15-00-53-0380	Houseal Lavigne Associates Houseal Lavigne Associates	COMPREHENSIVE PLAN SERVICE CONSULTING SERVICES	02/15/2019 02/15/2019	48572 48572	1,650.55 572.50	
		Vendor Subtotal for	Division:15		2,223.05	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-15-00-53-5300	Wednesday Journal Inc	LEGAL NOTICE: 1427 JACKSON A'	02/15/2019	0	147.00	
		Vendor Subtotal for	Division:15		147.00	
01-20-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	3,581.75	
		Vendor Subtotal for	Division:20		3,581.75	
01-20-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	11.20	
		Vendor Subtotal for	Division:20		11.20	
01-20-00-53-0370	Envirosafe	PEST CONTROL	02/15/2019	48562	235.00	
		Vendor Subtotal for	Division:20		235.00	
01-20-00-53-0370	Kelty Lawn Care	SNOW REMOVAL-LAKE & LATHR	02/15/2019	48578	160.00	
		Vendor Subtotal for	Division:20		160.00	
01-20-00-53-0370	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & N	02/15/2019	0	13.97	
		Vendor Subtotal for	Division:20		13.97	
01-20-00-53-1300 01-20-00-53-1300 01-20-00-53-1300		SOLAR PANEL REVIEW/1100 KEY: PLAN REVIEW/755 WILLIAM ST JANUARY 2019 INSPECTIONS	02/15/2019 02/15/2019 02/28/2019	48542 48542 48622	225.00 440.00 3,515.00	
		Vendor Subtotal for	Division:20		4,180.00	
01-20-00-53-1305	B&F Construction Code Services Ind	SOLAR PANEL REVIEW/815 FRAN	02/15/2019	48542	225.00	
Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
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		Vendor Subtotal for	Division:20		225.00	
01-20-00-53-1305	Baxter & Woodman	CHICAGO & HARLEM - 1ST ENGI	02/28/2019	48623	352.50	
		Vendor Subtotal for	Division:20		352.50	
01-20-00-53-4300	The American Assoc of Code Enfo	rce (1) YR MEMBERSHIP	02/15/2019	48537	75.00	
		Vendor Subtotal for	Division:20		75.00	
01-30-00-53-0420	Clark Baird Smith LLP	EMPLOYMENT LAW SERVICES	02/28/2019	48629	1,078.75	
		Vendor Subtotal for	Division:30		1,078.75	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	TIF ISSUES (2008)	02/28/2019	0	838.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	FINANCE/ADMIN ADVISORY	02/28/2019	0	7,836.67	
01-30-00-53-0425 01-30-00-53-0425	Klein Thorpe and Jenkins Ltd Klein Thorpe and Jenkins Ltd	POLICE ADVISORY 516 PARK AVE LITIGATION	02/28/2019 02/28/2019	0	453.00 2,668.30	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd Klein Thorpe and Jenkins Ltd	RIVER FOREST TOWN CENTER	02/28/2019	0	2,008.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Etd	B NOLAN FIREFIGHTER PENSION	02/28/2019	0	449.32	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	M THORNLEY POLICE OFFICER P	02/28/2019	0	1,059.10	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	WEST LAKE ST BUSINESS DISTRI	02/28/2019	0	881.50	
		Vendor Subtotal for	Division:30		14,350.20	
01-30-00-53-0426	Klein Thorpe and Jenkins Ltd	LOCAL PROSECUTION	02/28/2019	0	1,000.00	
		Vendor Subtotal for	Division:30		1,000.00	
01-40-00-52-0400	Intergovernmental Personnel Bene	fit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	47,538.25	
		Vendor Subtotal for	Division:40		47,538.25	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-52-0420 01-40-00-52-0420	Benistar/Hartford-6795 Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS RETIREE INSURANCE PREMIUMS	02/15/2019 02/28/2019	48544 48625	7,743.67 7,743.67	
		Vendor Subtotal for		10025	15,487.34	
01-40-00-52-0420 01-40-00-52-0420	-	HEALTH/LIFE/DENTAL BREAKDO HEALTH/LIFE/DENTAL BREAKDO	02/01/2019 02/01/2019	182 182	11,350.00 51.30	
		Vendor Subtotal for	Division:40		11,401.30	
01-40-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	593.48	
	Vendor Subtotal for Division:40				593.48	
01-40-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BI	02/12/2019	181	221.58	
		Vendor Subtotal for	Division:40		221.58	
01-40-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & N	02/15/2019	0	65.95	
01-+0-00-55-0200	venzon i manenai services elle	Vendor Subtotal for		0	65.95	
		vendor Subtotal for	DIVISION.40		05.75	
01-40-00-53-0385	Hon. Perry J Gulbrandsen Ret.	ADJUDICATION HEARING SERVIC	02/15/2019	48570	600.00	
		Vendor Subtotal for	Division:40		600.00	
01-40-00-53-0410	Thomson Reuters-West	CP CLEAR MONTHLY SUBSCRIPT	02/28/2019	48670	180.25	
		Vendor Subtotal for	Division:40		180.25	
01-40-00-53-3100	Range Systems Inc	RANGE MAINTENANCE	02/28/2019	48662	642.30	

AP-Transactions by Account (03/05/2019 - 2:29 PM)

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	Division:40		642.30	
01-40-00-53-3200	CAMZ Communications Inc	REPLACED PD CAR #4 BROKEN S	02/15/2019	48547	95.00	
01-40-00-53-3200	CAMZ Communications Inc	VEHICLE MAINTENANCE ON CAI	02/28/2019	48626	95.00	
		Vendor Subtotal for	Division:40		190.00	
01-40-00-53-3200	Card Services	PD VEHICLE MAINTENANCE SUP	02/28/2019	183	62.99	
01-40-00-53-3200	Card Services	FUEL ADDITIVE FOR POLICE DEP	02/28/2019	183	56.85	
01-40-00-53-3200	Card Services	FUEL ADDITIVE FOR POLICE DEP	02/28/2019	183	62.61	
		Vendor Subtotal for	Division:40		182.45	
01-40-00-53-3200	Leonard M Bulat	DECALS FOR NEW PD VEHICLE #	02/15/2019	48545	755.00	
01-40-00-53-3200	Leonard M Bulat	INSTALLATION OF STRIPING & D	02/15/2019	48545	755.00	
		Vendor Subtotal for	Division:40		1,510.00	
01-40-00-53-3200	CDS Office Technologies Inc	SQUAD CAR PRINTER MOUNT	02/28/2019	0	315.00	
		Vendor Subtotal for	Division:40		315.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	02/15/2019	0	24.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	02/15/2019	0	488.89	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 DODGE CHARGER	02/15/2019	0	24.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2013 FORD EXPLORER #	02/15/2019	0	1,094.91	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 FORD EXPLORER #	02/15/2019	0	35.00	
		Vendor Subtotal for	Division:40		1,666.80	
01-40-00-53-3200	W.C. Schauer Hardware	PD VEHICLE MAINTENANCE SUP	02/15/2019	48601	27.84	
01-40-00-53-3200	W.C. Schauer Hardware	PD VEHICLE MAINTENANCE SUP	02/15/2019	48601	11.20	
		Vendor Subtotal for	Division:40		39.04	
01-40-00-53-3200	Secretary of State	TITLE & LICENSE FEES FOR NEW	02/15/2019	48602	103.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	r Division:40		103.00	
01-40-00-53-3200	Spotless Carwash	PURCHASE 100 TOKENS FOR PD (	02/15/2019	48604	550.00	
		Vendor Subtotal for	r Division:40		550.00	
01-40-00-53-3200 01-40-00-53-3200	Zeigler Ford North Riverside Zeigler Ford North Riverside	PD CAR #10 REPAIR FROM LPR IN PD CAR #10 REPAIR FROM LPR IN	02/15/2019 02/15/2019	48618 48618	16.65 187.50	
		Vendor Subtotal for	r Division:40		204.15	
01-40-00-53-4100	James Cromley	REIMB TRAINING MEAL EXPENS	02/15/2019	48553	35.30	
		Vendor Subtotal for	r Division:40		35.30	
01-40-00-53-4100	Michael Fries	REIMB TRAINING MEAL EXPENS	02/15/2019	48565	30.67	
		Vendor Subtotal for	r Division:40		30.67	
01-40-00-53-4100	Justin Labriola	REIMB TRAINING MEAL EXPENS	02/15/2019	48579	20.25	
		Vendor Subtotal for	r Division:40		20.25	
01-40-00-53-4100	North East Multi-Regional Trainin	g 1 40HR FIELD TRAINING OFFICER/J	02/15/2019	48589	255.00	
		Vendor Subtotal for	r Division:40		255.00	
01-40-00-53-4200	Andy Frain Services Inc	CROSSING GUARD SERVICES/JAN	02/28/2019	0	7,898.71	
		Vendor Subtotal for	r Division:40		7,898.71	
01-40-00-53-4200	Metro Mortuary Transport Inc	BODY BAG & REMOVAL TO CCMI	02/15/2019	48583	370.00	
		Vendor Subtotal for	r Division:40		370.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-4300	International Assoc of Chiefs of Poli	MEMBERSHIP RENEWAL DUES/J (	02/15/2019	48575	190.00	
		Vendor Subtotal for	Division:40		190.00	
01-40-00-53-4300	West Suburban Chiefs of Police	ANNUAL DUES FOR POLICE CHIE	02/15/2019	48617	85.00	
		Vendor Subtotal for	Division:40		85.00	
01-40-00-53-4350	Corporate Business Cards	BUSINESS CARDS/B RANSOM	02/15/2019	0	58.12	
01-40-00-53-4350	Corporate Business Cards	BUSINESS CARDS/J GREENWOOD	02/15/2019	0	160.84	
01-40-00-53-4350	Corporate Business Cards	BUSINESS CARDS/M RAYMOND &	02/15/2019	0	112.51	
		Vendor Subtotal for	Division:40		331.47	
01-40-00-54-0100	American Mobile Shredding & Recy	DOCUMENT SHREDDING	02/15/2019	48538	200.00	
	Vendor Subtotal for Division:40					
01-40-00-54-0100	Card Services	LAW OFFICER'S POCKET MANUA	02/28/2019	183	126.00	
01-40-00-54-0100	Card Services	PD OFFICE SUPPLIES	02/28/2019	183	75.64	
01-40-00-54-0100	Card Services	PF OFFICE SUPPLIES	02/28/2019	183	19.99	
		Vendor Subtotal for	Division:40		221.63	
01-40-00-54-0100	Warehouse Direct Inc	PD MISC OFFICE SUPPLIES	02/28/2019	48677	146.88	
		Vendor Subtotal for	Division:40		146.88	
01-40-00-54-0300	Galls LLC	UNIFORMS/M SHEEHAN	02/15/2019	48567	234.95	
01-40-00-54-0300	Galls LLC	UNIFORMS/E BOWMAN	02/15/2019	48567	120.00	
		Vendor Subtotal for	Division:40		354.95	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/G CZERNIK	02/28/2019	48649	72.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	r Division:40		72.00	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/D HUMPHREYS	02/15/2019	48590	276.92	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/S HENEGHAN	02/15/2019	48590	102.00	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/D ZERMENO	02/15/2019	48590	223.95	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/T CARROLL	02/15/2019	48590	169.99	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/T CARROLL	02/15/2019	48590	11.99	
01-40-00-54-0300	Ray O'Herron Co. Inc	BODY ARMOR/D SPEARS	02/15/2019	48590	1,011.21	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/M OSTROWSKI	02/28/2019	48660	257.94	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/C PICKENS	02/28/2019	48660	1,001.91	
		Vendor Subtotal for	r Division:40		3,055.91	
01-40-00-54-0310	Card Services	PATCHES FOR CSO/M RAYMOND	02/28/2019	183	31.97	
		Vendor Subtotal for	r Division:40		31.97	
01-40-00-54-0310	J.G. Uniforms Inc	UNIFORMS/M RAYMOND	02/15/2019	48577	16.00	
01-40-00-54-0310	J.G. Uniforms Inc	UNIFORMS/M RAYMOND	02/15/2019	48577	5.00	
		Vendor Subtotal for	r Division:40		21.00	
01-40-00-54-0400	A 11. aut - a a (C - Carrow	PRESCRIPTIONS FOR PRISONER	02/15/2019	48535	32.67	
01-40-00-54-0400	Albertsons/Safeway Albertsons/Safeway	PRESCRIPTIONS FOR PRISONER	02/15/2019	48535 48535	53.35	
		Vendor Subtotal fo	r Division:40		86.02	
01-40-00-54-0400	John W Falsetti	PRISONER BLANKET CLEANING	02/28/2019	48637	25.00	
		Vendor Subtotal for	r Division:40		25.00	
01-40-00-54-0600	Salesreach	HAND/TOE WARMERS & GLOVES	02/15/2019	48600	222.00	
		Vendor Subtotal for	r Division:40		222.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0601	Communications Direct Inc	RADIO SUPPLIES	02/28/2019	48633	1,951.96	
		Vendor Subtotal for	r Division:40		1,951.96	
01-40-00-54-0603	Card Services	FINGERPRINTING SCANNER	02/28/2019	183	730.24	
		Vendor Subtotal for	r Division:40		730.24	
01-40-00-54-0603	Ray O'Herron Co. Inc	CRIME SCENE FIELD LIGHT	02/15/2019	48590	615.00	
		615.00				
01-40-00-54-0603	TriTech Forensics Inc	EVIDENCE TECH SUPPLIES	02/28/2019	48673	295.00	
		Vendor Subtotal for	r Division:40		295.00	
01-40-00-54-0605	Applied Concepts Inc	IN-CAR RADAR UNIT	02/28/2019	48621	1,257.00	
		Vendor Subtotal for	r Division:40		1,257.00	
01-40-00-54-0605	NetworkFleet Inc/Verizon	GPS FLEET MANAGEMENT PROG	02/15/2019	48587	132.65	
		Vendor Subtotal for	r Division:40		132.65	
01-50-00-52-0400	Intergovernmental Personnel Ben	efit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	29,611.88	
		Vendor Subtotal for	r Division:50		29,611.88	
01-50-00-52-0420 01-50-00-52-0420	Benistar/Hartford-6795 Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS RETIREE INSURANCE PREMIUMS	02/15/2019 02/28/2019	48544 48625	2,943.70 2,007.97	
		Vendor Subtotal for	r Division:50		4,951.67	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-52-0420 01-50-00-52-0420		fit HEALTH/LIFE/DENTAL BREAKDO fit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019 02/01/2019	182 182	37.05 9,554.93	
		Vendor Subtotal fo	r Division:50		9,591.98	
01-50-00-52-0425	Intergovernmental Personnel Bene	fit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	241.17	
		Vendor Subtotal fo	r Division:50		241.17	
01-50-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BE	02/12/2019	181	82.33	
		Vendor Subtotal fo	r Division:50		82.33	
01-50-00-53-0410	Trend Spectrum Business Intellige	nc GEOFENCE APPLICATION DEVEL	02/28/2019	48672	5,000.00	
		5,000.00				
01-50-00-53-3100	Haiges Machinery Inc	PRESSURE HOSE REPAIR	02/28/2019	48643	195.00	
		Vendor Subtotal for Division:50				
01-50-00-53-3100	Stryker Sales Corp	STRETCHER - BATTERIES	02/28/2019	48668	476.47	
		Vendor Subtotal fo	r Division:50		476.47	
01-50-00-53-3200	Pete's Automotive Service Inc	OIL PRESSURE REPAIR ON FD #20	02/15/2019	0	242.66	
		Vendor Subtotal fo	r Division:50		242.66	
01-50-00-53-3600	Christopher Doran	REIMB WIRELESS DOORBELL RE	02/15/2019	48558	19.99	
		Vendor Subtotal fo	r Division:50		19.99	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-53-4100	Across The Street Productions Inc	BLUE CARD TRAINING/M SMITH	02/15/2019	48534	385.00	
		Vendor Subtotal fo	r Division:50		385.00	
01-50-00-53-4100	Illinois Fire Service Admin. Professi	IFSAP 2019 ANNUAL CONFERENC	02/28/2019	48647	300.00	
		Vendor Subtotal fo	r Division:50		300.00	
01-50-00-53-4100	Illinois Fire Inspectors Association	2019 FIRE & LIFE SAFETY CONFE	02/15/2019	48573	325.00	
		Vendor Subtotal fo	r Division:50		325.00	
01-50-00-53-4100	Village of Romeoville Fire Academy	INSTRUCTOR I JAN 14-18 2019/M S	02/15/2019	48615	345.00	
		Vendor Subtotal fo	r Division:50		345.00	
01-50-00-53-4250 01-50-00-53-4250	Card Services Card Services	METRO CHIEFS FEB MEETING/BC METRO CHIEFS MAR MEETING/B	02/28/2019 02/28/2019	183 183	40.00 70.00	
		Vendor Subtotal fo	r Division:50		110.00	
01-50-00-53-4300	Illinois Fire Service Admin. Professi	IFSAP 2019 MEMBERSHIP RENEW	02/28/2019	48646	45.00	
		Vendor Subtotal fo	r Division:50		45.00	
01-50-00-54-0300	Multi Service Technology Solutions	STATION DOOTS /DOSE	02/28/2019	48657	120.40	
01-50-00-54-0500	Multi Service Technology Solutions			48037	139.49	
		Vendor Subtotal fo	r Division:50		139.49	
01-50-00-54-0300	Nicholas Risicato	KNIT CAPS FOR FD (REISSUE PAY	02/15/2019	48598	212.50	
		Vendor Subtotal fo	r Division:50		212.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-54-0300	Adan Viera	REIMB WORK SAFETY BOOTS	02/15/2019	48614	139.99	
		Vendor Subtotal for	r Division:50		139.99	
01-50-00-54-0600	Secretary of State	TITLE & REGISTRATION FOR NEV	02/28/2019	48664	103.00	
		Vendor Subtotal for	Division:50		103.00	
01-50-00-54-0600	US Gas	OXYGEN CYLINDER RENTAL	02/15/2019	0	178.20	
		Vendor Subtotal for	r Division:50		178.20	
01-60-01-52-0400	Intergovernmental Personnel Be	enefit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	4,701.74	
		Vendor Subtotal for	Division:60		4,701.74	
01-60-01-52-0400	MOE Funds	P/W EMPLOYEE HEALTH INS/APR	02/28/2019	48654	6,844.30	
		Vendor Subtotal for	r Division:60		6,844.30	
01-60-01-52-0420 01-60-01-52-0420	Benistar/Hartford-6795 Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS RETIREE INSURANCE PREMIUMS	02/15/2019 02/28/2019	48544 48625	1,715.07 1,715.07	
		Vendor Subtotal for	r Division:60		3,430.14	
01-60-01-52-0420 01-60-01-52-0420		enefit HEALTH/LIFE/DENTAL BREAKDO enefit HEALTH/LIFE/DENTAL BREAKDO	02/01/2019 02/01/2019	182 182	5.70 1,965.63	
		Vendor Subtotal for	r Division:60		1,971.33	
01-60-01-52-0420	Midwest Operating Eng-Pensio	n Tru P/W RETIREE EMPLOYEE HEALTI	02/28/2019	48652	1,019.00	
		Vendor Subtotal for	Division:60		1,019.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-52-0425	Intergovernmental Personnel Bene:	ñt HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	84.07	
		Vendor Subtotal for	r Division:60		84.07	
01-60-01-53-0200 01-60-01-53-0200	Verizon Financial Services LLC Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & N DATA FOR MESSAGE BOARD	02/15/2019 02/28/2019	0 0	47.28 18.02	
		Vendor Subtotal for	r Division:60		65.30	
01-60-01-53-0380	Baxter & Woodman	STORM WATER MANAGEMENT O	02/28/2019	48623	135.00	
		Vendor Subtotal for	Division:60		135.00	
01-60-01-53-0380	Edwin Hancock Engineering Comp	ar MISC ALLEY IMPROVEMENT (DE	02/28/2019	48644	4,700.00	
		Vendor Subtotal for	r Division:60		4,700.00	
01-60-01-53-0380	Holle Andersen	RAIN GARDEN SIGNAGE	02/15/2019	48571	100.00	
		Vendor Subtotal for	Division:60		100.00	
01-60-01-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	02/15/2019	0	1,697.67	
		Vendor Subtotal for	r Division:60		1,697.67	
01-60-01-53-3100	Bristol Hose & Fitting Inc	HOSE FOR SALT SPREADER	02/15/2019	0	149.82	
		Vendor Subtotal for	Division:60		149.82	
01-60-01-53-3200	Bristol Hose & Fitting Inc	HOSE FOR FRONT END LOADER	02/15/2019	0	82.20	
		Vendor Subtotal for	r Division:60		82.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-3200	D & K Truck Safety Lane LLC	SAFETY INSPECTIONS/JAN 2019	02/15/2019	48555	73.00	
		Vendor Subtotal for	Division:60		73.00	
01-60-01-53-3200	Secretary of State	"M" PLATES FOR P/W 2013 FORD ]	02/28/2019	48665	8.00	
		Vendor Subtotal for	Division:60		8.00	
01-60-01-53-3400	H&H Electric Co	REPLACE STREET LIGHT CONDU	02/28/2019	48642	6,981.50	
		6,981.50				
01-60-01-53-3400 01-60-01-53-3400 01-60-01-53-3400 01-60-01-53-3400	Lyons & Pinner Electric Companies Lyons & Pinner Electric Companies	ST LIGHTING REPAIRS - NORTH S SEVERAL STREET LIGHT REPAIR: REPAIR STREET LIGHT HIT AT 14( STREET LIGHTING REPAIRS (POS	02/15/2019 02/15/2019 02/28/2019 02/28/2019	0 0 0 0	1,419.11 1,208.70 1,048.00 1,622.10	
		Vendor Subtotal for	Division:60		5,297.91	
01-60-01-53-3400	Steiner Electric Company	STREET LIGHT FIXTURES	02/15/2019	48606	1,042.78	
	Vendor Subtotal for Division:60					
01-60-01-53-3400	State Treasurer	MAINTENANCE AGREEMENT FOI	02/28/2019	48667	1,755.00	
		Vendor Subtotal for	Division:60		1,755.00	
01-60-01-53-3600	Alternative Energy Solutions Ltd	TUNE-UP/MAINT OF VILLAGE HA	02/15/2019	48536	1,836.39	
		Vendor Subtotal for	Division:60		1,836.39	
01-60-01-53-3600	Geneva Scientific Inc	BENCH FOR LAKE ST	02/15/2019	48543	978.85	
		Vendor Subtotal for	Division:60		978.85	
01-60-01-53-3600	Fredriksen Fire Equipment Co.	PW ANNUAL FIRE EQUIPMENT M	02/28/2019	48640	165.95	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	Division:60		165.95	
01-60-01-53-3600	Menards	GALVANIZED PIPE	02/15/2019	48582	68.60	
		Vendor Subtotal for	Division:60		68.60	
01-60-01-53-3600	Illinois Office of the State Fire Ma	rsi CERTIFICATE & BOILER MAINTE	02/28/2019	48648	100.00	
		Vendor Subtotal for	Division:60		100.00	
01-60-01-53-4250	Card Services	REGISTRATION TO i LANDSCAPE	02/28/2019	183	225.00	
		Vendor Subtotal for	Division:60		225.00	
01-60-01-53-4300	Humberto Fernandez	REIMB CDL RENEWAL FEE	02/28/2019	48639	60.00	
		Vendor Subtotal for	Division:60		60.00	
01-60-01-53-4300	Brian Skoczek	REIMB PESTICIDE TRAINING & T	02/15/2019	48603	100.00	
		Vendor Subtotal for	Division:60		100.00	
01-60-01-53-4400	Elmhurst Occupational Health	EMPLOYEE MEDICAL SCREENIN(	02/15/2019	48560	255.00	
		Vendor Subtotal for	Division:60		255.00	
01-60-01-53-5300	UPS	2019 S.I.P. SUBMITTAL	02/15/2019	48612	6.73	
01-60-01-53-5300	UPS	2019 S.I.P. SUBMITTAL Vendor Subtotal for	02/28/2019 : Division:60	48674	6.51	
01-60-01-53-5350	Roy Strom Refuse Removal Inc	HOLIDAY DECORATIONS WREAT	02/28/2019	0	4.54	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	r Division:60		4.54	
01-60-01-53-5400	Brian Behan	REIMB FOR DAMAGE REPAIR TO	02/28/2019	48624	450.00	
		Vendor Subtotal for	r Division:60		450.00	
01-60-01-53-5450	AEP Energy	ELECTRICITY FOR STREET LIGH	02/28/2019	48620	2,278.58	
		Vendor Subtotal for	r Division:60		2,278.58	
01-60-01-53-5450	ComEd	ALLEY LIGHTING	02/15/2019	48550	1,108.08	
		Vendor Subtotal for	Division:60		1,108.08	
01-60-01-53-5450	ComEd	MADISON ST LIGHTING	02/15/2019	48551	142.93	
		Vendor Subtotal for	r Division:60		142.93	
01-60-01-54-0200	Keller-Heartt Oil Co Inc	ENGINE & HYDRAULIC OIL	02/28/2019	0	1,360.20	
		Vendor Subtotal for	r Division:60		1,360.20	
01-60-01-54-0310	FulLife Safety Center	SAFETY T-SHIRTS & VESTS FOR F	02/15/2019	48566	1,496.34	
		Vendor Subtotal for	Division:60		1,496.34	
01-60-01-54-0500	Freeway Ford - Sterling Truck	SIDE MIRROR FOR #40	02/15/2019	48564	262.56	
		Vendor Subtotal for	r Division:60		262.56	
01-60-01-54-0500 01-60-01-54-0500	Interstate Billing Service Inc Interstate Billing Service Inc	SIDE MIRROR FOR VEHICLE #44 HEADLIGHT BUCKET FOR #44	02/15/2019 02/28/2019	0 0	41.90 150.00	

AP-Transactions by Account (03/05/2019 - 2:29 PM)

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	Division:60		191.90	
01-60-01-54-0500	Genuine Parts Co Inc	STROBE LIGHT	02/15/2019	48568	66.66	
01-60-01-54-0500	Genuine Parts Co Inc	FUEL FILTERS	02/15/2019	48568	98.58	
		Vendor Subtotal for	Division:60		165.24	
01-60-01-54-0500	W.C. Schauer Hardware	HEAT ELEMENT TO REPAIR WINE	02/15/2019	48601	6.29	
		Vendor Subtotal for	Division:60		6.29	
01-60-01-54-0600	Fastenal Company	BOLTS & NUTS FOR PLOWS	02/15/2019	48563	39.67	
01-60-01-54-0600	Fastenal Company	PINS FOR PLOWS	02/15/2019	48563	6.48	
01-60-01-54-0600	Fastenal Company	LOCK NUTS FOR PLOWS	02/15/2019	48563	16.27	
01-60-01-54-0600	Fastenal Company	BOLTS	02/28/2019	48638	28.50	
		Vendor Subtotal for	Division:60		90.92	
01-60-01-54-0600	W.W. Grainger Inc	LAUNDRY DETERGENT	02/15/2019	48569	27.41	
01-60-01-54-0600	W.W. Grainger Inc	BOOT BRUSH FOR CLEANING OF	02/15/2019	48569	17.58	
		Vendor Subtotal for	Division:60		44.99	
01-60-01-54-0600	Menards	MISC P/W SUPPLIES	02/15/2019	48582	101.61	
01-60-01-54-0600	Menards	MISC TOOLS/SUPPLIES	02/28/2019	48651	15.45	
		Vendor Subtotal for	Division:60		117.06	
01-60-01-54-0600	Monroe Truck Equipment Inc	CURB GUARDS FOR PLOWS	02/15/2019	48585	452.23	
		Vendor Subtotal for	Division:60		452.23	
01-60-01-54-0600	Ozinga Ready Mix Concrete Inc	SAND	02/15/2019	48591	691.16	
		Vendor Subtotal for	Division:60		691.16	
01-60-01-54-0600	Regional Truck Equipment Co	PLOW BLADES FOR PICKUP TRU(	02/15/2019	48597	383.35	

AP-Transactions by Account (03/05/2019 - 2:29 PM)

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for	Division:60		383.35	
01-60-01-54-0600	W.C. Schauer Hardware	MISC P/W SUPPLIES	02/15/2019	48601	2.25	
		Vendor Subtotal for	Division:60		2.25	
01-60-01-54-0600	ТАРСО	"NO PARKING IN PARKING LANE'	02/15/2019	48608	564.00	
01-60-01-54-0600	ТАРСО	SIGNS	02/28/2019	48669	607.36	
		Vendor Subtotal for	Division:60		1,171.36	
01-60-01-54-0600	Unique Products & Service Corp	JANITORIAL SUPPLIES	02/15/2019	48611	960.66	
		Vendor Subtotal for	Division:60		960.66	
01-60-01-54-0600	Wholesale Direct Inc	SUPPLIES FOR TRUCKS & PLOWS	02/28/2019	48679	200.72	
	Vendor Subtotal for Division:60					
01-60-01-54-2100	Gasaway Distributors Inc	CALCIUM CHLORIDE	02/28/2019	48641	2,616.29	
		Vendor Subtotal for	Division:60		2,616.29	
01-60-01-54-2100	Morton Salt Inc	PURCHASE OF ROAD SALT	02/15/2019	48586	5,191.52	
01-60-01-54-2100	Morton Salt Inc	PURCHASE OF ROAD SALT	02/15/2019	48586	4,025.29	
01-60-01-54-2100 01-60-01-54-2100	Morton Salt Inc Morton Salt Inc	PURCHASE OF ROAD SALT PURCHASE OF ROAD SALT	02/15/2019 02/28/2019	48586 48656	2,603.35 1,757.15	
		Vendor Subtotal for	Division:60		13,577.31	
01-60-01-54-2100	Perfect Mulch Products	WHITE ROAD SALT	02/15/2019	48593	1,384.63	
01-60-01-54-2100	Perfect Mulch Products	WHITE ROAD SALT	02/28/2019	48661	991.71	
		Vendor Subtotal for	Division:60		2,376.34	
01-60-05-53-5500	Roy Strom Refuse Removal Inc	REFUSE REMOVAL PER CONTRA(	02/28/2019	0	88,560.83	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO N
		Vendor Subtotal for	Division:60		88,560.83	
		s	ubtotal for Fund: 01		574,489.26	
02-00-00-21-0015	State Treasurer	PR Batch 00015.02.2019 State Income	02/15/2019	999895	1,433.72	
02-00-00-21-0015	State Treasurer	PR Batch 00028.02.2019 State Income	02/28/2019	999889	1,470.48	
		Vendor Subtotal for	Division:00		2,904.20	
02-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 FICA Emplo	02/15/2019	999896	1,945.30	
02-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Medicare En	02/15/2019	999896	454.95	
02-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Federal Inco	02/15/2019	999896	3,837.75	
02-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 FICA Emplo	02/15/2019	999896	1,945.30	
02-00-00-21-0015	United States Treasury	PR Batch 00015.02.2019 Medicare En	02/15/2019	999896	454.95	
02-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 FICA Emplo	02/28/2019	999890	2,000.21	
02-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Federal Inco	02/28/2019	999890	3,699.55	
02-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 FICA Emplo	02/28/2019	999890	2,000.21	
02-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Medicare En	02/28/2019	999890	467.80	
02-00-00-21-0015	United States Treasury	PR Batch 00028.02.2019 Medicare En	02/28/2019	999890	467.80	
		Vendor Subtotal for	Division:00		17,273.82	
02-00-00-21-0030	Illing in Manisian I Dations and Free J	DD D-4-1, 00015 02 2010 D (DE E1)	02/15/2010	999887	218.09	
02-00-00-21-0030	Illinois Municipal Retirement Fund Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple PR Batch 00015.02.2019 IMRF Emple	02/15/2019 02/15/2019	999887 999887	1,282.03	
02-00-00-21-0030	Illinois Municipal Retirement Fund Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887 999887	1,282.03	
)2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Empt	02/15/2019	999887 999887	83.45	
)2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF-Volun	02/15/2019	999887	379.64	
2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.02.2019 IMRF Emple	02/15/2019	999887	2,606.70	
2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF-Volun	02/28/2019	999887	402.26	
2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF-Volun	02/28/2019	999887	172.54	
2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	299.61	
2-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	1,291.14	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	147.34	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00028.02.2019 IMRF Emple	02/28/2019	999887	2,625.21	
		Vendor Subtotal for	Division:00		9,615.26	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.02.2019 ICMA	02/15/2019	999893	22.65	
02-00-00-21-0040	ICMA Retirement Corporation - 302		02/15/2019	999893	60.01	
02-00-00-21-0040	ICMA Retirement Corporation - 302		02/28/2019	999886	59.88	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00028.02.2019 ICMA	02/28/2019	999886	22.65	
		Vendor Subtotal for	Division:00		165.19	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.02.2019 AXA Flat	02/15/2019	999891	221.94	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00028.02.2019 AXA Flat	02/28/2019	999884	221.92	
		Vendor Subtotal for	Division:00		443.86	
02-00-00-21-0050	International Union of Operating En	PR Batch 00015.02.2019 Public Works	02/15/2019	5981	157.74	
02-00-00-21-0050		PR Batch 00028.02.2019 Public Works	02/28/2019	5981	228.29	
		Vendor Subtotal for	Division:00		386.03	
02-00-00-21-0050	1 0 1	PR Batch 00015.02.2019 Public Work:	02/15/2019	5982	30.30	
02-00-00-21-0050	International Union of Operating En	PR Batch 00028.02.2019 Public Works	02/28/2019	5982	44.03	
		Vendor Subtotal for	Division:00		74.33	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00015.02.2019 Supplementa	02/15/2019	5983	6.01	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00028.02.2019 Supplementa	02/28/2019	5983	8.05	
		Vendor Subtotal for	Division:00		14.06	
02-60-06-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	7,302.70	
	merge terminental refronmer Denem		02/01/2017	102		
		Vendor Subtotal for	Division:60		7,302.70	
02-60-06-52-0400	MOE Funds	P/W EMPLOYEE HEALTH INS/APR	02/28/2019	48654	8,544.70	
		Vendor Subtotal for	Division:60		8,544.70	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-52-0420	Midwest Operating Eng-Pension T	ru P/W RETIREE EMPLOYEE HEALTH	02/28/2019	48652	730.00	
		Vendor Subtotal fo	r Division:60		730.00	
02-60-06-52-0425	Intergovernmental Personnel Benez	ñt HEALTH/LIFE/DENTAL BREAKDO	02/01/2019	182	179.63	
		Vendor Subtotal fo	r Division:60		179.63	
02-60-06-53-0100	ComEd	ELECTRICITY FOR PUMP STATIO?	02/28/2019	48632	2,242.16	
		Vendor Subtotal fo	r Division:60		2,242.16	
02-60-06-53-0200	CALL ONE	MONTHLY PHONE SERVICE	02/15/2019	48546	106.82	
		Vendor Subtotal fo	r Division:60		106.82	
02-60-06-53-0200	Comcast Cable	INTERNET AT PUMP STATION	02/28/2019	48631	104.85	
		Vendor Subtotal fo	r Division:60		104.85	
02-60-06-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & N	02/15/2019	0	47.28	
		Vendor Subtotal fo	r Division:60		47.28	
02-60-06-53-0410	Accela Inc #774375	UB WEB PAYMENTS/JAN 2019	02/15/2019	0	762.00	
		Vendor Subtotal fo	r Division:60		762.00	
02-60-06-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	02/15/2019	0	1,697.67	
		Vendor Subtotal fo	r Division:60		1,697.67	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-3055	Core & Main LP	HYDRANT REPAIR PARTS	02/28/2019	48634	510.00	
		Vendor Subtotal for	r Division:60		510.00	
02-60-06-53-3300	De Lage Landen Financial Svcs In	c MONTHLY LEASING (3) COPIERS/	02/15/2019	48556	56.50	
		Vendor Subtotal for	r Division:60		56.50	
02-60-06-53-3300	Regal Business Machines Inc	(3) COPIERS MAINTENANCE & CC	02/15/2019	48596	28.84	
		Vendor Subtotal for	r Division:60		28.84	
02-60-06-53-3600	Fredriksen Fire Equipment Co.	PUMP STATION ANNUAL EXTING	02/28/2019	48640	51.40	
		Vendor Subtotal for	r Division:60		51.40	
02-60-06-53-3600	Nicor Gas Company	NATURAL GAS FOR PUMP STATIC	02/28/2019	48658	42.57	
		Vendor Subtotal for	r Division:60		42.57	
02-60-06-53-3630	Jane Norrington	OVERHEAD SEWER REIMBURSEN	02/15/2019	48588	4,000.00	
		Vendor Subtotal for	r Division:60		4,000.00	
02-60-06-53-4350	Third Millennium	POSTAGE/UTILITY BILL PRINTIN(	02/15/2019	48609	149.34	
		Vendor Subtotal for	r Division:60		149.34	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	02/15/2019	48607	485.00	
		Vendor Subtotal for	r Division:60		485.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-5400	Tim Stefl Inc	WATER LINE REPAIR/704 MONRO	02/15/2019	48605	163.16	
		Vendor Subtotal for	Division:60		163.16	
02-60-06-54-0310	FulLife Safety Center	P/W UNIFORMS	02/15/2019	48566	348.50	
		Vendor Subtotal for	Division:60		348.50	
02-60-06-54-0600	Core & Main LP	WATER METER FOR STOCK	02/15/2019	48552	170.00	
02-60-06-54-0600	Core & Main LP	WATER METER FOR STOCK	02/15/2019	48552	121.00	
02-60-06-54-0600 02-60-06-54-0600	Core & Main LP Core & Main LP	CABLE WIRE FOR USE WITH MET	02/28/2019 02/28/2019	48634 48634	29.74 140.00	
02-60-06-54-0600	Core & Main LP Core & Main LP	NEW WATER METER/1248 MONRC NEW METER UPGRADE/739 BONN	02/28/2019	48634 48634	205.00	
02-60-06-54-0600	Core & Main LP	REPLACEMENT STOCK METERS	02/28/2019	48634	326.00	
02-60-06-54-0600	Core & Main LP	REPLACEMENT METER (DEFECT)	02/28/2019	48634	170.00	
		Vendor Subtotal for	Division:60		1,161.74	
02-60-06-54-0600	EDENBROS LLC	LEAK SOUNDING EQUIPMENT	02/15/2019	48559	2,294.75	
		Vendor Subtotal for	Division:60		2,294.75	
02-60-06-54-0600	Hawkins Inc	SODIUM HYPOCHLORITE	02/15/2019	0	293.20	
		Vendor Subtotal for	Division:60		293.20	
02-60-06-54-0600	Menards	MISC P/W SUPPLIES	02/15/2019	48582	39.91	
02-60-06-54-0600	Menards	MISC P/W SUPPLIES	02/15/2019	48582	9.99	
		Vendor Subtotal for	Division:60		49.90	
02-60-06-54-1300	Third Millennium	POSTAGE/UTILITY BILL PRINTIN(	02/15/2019	48609	9.35	
		Vendor Subtotal for	Division:60		9.35	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-54-2200	City of Chicago City of Chicago	PURCHASE OF WATER	02/15/2019	48549	49,602.18 52,580.67	
02-60-06-54-2200	City of Chicago	PURCHASE OF WATER	02/15/2019	48549	52,580.67	
		Vendor Subtotal for	Division:60		102,182.85	
02-60-06-55-1400	Core & Main LP	METER REPLACEMENT/819 PARK	02/15/2019	48552	140.00	
02-60-06-55-1400	Core & Main LP	METER REPLACEMENT/706 PARK	02/15/2019	48552	160.00	
02-60-06-55-1400 02-60-06-55-1400	Core & Main LP Core & Main LP	STOCK INSTALLATION PARTS FO METER WIRING FOR SERVICE CA	02/15/2019 02/28/2019	48552 48634	12.00 16.00	
		Vendor Subtotal for	Division:60		328.00	
		S	Subtotal for Fund: 02		164,749.66	
13-00-00-55-8700	Currie Motors	REPLACEMENT SQUAD CAR FOR	02/15/2019	48554	38,203.61	
	Vendor Subtotal for Division:00					
13-00-00-55-8720	Card Services	POWER CONTROL BOXES (2)	02/28/2019	183	199.90	
	Vendor Subtotal for Division:00					
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY19 CIP PD VIDEO/DEC 2018	02/15/2019	0	758.75	
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY19 CIP PD VIDEO/DEC 2018	02/15/2019	0	225.00	
		Vendor Subtotal for	Division:00		983.75	
13-00-00-55-8800	Currie Motors	2019 FORD UTILITY (FIRE CHIEF'S	02/28/2019	48635	27,233.00	
	Vendor Subtotal for Division:00				27,233.00	
		S	Subtotal for Fund: 13		66,620.26	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
14-00-00-55-8620	Card Services	PDQ DEPLOY - SECURITY TRAINI	02/28/2019	183	1,000.00	
		Vendor Subtotal for	Division:00		1,000.00	
14-00-00-55-8620	CDW Government Inc	FY19 CIP REPLACEMENT - LAPTC	02/28/2019	48628	3,591.98	
14-00-00-55-8620	CDW Government Inc	CREDIT FY19 CIP REPLACEMENT	02/28/2019	48628	-2,953.80	
		Vendor Subtotal for	Division:00		638.18	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP STRATEGIC PLAN/DEC 2	02/15/2019	0	750.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP PC REPLACEMENTS/DE(	02/15/2019	0	752.50	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 CIP FIREWALL REPLACEME	02/15/2019	0	133.75	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 - ANNUAL BUDGET PROCES	02/15/2019	0	675.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 DISASTER RECOVERY SOLU	02/15/2019	0	2,400.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY19 - IT SUPPORT/DEC 2018	02/15/2019	0	37.50	
		Vendor Subtotal for	Division:00		4,748.75	
14-00-00-55-8620	Dell Marketing L.P.	FY19 CIP - PC REPLACEMENT	02/15/2019	48557	13,941.84	
		Vendor Subtotal for	Division:00		13,941.84	
14-00-00-55-8620	Minuteman Security Technologies I	In LPR INSTALLATION AT LAKE & T	02/28/2019	48653	776.67	
		Vendor Subtotal for	Division:00		776.67	
			Subtotal for Fund: 14		21,105.44	
31-00-00-53-0100	Card Services	NICOR GAS BILL FOR 10 LATHRO	02/28/2019	183	182.55	
		Vendor Subtotal for	Division:00		182.55	
31-00-00-53-0100	ComEd	ELECTRICITY FOR 10 LATHROP A	02/15/2019	48551	35.93	
		Vendor Subtotal for	Division:00		35.93	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
31-00-00-53-0425	Klein Thorpe and Jenkins Ltd	MADISON ST TIF DISTRICT	02/28/2019	0	43.00	
		Vendor Subtota	l for Division:00		43.00	
31-00-00-55-4300	In & Out Fitness Inc	INCENTIVE DRAW (1/3)	02/15/2019	48574	11,024.50	
		Vendor Subtota	l for Division:00		11,024.50	
			Subtotal for Fund: 31		11,285.98	
			Report Total:		838,250.60	



## MEMORANDUM

Date: March 11, 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)

7:00 pm	Sustainability Commission Meeting
7:00 pm	Historic Preservation Commission – Public Hearing
7:30 pm	(Concordia) Zoning Board of Appeals
	Zoning Board of Appeals
7:00 pm	Plan Commission Meeting – Canceled
7:30 pm	Traffic & Safety Commission Meeting
7:30 pm	Development Review Board Meeting
7:00 pm	Village Board Meeting – Canceled (Spring Break)
6:00 pm	Board of Fire and Police Commissioners Special Meeting
7:00 pm	Historic Preservation Commission Meeting
7:30 pm	Development Review Board Meeting - TBD
7:00 pm	Village Board Meeting
	7:00 pm 7:30 pm 7:00 pm 7:30 pm 7:30 pm 7:00 pm 6:00 pm 7:00 pm 7:30 pm

## 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
Benistar/Hartford	\$11,467	Retiree Insurance Premiums March 2019
Klein Thorpe and Jenkins	\$15,458	Legal Services
MOE Funds	\$15,389	PW Employee Health Insurance

New Business Licenses Issued

Trina Bockus Life Coaching 8011 Oak

Life Coaching (home-based)

Thank you.



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

## MEMORANDUM

Date: March 7, 2019

To: Catherine Adduci, Village President Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Amended and Restated Agreement

**Issue**: Staff has been working on a revision to the redevelopment agreement for Lake and Lathrop to reflect updated timelines, progress and well as some modifications to the business terms.

<u>Analysis</u>: Many of the changes in the agreement relate to updates and progress that has been made since the last RDA in 2017 (purchase of all the properties, completion of the planned development, etc.) We have also updated the timelines to mirror the timelines in the planned development ordinance for permit submission (9 months – June 17, 2019), construction commencement (December 17, 2019) and construction completion (June 17, 2021). These timelines can be extended by the Village Board at your discretion.

In addition to that, the developer has indicated that they want to move forward with demolition and remediation of the property. They have raised the concern that should the Village elect to clawback the property at some point, it would not be eligible for reimbursement of the demolition and remediation costs. In other words, in a normal market deal, the developer typically closes on the property within a certain time period after receiving their zoning entitlements from the Village and then owns the property. It can then choose to invest as it sees fit. In this situation, the Village maintains the ability to claw the property back at its discretion, so the developer is reluctant to make a significant investment if it stands the chance to lose the property.

As such, we have negotiated a provision that  $\underline{IF}$  the Village takes back the property, the Village would reimburse the Developer for the cost of demolition and remediation of the property. These costs are estimated at \$250,000 and \$1,200,000 respectively. The Developer would need to provide actual invoices for services to be reimbursed. The figure for demolition was relied upon from the developer and the remediation figure was provided by the Village's environmental consultant. In this scenario, while the Village would be obligated to reimburse the developer for these costs, it would then own a clean piece of property that could be sold to a different developer, in turn recouping its costs for the demolition and remediation.

Finally, the proposed Ordinance approving the redevelopment also provides my office with further discretion to review and manage temporary signage on site. Staff has had a conversation with the developer's real estate and marketing team regarding a new sign package for that site.

**<u>Recommendation</u>**: Consider the attached Ordinance approving the second amended and restated redevelopment agreement.

Thank you.

<u>Attachment</u> Ordinance Redline of Redevelopment Agreement

### ORDINANCE NO.

## AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR LAKE STREET AND LATHROP AVENUE IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS AND <u>PERMITTING TEMPORARY SIGNAGE RELIEF RELATED THERETO</u>

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 March 23, 2016, the Village President and Board of Trustees approved an agreement entitled "Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" ("Redevelopment Agreement") with Lake Lathrop Partners, LLC ("Developer"); and

WHEREAS, the Redevelopment Agreement called for the redevelopment of certain property in the Village generally located at the southwest corner of Lake Street and Lathrop Avenue by the Developer; and

WHEREAS, the Redevelopment Agreement required the Developer to file a planned development application with the Village by June 14, 2016; and

WHEREAS, the Developer failed to submit a planned development application to the Village by the agreed upon deadline; and

WHEREAS, on June 29, 2016, the Village sent a first default notice to the Developer pursuant to the Redevelopment Agreement, stating the reasons for the default of the Developer's obligations under the Redevelopment Agreement; and

WHEREAS, the Developer asked for an extension of time to submit a planned development application to the Village; and

**WHEREAS,** the Village agreed to amend the Redevelopment Agreement, and to extend the time for the Developer's submission of a planned development application to the Village

from June 14, 2016 to October 14, 2016, and on July 12, 2016, the Village approved the amendment to the Redevelopment Agreement in Resolution 16-10 and the "First Amendment To The Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer ("First Amendment"); and

**WHEREAS,** the Developer failed to meet the deadlines in the Redevelopment Agreement, as amended by the First Amendment, with respect to the planned development permit application submittal and with respect to property acquisition and due diligence; and

WHEREAS, the Developer asked for another extension of time to submit its planned development permit application, to acquire the properties in question and to complete due diligence on those properties; and

WHEREAS, the Village agreed to amend the Redevelopment Agreement, as amended by the First Amendment, and to extend the time for the Developer's submission of a planned development application to the Village from October 14, 2016 to November 15, 2016, and to extend the time for the Developer to complete its due diligence on the properties to be acquired, from June 14, 2016 to November 15, 2016, and on October 10, 2016, the Village approved the amendment to the Redevelopment Agreement, as amended by the First Amendment, in Resolution 16-11 and the "Second Amendment To The Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer ("Second Amendment"); and

WHEREAS, the Redevelopment Agreement, as amended by the First Amendment and Second Amendment, required the Developer to acquire the "Parcels," as defined in the Redevelopment Agreement, on or before September 30, 2016, or within sixty (60) days

thereafter, and required the Developer to have completed its due diligence on the Parcels by November 15, 2016; and

WHEREAS, the Developer again failed to meet the deadlines regarding property acquisition and due diligence; and

WHEREAS, on December 2, 2016, the Village sent a second default notice to the Developer pursuant to the Redevelopment Agreement, stating the reasons for the default of the Developer's obligations under the Redevelopment Agreement, as amended by the First Amendment and the Second Amendment; and

WHEREAS, the Developer asked for another extension to complete its due diligence on the Parcels, to submit a planned development application to the Village, and to acquire the Parcels; and

WHEREAS, the Village agreed to amend the Redevelopment Agreement, as amended by the First Amendment and the Second Amendment, and to extend the time for the Developer's submission of a planned development application to the Village from November 15, 2016 to March 10, 2017, to extend the time for the Developer to complete its due diligence on the properties to be acquired, from November 15, 2016 to January 30 2017, to extend the time for the Developer to acquire the Parcels from September 30, 2017 to January 30, 2017, to submit a written require or application for a "No Further Remediation" determination from the Illinois Environmental Agency for the Parcels on or before August 1, 2017, and to complete remediation of the Parcels by November 30, 2017, and, on January 9, 2017, the Village approved the amendment to the Redevelopment Agreement, as amended by the First Amendment and the Second Amendment, in Resolution 17-03, and the "Third Amendment To The Redevelopment

Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer ("Third Amendment"); and

WHEREAS, the Developer again failed to meet certain deadlines in the Redevelopment Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment regarding planned development application submittal, property acquisition and due diligence; and

WHEREAS, on September 18, 2017, the Village President and Board of Trustees approved Resolution 17-16, entitled "A Resolution Authorizing The Execution Of An Amended And Restated Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois," regarding the Redevelopment Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment ("Amended and Restated Redevelopment Agreement"); and

WHEREAS, the Developer failed to meet certain deadlines in the Amended and Restated Redevelopment Agreement; and

WHEREAS, the Village and the Developer desire to comprehensively amend and restate the Amended and Restated Redevelopment Agreement as set forth in the "Second Amended And Restated Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois," attached hereto as <u>Exhibit A</u> and made a part hereof ("Second Amended and Restated Redevelopment Agreement"); and

WHEREAS, it is in the best interest of the health, safety and welfare of the Village and its residents to approve the Second Amended and Restated Redevelopment Agreement;

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

**SECTION 1:** That the Preambles hereto are hereby made a part of, and operative provisions of, this Ordinance as fully as if completely repeated at length herein.

**SECTION 2:** That the President and Board of Trustees of the Village of River Forest hereby find that it is in the best interests of the Village of River Forest and its residents that the Second Amended and Restated Redevelopment Agreement be entered into by the Village of River Forest, with the Second Amended and Restated Redevelopment Agreement Agreement to be substantially in the form attached hereto as **EXHIBIT A**, with such changes thereto as approved by the President, Village Administrator and Village Attorney.

**SECTION 3:** That the President, Village Clerk and Village Administrator of the Village of River Forest are hereby directed and authorized to execute for and on behalf of said Village of River Forest the aforesaid Second Amended and Restated Redevelopment Agreement, and all other documents related thereto necessary to consummate the Village's obligations therein.

**SECTION 4:** That all actions of the President and Board of Trustees of the Village of River Forest, and the agents and employees of the Village of River Forest, that relate to the Redevelopment Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Amended and Restated Redevelopment Agreement and the Second Amended and Restated Redevelopment Agreement, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 5:** That the Developer shall comply with all requirements for temporary signs on the Parcels, as defined in the Second Amended and Restated Redevelopment Agreement ("Temporary Signage") in Section 4-5-12 of the River Forest Village Code, except that: (i) the Temporary Signage shall be maintained in accordance with Ordinance 3673 adopted by the Village on December 15, 2017 ("Temporary Signage Relief Ordinance"); and (ii) the Temporary

Signage requirements for the Parcels, in Section 4-5-12 of the River Forest Village Code, and as set forth in the Temporary Signage Relief Ordinance, may be further modified by the Village Administrator, in his sole discretion, and on such terms and conditions as he may decide. Any Temporary Signage relief approved by the Village shall expire and be null and void, and the Temporary Signage shall be promptly removed at the Developer's sole cost and expense, at the earliest of: (i) the expiration of the extended display duration set forth in Section 2 of the Temporary Signage Relief Ordinance, (ii) the Developer's violation of any condition in this Ordinance or the Temporary Signage Relief Ordinance, (iii) the Developer's violation of any condition of any condition in the sign permit issued by the Village, or (iv) the termination or cancellation of the Second Amended and Restated Redevelopment Agreement, as it may be amended from time to time.

**<u>SECTION 6</u>**: That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby expressly repealed.

<u>SECTION 7</u>: 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 8:** That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

#### [INTENTIONALLY LEFT BLANK]

	PASSED on a roll call vote of the Corporate Authorities on the day of,
2019.	
AYES	
NAYS	:
ABSE	NT:

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

Village President

**APPROVED and FILED** in my office this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

# EXHIBIT A

# SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR LAKE STREET AND LATHROP AVENUE IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS

(attached)

## **SECOND** AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR LAKE STREET AND LATHROP AVENUE IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS

This <u>SECOND</u> AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR LAKE STREET AND LATHROP AVENUE IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS ("<u>Agreement</u>") is made between the VILLAGE OF RIVER FOREST, an Illinois municipal corporation ("<u>Village</u>") and LAKE LATHROP PARTNERS LLC, an Illinois limited liability company ("<u>Developer</u>"), as nominee of KEYSTONE VENTURES, LLC, an Illinois limited liability company ("<u>Keystone</u>") and is dated this <u>day</u> of <u>\_\_\_\_\_</u>, <u>20172019</u> ("<u>Effective Date</u>").

## WITNESSETH

WHEREAS, pursuant to Village ordinances 2298, 2299, 2230, 2370, 2595, 2648 and 2868, and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time ("<u>TIF Act</u>"), the Village created and amended a tax increment development plan and project ("<u>TIF Plan</u>"), designated a tax increment development project area known as the "Central Business District Tax Increment Financing District," ("<u>TIF District</u>") and adopted tax increment financing relative to the TIF District (collectively, the "<u>TIF</u>"); and

WHEREAS, on March 8, 2010, the Village issued a request for proposal for the redevelopment of property within the TIF District, located along the south side of Lake Street between Lathrop and Ashland Avenues, River Forest, Cook County, Illinois, and depicted, legally described, and listed in <u>Group Exhibit A</u> hereto, respectively ("<u>Project Area</u>"), each parcel within the Project Area shall be referred to herein as labeled and legally described in <u>Exhibit A-3</u> or shall be generically referred to as a "<u>Parcel</u>;" and

WHEREAS, on June 1, 2010, Keystone submitted a proposal for the redevelopment of the Project Area, which proposal was discussed at public meetings of the Village held on June 14, 2010, October 25, 2010 and November 29, 2010, which project was later supplemented (together the "<u>Project</u>") and discussed at other public meetings of the Village; and

WHEREAS, the Project included, among other requests and requirements, that the Village pay certain "redevelopment project costs," as such term is defined in the TIF Act, from amounts on deposit in the TIF fund established for the TIF District ("<u>TIF Account</u>") necessary to complete certain real estate acquisition, environmental remediation and tenant lease termination and/or relocation within the Project Area ("<u>TIF Request</u>"); and

WHEREAS, on December 13, 2010, the Village and Keystone entered into a certain "Agreement Regarding Commitment of TIF Funds for Redevelopment Project Costs at Lake and Lathrop," which was subsequently amended on November 11, 2013 by a certain "First Amendment to the Agreement Regarding Commitment of TIF Funds for the Redevelopment Project Costs at Lake and Lathrop," and amended a second time on December 29, 2014 by a certain "First Amendment to the Agreement Regarding Commitment of TIF Funds for TIF Funds for the Redevelopment Project Costs at Lake and Lathrop," and amended a second time on December 29, 2014 by a certain "First Amendment to the Agreement Regarding Commitment of TIF Funds for
Redevelopment Project Costs at Lake and Lathrop," and amended a third time on December 14, 2015 by a certain "Third Amendment to the Agreement Regarding Commitment of TIF Fund for Redevelopment Project Costs at Lake and Lathrop" (together the "Preliminary Agreement"); and

WHEREAS, on December 31, 2010, the TIF District was terminated, however, prior to such termination, the Village committed and set aside under the Preliminary Agreement an amount equal to One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) from the TIF Account ("<u>Committed Funds</u>") as a source of funding of the TIF Request for the Project, and since that time the Village has agreed to pay environmental remediation costs of the Project over One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00), if any, as the "Additional Village Funding," as defined in Section 2.03(C) below; and

**WHEREAS,** on August 24, 2015, pursuant to Village resolution 15-06, the Village approved "A Resolution Expressing Official Intent Regarding Expenditures Related to the Lake and Lathrop Redevelopment Project to be Reimbursed by Funds Held by the Village of River Forest" ("<u>Inducement Resolution</u>"), which recommitted the Committed Funds and confirmed the availability of the Committed Funds for the Project on the terms set forth in the Preliminary Agreement; and

**WHEREAS,** prior to the Effective Date, the Village expended approximately Fifty Two Thousand and No/100 Dollars (\$52,000.00) from sources other than the Committed Funds (and which will not be credited against any Additional Village Funding, if any) to obtain a phase II environmental site assessment of the "<u>Ditchfield Property</u>," and the "<u>Al Saffar Property</u>" as legally described in <u>Exhibit A-3</u>, and, prior to the Effective Date, the Village gave the report of the phase II environmental site assessment of the Ditchfield Property to Keystone and the Developer; and

**WHEREAS,** the Village has agreed to pay Forty Thousand and No/100 Dollars (\$40,000.00) from sources other than the Committed Funds (and which will not be credited against any Additional Village Funding, if any) for a portion of a policy of insurance related to the acquisition of the "<u>Al Saffar Property</u>" as set forth in Section 2.03(E) below; and

WHEREAS, the Village and Developer, which Developer is the nominee of Keystone as set forth in the nomination in <u>Exhibit B</u> attached hereto and made a part hereof, desire to enter into this Agreement, which Agreement incorporates the terms of the Preliminary Agreement and contains such other terms and conditions necessary for the completion of the Project by the Village and Developer and the expenditure of the Committed Funds and the Additional funding in connection therewith in accordance with the terms and provisions of this Agreement and the TIF Act, without which, it would be economically infeasible for Developer to complete the Project and there could be no redevelopment of the Project Area; and

WHEREAS, on August 24, 2015, pursuant to Village Ordinance 3566 and the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, <u>et seq.</u>, as amended from time to time ("<u>Business District Law</u>"), the Village approved a business district plan ("<u>Business District Plan</u>"), designated the "East Lake Street Business District No. 1" as a

business district, which covers the Project Area ("<u>Business District</u>") and made a finding that the Business District is blighted and in need of redevelopment; and

**WHEREAS,** pursuant to the Business District Law and the Business District Plan, the Village has the authority to undertake the development, redevelopment, improvement, maintenance, and revitalization of the Business District, and to take actions, and expend funds, to eliminate blight in the Business District, including through the expenditure of the Committed Funds on the Project; and

WHEREAS, in order to eliminate blight in the Project Area, Developer shall acquire the Project Area, and redevelop and operate the Project, as described and depicted onin the site planplanned development permit granted to the Developer by the Village on September 17, 2018 in Ordinance 3711, attached hereto and made a part hereof as Group Exhibit C, respectively, and Developer shall submit an application for a planned development permit with the Village ("Proposed ("Approved PD"), and prior to the Effective Date Developer has provided as the Approved PD may be amended by the Village with satisfactory proof of financing for the Project and satisfactory revenue projections for the Projectfrom time to time; and

WHEREAS, the Project generally consists of a single mixed use building of five (5) floors above grade, with commercial space at the street level ("<u>Commercial Units</u>"), with residential space above street level ("<u>Residential Units</u>"), and on-site parking at grade and below grade, and the budget for the Project as approved by Village and Developer, in preliminary form as of the Effective Date and as the budget may be amended and approved from time to time by the Developer and Village, as applicable ("<u>Project Budget</u>"); and

**WHEREAS,** in order to complete the Project, Developer shall use the Committed Funds to acquire the Parcels and remediate any environmental contamination on the Parcels, and any remaining Committed Funds shall be used as tenant incentives for the Project; and

**WHEREAS,** the Village may use its eminent domain authority granted by virtue of the Illinois Constitution, the Business District Law, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1, *et seq.*, to acquire Parcels within the Project Area that Developer is unable to acquire voluntarily means; and

WHEREAS, this Agreement is an "express written agreement in which a private person or entity agrees to undertake a development project within [a] blighted area that specifically details the reasons for which the property or rights in that property are necessary for the development project" as set forth in Section 5-5-5(d)(iv)(A) of the Illinois Eminent Domain Act, 735 ILCS 30/5-5-5(d)(iv)(A), as Developer agrees by the terms of this Agreement to undertake the development of the blighted Project Area because each of the Parcels are necessary for the development of the Project due to the boundaries of the Project Area, the uses, character, and nature of the Project, the market demand for redevelopment of the Project Area, and the willingness of Developer to undertake the Project only if the Project Area includes the Parcels; and WHEREAS, the Village is desirous of having the Project Area, rehabilitated, developed and redeveloped as contemplated under the TIF Plan, the Business District Plan, and the Inducement Resolution, and in accordance with the authority granted by the TIF Act and the Business District Law, in order to serve the needs of the Village, carry out the purposes of the TIF Plan and the Business District Plan, arrest physical decay and decline in the Project Area, eliminate the blight in the Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake the incentives, under the terms and conditions hereinafter set forth, to assist such redevelopment, without which incentives the redevelopment and rehabilitation of the Project Area could not occur; and

WHEREAS, on March 23, 2016, the Village President and Board of Trustees approved an agreement entitled "Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" ("<u>Original Redevelopment Agreement</u>") with Developer; and

**WHEREAS,** the Original Redevelopment Agreement called for the redevelopment of certain property in the Village generally located at the southwest corner of Lake Street and Lathrop Avenue by the Developer; and

**WHEREAS,** the Redevelopment Agreement required the Developer to file <u>ana planned</u> <u>development permit</u> application for the <u>Project ("Proposed PD")</u> with the Village by June 14, 2016, which the Developer failed to do; and

**WHEREAS,** on June 29, 2016, the Village sent a first default notice to the Developer pursuant to the Original Redevelopment Agreement, stating the reasons for the default of the Developer's obligations under the Original Redevelopment Agreement, and the Developer asked for an extension of time to submit an application for the Proposed PD to the Village; and

WHEREAS, the Village agreed to amend the Original Redevelopment Agreement, and to extend the time for the Developer's submission of a planned development application to the Village from June 14, 2016 to October 14, 2016, and on July 12, 2016, the Village approved the amendment to the Original Redevelopment Agreement in Resolution 16-10 and the "First Amendment To The Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer ("<u>First Amendment</u>"); and

WHEREAS, the Developer failed to meet the deadlines in the Original Redevelopment Agreement, as amended by the First Amendment, with respect to submitting an application for the Proposed PD and with respect to property acquisition and due diligence, and the Developer asked for another extension of time to submit an application for the Proposed PD and to acquire the Parcels; and

WHEREAS, the Village agreed to amend the Original Redevelopment Agreement, as amended by the First Amendment, and to extend the time for the Developer's submission of an application for the Proposed PD from October 14, 2016 to November 15, 2016, and to extend the

time for the Developer to complete its due diligence on the Parcels, from June 14, 2016 to November 15, 2016, and on October 10, 2016, the Village approved the amendment to the Original Redevelopment Agreement, as amended by the First Amendment, in Resolution 16-11 and the "Second Amendment To The Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer (the "("Second Amendment"); and

**WHEREAS,** the Original Redevelopment Agreement, as amended by the First Amendment and Second Amendment, required the Developer to acquire the Parcels on or before September 30, 2016, or within sixty (60) calendar days thereafter, and required the Developer to have undertaken its due diligence on the Parcels by November 15, 2016; and

WHEREAS, the Developer again failed to meet the deadlines regarding property acquisition and due diligence, and on December 2, 2016, the Village sent a second default notice to the Developer pursuant to the Original Redevelopment Agreement, stating the reasons for the default of the Developer's obligations under the Original Redevelopment Agreement, as amended by the First Amendment and the Second Amendment; and

WHEREAS, the Developer asked for another extension to complete its due diligence on the Parcels, to submit a planned development application to the Village, and to acquire the Parcels, and the Village agreed to amend the Original Redevelopment Agreement, as amended by the First Amendment and the Second Amendment, and to extend the time for the Developer's submission of an application for the Proposed PD from November 15, 2016 to March 10, 2017, to extend the time for the Developer to complete its due diligence on the Parcels, from November 15, 2016 to January 30 2017, to extend the time for the Developer to acquire the Parcels from September 30, 2016 to January 30, 2017, to submit a written require or application for a "No Further Remediation" determination from the Illinois Environmental Agency for the Parcels on or before August 1, 2017, and to complete remediation of the Parcels by November 30, 2017, and on January 9, 2017, the Village approved the amendment to the Original Redevelopment Agreement, as amended by the First Amendment and the Second Amendment, in Resolution 17-03, and the "Third Amendment To The Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois" attached thereto, which was executed by the Developer (the "("Third Amendment")); and

WHEREAS, the Developer again failed to meet the deadlines in the Original Redevelopment Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment regarding planned development application submittal, property acquisition and due diligence (the Original Redevelopment Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment is the "<u>Amended Original Redevelopment Agreement</u>"); and

WHEREAS, the Developer asked for another extension to certain of the deadlines set in the Amended Original Redevelopment Agreement, and the Village, on September 18, 2017, approved a comprehensive amendment and restatement of the Amended Original Redevelopment Agreement in Resolution 17-16, which approved the "Amended And Restated Redevelopment Agreement For Lake Street And Lathrop Avenue In The Village Of River Forest, Cook County, Illinois," which was executed by the Developer ("Amended and Restated Redevelopment Agreement"); and

WHEREAS, the Developer again failed to meet certain deadlines in the Amended and Restated Redevelopment Agreement; and

**WHEREAS,** prior to the Effective Date, the Developer has made progress on some of its obligations under the Amended Originaland Restated Redevelopment Agreement, as set forth in Section 1.03 below, but the Developer requires additional time to complete its remaining obligations, and the parties desire to amend certain of their other obligations in the Amended Original Redevelopment Agreement; and

WHEREAS, prior to the Effective Date, some of the Committed Funds have been spent pursuant to the terms of the Amended Original Redevelopment Agreement, <u>including</u> for the acquisition of the 423 Ashland Property-and, the Ditchfield Property and the Al Saffar Property, as further described in Section 1.03 below; and

WHEREAS, the Village and the Developer agree to amend and restate the Amended Original Restated Redevelopment Agreement on the terms set forth in this Agreement;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

# 1. <u>RECITALS; EFFECT OF AGREEMENT; PROJECT PROGRESS</u>:

1.01 <u>Recitals.</u> The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though such recitals were fully set forth in this Section 1. This Agreement shall be construed in accordance with such recitals.

Effect of Agreement. Approval of this Agreement shall not waive any defaults or 1.02 breaches of the Amended Original Redevelopment Agreement or the Amended and Restated Redevelopment Agreement by the Village or by the Developer existing as of the Effective Date of this Agreement, to the extent that this Amended Original Redevelopment Agreement does not result in the cure of a default or breach of the Amended Original Redevelopment Agreement or the Amended and Restated Redevelopment Agreement existing as of the Effective Date of this Agreement. Subject to the foregoing limitations in this Section 1.02, this Agreement amends and restates, in its entirety, the Amended Original and Restated Redevelopment Agreement, and the Amended Original and Restated Redevelopment Agreement is of no further force or effect, except that the Village and the Developer may address any uncured default or breach by the other occurring under the terms of the Amended Original Redevelopment Agreement or the Amended and Restated Redevelopment Agreement in accordance with the terms of Sections 7 and 9 of this Agreement, and all references to the "Agreement" in Sections 7 and 9 shall include, for purposes of uncured default or breaches by the Village or the Developer under the Amended Original Redevelopment Agreement or the Amended and Restated Redevelopment Agreement

prior to the Effective Date of this Agreement, "or of the Amended Original<u>Redevelopment</u> <u>Agreement or of the Amended and Restated</u> Redevelopment Agreement."

## 1.03 Project Progress.

<u>A.</u> Prior to the Effective Date, the Developer has taken the following substantial actions in furtherance of the Project:

<u>A. Acquisition of 1. Acquired</u> the 423 Ashland Property with the Committed Funds, on September 22, 2016.

B. Acquisition of 2. Acquired the Ditchfield Property with the Committed Funds, on or around March 6, 2017.

C. Execution of a purchase agreement for 3. Acquired the Al Saffar Property with the Committed Funds, on or around September 29, 2017.

4. Submitted an application to the Village for Proposed PD, on June 1, 2018.

5. Obtained the Approved PD from the Village, on September 17, 2018.

6. Marketed the Project and obtaining contracts for presales of some of the Residential Units.

B. Prior to the Effective Date, the Village has disbursed Committed Funds in the amount of One Million Seven Hundred Seventy-Eight Thousand Three Hundred Seventy and 76/100 Dollars (\$1,778,370.76), for the Acquisition Costs of the 423 Ashland Property, the Ditchfield Property and the Al Saffar Property. As of the Effective Date, there are remaining Committed Funds to be disbursed to Developer in the amount of One Hundred Sixty-One Thousand Six Hundred Twenty-Nine and 24/100 Dollars (\$161,629.24).

1.04 <u>Marketing, Pre-Sales and Pre-Construction Activity.</u> The Developer shall begin the off-market advertising of the Project, no later than November 1, 2017 <u>until it is fully</u> occupied. Marketing shall include the Developer's best efforts to secure pre-sale contract commitments in order to expeditiously secure and obtain the necessary construction financing for the Project. The Developer shall provide a monthly report by the 15<sup>th</sup> of the following month to the Village by electronic mail of the summary of the Developer's efforts, or the Developer's agents' efforts, in marketing the Project, which report shall include, but not be limited to, presales activities and presales made for the Project. The monthly reports shall be provided by the Developer on the basis that the information and data in the monthly reports are trade secrets and commercial or financial information obtained by the Village from the Developer where the trade secrets or commercial or financial information are furnished under a claim that the monthly reports are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the Developer, as set forth under Section 7(1)(g) of the Illinois Freedom of Information Act, 5 ILCS 140/7(1)(g). The Developer shall make its best efforts to begin public marketing of the Project including on-site signage and an on-site sales office no later than March 1, 2018, however, the Developer shall not be in default of its on-site marketing obligations in this Agreement if the March 1, 2018 deadline is not metmarket the Project using on-site signage and a sales office in the vicinity of the Project Area.

# 2. <u>PROJECT</u>:

2.01 <u>Consent to Nomination and Restatement of the Preliminary Agreement</u>. The Village consents to the nomination of Developer by Keystone, in <u>Exhibit B</u>, as successor of Keystone's rights and interest in the Preliminary Agreement. This Agreement amends, restates and supersedes, in its entirety, the Preliminary Agreement, and the Preliminary Agreement is of no further force or effect.

2.02 <u>Conformity With Plans</u>. The Project shall be built and operated in conformity with the site plan and Project description in <u>Group Exhibit C</u>, as modified by the Approved PD (as defined in Section 4.04(A) below, and subject to the Developer's right to terminate this Agreement set forth in Section 4.04(A) below if the Approved PD does not materially confirm with the Project Description in <u>Group Exhibit C</u>Approved PD, as the Approved PD may be amended by the Village from time to time.

2.03. <u>Project Funding</u>. The Project shall be funded as follows:

A. The Committed Funds shall be used to pay for a portion of the costs to (i) acquire the Parcels, including customary costs of closing and the cost of insurance premiums paid as part of the consideration for the acquisition of any Parcel, (ii) remediate environmental contamination and unsuitable or unstable soils on the Parcels, (iii) demolish structures and subsurface improvements on the Parcels, (iv) provide tenant incentives for the commercial tenants of the Project, (v) design the Project incurred by an architect, and (vi) cover Developer's portion of the insurance policy contemplated in Section 2.03(E) below. The Committed Funds shall only be used for "redevelopment project costs" as defined in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). The Village's financial contribution to the Project shall be the Committed Funds, which Committed Funds shall not exceed the amount of One Million Nine Hundred Thousand Dollars and No/100 Dollars (\$1,900,000.00), plus the Additional Village Funding, as further defined in Section 2.03(C) below. The Village shall pay the Committed Funds as set forth in Section 6.01(A) below.

B. The purchase prices, just compensation, the Village's attorney's fees, the Village's expert witness fees, any other amounts ordered to be paid by the Village, and court costs in any eminent domain proceedings initiated under this Agreement, and all reasonable and customary closing costs, fees and expenses to acquire the Parcels, shall be

the "Acquisition Costs." The costs to remediate environmental contamination on the Parcels shall be the "Remediation Costs." Remediation Costs shall only include the costs of remediating environmental contaminants relative to the Project, and specifically in the instance of removing subsurface material (soil, etc.) from the project site, shall be the net difference between the cost of sending the material to a special landfill versus a regular landfill. Remediation Costs shall not include any amount unrelated to remediating environmental contaminants. The costs to demolish surface and subsurface structures andrelative to correct unstable or unsuitable soils the Project within the Project Area shall be the "Demolition Costs." The costs of tenant incentives, including tenant improvements, relocation and lease termination, to the extent permitted under the TIF Act, for commercial tenants of the Project shall be the "Tenant Incentives Costs." The costs to develop, design and prepare the planned development and architectural drawings and secure a permit for the Project incurred from the Project architect shall be the "Architecture Costs." Together the Acquisition Costs, the Remediation Costs, the Demolition Costs, the Architecture Costs, and the Tenant Incentives Costs shall be the "Reimbursable Costs." Reimbursable Costs shall not include the Developer's attorney's fees, engineer's fees, or market research and analysis fees.

C. Developer shall be responsible for payment, whether paid by the Developer directly or whether through purchase price deductions or payments from third parties made under negotiated purchase contracts for any Parcel, of the first One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00) of the Remediation Costs ("<u>Remediation Cap</u>"), which amounts may be paid in whole or part from the Committed Funds. The Village shall be responsible for paying the Remediation Costs above the Remediation Cap ("<u>Additional Village Funding</u>"). The Village shall pay the Additional Village Funding as set forth in Section 6.01(A) below.

D. Developer shall provide the additional funding to construct and complete the Project in an amount equal to the funds necessary to complete and operate the Project, including the Reimbursable Costs, less the Committed Funds and less the Additional Village Funding, if any, which additional funding to be provided by the Developer is sometimes hereinafter referred to as the "<u>Additional Developer Project Funding</u>."

E. The Village shall paypaid into the closing escrow for the Al Saffar Property Forty Thousand and No/100 Dollars (\$40,000.00) from sources other than the Committed Funds (and which will not be credited against any Additional Village Funding, if any) to pay for a portion of the cost of a policy of insurance regarding environmental liabilities on the Al Saffar Property.

F. As of the Effective Date, Developer has not paid all real estate taxes due and owing on the Project Area within the time allowed because it is pursuing certificates of error for the Project Area for tax year 2017. Notwithstanding any term in this Agreement to the contrary, the Village shall hold the remaining Committed Funds due and owing to Developer under this Agreement as of the Effective Date until the last of (i) resolution of the certificates of error for tax year 2017 for the Project Area pending as of the Effective Date ("Certificates of Error"), (ii) Developer paying all real estate taxes due and owing on the Project Area, as may be adjusted by the Certificates of Error, (iii) Developer providing the Village with proof of payment of all real estate taxes due and owing on the Project Area, after resolution of the Certificates of Error, and (iv) receipt of all documents and information needed for the Village to release the remaining Committed Funds to Developer per Section 6.01 below. The Village waives any breach of this Agreement by Developer due to the late payment by Developer of the real estate taxes subject to the Certificates of Error.

3. <u>DEVELOPER REPRESENTATIONS AND WARRANTIES</u>: Developer hereby represents and warrants, to and for the benefit of Village, the following:

3.01 <u>Existence/Authority</u>. Developer is a limited liability company, is duly organized and validly existing under the laws of the State of Illinois, is fully qualified to do business in the State of Illinois, and has the power and authority to enter into this Agreement. Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company authorized to do business in Illinois, so long as Developer maintains an interest in the Project Area or has any other remaining obligation pursuant to the terms of this Agreement.

3.02 Authority/Conflict/Litigation/Financials. (i) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Agreement; (ii) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's organizational documents, or any agreement, instrument or document to which Developer is now a party or by which it is bound; (iii) Developer is now solvent and able to pay its debts as they mature; (iv) there are no actions at law or similar proceedings which are pending or, to Developer's knowledge, threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement; (v) Developer has obtained or shall obtain all government permits, certificates, consents and franchises necessary to continue to conduct its business and to own or sell, lease and operate its properties as now owned, sold or leased by it; (vi) Developer has, or will have, sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement; (vii) Developer is not aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and Developer is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute; (viii) Developer represents and warrants to the Village that Developer, and its respective principals, are experienced in the development and operation of upscale commercial/retail and residential mixed use projects similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project; (ix) Developer and successor owners agree to pay or cause to

be paid all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent; and (x) Developer represents and warrants to the Village that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such Developer's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction, except as set forth in Section 9.13 below.

3.03 <u>No Gifts</u>. Developer covenants that no manager, member, employee or agent of Developer, or any other person or entity connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Village's corporate authorities, or any officer, employee or agent of the Village, or any other person or entity connected with the Village, any money or anything of value as a gift, or as a means of influencing his or her action in his or her capacity with the Village, other than as provided for under 5 ILCS 430/10-10 through 10-40.

3.04. <u>Disclosure</u>. Prior to the Village President and Board of Trustees' approval of the Third Amendment, the Developer disclosed to the Village in writing, all the names, addresses and ownership interests of all persons and entities that have an ownership interest in Developer. Developer shall notify the Village in writing throughout the term of this Agreement, within five (5) calendar days after change or execution, as the case may be, of the names, addresses and ownership interests of any new owners of Developer, and to send the Village copies of the instrument(s) creating, amending, terminating, or otherwise affecting the ownership interests of any new owner(s) of Developer, concurrent with the execution of such instrument(s). Developer shall at all times maintain adequately detailed written records of the persons and entities with ownership interests in Developer.

# 4. <u>DEVELOPER OBLIGATIONS, COVENANTS AND AGREEMENTS</u>:

4.01 <u>Planned Development</u>. Developer shall attend a pre-filing conference of the Village's Development Review Board regarding the Proposed PD on or before November 16, 2017. Developer shall submit a complete application to the Village for the Proposed PD on or before November 30, 2017 ("Proposed PD Application Deadline"). Developer shall pursue the Proposed PD without delay once a complete application has been filed. If Developer fails to meet its deadlines in this Section 4.01, the Village may terminate this Agreement as set forth in Section 7.06(A)(2) below. If the Developer meets the pre-filing conference deadline and Proposed PD Application Deadline in this Section 4.01, the Village shall return the "Performance Deposit," as defined in Section 4.02(D) below, to the DeveloperDeveloper obtained the Approved PD, as it may be amended by the Village from time to time.

4.02 <u>Property Acquisition</u>. Developer shall acquireacquired each Parcel on or before September 29, 2017 ("Parcel-Voluntary Acquisition Deadline"). the Effective Date. The legal descriptions of the Project Area, in <u>Exhibit A-2</u>, and of the Parcels, in <u>Exhibit A-3</u>, shall be updated, if necessary, upon receipt of a legal description from a surveyor relative to Developer's acquisition of the Parcels that differs from the legal descriptions set forth in <u>Exhibits A-2</u> and <u>A-</u> <u>3</u>, respectively.

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A. Developer acquired the 423 Ashland Property prior to the Effective Date, and was reimbursed for the Acquisition Costs thereof from the Committed Funds.

B. As set forth in Section 6.01(A) below, Developer may seek reimbursement for the Acquisition Costs of the Parcels concurrently with the closing of each Parcel, and without the necessity of Developer disbursing the Acquisition Costs from Developer's own funds, unless the Acquisition Costs necessary to acquire a Parcel would exceed the amount of the remaining Committed Funds, in which case Developer shall be responsible for paying an amount of Additional Developer Project Funding for those Acquisition Costs.

C. As of the Effective Date and through September 29, 2017 ("Initial <u>Feasibility Period</u>"), Developer shall (i) conduct and/or commission studies and investigation of the contamination and suitability of the soils on all of the Parcels, (ii) make good faith efforts to acquire the ownership and leasehold interests in the Parcels, (iii) conduct and/or commission studies and focus groups and investigate the market feasibility of the Project, and (iv) undertake initial preparation of plans and specifications and other data necessary to file an application for a planned development permit issued by the Village for the Project on or prior to the Proposed PD Application Deadline. Developer shall provide the Village, at Developer's cost, with copies of all studies, investigations, reports, plans, specifications and data generated under this Section 4.02(C) (collectively the "Due Diligence Materials") on a timely basis, and in any event no less than every thirty (30) calendar days, as the Due Diligence Materials are obtained by Developer or its affiliates, and all Due Diligence Materials in the possession of the Developer's cost, within fourteen (14) calendar days of the Effective Date.

D. Developer shall, within five (5) business days of the Effective Date, deposit with the Village the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) by certified check ("<u>Performance Deposit</u>"), which shall be held by the Village and distributed by the Village in accordance with the terms of this Agreement.

B. [Intentionally omitted]

- C. [Intentionally omitted]
- D. [Intentionally omitted]

E. After using its best efforts, if Developer is unable to timely extinguish any lease on a Parcel that must be extinguished to allow the Project proceed, Developer may request that the Village use its eminent domain authority to extinguish the lease(s). The Village may use its eminent domain authority to extinguish a lease in its sole discretion, and if the Village does so, the Developer shall cooperate and execute such documents, provide such information, and participate in the eminent domain litigation as reasonably requested by the Village in the furtherance of the acquisition of such Parcel using the Village's eminent domain authority. The Acquisition Costs incurred pursuant to this

Section 4.02(E) shall be paid from the Committed Funds first, and thereafter from the Additional Developer Project Funding. The Developer shall pay the Additional Developer Project Funding for the Acquisition Costs incurred pursuant to this Section 4.02(E) within fourteen (14) calendar days of a written request by the Village for such payment.

F. Developer may terminate this Agreement as set forth in Section 7.06(A)(1) on or before the "Construction Commencement Date," as defined in Section 4.04(C) below, if:

1. If the Project is not feasible due to extraordinary market conditions not attributable to any act or omission of Developer; or

2. If financing for the Project is unavailable after Developer used its reasonable best efforts to obtain such financing.
F. [Intentionally omitted]

G. [Intentionally omitted]

H. The date the final Parcel is acquired shall be the "<u>Project Area Acquisition</u> <u>Date</u>." If the Project Area has not been acquired on or prior to September 29, 2017 ("<u>Project Area Outside Acquisition Date</u>"), the Village and/or Developer shall have the right to elect to terminate this Agreement as set forth in Section 7.06(A)(2). The Developer or Village may extend the Project Area Outside Acquisition Date by requesting in writing to the other, prior to the expiration of the Project Area Outside Acquisition Date, one (1) extension of thirty (30) calendar days of the Project Area Outside Acquisition Date.

H. [Intentionally omitted]

I. On or before June 17, 2019, Developer shall have caused all tenants of the Project Area to vacate the Project Area.

4.03 <u>Remediation and Demolition</u>.

A. On June 1, 2018 (the "<u>Pre-Sale Date</u>"), if presales for the residential units in the Project are below Twenty Percent (20%) of the total number of residential units, then Developer may either may terminate this Agreement pursuant to Section 7.06(A)(1), or extend the Pre-Sale Date to August 1, 2018. If the Developer has extended the Pre-Sale Date to August 1, 2018, on August 1, 2018, if presales for the residential units in the Project are below Twenty Percent (20%) of the total number of residential units, then Developer may either terminate this Agreement pursuant to Section 7.06(A)(1) or elect to proceed with the Project. If the Developer has set the Pre-Sale Date at August 1, 2018, on August 1, 2018, if presales for the residential units in the Project are above Twenty Percent (20%) of the total number of residential units, then Developer shall, within sixty (60) calendar days ("<u>Parcel Remediation Commencement Deadline</u>") have obtained all necessary permits to commence the Remediation Work as set forth in Section 4.03(B) and shall have commenced the Remediation Work with contractors performing the demolition and remediation activities on each Parcel. Notwithstanding anything in this Section 4.03(A) to the contrary, Developer may commence the Remediation Work at any time prior to the Parcel Remediation Commencement Deadline, in its discretion.

B. From and after the Parcel Remediation Commencement Deadline, Developer shall diligently and without delay undertake to remediate environmental <del>contamination from each acquired Parcel ("Remediation Work").</del>A. From and after the Effective Date, Developer shall diligently and without delay physically demolish the structures and subsurface improvements on, and remediate environmental contamination from, each Parcel ("Remediation Work"). Developer shall engage a consultant who will develop a plan and procedure for the Remediation Work, supervise the Remediation Work and make reasonable and customary application for a "No Further Remediation" determination for each acquired Parcel from the Illinois Environmental Protection Agency ("NFR"). No NFR obtained shall contain any limitations or conditions which are either unacceptable to Developer, in its sole discretion, or which would preclude or restrict the Project from being built, used, and operated as set forth in the Approved PD. Remediation is defined as the physical demolition of buildings and treatment of the soil to eliminate contaminated materials. Developer shall demolish all surface and subsurface improvements and the remediation of remediate all unstable or unsuitable soil conditions necessary for the construction, use and operation of the Project.

B. The Remediation Work shall be substantially complete, and Developer shall have submitted all applications and materials to the Illinois Environmental Protection Agency for the NFR, prior to the issuance of any building permit by the Village for the Project.

<u>C.</u> If the Village takes title to the Project Area under the Section 7.06 of this Agreement, the Village shall pay Developer the Demolition Costs and Remediation Costs actually incurred and paid for by Developer not previously reimbursed by the Village to Developer, within ninety (90) calendar days of a written request from Developer, subject to the conditions and limitations in this Agreement, including in Section 4.03(D) below.

D. If the Village takes back title to the Project Area under Section 7.06 of this Agreement, the reimbursement of Demolition and Remediation Costs from the Village to Developer under Section 4.03(C) are subject to the following conditions and limitations, in addition to those elsewhere in this Agreement:

<u>1.</u> Developer shall be in compliance with the terms of this Agreement and all applicable ordinances, laws, rules and regulations.

2. Reimbursement is limited to those Demolition Costs and Remediation Costs which Developer has actually incurred and paid for in furtherance of the Approved PD, and for which Developer timely provides information and materials as reasonably requested by the Village to verify. Each day the Village waits for receipt of information and materials from Developer hereunder shall not be included in the counting of calendar days after which the reimbursement is to be made under Section 4.03(C) above. Reimbursement shall not be paid for any Demolition Cost or Remediation Cost unrelated to the Approved PD.

<u>3.</u> Reimbursement is capped at the total not to exceed amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) for Demolition Costs.

<u>4.</u> Reimbursement is capped at the total not to exceed amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) for Remediation Costs.

5. Reimbursement shall not be made by the Village more than once for any Demolition Cost or Remediation Cost. As an illustration, if the Village previously reimbursed Developer from the Committed Funds for a particular Demolition Cost or Remediation Cost, Developer shall not be entitled to reimbursement a second time for that Demolition or Remediation Cost.

4.04 Covenant to Redevelop, Commencement and Completion.

A. Developer shall construct and operate the Project in conformity with this Agreement and the <u>planned development approved Approved PD</u>, as amended by the Village (<u>"Approved PD</u>").from time to time. In the event of a conflict between the terms of <u>construction and operation of the Project in this Agreement and the Approved PD</u>, as amended by the Village from time to time, the terms of the Approved PD, as amended by the Village from time to time, the terms of the Approved PD is made shall be the "Approved PD Date," and Developer shall have the right to terminate this Agreement within ten (10) business days of the Approved PD Date under the terms of Section 7.06(A)(1) in In the event that the Approved PD is not granted in reasonable material conformity with the Proposed PD, unless such deviation f a conflict between the termsdeadlines in Section 4.04 of this Agreement and the Approved PD-is consented to by Developer, as amended by the Village from time to time, the deadlines in the Approved PD, as amended by the Village from time to time, the deadlines in the Approved PD, as amended by the Village from time to time, shall control.

B. Developer shall apply for all permits necessary for construction of the Project within sixty (60) calendar days of the later of the (i) Pre Sale Date, as may be extended on or before June 17, 2019, per Section 4.03(A), or (ii) the Approved PD Date10-19-7(C) of the Village's Zoning Ordinance ("Permit Application Deadline") or within an extension of the Permit Application Deadline permitted in this Section 4.04(B)."). Developer shall notify the Village in writing within two (2) business days of Developer's first application of a permit for the Project. The Developer may extend the Permit Application Deadline by requesting in writing to the Village, prior to the expiration of the Permit Application Deadline, one (1) extension of thirty (30) calendar days of the Permit Application Deadline. If the Developer fails to apply for all permits

necessary for the construction of the Project by the Permit Application Deadline, the Village and/or Developer shall have the right to elect to terminate this Agreement as set forth in Section 7.06(A)(1). The date Developer receives the last of the permits necessary for construction of the Project shall be the "Permit Receipt Date."

C. Developer shall commence construction of the Project within sixty (60) calendar days after the Permit Receipt Dateon or before December 17, 2019, per Section 10-19-7(D) of the Village's Zoning Ordinance ("Construction Commencement Deadline"). The Developer may extend the Construction Commencement Deadline by requesting in writing to the Village, prior to the expiration of the Construction Commencement Deadline, one (1) extension of thirty (30) calendar days of the Construction Commencement Deadline. If Developer fails to commence construction of the Project by the Construction Commencement Deadline, the Village and/or Developer shall have the right to elect to terminate this Agreement as set forth in Section 7.06(A)(1). The date construction commences on the Project shall be the "Construction Commencement Date."

D. Developer shall-substantially complete construction of the Project, and obtain a "Certificate of Completion," as defined in Section 6.04 below, within eighteen (18) monthson or before June 17, 2021, per Section 10-19-7(D) of the Construction Commencement DeadlineVillage's Zoning Ordinance ("Project Completion Deadline"). TheIf Developer may extend the Project Completion Deadline by requesting in writingfails to the Village, prior to the expirationcomplete construction of the Project by the Project Completion Deadline, one (1) extension of thirty (30) calendar days of the Project Completion Deadline. The date the Project is completed the Village and/or Developer shall be the "Project Completion Date." have the right to elect to terminate this Agreement as set forth in Section 7.06(A)(1).

4.05 <u>Tenant Control</u>. The Commercial Unitsspace within the Project Area shall not be leased, sold, or used for any use set forth in the "Prohibited Commercial Tenant List" in Exhibit <u>D</u> attached hereto and made a part hereof. No lease or agreement for the use of any part of the Project Area shall be valid if the use is set forth in Exhibit <u>D</u>, or unless approved by the Village in writing, in the Village's sole and absolute discretion. In the event of a violation of this Section 4.05, Developer shall be liable to the Village for damages equal to One Thousand and No/100 Dollars (\$1,000.00) for each calendar day the violation exists and, in addition to all other remedies set forth in this Agreement, the Village may, without delay, petition a court for, among any other relief available, equitable relief to cure the violation. All costs, including attorneys' fees, incurred by the Village in enforcing this Section 4.05 shall be the responsibility of Developer. Section 4.05 shall survive termination of this Agreement.

4.06 <u>Compliance With Laws</u>. Developer shall perform its obligations under this Agreement in accordance with the requirements of this Agreement and shall be in conformity with all applicable federal, State, and Village laws, ordinances and regulations. Developer shall be governed by, and shall adhere to and obey any and all applicable federal, State, and Village laws, statutes, ordinances, rules, regulations and executive orders applicable to the Project as may be in effect from time to time; provided, however, that amendments to the Village's

Building Code and Zoning Ordinance applicable the Project shall not apply to the Project for a period of three (3) years from the Project Completion Date without the Developer's consent.

## 4.07 <u>Developer Meetings and Cooperation</u>.

A. Developer shall meet with and make presentations to the Village as reasonably requested by the Village, and as shall be reasonably necessary and desirable to present and explain all or any portion of the Project, at times mutually agreeable to the parties.

B. Developer hereby agrees to designate representatives of Developer with full power and authority to meet with the designated representatives of the Village for the purpose of carrying out the provisions of this Agreement, so long as any such meetings are conducted in accordance with all applicable laws of the State of Illinois and the ordinances of the Village.

4.08 <u>Restrictions/Additional Covenants</u>. Developer agrees that with respect to the construction and operation of the Project, it shall observe, and cause its agents and employees to observe, the following restrictions:

A. Develop the Project Area for which Developer is responsible to redevelop in accordance with the improvements and uses set forth herein;

B. Develop the Project Area for the uses specified herein and in the Approved PD; and

C. Not discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Project Area or any improvements located or to be erected thereon, or any part thereof.

## 4.09 Indemnity and Release.

A. Except for gross negligence or willful misconduct of the Village, its governing body members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees thereof ("Indemnified Parties"), Developer agrees to indemnify the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or if other persons or entities acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.

B. Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Project Area or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

C. Developer waives any claims against the Indemnified Parties, and its members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law or relating to the environmental condition of the land comprising the Property.

D. No liability, right or claim at law or <u>inequity</u> shall attach to or shall be incurred by the Village's elected officials, officers, attorneys, agents and/or employees, and any such rights or claims of Developer against the Village's elected officials, officers, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

E. In addition to the other indemnification obligations of Developer in this Agreement, Developer and Keystone shall be jointly and severally responsible for indemnifying the Indemnified Parties, now and forever, and holding the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity claiming an ownership interest in Developer, this Agreement, or the Project other than by Keystone.

F. Keystone executed a "Limited Joinder" on January 6, 2017, a true and accurate copy of which is attached hereto as <u>Exhibit F</u> and made a part hereof, agreeing and acknowledging that Keystone is bound by the terms of Section 4.09(E) above.

5. <u>VILLAGE REPRESENTATIONS AND WARRANTIES</u>: The Village hereby represents to and for the benefit of Developer and its permitted successors and/or assigns, as follows:

5.01 <u>Existence/Authority</u>. The Village is a municipal corporation under the laws of the State of Illinois with power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

5.02 <u>Conflict</u>. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party.

5.03 <u>Litigation/Proceedings</u>. There are no actions, suits or proceedings pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority, with the exception of potential eminent domain proceedings with regard to portions of the Project Area which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

5.04 <u>Board Action</u>. All actions of the President and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with the law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

## 6. <u>VILLAGE OBLIGATIONS, COVENANTS AND AGREEMENTS</u>:

#### 6.01 <u>Village's General Project Obligations</u>.

A. For purposes of this Section 6.01(A), unless the context clearly requires otherwise, the phrase "<u>Village Incentive</u>" shall include the "Committed Funds" and the "Additional Village Funding." The Village shall provide the Village Incentive for the Project as follows:

1. At least five (5) business days prior to incurring a Reimbursable Cost for which Developer seeks payment and/or reimbursement from the Village Incentive, Developer shall submit a sworn request for payment to the Village ("<u>Reimbursement Request</u>") on the form attached hereto as <u>Exhibit E</u>.

2. The Village shall distribute a portion of the Village Incentive to pay for those portions of the Reimbursable Costs for which Developer has submitted a Reimbursement Request, if the following conditions precedent are met:

(i) Developer is not in default of any provision of this Agreement, and Developer is in compliance with all federal, State, and Village laws, ordinances, and regulations.

(ii) Developer has submitted to the Village a Reimbursement Request, along with supporting documentation and information as necessary to substantiate the qualification of the expenses and the amount requested.

(iii) Developer shall, within two (2) business days of a request from the Village, provide the Village with all documentation and/or information required to evidence the amount of the Reimbursable Costs subject of the Reimbursement Request, such records to include, but not be limited to, all closing statements, invoices, contracts, contractors' affidavits, lien waivers, copies of checks and any other documentation or information specified by the Village and/or in the possession of Developer.

(iv) The Village shall consider the Reimbursement Request, and, unless subsection (v) below is applicable, within the later of five (5) business day following the submission of the Reimbursement Request, or two (2) business days after the receipt of the documentation and/or information requested by the Village from Developer pursuant to Section 6.01(A)(2)(ii), grant the Reimbursement Request and distribute requested portion of the Village Incentive.

(v) If, in the Village's opinion, premised upon a good faith analysis of the Reimbursement Request and related documentation and information, any portion of the Reimbursement Request requested for payment are not payable under this Agreement, the Village shall within two (2) business days after submission of the Reimbursement Request, notify Developer in writing of the reasons why the Village believes that the Reimbursement Request is not payable and why the Village is not approving a portion or all of the requested disbursement together with reasonably detailed explanations thereof. Developer may request reconsideration of any denied Reimbursement Request(s) without prejudice.

3. The parties acknowledge that the Committed Funds are the only funds the Village will be required to pay under this Agreement, other than the Additional Village Funding as set forth in Section 2.03(C) above, and other than the Village's contribution towards payment on the policy of insurance as set forth in Section 2.03(E) above. If the amount of the Reimbursable Costs exceeds the Village Incentive, the Village shall only be responsible to pay a maximum not to exceed amount of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) from the TIF Account, except for the Additional Village Funding as set forth in Section 2.03(C) above, and except for the Village's contribution towards payment on the policy of insurance as set forth in Section 2.03(C) above.

B. [Intentionally omitted].

6.02 [Intentionally omitted]

6.03 <u>Village Assistance</u>. The Village hereby agrees to designate representatives to meet with the designated representatives of Developer for the purpose of implementing this Agreement. The Village shall act as co-applicant with regard to any necessary governmental or quasi-governmental applications and approvals required for the Project, other than the Proposed PD and permits issued by the Village, including those prosecuted with the Illinois Department of Transportation and the Cook County Highway Department; provided, however, that any action authorizing the implementation, execution or delivery of any additional agreements shall be by the Village Board in accordance with all applicable laws and procedures, it being understood that the Village Board shall have the sole authority to approve additional agreements. The Village

will assist Developer, in securing and obtaining, in an expeditious manner, all necessary governmental approvals, consents, permits, licenses, authorizations and easements reasonably necessary or required for the development and construction of the Project, other than the Planned PD.

Certificate of Completion. After substantial completion of the construction of the 6.04 Project in accordance with the Approved PD and the Village of River Forest Municipal Code, the Village shall promptly, in accordance with the Village of River Forest Municipal Code, furnish Developer with an appropriate instrument so certifying such completion ("Certificate of Completion"). It is the intent of the parties that the Certificate of Completion may be furnished by the Village prior to a certificate of occupancy for any portion of the Project. The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to Developer's obligations in Sections 4.02, 4.03, 4.04 and 4.04 those listed in Section 9.17, and of its successors and assigns, to acquire, remediate, and construct, or cause to be constructed, the Project. The Certificate of Completion shall be in such form as will enable it to be recorded with the Cook County Recorder of Deed's Office. The Village shall respond to written request for a Certificate of Completion within thirty (30) calendar days after the Village's receipt thereof, either with the issuance of a Certificate of Completion or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, and what measures or acts will be necessary, in the opinion of the Village, to take or perform in order to obtain the Certificate of Completion. If the Village requires such additional measures or acts to assure compliance, a written request for a Certificate of Completion shall be resubmitted to the Village upon compliance with the Village's response, which written request shall be considered as provided in this Section 6.04.

6.05 <u>Permits and Permit Fees</u>. The Village hereby agrees to grant its permission for the Project to connect to all water lines, sanitary and storm sewer lines constructed or to be constructed for the Project, provided that Developer complies with all requirements of general applicability promulgated by the Village for such connections, and provided that the Village may only grant permission for the water, sanitary and storm sewer lines which the Village has sole and exclusive jurisdiction over. Developer agrees that it shall pay, in connection with the development of the Project, reasonable and customary building, permit and inspection fees with respect to all portions of the Project.

6.06 <u>No Warranty</u>. The Village makes no warranties or representations regarding, nor does it indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Project Area, or anywhere within the Business District or TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Project Area, or within the TIF District

and Business District, as well as any activity claimed to have been undertaken on or in the vicinity of the Project Area, that would cause or contribute to causing (1) the Project Area to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Project Area within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq., or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Project Area, within the meaning of, or otherwise bring the Project Area within the ambit of, CERCLA, RCRA or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Project Area or the TIF District or Business District, of any substances or conditions in or on the Project Area, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Project Area, or whether any above or underground tanks have been located under, in or about the Project Area have subsequently been removed or filled.

#### 6.06 [Intentionally omitted]

#### 7. PERFORMANCE, DEFAULT, TERMINATION, AND OTHER CONDITIONS:

7.01. <u>Time of the Essence</u>. Time is of the essence of this Agreement.

7.02 <u>Delay</u>. For the purposes of any of the provisions of this Agreement, neither the Village or Developer, as the case may be, nor any successor in interest, shall be considered in default in its obligations under this Agreement in the event of any "<u>Permitted Delay</u>," as defined in this Section 7.02. Provided, however, that the party seeking the benefit of a Permitted Delay shall have, within thirty (30) calendar days after the beginning of any such Permitted Delay, notified the other party in writing of such delay and of the cause or causes thereof, and requested an extension for the period of the Permitted Delay. Permitted Delays are any event which:

A. is beyond the reasonable control of and without the fault of the party relying thereon; and

B. is one or more of the following events:

1. a Change in Law;

2. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

3. epidemic, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;

4. governmental condemnation or taking other than by the Village;

5. strikes or labor disputes, or work stoppages not initiated by Developer;

6. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;

7. shortage or unavailability of essential materials, which materially change the ability of the party relying thereon to carry out its obligations under this Agreement;

8. unknown or unforeseeable geo-technical or environmental conditions;

- 9. major environmental disturbances;
- 10. vandalism; or
- 11. terrorist acts.

Permitted Delays shall not include: economic hardship; unavailability of materials (except as described in Section 7.02(B)(7) above); or a failure of performance by a contractor (except as caused by events which are Permitted Delays as to the contractor).

7.03 <u>No Waiver by Delay</u>. Any delay by the Village in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Village and Developer should still hope to otherwise resolve the problems created by any Default involved). No waiver in fact made by the Village with respect to any specific Event of Default by Developer should be considered or treated as a waiver of the rights of the Village with respect to any other Events of Default by Developer or with respect to the particular Event of Default except to the extent specific Event of Default by Village should be considered or treated as a waiver in fact made by Village or with respect to the particular Event of Default by Village or with respect to the particular Event of Default by No the rights of Default by Village or with respect to the particular Event of Default except to the particular Event of Default by Village or with respect to the particular Event of Default by Village or with respect to the particular Event of Default except to the particular Event of Default except to the particular Event of Default by Village or with respect to the particular Event of Default except to the extent specifically waived in writing.

7.04 <u>Defaults by Developer</u>. The occurrence of any one of the following shall constitute an "Event of Default" by Developer under this Agreement:

A. A default by Developer of any obligation, term, condition or provision, contained in any agreement or document relating to the Project (including this Agreement) or Developer's operating agreement, which would materially and adversely impair the ability of Developer to perform its obligations hereunder, and the failure to cure such default within thirty (30) calendar days after Village's written notice of such default or in the time and manner as may otherwise be provided herein or therein as applicable; provided, however, that if such default is not capable of being cured within such thirty (30) calendar day period, and Developer has commenced cure and the additional time for curing such default will not create additional material adverse consequences, then the period within which to cure such default shall be extended for a reasonable period necessary to effect such cure; or

B. A material representation or warranty of Developer contained herein is not true and correct in material respects for a period of thirty (30) calendar days after written notice to Developer by the Village and has a material and adverse effect on the Project; or

C. If the Developer: (1) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (2) is finally adjudicated a bankrupt; or (3) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (4) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (5) applies to a court for the appointment of a receiver for all or a substantial portion of its assets; or (6) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within ninety (90) calendar days after his appointment or Developer has not bonded against such receivership or appointment; or (7) if a petition described in (3) is filed against Developer and remains undismissed for a period of ninety (90) consecutive calendar days.

Except as otherwise provided for in this Agreement by a specific reference to a termination provision in Section 7.06, upon an occurrence of an uncured Event of Default of Developer, the Village shall, at its election, be relieved of any and all of its obligations to Developer arising pursuant to this Agreement, and such obligations on the part of the Village to Developer shall be immediately cancelled and without any force or effect, and the Village may proceed to enforce the remedies set forth in Section 7.06(A)(1) below.

7.05 <u>Defaults by Village</u>. The occurrence of any one of the following shall constitute an "Event of Default" by the Village under this Agreement:

A. A default by the Village of any obligation, term, condition or provision, contained in any agreement or document relating to the Project (including this Agreement), which would materially and adversely impair the ability of the Village to perform its obligations hereunder, and the failure to cure such default within thirty (30) calendar days after Developer's written notice of such default or in the time and manner as may otherwise be provided herein or therein as applicable; provided, however, that if

such default is not capable of being cured within such thirty (30) calendar day period, and the Village has commenced cure and the additional time for curing such default will not create additional material adverse consequences, then the period within which to cure such default shall be extended for a reasonable period necessary to effect such cure; or

B. A material representation or warranty of the Village contained herein is not true and correct in material respects for a period of thirty (30) calendar days after written notice to the Village by Developer and has a material and adverse effect on the Project.

Except as otherwise provided for in this Agreement by a specific reference to a termination provision in Section 7.06, upon an occurrence of an uncured Event of Default of Village, Developer may proceed to enforce the remedies set forth in Section 7.06(A)(1) below.

## 7.06 <u>Termination/Remedies</u>.

#### A. <u>Termination Upon an Event of Default</u>.

1. If this Agreement is terminated pursuant to a specific reference to this Section 7.06(A)(1), (i) the Developer shall convey any Parcel acquired by Developer to the Village within fifteen (15) business days of a written demand from the Village, or within such other time as directed by the Village in the written demand, for such conveyance, with such conveyances to be by the same quality of deed and title as Developer acquired the Parcel(s); and (ii) the Developer shall forfeit any amounts of equity then contributed by Developer and its lenders to the Project, including without limitation, the Additional Developer Project Funding spent to date<sub> $\tau$ </sub>, subject to the reimbursement of Demolition Costs and Remediation Costs in Section 4.03(C), if applicable, and if any. If this Agreement is terminated pursuant to this Section 7.06(A)(1), the remedies set forth in this Section 7.06(A)(1) shall be the Village's sole remedies hereunder.

2. If this Agreement is terminated as a result of the existence of any Event of Default by Developer, which Event of Default does not have a specific reference to another remedy in this Agreement, or pursuant to a specific reference to this Section 7.06(A)(2), (i) the Developer shall convey any Parcel acquired by Developer to the Village within fifteen (15) business days of a written demand from the Village, or within such other time as directed by the Village in the written demand, for such conveyance, with such conveyances to be by the same quality of deed and title as Developer acquired the Parcel(s); and (ii) the Developer shall forfeit all right and interest in the Performance Deposit and the Village shall be entitled to draw on, keep and use the Performance Deposit for any purpose the Village determines in its sole discretion; and (iii) the Developer shall forfeit any amounts of equity then contributed by Developer and its lenders to the Project, including without limitation, the Additional Developer Project Funding spent to date, subject to the reimbursement of Demolition Costs and Remediation Costs in Section 4.03(C), if applicable, and if any. If this Agreement

is terminated pursuant to this Section 7.06(A)(2), the remedies set forth in this Section 7.06(A)(2) shall be the Village's sole remedies hereunder.

3. [Intentionally omitted]

4. [Intentionally omitted]

- B. [Intentionally omitted]
- C. [Intentionally omitted]
- D. [Intentionally omitted]

E. <u>Consent to Use of Committed Funds and Additional Village Funding.</u> If this Agreement is terminated for any reason, Developer shall have no further interest in the Project, the Committed Funds, or the Additional Village Funding, and Developer shall execute such documents, and provide such information, within the time required by the Village, and as directed by the Village, to allow the Developer's rights and obligations under this Agreement, in the Project, to the Committed Funds, and to the Additional Village Funding, to either be assigned to a new developer chosen by the Village, or distributed in some other manner by the Village, as determined by the Village in the Village's sole discretion. If Developer fails to execute any document required in this Section 7.06(E), Developer shall be deemed to have appointed the Village as Developer's attorney in fact for execution of the document in question on Developer's behalf.

7.07 <u>Further Assistance and Corrective Instruments</u>. The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and Developer's sound legal discretion.

7.08 <u>Open Book Project</u>. The Project shall be an "open book" project, meaning that Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the progress on and costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the issuance of the Certificate of Completion with respect to costs for the Project, unless Developer has failed to make available any such books and/or records requested in writing by the Village. Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements or joint venture agreements pertaining to the Property to which Developer is a party; provided that Developer may, if Developer has previously provided the Village not less than thirty (30) calendar days to review such confidential financial materials, remove from the copies of such

agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance and the Village shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within twenty (20) calendar days after request by the Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors), if any, designated by Developer shall be experienced and reputable.

## 8. <u>INSURANCE</u>:

8.01 <u>Construction</u>. Developer agrees that after the first Parcel is acquired for the Project, Developer will cause the Project to be insured, at no expense to the Village, against loss or damage by fire, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in "extended coverage" endorsements (including during construction thereof builder's risk insurance) in an amount and form so that the proceeds are sufficient to provide for actual replacement of the Project improvements to be built. Said insurance policies of Developer shall provide, respectively, for waivers of subrogation in favor of the Village. The parties agree to waive all rights of recovery as against the other party hereto arising from loss or damage caused by the perils enumerated above and agrees that any policies obtained under these provisions shall be endorsed accordingly.

8.02 <u>Liability</u>. In addition, Developer also will, at its own expense, maintain or cause to be maintained primary and non-contributory general public liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Project Area, such insurance in each case to afford protection to the limit of not less than \$2,000,000 in respect of injury or death to one or more persons arising out of any one occurrence, and such insurance against property damage to afford protection to the limit of not less than \$1,000,000 in respect of any instances of property damage and umbrella coverage of not less than \$3,000,000. Developer shall have the "Village of River Forest, its elected and appointed officials, employees, agents, and contractors" named as an additional insured on its general public liability insurance policy and shall deliver or cause to be delivered to the Village a current certificate of insurance in the required amounts, identifying the Village as an additional insured on the face of said certificate. Developer shall provide the Village with notice and a new certificate of insurance immediately if any change in insurance or insurance coverage occurs during the term of this Agreement.

# 9. <u>MISCELLANEOUS</u>:

9.01 <u>Term of Agreement/Recording/Covenants Running With Land</u>. The term of this Agreement shall commence as of the Effective Date, and shall terminate once all the obligations of the parties hereto have been fully performed, or upon an Event of Default of any material provision hereof by either party hereto, which is not cured in accordance herewith. The parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records, and the parties hereto acknowledge

that this Agreement shall be recorded with the Cook County Recorder, at Developer's cost, to evidence the obligations and covenants contained herein, each of which shall, upon such recording, run with title to the Project Area and bind subsequent owners, assignees, and title holders of any portion of the Project Area until such time as this Agreement has been terminated as provided above, or by written instrument executed by all parties hereto. This Agreement shall be recorded with the Cook County Recorder by the Developer at the Developer's cost within ten (10) business days of the Project Area Acquisition Effective Date.

9.02 <u>Amendment</u>. This Agreement and any Exhibits attached hereto may be amended only by the mutual consent of the parties and by the adoption of an ordinance or resolution of the Village approving said amendment, as provided by law and by the execution of said amendment by the parties or their successors in interest.

9.03 <u>No Other Agreements</u>. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the exhibits attached hereto, represents the full integration of the agreement of the parties.

9.04 <u>Consent</u>. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required herein, such consent or approval shall not be unreasonably withheld.

9.05 <u>Conflict of Interest/Limitation of Liability</u>. No elected official or employee of the Village has or shall have any personal interest, direct or indirect, in this Agreement; nor shall any such elected officials or employees participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No elected officials or employees of the Village shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

9.06 <u>Limited Applicability of Village's Approval</u>. Any approvals made by the Village with regard the Project are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the Village, nor does any approval by the Village pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Project.

9.07 <u>Remedies Cumulative</u>. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

9.08 <u>Disclaimer</u>. Nothing contained in this Agreement, or any act of the Village or the Developer, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Village.

9.09 <u>Notices</u>. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on (A) the third "<u>business day</u>" (defined as Monday through Friday, excluding Saturday, Sunday and all nationally recognized holidays) following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested, or (B) the next succeeding business day if sent by nationally recognized overnight courier, or (C) when received if received on a business day, otherwise on the first business day after receipt, if sent by direct messenger, facsimile (with confirmation) or electronic mail, and in all cases, addressed as follows:

If to Village:	VILLAGE OF RIVER FOREST 400 Park Avenue River Forest, <u>ILIIInois</u> 60305– <u>1798</u> Attention: Eric J. Palm, Village Administrator Fax: 708.366.3702 Email: epalm@vrf.us
With copy to:	KLEIN, THORPE & JENKINS, LTD. 20 N. Wacker Drive, Suite 1660 Chicago, HLIIInois 60606-2903 Attention: Lance C. Malina / Gregory T. Smith Fax: 312.984.6444 Email: lemalina@ktjlaw.com / gtsmith@ktjlaw.com
If to Developer:	LAKE LATHROP PARTNERS LLC C/O KEYSTONE VENTURES, LLC 418 Clinton Place River Forest, Illinois 60305-2203 Attention: Timothy B. Hague Fax: 708.771.7622 Email: thague@keystoneventuresllc.com
With copy to:	SEDGWICK PROPERTIES DEVELOPMENT CORP. 1525 W. Homer, Suite 401 Chicago, Illinois 60642 Attention: Martin Paris Fax: 773.278.4247 Email: mparis@sedgwickproperties.com
With copy to:	SEDGWICK PROPERTIES DEVELOPMENT CORP. 1525 W. Homer, Suite 401 Chicago, Illinois 60642 Attention: Rob Molloy, General Counsel Fax: 773.278.4247 Email: rmolloy@sedgwickproperties.com

The parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

9.10 <u>Governing Law and Venue</u>. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Any court proceedings related to this Agreement brought by and between the parties shall be in the Circuit Court of Cook County.

9.11 <u>Paragraph Headings</u>. The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

9.12 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute a single agreement.

9.13 <u>Broker's Fees</u>. Developer and the Village each represent to the other that, except for the services of Tim Hague and Keystone Ventures LLC, of which Timothy B. Hague is a principal, obtained by Developer, it has not engaged the services of any finder or broker, and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Project Area, and Developer agrees to hold the Village harmless from such commissions or fees as are alleged to be due from the party making such representations. Developer shall be solely responsible for, and pay all, commissions and fees which may be due Timothy B. Hague and/or Keystone Ventures LLC related to the acquisition and/or development of any portion of the Project Area.

9.14 <u>Successors and Assignees</u>. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assignees of the Village and the successors and assigns of Developer, subject to express provisions hereof to the contrary. Developer shall not assign this Agreement prior to receipt of a Certificate of Completion without the Village's consent, which consent may be withheld in the Village's sole and absolute discretion. After the issuance of the aforesaid Certificate of Completion by the Village, Developer shall have the right to assign its interests in this Agreement, and its rights and obligations hereunder, subject to the consent in writing of the Village, such consent not to be unreasonably withheld.

9.15 <u>Severability</u>. If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

9.16 <u>Provisions Not Merged with Deed</u>. None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed transferring title to any portion of the Project Area from Developer to the Village or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

9.17 Survival. The obligations and rights in Sections 3.02, 3.03, 4.09, 6.06, 8.01, 8.02 and 8.029.05 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

Municipal Limitations. All Village commitments hereunder are limited to the 9.18 extent required by law.

Effective Date. The Effective Date shall be the date on which this Agreement is 9.19 executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

#### **DEVELOPER:**

LAKE LATHROP PARTNERS LLC, an Illinois limited liability company

By:\_ Manager

## VILLAGE:

VILLAGE OF RIVER FOREST, an Illinois municipal corporation

ATTEST:

By:

Village President

By:

Village Clerk

**DEVELOPER:** 

LAKE LATHROP PARTNERS LLC, an Illinois limited liability company

By:

, Manager

#### ACKNOWLEDGMENT

STATE OF ILLINOIS

) ) SS

COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Catherine Adduci and Kathleen Brand-White, personally known to me to be the Village President and Village Clerk of the Village of River Forest, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20172019.

Notary Public

#### ACKNOWLEDGMENT

STATE OF ILLINOIS ) ) SS COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_\_\_, personally known to me to be the manager of Lake Lathrop Partners LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20172019.

Notary Public

# **GROUP EXHIBIT A**

EXHIBIT A-1 – MAP OF PROJECT AREA EXHIBIT A-2 – LEGAL DESCRIPTION OF PROJECT AREA EXHIBIT A-3 – PARCEL LIST AND LEGAL DESCRIPTIONS

# EXHIBIT A-1

# MAP OF PROJECT AREA

(attached)





denotes Project Area

#### EXHIBIT A-2

#### LEGAL DESCRIPTION OF PROJECT AREA

#### Legal description:

LOT 14 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

LOT 14 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

#### And

LEGAL DESCRIPTION: Lots 1, 2 and taken as a tract, (except the West 66.50 feet thereof) in Block33, in Suburban Hune Mutual Land Association subdivision in River Forest, being a subdivision in the Hast half of the Northwest quarter of section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION: Lots 1, 2 and taken as a tract, (except the West 66.50 feet thereof) in Block 33, in Suburban Here Mutual Land Association subdivision in River Forest, being a subdivision in the Hast half of the Northwest quarter of section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#### And

The West 66.50 feet of Lots 1, 2, and 3 taken as a tract, in Block 3, in Suburban Home Mutual Land Association Subdivision in River Forest being a Subdivision in the East half of the NOrthwest Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

The West 66.50 feet of Lots 1, 2, and 3 taken as a tract, in Block 3, in Suburban Home Mutual Land Association Subdivision in River Forest being a Subdivision in the East half of the NOrthwest Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

#### And

The East Fifty (50) feet of LOT FIFTEEN ------ (15) The East Fifty (50) feet of LOT SIXTEEN ----- (16)

In Block Three (3) in part of River Forest, being a Subdivision of part of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, as surveyed for The Suburban Home Mutual Land Association, according to the Plat of said Subdivision, recorded June 23, 1890, in Book 43 of Plats, Page 20, as Document Number 1291334.

PINs: 15-12-117-002, 15-12-117-003, 15-12-117-017, 15-12-117-018, and 15-12-117-019.
Common Addresses: 423 Ashland Avenue, River Forest, Illinois 60305 and 7601-7621 West Lake Street, River Forest, Illinois 60305

#### EXHIBIT A-3

#### PARCEL LIST AND LEGAL DESCRIPTIONS

The following parcels ("Parcels") comprise the Project Area as of the Effective Date:

1. The "423 Ashland Property," legally described as:

LOT 14 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

LOT 14 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

PIN: 15-12-117-003.

Common Address: 423 Ashland Avenue, River Forest, Illinois 60305.

2. The "Ditchfield Property," legally described as:

LEGAL DESCRIPTION: Lots 1, 2 and taken as a tract, (except the West 66.50 feet thereof) in Block33, in Suburban Hume Vutual Land Association subdivision in River Forest, being a subdivision in the Mast half of the Northwest quarter of section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION: Lots 1, 2 and taken as a tract, (except the West 66.50 feet thereof) in Block33, in Suburban Hene Vutual Land Association subdivision in River Forest, being a subdivision in the tast half of the Northwest quarter of section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

And

The West 66.50 feet of Lots 1, 2, and 3 taken as a tract, in Block 3, in Suburban Home Mutual Land Association Subdivision in River Forest being a Subdivision in the East half of the NOrthwest Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

The West 66.50 feet of Lots 1, 2, and 3 taken as a tract, in Block 3, in Suburban Home Mutual Land Association Subdivision in River Forest being a Subdivision in the East half of the NOrthwest Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

PINs: 15-12-117-017, 15-12-117-018, and 15-12-117-019;

Common Address: 7601-7613 West Lake Street, River Forest, Illinois.

3. The "Al Saffar Property," legally described as:

The East Fifty (50) feet of LOT FIFTEEN ------ (15)

The East Fifty (50) feet of LOT SIXTEEN ------ (16)

In Block Three (3) in part of River Forest, being a Subdivision of part of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, as surveyed for The Suburban Home Mutual Land Association, according to the Plat of said Subdivision, recorded June 23, 1890, in Book 43 of Plats, Page 20, as Document Number 1291334.

PIN: 15-12-117-002.

Common Address: 7617-7621 West Lake Street, River Forest, Illinois 60305.

# EXHIBIT B

## NOMINATION OF DEVELOPER BY KEYSTONE

## **GROUP EXHIBIT C**

## EXHIBIT C-1 PROJECT DESCRIPTION

## EXHIBIT C-2 – SITE PLAN

## APPROVED PD

#### EXHIBIT D

#### PROHIBITED COMMERCIAL USE LIST

- 1. Any use prohibited by the Village of River Forest Municipal Code and/or the Village of River Forest Zoning Ordinance, as amended from time to time
- 2. Pawn shop
- 3. Cash for gold
- 4. Tobacco sales
- 5. Marijuana sales
- 6. Tattoo parlor
- 7. Firearms sales or service
- 8. Ammunition sales
- 9. Mattress sales
- 10. Massage service, where such service is the primary use

# <u>EXHIBIT E</u>

# **REIMBURSEMENT REQUEST**

#### SWORN REQUEST FOR DISBURSEMENT UNDER THE REDEVELOPMENT AGREEMENT FOR LAKE STREET AND LATHROP AVENUE IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS

I, \_\_\_\_\_, on behalf of LAKE LATHROP PARTNERS LLC ("<u>Developer</u>"), hereby submit the following request for disbursement of "<u>Committed Funds</u>" or "<u>Additional Village Funding</u>" as defined in, and pursuant to the "Redevelopment Agreement for Lake Street and Lathrop Avenue in the Village of River Forest, Cook County, Illinois" ("<u>Agreement</u>"), under oath and penalty of perjury:

1.	Amount Requested:	Dollars (\$	)
2.	To Be Paid To:		
3.	To Be Paid For:		

- 4. **Invoices / Documents Attached:** Attached is a true and accurate copy of invoice(s) and/or document(s) substantiating this request for disbursement. Developer shall provide such additional documents and information requested by the Village, including but not limited to, closing statements, invoices, contracts, contractors' affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of Developer relating to this request.
- 5. **Covenants and Warranties:** Developer covenants and warrants as material inducement for the Village of River Forest to -consider, process, and disburse the Committed Funds and/or Additional Village Funding that as of the date of this request, through the date of disbursement:
  - a. Developer is not in default of any provision of the Agreement, and Developer 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, or reimbursed, for "redevelopment project costs" as defined in Section 11-74.4-3(q) of the Illinois Tax Incrementing Allocation Financing Act, 65 ILCS 5/11-74.4-1, et seq.
  - c. No amounts disbursed pursuant to this request shall be spent on any matter,

except for the direct costs of permitted property acquisition, remediation of environmental contamination, and tenant incentives for the "<u>Project</u>," as defined and set forth in the Agreement.

Signature

Name

Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public

# EXHIBIT F

### LIMITED JOINDER



#### MEMORANDUM

DATE:	March 11, 2019
TO:	Eric J. Palm, Village Administrator
FROM:	Jeff Loster, Village Engineer
SUBJECT:	Stormwater Management Ordinance Update – For Discussion Purposes Only

**Issue**: Staff will ultimately be seeking the approval of proposed changes to the Village's Stormwater Management Ordinance (SMO). The purposes of this presentation is only to introduce the Village Board to the proposed ordinance language and solicit feedback regarding the changes.

**Analysis**: The SMO currently contains language intended to manage development and it's impacts on stormwater through requirements involving detention, floodplain regulations, grading plans, etc. The majority of the Village's current SMO contains language that was adopted in 1986. As a result, many inconsistencies and inaccuracies have been created through the passage of time and other ordinance updates.

Some development within the Village of River Forest is also regulated by the Watershed Management Ordinance (WMO) adopted by the Metropolitan Water Reclamation District (MWRD). A new WMO was adopted in 2014 with subsequent updates in 2018 and a second round of proposed updates was recently released for public comment, likely to be adopted later in 2019.

Due to the presence of outdated language and inconsistencies with the recently adopted WMO, Staff is proposing to update the Village's ordinance language. The goal is to create a more consistent set of requirements between the Village of River Forest and other applicable agencies which will lead to a more seamless development process for project applicants.

Ordinance Update Highlights:

- Grading Plan requirements adopted in 2012 will be carried into the new ordinance without any substantial changes
- Floodplain/Floodway requirements will generally be the same as they currently are
- Detention requirements will be updated to maintain consistency with the MWRD
- House-keeping updates have been made throughout the proposed language to maintain consistency with other (newer) River Forest ordinance sections (permit durations, fine amounts, etc.)
- Release rate requirements (the rate at which stormwater is allowed to leave the developed site) will become 25% *less* restrictive than it currently is in an effort to maintain consistency with the WMO
- Volume Control standards have been adopted from the WMO, with additional requirements added in by Staff for development on Single-Family Residential properties (currently exempt in the WMO)

These proposed changes are being presented for discussion purposes only and no vote is required at this time. Staff will also be presenting these changes and seeking support from the Sustainability Commission on March 12<sup>th</sup>. After a period of review and discussion, these changes will be brought back to the Village Board for adoption.

Recommendation: There is no motion required at this time.